



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

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[No. 6554]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 1716.]

[21 October 1960.

INDUSTRIAL CONCILIATION ACT, 1956,
AS AMENDED.

DIAMOND CUTTING INDUSTRY OF SOUTH AFRICA.

On behalf of the Minister of Labour, I MARAIS
VILJOEN, Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Diamond Cutting Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in clause 1, 3 to 5 (4) (e) (inclusive), 6 to 19 (inclusive) 21, 22, 25, 26, 28 and 29 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice engaged or employed in the said Industry in the Union of South Africa; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Union of South Africa, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 3 to 5 (4) (e) (inclusive), 6 to 19 (inclusive), 21, 22, 25, 26, 28 and 29 of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

A-644683

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 1716.]

[21 Oktober 1960.

WET OP NYWERHEIDSVERSOENING, 1956,
SOOS GEWYSIG.

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.

Namens die Minister van Arbeid verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Diamantslypnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings in klousules 1, 3 tot en met 5 (4) (e), 6 tot en met 19, 21, 22, 25, 26, 28 en 29 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings in klousules 3 tot en met 5 (4) (e), 6 tot en met 19, 21, 22, 25, 26, 28 en 29 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde tweede Maandag eindig, in die Unie van Suid-Afrika *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enigeen van sodanige bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

I-6554

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA.

AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act of 1956 made and entered into and between
Master Diamond Cutters Association of South Africa
(hereinafter referred to as "the employers" or "the employers' Association"), of the one part and the
S.A. Diamond Workers' Union
(hereinafter referred to as "the employees" or "Trade Union"), of the other part;
being parties to the Industrial Council for the Diamond Cutting Industry of South Africa.

1. SCOPE OF APPLICATION OF AGREEMENT.

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

2. PERIOD OF OPERATION OF AGREEMENT.

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

3. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"grade II employee" means an employee not specifically otherwise mentioned in clause 3 (1) and shall include an employee engaged on scouring wheels;

BYLAE.

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA.

OOREENKOMS

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

„Master Diamond Cutters Association of South Africa”
(hieronder „die werkgewers” of „werkgewersorganisasie” genoem), aan die een kant en die

„S.A. Diamond Workers' Union”
(hieronder „die werknemers” of „Vakvereniging” genoem), aan die ander kant;

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

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet dwarsdeur die Unie van Suid-Afrika nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is en wat betrokke is by die Diamantslypnywerheid en deur alle werknemers wat lede van die vakvereniging en in daardie nywerheid in diens is en vir wie lone in hierdie Ooreenkoms voorgeskryf word, behalwe dat die Ooreenkoms op vakleerlinge van toepassing is slegs vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944 nie, en soos dit van tyd tot tyd gewysig kan word, of enige regulasies of kontrak wat daarkragtens aangegaan kan word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

(1) Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet omskryf is, het dieselfde betekenis as in die Wet. Alle verwysings na enige Wet omvat enige wysigings daarvan en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy strydig met die samehang beteken—

„Wet” die Wet op Nywerheidsversoenig, No. 28 van 1956, en soos dit van tyd tot tyd gewysig kan word;

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

„klerklike werknemer” 'n werknemer wat briewe skryf of tik of enige ander vorm van klerklike werk doen, en dit sluit 'n telefoonoperateur in;

„klerklike werknemer, vroulik, gekwalifiseer” 'n vroulike klerklike werknemer met minstens vier jaar ondervinding;

„klerklike werknemer, vroulik, ongekwalifiseer” 'n vroulike klerklike werknemer met minder as vier jaar ondervinding;

„klerklike werknemer, manlik, gekwalifiseer” 'n manlike klerklike werknemer met minstens vyf jaar ondervinding;

„klerklike werknemer, manlik, ongekwalifiseer” 'n manlike klerklike werknemer met minder as vyf jaar ondervinding.

„Raad” die Nywerheidsraad vir die Diamantslypnywerheid van Suid-Afrika, geregistreer ingevolge artikel negentien van die Wet;

„Diamantslypnywerheid” of „Nywerheid”, sonder dat die gewone betekenis van die uitdrukking in enige opsig daardeur beperk word, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die verandering van ongeslypte sierdiamante in geslypte sierdiamante en sluit verder die hersny of herslyp van diamante en elke werkzaamheid wat in verband staan met of voortspruit uit die saag, kloof, sny of slyp van sierdiamante in;

„diamantslyper” 'n graad I-werknemer wat kruiswerk of brilliandering doen;

„ondervinding” met betrekking tot 'n klerklike werknemer, die totale tyd of tye diens wat 'n werknemer as 'n klerklike werknemer gehad het;

„inrigting” persele waarin of in verband waarmee een of meer werknemers in die Diamantslypnywerheid in diens is;

„voorman” 'n werknemer wat die opsig oor die werknemers in 'n inrigting of in 'n departement van 'n inrigting het, en wat dissiplinêre beheer oor dié werknemers uitoefen en aan die bestuur daarvoor verantwoordelik is dat hulle hul werk behoorlik verrig;

„graad I-werknemer” 'n werknemer wat 'n vakman is en wat werkzaam is met die sny, slyp, merk of saag van diamante;

„graad II-werknemer” 'n werknemer wat nie spesifiek anders in klousule 3 (1) genoem word nie en sluit 'n werknemer in wat werkzaam is op skuurwiele;

"incentive scheme" means any scheme whereby an employee may earn money over and above a minimum wage agreed upon between employer and employee and as registered with the Industrial Council;

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

- (a) Cleaning premises, utensils, machinery, implements, tools or other articles;
- (b) carrying, moving or stacking goods, machinery, implements, tools, utensils or other articles;
- (c) making or maintaining fires or removing refuse or ashes;
- (d) delivering or conveying letters, messages, parcels or other articles on foot or by bicycle, tricycle or manually-propelled vehicle; including a mechanically-propelled bicycle or tricycle of under 50 c.c. engine capacity;
- (e) oiling or greasing machinery; or
- (f) making tea or similar beverages;

"law" includes the Common Law;

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

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo.

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

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

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

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

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

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

4. REMUNERATION.

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

	Per Week.	Per Month.
	£ s. d.	£ s. d.
Clerical employee, female, qualified.....	3 16 2	16 10 0
Clerical employee, female, unqualified—		
during the first year of experience....	2 3 10	9 10 0
during the second year of experience..	2 11 11	11 5 0
during the third year of experience...	3 0 0	13 0 0
during the fourth year of experience...	3 8 0	14 15 0
Clerical employee, male, qualified.....	6 6 11	27 10 0
Clerical employee, male, unqualified—		
during the first year of experience....	2 3 10	9 10 0
during the second year of experience..	3 0 7	13 2 6
during the third year of experience...	3 17 3	16 15 0
during the fourth year of experience...	4 14 0	20 7 6
during the fifth year of experience....	5 10 9	24 0 0
Grade I employee.....	15 0 0	65 0 0
Grade II employee.....	3 0 0	13 0 0
Labourer.....	2 2 6	9 4 2
Mechanic.....	7 9 6	32 7 10
Watchman.....	2 5 0	9 15 0

(2) Employees shall be paid, at the same time as their other remuneration is paid, a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended, or as may be amended from time to time.

"aansporingskema" enige skema waarvolgens 'n werknemer geld kan verdien bo en behalwe 'n minimum loon soos tussen werkgewer en werknemer ooreengekom en soos by die Nywerheidsraad geregistreer;

"arbeider" 'n werknemer wat in diens is in of vir een of meer van ondergenoemde hoedanighede, pligte of werksaamhede:—

- (a) Masjinerie, implemente, persele, gereedskap, gerei of ander artikels skoonmaak;
- (b) goedere, masjinerie, implemente, gereedskap, gerei of ander artikels dra, versit of stapel;
- (c) vure maak of aan die gang hou of vuilgoed of as verwyder;
- (d) briewe, boodskappe, pakkette of ander artikels te voet of met 'n traphets, driewieler of handstootkar aflewer of vervoer; met inbegrip van 'n meganies aangedrewe fiets of driewieler van minder as 50 c.c. silinderinhoud;
- (e) masjiene olie of ghries; of
- (f) tee of dergelike drank maak;

"wet" ook die Gemene Reg;

"werktuigkundige" 'n geskoolde ambagsman uitgesonderd 'n graad I-werknemer wat werk verrig wat normaalweg deur 'n geskoolde ambagsman verrig word en vir die toepassing van hierdie woordskrywing beteken die uitdrukking "geskoolde ambagsman" 'n persoon wat sy vakleerlingskap uitgedien het in 'n bedryf wat aangewys is of as aangewys beskou word ingevolge die Wet op Vakleerlinge, 1944, of wat 'n sertifikaat van bekwaamheid besit wat deur die Registrateur van Vakleerlinge aan hom uitgereik is ooreenkomstig artikel ses van die Wet op Opleiding van Ambagsmanne, 1951, of 'n sertifikaat wat deur genoemde Registrateur aan hom uitgereik is ooreenkomstig of artikel twee (7) of artikel sewe (3) van genoemde Wet;

"militêre opleiding" die ononderbroke opleiding waartoe 'n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;

"stukwerk" enige metode van besoldiging waardeur 'n werknemer se hele loon alleenlik afhang van sy individuele produksie sonder enige gewaarborgde minimum loon behalwe dié wat by wet voorgeskryf is, d.i. dié minimum voorgeskrewe loon in die Diamantslypnywerheid;

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

"korttydwerk", 'n tydelike vermindering van die getal gewone werke van 'n werknemer as gevolg van handelslapse, 'n tekort aan grondstowwe of 'n algemene defek aan installasie of masjinerie veroorsaak deur ongeval of ander onvoorsiene oorsaak;

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

"wag" 'n werknemer wat in diens is om persele, geboue, hekke, deure, voertuie of ander eiendom te bewaak.

2. By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms ressorteer hy onder daardie klas waarin hy uitsluitlik of hoofsaaklik diens doen.

4. BESOLDIGING.

(1) Geen lone laer as die volgende mag deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Klerklike werknemer, vroulik, gekwalifiseer	3 16 2	16 10 0
Klerklike werknemer, vroulik, ongekwalifiseer—		
gedurende eerste jaar ondervinding....	2 3 10	9 10 0
gedurende tweede jaar ondervinding....	2 11 11	11 5 0
gedurende derde jaar ondervinding....	3 0 0	13 0 0
gedurende vierde jaar ondervinding....	3 8 0	14 15 0
Klerklike werknemer, manlik, gekwalifiseer	6 6 11	27 10 0
Klerklike werknemer, manlik, ongekwalifiseer—		
gedurende eerste jaar ondervinding....	2 3 10	9 10 0
gedurende tweede jaar ondervinding....	3 0 7	13 2 6
gedurende derde jaar ondervinding....	3 17 3	16 15 0
gedurende vierde jaar ondervinding....	4 14 0	20 7 6
gedurende vyfde jaar ondervinding....	5 10 9	24 0 0
Graad I-werknemer.....	15 0 0	65 0 0
Graad II-werknemer.....	3 0 0	13 0 0
Arbeider.....	2 2 6	9 4 2
Werktuigkundige.....	7 9 6	32 7 10
Wag.....	2 5 0	9 15 0

(2) 'n Lewenskostoelae moet, ooreenkomstig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word, aan werknemers betaal word op dieselfde tydstip waarop hulle ander besoldiging betaal word.

(3) Every employer shall notify the Council within seven days on the form prescribed in Annexure B of all increases or decreases or in any alterations to the remuneration which a grade 1 employee is receiving.

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

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

5. PAYMENT OF REMUNERATION.

(1) Save as provided in clause 7 B any amount due to an employee shall be paid to him in cash or, if agreed to in writing by the employer and employee, by cheque, weekly during the hours of work on the usual pay-day of the establishment or on termination of employment if this takes place before the usual pay-day and shall be contained in an envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing the employer's name, the employee's name or pay roll number, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made; provided that by written agreement between the employer and employee any amount due may be paid monthly.

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

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

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

- (a) Contributions to the Council in terms of clause 22, deductions for the Holiday Fund in terms of clause 29, deductions for a sick benefit, insurance, savings, provident or pension fund in terms of any other agreement entered into between the parties hereto and/or declared binding in terms of section forty-eight (1) (a) and (b) or section forty-eight (3) (a) of the Act;
- (b) except where otherwise provided for in this Agreement, whenever an employee is not at work, other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence, calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) whenever an employee agrees or is required in terms of the Natives (Urban Areas) Consolidation Act, 1945, or the Native Labour Regulation Act, 1911, to accept board or lodging or board and lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	Per Month.
	£ s. d.	£ s. d.
Board.....	0 4 0	0 17 4
Lodging.....	0 2 0	0 8 8
Board and Lodging.....	0 6 0	1 6 0

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

- (i) in the case of short time arising out of slackness of trade or shortage of raw materials, unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;
- (ii) in the case of short time arising out of the breakdown of plant or machinery caused by accident or other unforeseen cause in respect of the first hour not worked, unless the employer has given his employee notice on the previous day that no work will be available;

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

(4) *Kontrakbasis.*—Vir die toepassing van hierdie klousule is die kontrakbasis van 'n werknemer 'n weeklikse en behalwe soos bepaal by subklousule (5) en klousule 5 (4) en klousule 15 (1) (a) moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat by subklousule (1) voorgeskryf is vir 'n werknemer van sy klas of hy daardie week die maksimum werkure by klousule 6 voorgeskryf of minder gewerk het.

(5) *Differensiële loon.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om altesaam langer as 'n uur op 'n dag, of benewens sy gewone werk of ter vervanging daarvan, werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas by subklousule (1) voorgeskryf word, moet aan die werknemer ten opsigte van daardie dag 'n loon betaal wat gelyk aan die hoër weekloon is, gedeel deur vyf: Met dien verstande dat waar die enigste verskil tussen klasse kragtens subklousule (1) gebaseer word op ondervinding of geslag, die bepalings van hierdie subklousule nie van toepassing is nie.

5. BETALING VAN BESOLDIGING.

(1) Behoudens, soos bepaal by klousule 7 (B) moet 'n bedrag wat aan 'n werknemer verskuldig is, weekliks in kontant betaal word of, as die werkgewer en werknemer skriftelik daartoe ooreengekom het, per tjek, gedurende die werkure op die gewone betaaldag van die inrigting of by diensbeëindiging as dit voor die gewone betaaldag plaasvind en dit moet in 'n koevert of houër wees met daarop aangeteken, of vergesel van 'n staat met die werkgewer se naam, die werknemer se naam of betaalstaatsnommer, die werknemer se bedryf, die getal gewone en oortydure gewerk, die besoldiging verskuldig en die tyd ten opsigte van betaling gemaak word; met dien verstande dat ingevolge 'n skriftelike ooreenkoms tussen werkgewer en werknemer, verskuldigde bedrae maandeliks betaal mag word.

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

(3) *Etes en huisvesting.*—Behalwe soos bepaal by die Naturrelle (Stadsgebiede) Konsolidasiewet, 1945, of by die Naturrelle arbeid Regelswet, 1911, mag 'n werkgewer nie van sy werknemer vereis om by hom te loseer of huisvesting te ontvang of te loseer en huisvesting te ontvang by hom of by enige ander persoon of by 'n plek deur hom aangewys nie.

(4) *Boetes en aftrekkings.*—'n Werkgewer mag nie sy werknemer boetes opleë nie; ook mag hy geen aftrekkings van sy werknemer se besoldiging, behalwe onderstaande, maak nie:—

- (a) Bydraes aan die Raad ingevolge klousule 22, aftrekkings vir die Verloffonds ingevolge klousule 29, aftrekkings vir 'n siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds ingevolge enige ander ooreenkoms wat tussen die twee partye by hierdie Ooreenkoms aangegaan is en/of bindend verklaar is kragtens artikel agt-en-veertig (1) (a) en (b) of artikel agt-en-veertig (3) (a) van die Wet;
- (b) behalwe soos andersins in hierdie Ooreenkoms bepaal is, wanneer 'n werknemer van sy werk afwesig is, behalwe op las of op versoek van sy werkgewer, 'n aftrekking in verhouding tot die tydperk van afwesigheid, bereken op die weekloon wat die werknemer ten tyde daarvan met betrekking tot sy gewone werkure ontvang het;
- (c) 'n aftrekking van 'n bedrag wat 'n werkgewer by wet of 'n bevel van 'n bevoegde hof verplig is of toegelaat word om te maak;
- (d) as 'n werknemer toestem of dit van hom kragtens die Naturrelle (Stadsgebiede) Konsolidasiewet, 1945, of die Naturrelle arbeid Regelswet, 1911, vereis word om etes of huisvesting of etes en huisvesting van sy werkgewer aan te neem, 'n aftrekking wat die bedrae hieronder genoem, nie oorskry nie:—

	Per week.	Per maand.
	£ s. d.	£ s. d.
Etes.....	0 4 0	0 17 4
Huisvesting.....	0 2 0	0 8 8
Etes en huisvesting.....	0 6 0	1 6 0

(e) as die gewone werkure, by klousule 6 voorgeskryf, as gevolg van korttydwerk verminder word, 'n aftrekking in verhouding tot die vermindering, gebaseer op die basis van die weekloon wat die werknemer ten tyde daarvan ten opsigte van sy gewone werkure ontvang het: Met dien verstande dat geen aftrekking—

- (i) in die geval van korttydwerk gemaak mag word wat die gevolg van 'n handelslapse of tekort aan grondstowwe is nie, tensy die werkgewer die werknemer minstens 24 uur kennis gegee het van sy voorneme om die gewone werkure aldus te verminder;
- (ii) in die geval van korttydwerk wat die gevolg is van 'n defek aan installasie of masjinerie, veroorsaak deur ongeluk of ander onvoorsiene oorsaak ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer die vorige dag kennis gegee het dat daar geen werk beskikbaar sal wees nie;

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

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

(f) subscriptions to the trade union in terms of clause 24.

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

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

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

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

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

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

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

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

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

(7) *Limitation of Overtime.*—Subject to the provisions of sub-clause (6), an employer shall not require or permit his employee to work overtime for more than—

- (a) eight hours in any week;
- (b) two hours on any day;
- (c) four hours on a Saturday, provided that permission may be granted by the Council for a further period not exceeding four hours.

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

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

7A. ANNUAL HOLIDAY LEAVE.

(1) There shall be a fixed annual holiday leave period in the Industry, which shall commence in December of each year as from the Monday preceding the Day of the Covenant, or as from the Day of the Covenant if such day falls on a Monday. The period of leave shall be twenty-one consecutive calendar days inclusive of the Day of the Covenant, Christmas Day and New Year's Day (hereinafter referred to as the "said leave period" or "the said period").

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

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

7B. LEAVE PAY DUE.

(1) In respect of the said leave period, subject to sub-clause (2), each employee shall be paid three weeks' full pay, at his average daily wage.

(2) An employee who has not completed one year's employment with the same employer at the commencement of the said leave period shall be paid:—

- (a) One-fifth of his weekly remuneration at his average daily wage in respect of each completed month or part thereof being not less than two weeks of employment with the same employer.

Met dien verstande dat aftrekkings ingevolge hierdie bepalings beperk is ten opsigte van korttydwerk tot 'n tydperk van altesaam hoogstens tien werksdae in enige kalendermaand en altesaam hoogstens dertig werksdae in enige kalenderjaar:

Voorts met dien verstande dat die Raad 'n verlenging van die tydperk van korttydwerk hierby toegelaat, kan magtig as die omstandighede in 'n besondere geval na die mening van die Raad aandui dat so 'n verlenging verkieslik is bo diensbeëindiging en die Raad kan dié voorwaardes wat hy raadsaam ag ten opsigte van sodanige verlenging toepas.

(f) Ledgegeld aan die Vakvereniging ingevolge klousule 24.

6. WERKURE, GEWONE EN OORTYD- EN BESOLDIGING VIR OORTYDWERK.

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer, mag nie meer wees nie—

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

(2) *Etensonderbrekings.*—'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vier uur aaneen sonder 'n etensonderbreking van minstens een halfuur te werk nie en gedurende dié onderbreking mag die werknemer nie werk nie en die onderbreking mag nie as deel van die gewone werkure of oortydure beskou word nie: Met dien verstande dat—

- (i) as die onderbreking langer as 'n halfuur duur, elke tydperk van meer as 'n driekwartuur beskou moet word as ure gewerk;
- (ii) werktye onderbreek deur minder as 'n halfuur as aaneenlopend beskou moet word.

(3) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers behalwe 'n saer, 'n ruspouse van minstens 10 minute so na as prakties moontlik in die middel van elke oggend- of middag-werktydperk toestaan en gedurende dié pouse mag dit nie van die werknemers vereis of hulle toegelaat word om te werk nie, en die pouse moet as deel van die gewone werkure beskou word.

(4) *Werkure moet aaneenlopend wees.*—Behalwe soos bepaal by subklousules (2) en (3) moet alle werkure aaneenlopend wees.

(5) *Oortydwerk.*—Alle ure gewerk oor die maksimum getal werkure wat by subklousule (1) voorgeskryf is, moet as oortydwerk beskou word.

(6) *Verbod op oortydwerk.*—'n Werkgewer mag nie van 'n diamantslyper vereis of hom toelaat om oortyd te werk nie.

(7) *Beperking van oortydwerk.*—Onderworpe aan die bepalings van subklousule (6) mag 'n werkgewer nie van sy werknemer vereis of hom toelaat om meer as—

- (a) agt uur in 'n week;
- (b) twee uur op 'n dag;
- (c) vier uur op 'n Saterdag oortyd te werk nie, met dien verstande dat die Raad verlof kan toestaan vir 'n verdere tydperk van hoogstens vier uur.

(8) *Betaling van oortydwerk.*—'n Werknemer wat ingevolge hierdie klousule toegelaat word om oortyd te werk en wat oortyd werk, moet ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk, minstens 1½ maal sy gewone weekloon, gedeel deur 40, betaal word.

(9) *Voorbehoud.*—Die bepalings van hierdie klousule is nie op 'n wag van toepassing nie.

7A. JAARLIKSE VAKANSIEVERLOF.

(1) Daar moet 'n vasgestelde jaarlikse vakansieverloftydperk in die Nywerheid wees, wat elke jaar in Desember begin vanaf die Maandag wat Geloftedag voorafgaan of vanaf Geloftedag as dit op 'n Maandag val. Die verloftydperk moet een-en-twintig agtereenvolgende kalenderdae wees met inbegrip van Geloftedag, Kersdag en Nuwejaarsdag (hieronder die „genoemde verloftydperk” of die „genoemde tydperk” genoem).

(2) Elke werkgewer moet aan elkeen van sy werknemers verlof toestaan gedurende genoemde verloftydperk.

(3) 'n Werknemer in die Diamantslypnywerheid moet nie gedurende genoemde verloftydperk werk in die Nywerheid onderneem nie en 'n werkgewer mag geen werknemer gedurende genoemde tydperk in diens neem nie.

7B. VERSKULDIGDE VERLOF BETALING.

(1) Ten opsigte van genoemde verloftydperk moet aan elke werknemer, onderworpe aan subklousule (2), vir drie weke volle betaling gegee word teen sy gemiddelde daaglikse loon.

(2) Aan 'n werknemer wat by die begin van genoemde verloftydperk nog nie 'n jaar lank by dieselfde werkgewer in diens was nie, moet die volgende betaal word:—

- (a) Een-vyfde van sy weeklikse besoldiging teen sy gemiddelde dagloon ten opsigte van elke voltooide maand of deel van 'n maand wat nie minder is as twee weke diens by dieselfde werkgewer nie;

- (b) One-fifth of his weekly remuneration at his average daily wage in respect of each of the public holidays mentioned in clause 9 falling within the said leave period.

For the purpose of calculating the average daily wage, the total remuneration received by an employee during the calendar year shall be divided by the actual number of days worked by such employee.

- (3) The remuneration in respect of the said leave period shall be paid not later than the last working day immediately preceding the date of the commencement of the said period.

- (4) An employee whose contract of employment terminates before the commencement of the leave period shall be entitled to pro rata leave pay calculated on the basis mentioned in sub-clause (2) (a).

Provided that pro-rata leave pay shall be forwarded to the Industrial Council accompanied by voucher in the form prescribed in Annexure C within seven days of such payment falling due.

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

- (6) For the purpose 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 sub-clause (1);
- (b) required to undergo military training under the Defence Act, 1957;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent on sick leave in terms of clause 8, amounting in the aggregate to not more than eleven weeks in any year and employment shall be deemed to commence—
 - (i) in the case of an employee who had before the coming into force of the Agreement become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave under such law;
 - (ii) in the case of an employee who was in employment before the date of commencement of this Agreement and to whom any law for annual leave applied but who had not become entitled to leave in terms thereof, from the date on which such employment commenced; and
 - (iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later;

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

- (7) For the purpose of this clause the expression "remuneration" shall mean an employee's wage and cost of living allowance and bonus in terms of clause 11.

8. SICK LEAVE.

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

Provided that an employer may require the production of a certificate signed by a registered medical practitioner showing the nature and duration of the employee's illness in respect of each period of absence for which payment is claimed as a condition precedent to payment by him of any amount in respect of any such absence:

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

- (b) een-vyfde van sy weeklikse besoldiging teen sy gemiddelde dagloon ten opsigte van elke openbare vakansiedag in klousule 9 genoem, wat binne genoemde verloftydperk val.

Ten einde die gemiddelde dagloon te bereken, moet die totale besoldiging gedurende die kalenderjaar deur 'n werknemer ontvang deur die werklike getal dae wat dié werknemer gewerk het, gedeel word.

- (3) Die besoldiging ten opsigte van genoemde verloftydperk moet voor of op die laaste werkdag wat die aanvangsdatum van genoemde tydperk onmiddellik voorafgaan, betaal word.

- (4) 'n Werknemer wie se werkkontrak eindig voordat die verloftydperk begin, is geregtig op pro rata-verlofbetaling bereken op die basis in subklousule (2) (a) genoem. Met dien verstande dat pro rata-verlofbetaling binne sewe dae nadat die betaling verskuldig is aan die Nywerheidsraad gestuur moet word, tesame met 'n bewys in die vorm wat in Aanhangsel C voorgeskryf word.

- (5) Alle pro rata-verlofbetaling word deur die Raad gehou om aan die betrokke werknemers betaal te word by die aanvang van genoemde verloftydperk, met dien verstande dat wanneer 'n werknemer uit die Nywerheid tree, die bedrag wat ten opsigte van verlofbetaling verskuldig is op 'n vroeër datum aan hom betaal mag word.

- (6) Vir die toepassing van hierdie klousule word dit beskou dat die uitdrukking „diens" 'n tydperk of tydperke insluit waarin die werknemer—

- (a) met verlof kragtens subklousule (1) afwesig is;
- (b) verplig is om militêre opleiding kragtens die Verdedigingswet, 1957, te ondergaan;
- (c) op las of op versoek van sy werkgever van sy werk afwesig is;
- (d) met siekteverlof kragtens klousule 8 afwesig is;

en altesame hoogstens elf weke in 'n jaar beloop en begin—

- (i) in die geval van 'n werknemer wat voor die inwerking-treding van hierdie Ooreenkoms kragtens 'n wet op verlof geregtig was, van die datum af waarop die werknemer laas kragtens die wet op die verlof geregtig geword het;
- (ii) in die geval van 'n werknemer wat vóór die inwerking-treding van hierdie Ooreenkoms in diens was en op wie 'n wet wat voorsiening vir jaarlikse verlof maak, van toepassing was, maar wat nie daar kragtens daarvoor in aanmerking gekom het nie, van die datum af waarop die diens begin het;
- (iii) in die geval van enige ander werknemer, van die datum af waarop die werknemer by sy werkgever in diens getree het of van die datum af waarop hierdie Ooreenkoms van krag geword het, watter een ook al die jongste is;

Met diens verstande dat as 'n werknemer se tydperk van militêre opleiding kragtens die Verdedigingswet, 1957, in 'n jaar minder as 30 dae is, die tydperk van elf weke verminder mag word deur 'n tydperk gelyk met dié waarmee die opleidingstyd minder as 30 dae is.

- (7) Vir die toepassing van hierdie klousule beteken die uitdrukking „besoldiging" 'n werknemer se loon en lewenskostetoelae, en bonus, kragtens klousule 11.

8. SIEKTEVERLOF.

- (1) 'n Werkgever moet aan sy werknemer wat na twee maande diens by hom afwesig is van sy werk weens siekte of ongeluk wat nie deur sy eie wangedrag veroorsaak is nie, behalwe 'n ongeval waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is, vyftien dae siekteverlof altesame gedurende 'n jaar diens by hom bestaan en hom minstens die loon betaal ten opsigte van die tydperk van afwesigheid wat hy sou ontvang het as hy gedurende die tydperk gewerk het:

Met dien verstande dat 'n werkgever as 'n voorwaarde van die betaling deur hom van 'n bedrag ten opsigte van elke tydperk van afwesigheid waarvoor betaling geëis word, van die werknemer mag vereis om 'n sertifikaat voor te lê wat deur 'n mediese praktisyn geteken is en wat die aard en duur van die werknemer se siekte aantoon:

Voorts met dien verstande dat waar daar in 'n inrigting kragtens 'n ooreenkoms tussen 'n werkgever en sommige of al sy werknemers of tussen die werkgever en 'n geregistreerde vakvereniging, 'n siektebystandsfonds bestaan of ingestel mag word, waarby die werkgever ten opsigte van elkeen van sy werknemers wat voordeel daaruit kan trek 'n bedrag bydra van nie minder as die bedrag wat deur elke werknemer betaal word of betaalbaar is en uit welke Fonds 'n werknemer in die geval van afwesigheid of afwesighede van werk as gevolg van siekte of ongeluk (behalwe 'n ongeluk waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is) geregtig is om altesaam in 'n jaar minstens 'n bedrag te ontvang gelyk aan sy volle loon vir drie weke ten opsigte van die afwesigheid of afwesighede onder omstandighede wesenlik nie minder gunstig vir die

of such absence or absences, in circumstances substantially not less favourable to the employee than this provision, the terms of this clause shall not apply in respect of such employees:

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

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

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

amounting in the aggregate to not more than ten weeks in any year and employment shall be deemed to commence from the date on which an employee entered his employer's service or from the date of coming into force of this Agreement whichever is the later.

9. PUBLIC HOLIDAYS AND SUNDAYS.

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

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

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

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

10. RATIO OR PROPORTION.

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

11. PIECE-WORK.

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

Provided that, irrespective of the quantity or out-put of work done, the employer shall pay to such employee in respect of each week in which piece-work is performed, not less than the weekly wage, prescribed in clause 4 (1), read with clause 6 (8), for an employee of his class, plus five per cent.

(2) An employer shall keep posted in a conspicuous place in his establishment a schedule of the piece-work rates referred to in sub-clause (1).

(3) An employer or an employee who intends to cancel or negotiate for an alteration of an agreement in regard to piece-work shall not give less than one week's written notice of such intention.

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

(5) Whenever an employer requires his grade 1 employees to participate in any incentive bonus scheme, he shall negotiate with such employees for an agreed tariff or rate or basis by which such a bonus can be calculated.

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

12. OVERALLS AND PROTECTIVE CLOTHING.

(1) Every employer shall pay to each of his Grade I employees an overall allowance of £3 per year; the allowance shall be paid on the first pay day of February each year.

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

13. PROHIBITION OF EMPLOYMENT OF ANY PERSON UNDER THE AGE OF FIFTEEN YEARS.

An employer shall not employ any person under the age of fifteen years.

werknemer as hierdie bepaling nie die bepalings van hierdie klousule nie van toepassing ten opsigte van dié werknemers is nie:

Voorts met dien verstande dat ingeval 'n werkgewer by wet verplig is om geld te betaal vir hospitaalgelde ten opsigte van 'n werknemer by dié wet genoem en hy die geld betaal, die bedrae aldus betaal, afgetrek mag word van betaling wat ten opsigte van siekte kragtens hierdie klousule betaalbaar is, maar nie meer as die bedrag wat betaalbaar is ten opsigte van 'n tyd van siekte waarvoor voorsiening hierin gemaak is nie.

(2) Vir die toepassing van hierdie klousule beteken die uitdrukking „diens” 'n tydperk of tydperke waartydens 'n werknemer—

- (a) kragtens klousule 7A met verlof afwesig is;
- (b) op las of op versoek van sy werkgewer van sy werk afwesig is;
- (c) met siekteverlof ingevolge subklousule (1) afwesig is;
- (d) verplig is om militêre opleiding kragtens die Verdedigingswet, 1957, te ondergaan;

wat altesaam hoogstens tien weke in 'n jaar beloop, en dit word beskou dat diens begin van die datum af waarop 'n werknemer tot sy werkgewer se diens toetree het of van die datum van die inwerkingtrede van hierdie Ooreenkoms af, watter een ook al die jongste is.

9. OPENBARE VAKANSIEDAE EN SONDAE.

(1) *Openbare vakansiedae*.—'n Werknemer is geregtig op en moet verlof met volle betaling toegestaan word op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartdag, Setlaarsdag, Krugerdag, Geloftedag en Kersdag:

Met dien verstande dat wanneer so 'n vakansiedag op 'n Saterdag val, die bepalings van hierdie subklousule nie van toepassing is nie:

Voorts met dien verstande dat, nieeenstaande andersluidende bepalings hierin vervat, die Raad kan voorskryf dat die betaalde vakansiedae behalwe Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag en Kersdag in die geheel of gedeeltelik vervang word deur 'n gelykwaardige of 'n eweredige getal werkdae wat as betaalde vakansiedae geneem word ter vervanging daarvan en ten einde 'n aaneenlopende vakansietydperk van geslote dae moontlik te maak.

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

10. GETALSVERRHOUDING.

'n Werknemer mag nie 'n ongekwalifiseerde kerklike werknemer in diens neem tensy hy 'n gekwalifiseerde kerklike werknemer in diens het nie, en vir elke gekwalifiseerde kerklike werknemer mag nie meer as een ongekwalifiseerde kerklike werknemer in diens geneem word nie.

11. STUKWERK.

(1) Behoudens soos bepaal by klousule 5 (4) moet 'n werkgewer aan sy werknemer wat stukwerk vir enige tydperk verrig, besoldiging betaal teen die skaal waartoe tussen werkgewer en werknemer ooreengekom is; met dien verstande dat, ongeag die hoeveelheid of omvang van werk gedoen, die werkgewer aan die werknemer ten opsigte van elke week waarin stukwerk verrig word, minstens die weekloon betaal wat by klousule 4 (1), gelees tesame met klousule 6 (8), vir 'n werknemer van sy klas voorgeskryf word, plus vyf persent.

(2) 'n Werknemer moet op 'n opvallende plek in sy inrigting 'n staat van die stukwerkskaal wat in subklousule (1) genoem word, vertoon hou.

(3) 'n Werknemer of 'n werknemer, wat van voorneme is om 'n ooreenkoms te kanselleer, of om te onderhandel vir 'n verandering daarvan ten opsigte van stukwerk, moet minstens een week skriftelik kennis van die voorneme gee.

(4) Geen slyper mag vir stukwerk in diens wees nie.

(5) Wanneer 'n werkgewer van sy graad I-werknemers verlang om aan enige aansporingsbonusskema deel te neem, moet hy met dié werknemers onderhandel oor 'n ooreengekome tarief of skaal of basis waarvolgens so 'n bonus bereken kan word.

(6) Met uitsondering van subklousules (1) en (4) is die orige subklousules *mutatis mutandis* van toepassing op enige aansporings-skema.

12. OORPAKKE EN BESKERMENDE KLERE.

(1) Elke werkgewer moet aan elkeen van sy graad I-werknemers 'n oorpaktoelaag van £3 per jaar betaal; die toelaag moet jaarliks op die eerste betaaldag van Februarie betaal word.

(2) Aan 'n graad I-werknemer wat op die eerste betaaldag van Februarie werkloos is moet 'n *pro rata*-bedrag van die toelaag betaal word bereken op 'n basis van vyf shillings per maand of gedeelte van 'n maand van elke maand wat in die jaarkring oorbly; die toelaag moet deur die eerste werkgewer deur wie hy na die eerste betaaldag in Februarie in diens geneem word, betaal word en wel op die werknemer se eerste betaaldag.

13. VERBOD OP INDIENSNEEMING VAN PERSONE ONDER 15 JAAR.

'n Werknemer mag geen persoon onder 15 jaar in diens neem nie.

14. CERTIFICATE OF SERVICE.

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

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

15. TERMINATION OF CONTRACT OF EMPLOYMENT.

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

- (a) during the first week of employment, twenty-four hours notice;
- (b) after the first week of employment and during the first six months of employment, one week's notice;
- (c) after the first six months of employment, one month's notice,

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

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

provided that this shall not affect—

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

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

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

- (a) on annual leave in terms of 7A;
- (b) on 3 week's sick leave in terms of clause 8;
- (c) whilst undergoing military training under the Defence Act, 1957.

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

(5) In the case of all grade I employees the notice in terms of this clause shall be subject to the condition that the employer shall notify the office of the Council either telephonically or telegraphically immediately on giving or receiving such notice.

16. EXHIBITION OF AGREEMENT.

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

17. EXEMPTIONS.

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

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

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

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

14. DIENSSERTIFIKAAT.

Op versoek van 'n werknemer, moet 'n werkgever by die beëindiging van die dienskontrak van die werknemer, hom voorsien van 'n dienssertifikaat wat die name van die werkgever en sy werknemer voluit aantoon, die aard van diens, die datums van begin en beëindiging van die kontrak en die loonskaal op die datum van die beëindiging; met dien verstande dat in die geval van 'n ongekwalifiseerde klerklike werknemer die werkgever die werknemer van 'n dienssertifikaat moet voorsien, of hy versoek is om dit te doen of nie.

15. BEËINDIGING VAN DIENSKONTRAK.

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

- (a) gedurende die eerste week diens, vier-en-twintig uur kennis gee;
- (b) na die eerste week diens en gedurende die eerste ses maande diens, een week kennis gee;
- (c) na die eerste ses maande diens, een maand kennis gee, om die kontrak te beëindig, of 'n werkgever of werknemer kan die dienskontrak beëindig sonder kennisgewing deur aan die werknemer minstens die volgende te betaal of van die werkgever minstens die volgende te verbeur:—

- (i) in die geval van vier-en-twintig uur kennisgewing, een- vyfde van die weekloon wat die werknemer op die datum van beëindiging ontvang het;
- (ii) in die geval van een week kennisgewing, die weekloon wat die werknemer op die datum van beëindiging ontvang het; en
- (iii) in die geval van een maand kennisgewing, vier en een- derde maal die weekloon wat die werknemer op die datum van beëindiging ontvang het;

met dien verstande dat dit nie—

- (i) die reg van 'n werkgever of 'n werknemer raak om die kontrak sonder kennis te beëindig om 'n rede wat by wet as voldoende beskou word nie;
- (ii) 'n skriftelike ooreenkoms tussen 'n werkgever en sy werknemer wat voorsiening maak vir 'n tyd van kennisgewing van gelyke duur aan albei kante en langer as wat by hierdie klousule voorgeskryf word; of
- (iii) die werking van verbeurings of boetes wat by wet van toepassing mag wees ten opsigte van diensverlating deur 'n werknemer.

(2) Ingeval daar 'n ooreenkoms kragtens die tweede voorbehoud van subklousule (1) bestaan, moet die betaling in plaas van kennisgewing in verhouding wees met die tyd waartoe ooreengekom is.

(3) Die kennis wat in subklousule (1) vermeld word, moet nie gegee word gedurende en ook mag dit nie saamval met die werknemer se afwesigheid—

- (a) met jaarlikse verlof ingevolge 7A nie;
- (b) met 3 weke siekteverlof ingevolge klousule 8; of
- (c) terwyl hy militêre opleiding kragtens die Verdedigingswet, 1957 ondergaan.

(4) Die kennisgewing wat in subklousule (1) vermeld word, word van krag van die datum af waarop dit gegee word, en, behalwe soos bepaal by subklousule (3), mag dit te eniger tyd gegee word in die geval van 24 uur kennisgewing en dit moet gegee word op die gewone betaaldag van die inrigting in die geval van een week kennisgewing.

(5) In die geval van alle graad I-werknemers is die kennisgewing ingevolge hierdie klousule onderworpe aan die voorwaarde dat die werkgever die kantoor van die Raad telefonies of telegrafies in kennis stel sodra hy dié kennis gee of ontvang.

16. VERTONING VAN OOREENKOMS.

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkomms in die vorm wat by regulasie kragtens die Wet voorgeskryf word, in sy inrigting aanplak en aangeplak hou op 'n opvallende plek wat maklik toeganklik vir sy werknemers is.

17. VRYSTELLINGS.

(1) Die Raad kan om enige gegronde en voldoende rede vrystelling van enige bepaling van hierdie Ooreenkomms aan of ten opsigte van enigiemand verleen.

(2) Die Raad bepaal ten opsigte van enigiemand aan wie ingevolge die bepalings van subklousule (1) van hierdie klousule vrystelling verleen is, die voorwaardes waaronder die vrystelling verleen word, met dien verstande dat die Raad na goeëdunke, nadat daar 'n week vooraf skriftelik aan die betrokke persoon kennis gegee is, 'n vrystelling kan intrek, hetsy die tyd waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad reik aan elke persoon aan wie ooreenkomstig die bepalings van hierdie klousule vrystelling verleen word, 'n vrystellingsertifikaat uit, deur hom onderteken, met vermelding daarin van—

- (a) die betrokke persoon se volle naam;
- (b) die bepalings van die Ooreenkomms waarvan vrystelling verleen word;
- (c) die voorwaardes, vasgestel ooreenkomstig die bepalings van subklousule (2) van hierdie klousule, behoudens waarvan die vrystelling verleen word; en
- (d) die geldigheidsduur van die vrystelling.

(4) The Secretary of the Council shall—

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

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

18. PREMIUMS.

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

19. EXISTING CONTRACTS.

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

20. AGENTS.

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

21. ADMINISTRATION OF AGREEMENT.

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

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

22. COUNCIL FUNDS.

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

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

<i>Class of Employee.</i>	<i>Weekly Deduction.</i>
Grade I employee.....	1s. 6d.
Clerical employee, male or female, qualified or unqualified.....	6d.
Grade II employees.....	3d.
Others.....	3d.

The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded by the employer to the Secretary of the Council, P.O. Box 1638, Johannesburg, not later than the tenth day of the month following that to which the deductions refer, together with a statement in the form prescribed in Annexure A.

23. FACILITIES TO TRADE UNION DELEGATES—COUNCIL MEETINGS.

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

24. TRADE UNION DEDUCTIONS.

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

25. REGISTRATION OF EMPLOYERS.

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

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

- (a) Full name(s) of owner(s) or partner(s) or director(s).
- (b) Address where work is being carried on.
- (c) Number of employees engaged at the time of application.
- (d) Notify the Council within two weeks of any changes in connection with (a) and (b), above.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) 'n afskrif van elke sertifikaat hou; en
- (c) waar 'n vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer en werknemer stuur en 'n verdere afskrif aan die Afdelingsinspekteur in wie se regsgebied die werkgewer se inrigting geleë is.

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

18. PREMIES.

Geen premies mag deur 'n werkgewer gevra of aangeneem word, vir die opleiding van 'n werknemer nie.

19. BESTAANDE KONTRAKTE.

Enige dienskontrak wat op die datum van inwerkingtreding van hierdie Ooreenkoms geldig is of na dié datum gesluit word, is aan die bepalings van hierdie Ooreenkoms onderworpe.

20. AGENTE.

Die Raad kan een of meer bepaalde persone aanstel as Agente om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees. Dit is die plig van elke werkgewer en werknemer om sodanige persone toe te laat om sulke ondersoeke in te stel en te voltooi en sodanige boeke en/of dokumente te ondersoek en om sodanige persone te ondervra as wat vir hierdie doel nodig is.

21. TOEPASSING VAN OOREENKOMS.

(1) Die Raad is die liggaam wat vir die toepassing van die Ooreenkoms verantwoordelik is en hy kan, vir die leiding van werkgewers en werknemers, menings uitvaardig wat nie met die bepalings daarvan strydig is nie.

(2) Enige geskil wat met betrekking tot die toepassing van enige een van die bepalings van hierdie Ooreenkoms ontstaan, word na die Raad verwys.

22. FONDSE VAN DIE RAAD.

Die fondse van die Raad gaan oor op die Raad en word deur hom beheer, en word soos volg voorsien:—

Op die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het en op elke betaaldag daarna, moet die bedrae hieronder uiteengesit deur die werkgewer van die weekloon van elkeen van sy werknemers vir wie minimum loonskale in hierdie Ooreenkoms voorgeskryf is, afgetrek word:—

<i>Klas werknemer.</i>	<i>Weeklikse aftrekking</i>
Graad I-werknemer.....	1s. 6d.
Klerklike werknemer, manlik of vroulik, gekwalifiseer of ongekwalifiseer.....	6d.
Graad II-werknemer.....	3d.
Ander.....	3d.

Die totale bedrag aldus afgetrek, saam met 'n gelyke bedrag wat die werkgewer bydra, moet deur die werkgewer aan die Sekretaris van die Raad, Posbus 1638, Johannesburg, gestuur word, voor of op die tiende dag van die maand na die maand waarop die aftrekkings betrekking het, tesame met 'n staat in die vorm wat in Aanhangsel A voorgeskryf is.

23. FASILITEITE AAN AFGEVAARDIGDES VAN VAKVERENIGING—RAADSVERGADERINGS.

Hulle werkgewers moet aan afgevaardigdes in die Nywerheidsraad wat die Vakvereniging verteenwoordig alle behoorlike fasiliteite verleen om enige Raadsvergaderings by te woon en hulle moet uit die fondse van die Raad vergoed word vir enige loon wat hulle deur die nakoming van hul pligte in die Nywerheidsraad verloor het.

24. VAKVERENIGINGAFTREKKINGS.

Elke werkgewer moet op die eerste betaaldag van elke maand van die loon van sy werknemer die bedrag aftrek wat die werknemer as ledegeld aan die Vakvereniging moet betaal as hy 'n lid van sodanige vereniging is; en die werkgewer moet genoemde bedrag voor of op die sewende van die maand na die aftrekking, aan die Sekretaris van die Vakvereniging, Posbus 8304, Johannesburg, stuur. Die Sekretaris van die Vereniging moet die betrokke werkgewers van tyd tot tyd in kennis stel van die skaal van ledegelde.

25. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer in die Nywerheid moet hom binne een maand vanaf die publikasie van hierdie Ooreenkoms by die Raad registreer, en elke nuwe firma binne een maand nadat di in die Nywerheid begin werk het.

(2) Elke werkgewer in subklousule (1) hierbo genoem, moet wanneer aansoek om registrasie gedoen word, die volgende besonderhede verstrek—

- (a) Volle naam (name) van eienaar(s) of vennoot (vennote) of direkteur(e).
- (b) Adres waar werk uitgevoer word.
- (c) Getal werknemers in diens ten tyde van aansoek.
- (d) Die Raad binne twee weke in kennis stel van enige veranderinge in verband met (a) en (b) hierbo.

26. WORKING EMPLOYERS, PARTNERS AND DIRECTORS.

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

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

(3) Any employer, partner or director may at any time perform any of the operations in the Diamond Cutting Industry without notifying the Industrial Council provided he is not working for more than fifteen hours in any completed working week or three hours in any working day.

(4) The provisions of this clause shall not apply to holders of a diamond cutter's licence.

27. TRADE UNION LABOUR.

(1) No employer who is a member of the Master Diamond Cutters Association of South Africa shall engage or employ a grade I employee unless such person is a member of the South African Diamond Workers' Union.

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

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

28. DESIGNATED FOREMAN.

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

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

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

29. HOLIDAY FUND.

There is hereby established a Holiday Fund which shall be administered by the Council in the following manner:—

(1) On the first pay day after this Agreement comes into force and on each pay day thereafter, each employer shall deduct the amount of ten shillings per week from the weekly wages of each of his Grade I employees.

The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council, P.O. Box 1638, Johannesburg, not later than the tenth day of the month following that to which the deductions refer, in the form prescribed in Annexure A.

(2) The Industrial Council shall maintain a trust account and shall receive into the said trust account all moneys so paid and issue a receipt for each such payment, showing the name of the employer making such payment.

(3) The cost of administration of the Holiday Fund shall be borne by the Industrial Council which may, at its discretion, invest any of the moneys belonging to the Fund with an approved bank and/or building society and any interest accruing from such investment shall be retained by the Industrial Council towards the cost of administration of the Fund.

(4) (a) During the week immediately preceding the date of commencement of the annual leave period in the Industry, the Industrial Council shall pay to each of the employee entitled thereto the amount due to him calculated up till the end of November, contributions for December shall be carried forward each year and shall be included in the amount due the following year.

(b) Provided that when an employee leaves the Industry, the amount due in respect of the Holiday Fund may be paid to him at an earlier date.

(c) Provided further that the Industrial Council may, during the week immediately preceding the date of commencement of the annual holiday leave period in the Industry, if it deems it expedient, or, for any other good and sufficient reason, pay to employers the total amount of the moneys paid into the Fund in respect of their employees, calculated on the basis mentioned in sub-clause (4) (a), less any amounts paid in terms of sub-clause (4) (b).

26. WERKENDE WERKGEWERS, VENNOTE EN DIREKTEURE.

(1) 'n Werkgewer, vennoot of direkteur wat graad I-werk op 'n voltydse basis verrig, moet die Raad daarvan verwittig.

(2) 'n Werkgewer, vennoot of direkteur wat werk by die slyp-bank soos in subklousule (1) genoem, staak, moet die Raad daarvan verwittig.

(3) 'n Werkgewer, vennoot of direkteur kan te eniger tyd enigeen van die werksaamhede in die Diamantslypnywerheid verrig sonder om die Nywerheidsraad daarvan te verwittig mits hy vir hoogstens vyftien uur in enige voltooië werksweek of drie uur op enige werkdag werk.

(4) Die bepalinge van hierdie klousule is nie op houters van 'n Diamantslyplisensie van toepassing nie.

27. VAKVERENIGINGARBEIDSKRAGTE.

(1) Geen werkgewer wat lid is van die „Master Diamond Cutters Association of South Africa” mag 'n graad I-werknemer in diens neem of aanstel nie tensy dié persoon lid is van die „South African Diamond Workers' Union”.

(2) Geen lid van die „South African Diamond Workers' Union” mag by 'n werkgewer wat nie lid is van die „Master Diamond Cutters Association of South Africa” nie, in diens tree of in diens bly by 'n werkgewer wat nie meer 'n lid van die „Master Diamond Cutters Association of South Africa” is nie.

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

28. AANGEWESE VOORMAN.

(1) Wanneer ook al 'n werkgewer 'n voorman in enige inrigting in diens neem, moet die werkgewer dié werknemer skriftelik by die Raad as voorman aanwys.

(2) 'n Werkgewer is tot een voorman in 'n inrigting beperk, met dien verstande dat alleen die Raad na goeie dinge meer as een werknemer as voorman kragtens hierdie klousule kan aanwys as daar spesiale omstandighede is wat 'n bykomende benoëning regverdig.

(3) Die Raad moet aan 'n werkgewer wat 'n voorman in diens neem 'n sertifikaat uitreik wat die werknemer se aanwysing bekragtig.

29. VAKANSIEFONDS.

Hierby word 'n Vakansiefonds gestig wat op die volgende wyse deur die Raad geadminestreer word:—

(1) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking getree het en op elke betaaldag daarna, moet elke werkgewer die bedrag van tien shillings per week van die weekloon van elkeen van sy graad I-werknemers aftrek.

Die totale bedrag aldus afgetrek, saam met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, moet deur laasgenoemde aan die Sekretaris van die Raad, Posbus 1638, Johannesburg, gestuur word, voor of op die tiende dag van die maand wat volg op dié waarop die aftrekkings betrekking het, in die vorm in Aanhangsel A voorgeskryf.

(2) Die Nywerheidsraad moet 'n trustrekening in stand hou en moet alle gelde wat aldus betaal word op genoemde trustrekening inbetaal en 'n kwitansie vir elke sodanige betaling uitreik, waarop die naam van die werkgewer wat die betaling doen, aangetoon is.

(3) Die administrasiekoste van die Vakansiefonds word deur die Nywerheidsraad gedra, wat na goeie dinge van die geld wat aan die Fonds behoort in 'n goedgekeurde bank en/of bougenootskap kan belê en enige rente wat by dié belegging oploop, word deur die Nywerheidsraad gehou ter bestryding van die administrasiekoste van die Fonds.

(4) (a) Gedurende die week net voor die aanvangsdatum van die jaarlikse verloftydperk in die Nywerheid, betaal die Nywerheidsraad aan elke werknemer wat daartoe geregtig is, die bedrag aan hom verskuldig, bereken tot die end van November. Bydraes vir Desember word elke jaar oorgebring en by die bedrag dié volgende jaar verskuldig, ingesluit.

(b) Met dien verstande dat as 'n werknemer uit die Nywerheid tree, die verskuldigde bedrag ten opsigte van die Vakansiefonds vroeër aan hom betaal kan word.

(c) Voorts met dien verstande dat die Nywerheidsraad gedurende die week net voor die aanvangsdatum van die jaarlikse-vakansieverloftydperk in die Nywerheid, as hy dit raadsaam ag of om enige ander goeie en voldoende rede, die totale bedrag van die geld in die Fonds ten opsigte van hulle werknemers inbetaal, aan werkgewers kan betaal, bereken op die basis in subklousule (4) (a) genoem, min enige bedrae ingevolge subklousule (4) (b) betaal.

- (d) In the event of the Industrial Council paying an employer the moneys due to his employees in terms of sub-clause 4 (c), the said employer shall pay to each of his employees entitled thereto the amount due to him not later than the last working day immediately preceding the date of the commencement of the annual holiday period in the Industry. For this purpose the Industrial Council shall furnish each employer with a statement in the form prescribed in Annexure D, showing the amount due to each of his employees to whom the Holiday Fund is applicable.
- (e) The members and officials of the Council shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

Signed for and on behalf of the Parties. This 20th day of June 1960.

P. R. SWERDLOW,
Authorised on behalf of the Master Diamond
Cutters Association of South Africa.

J. W. HURTER,
Authorised on behalf of the South
African Diamond Workers' Union.

W. A. DAVIDSON,
Secretary of the Council.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA.

Tel. 23-9996.

P.O. Box 1638,
Johannesburg.

ANNEXURE "A".

Name and address of firm _____ Month of _____

Id. No.	Surname.	Christian Names.	Holiday Fund.	Council Levies.	Remarks.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA.

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ANNEXURE "B".

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

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

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
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ANNEXURE "C".
(Pro rata leave pay.)

Name of employer _____
Name of employee _____
Period _____
Rate of pay _____
Average daily wage _____
Signature of employer _____
Signature of employee _____

One copy of this voucher to be handed to the employee, the original, together with the amount reflected above, to be sent to the Secretary of the Council within seven days of such payment, falling due.

- (d) In die geval dat die Nywerheidsraad 'n werkgewer die geld aan sy werknemers verskuldig ingevolge subklousule 4 (c) betaal, moet genoemde werkgewer aan elkeen van sy werknemers wat daarop geregtig is, die bedrag aan hom verskuldig betaal voor of op die laaste werkdag net voor die aanvangsdatum van die jaarlikse vakansietydperk in die Nywerheid. Vir hierdie doel verskaf die Nywerheidsraad aan elke werkgewer 'n staat in die vorm wat in Aanhangsel D voorgeskryf is, waarop die bedrag verskuldig aan elkeen van sy werknemers op wie die Vakansiefonds van toepassing is, aangetoon word.

- (e) Die lede en amptenare van die Raad is nie verantwoordelik vir die skulde en verpligtinge van die Fonds nie en hulle word hierby deur die Fonds teen alle verliese en uitgawes gevrywaar wat hulle in of met betrekking tot die bona fide nakoming van hul pligte aan gaan.

Geteken vir en namens die partye op hede die 20ste dag van Junie 1960.

P. R. SWERDLOW,
Namens die „Master Diamond Cutters
Association of South Africa" gemagtig.

J. W. HURTER,
Namens die „South African Diamond
Workers' Union" gemagtig.

W. A. DAVIDSON,
Sekretaris van die Raad.

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA.

Tel. 23-9996.

Posbus 1638,
Johannesburg.

AANHANGSEL „A".

Naam en adres van firma _____ Maand _____

Id. No.	Van.	Voornaam.	Vakan- siefonds.	Raad- heffing.	Opmerkings.

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA.

Tel. 23-9996.

Posbus 1638,
Johannesburg.

AANHANGSEL „B".

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

Naam van werkgewer _____
Naam van werknemer _____
Betalingskaal waarop werknemer was _____
Veranderde betalingskaal _____
Datum van verandering _____

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA.

Tel. 23-9996.

Posbus 1638,
Johannesburg.

AANHANGSEL „C".
(Pro rata-verlofbetaling.)

Naam van werkgewer _____
Naam van werknemer _____
Tydperk _____
Betalingskaal _____
Gemiddelde dagloon _____
Handtekening van werkgewer _____
Handtekening van werknemer _____

Een afskrif van hierdie bewys moet aan die werknemer oorhandig word; die oorspronklike moet saam met die bedrag hierbo aangegee aan die Sekretaris van die Raad gestuur word binne sewe dae nadat sodanige betaling betaalbaar geword het.

INDUSTRIAL COUNCIL FOR THE DIAMOND CUTTING
INDUSTRY OF SOUTH AFRICA.

ANNEXURE "D".

(Payment of Holiday Fund to employees.)

Name of employer—

Name of employee.	Amount due.	

No. 1717.]

[21 October 1960.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

DIAMOND CUTTING INDUSTRY OF
SOUTH AFRICA.

On behalf of the Minister of Labour I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Diamond Cutting Industry of South Africa, published under Government Notice No. 1716 of the 21st October, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

M. VILJOEN,

Deputy-Minister of Labour.

NYWERHEIDSRAAD VIR DIE DIAMANTSLYPNYWERHEID
VAN SUID-AFRIKA.

AANHANGSEL „D“.

(Betaling van Vakansiefonds aan werknemers.)

Naam van werkgewer—

Naam van werknemer.	Verskuldigde bedrag.	

No. 1717.]

[21 Oktober 1960.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

DIAMANTSLYPNYWERHEID VAN SUID-AFRIKA.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Diamantslypnywerheid van Suid-Afrika, gepubliseer by Goewermentskennisgewing No. 1716 van 21 Oktober 1960 oor die algemeen vir persone wie se werkeure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondag en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalinge van genoemde Wet, soos gewysig.

M. VILJOEN,

Adjunk-Minister van Arbeid.

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