



EXTRAORDINARY

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[No. 2220

GOEWERMENSKENNISGEWINGS

DEPARTMENT OF LABOUR

No. R. 2155 22 November 1968

INDUSTRIAL CONCILIATION ACT, 1956

**ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY (CAPE)**

MAIN AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (3) (g) and (h), 20 and 25 of Part I and in clauses 14 and 15 of Part II, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstowns, and in those portions of the Magisterial Districts of Stellenbosch and Malmesbury which prior to the publication of Government Notices No. 283 of 2 March 1962 and No. 171 of 8 February 1957, respectively fell within the Magisterial District of Bellville; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown, and in those portions of the Magisterial Districts of Stellenbosch and Malmesbury which prior to the publication of Government Notices No. 283 of 2 March 1962 and No. 171 of

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GOVERNMENT NOTICES

DEPARTEMENT VAN ARBEID

No. R. 2155 22 November 1968

WET OP NYWERHEIDSVERSOENING, 1956

**ELEKTROTEGNIJSE AANNEMINGS- EN
BEDIENINGSNYWERHEID (KAAP)**

HOOFOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (3) (g) en (h), 20 en 25 van Deel I en in klousules 14 en 15 van Deel II, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad, en in daardie gedeeltes van die landdrosdistrikte Stellenbosch en Malmesbury wat voor die publikasie van onderskeidelik Goewermentskennisgewings No. 283 van 2 Maart 1962 en No. 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (3) (g) en (h), 20 en 25 van Deel I en in klousules 14 en 15 van Deel II, vanaf die tweede Maandag na die datum van

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8 February 1957, respectively, fell within the Magisterial District of Bellville, and from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (3) (g) and (h), 20 and 25 of Part I and in clauses 14 and 15 of Part II, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE) AGREEMENT

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

Electrical Contractors' Association (South Africa);
Electrical Engineering and Allied Industries Association;
and the

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

Amalgamated Engineering Union of South Africa;
and the

South African Electrical Workers' Association

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

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

PART I

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall—

(a) be observed in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, and in that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice No. 171 of the 8th February 1957, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice No. 283 of the 2nd March 1962, fell within the Magisterial District of Bellville, by all employers and employees in the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisations and trade unions, respectively;

(b) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944 (as amended), or any conditions fixed thereunder;

(c) apply to "trainees" in terms of the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with any provisions of that Act or any conditions prescribed in terms thereof.

(2) For purposes of this Agreement the weekly wage rate of Apprentices prescribed under the Apprenticeship Act (Act No. 37 of 1944, as amended), shall be taken to be the weekly wage, and the "hourly rate" shall be the weekly wage calculated as above divided by the number of ordinary hours worked in the establishment concerned.

(3) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of clauses 13 and 14 of Part I of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for a Rate D employee or paid at a rate not less than R157.95, including cost of living allowance but excluding overtime, per month.

2. PERIOD OF APPLICATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for a period of two years from that date or for such period as the Minister may determine.

publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad, en in daardie gedeeltes van die landdrosdistrikte Stellenbosch en Malmesbury wat voor die publikasie van onderskeidelik Goewermentskennisgewings No. 283 van 2 Maart 1962 en No. 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIESE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP) OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur die

Electrical Contractors' Association (South Africa),

Electrical Engineering and Allied Industries Association;
en die

Radio, Refrigeration and Electrical Appliance Association of South Africa

(hieronder die „werkgewers” of „die werkgewersorganisasie” genoem), aan die een kant, en die

Amalgamated Engineering Union
en die

South African Electrical Workers' Association

(hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant,

wat die partye by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) is.

DEEL I

1. TOEPASSINGSBESTEK

(1) Die bepalings van hierdie Ooreenkoms—

(a) moet in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermentskennisgewing No. 283 van 2 Maart 1962 in die landdrosdistrik Bellville geval het, nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is;

(b) is van toepassing op vakleerlinge slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944 (soos gewysig) of met enige voorwaardes wat daarkragtens vasgestel is, strydig is nie;

(c) is van toepassing op „kwekelinge” ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs in die mate waarin dit nie met enige bepaling van daardie Wet of enige voorwaarde daarkragtens voorgeskryf, strydig is nie.

(2) Vir die toepassing van hierdie Ooreenkoms word die weekloon van vakleerlinge wat ingevolge die Wet op Vakleerlinge (Wet No. 37 van 1944, soos gewysig) voorgeskryf word, geag die weekloon te wees en is die „uurloon” die weekloon soos hierbo bereken, gedeel deur die getal gewone werkkure wat in die betrokke bedryfsinrigting gewerk word.

(3) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin vermeld, geld die bepalings van klousules 13 en 14 van Deel I van die Ooreenkoms vir alle werknemers wat by operateursprosesse betrokke is en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms vir 'n loongroep D-werknemer voorgeskryf word of wat 'n loon van minstens R157.95 met inbegrip van lewenskostetoelae maar uitgesonderd oortyd per maand betaal word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal kan word en bly van krag vir 'n tydperk van twee jaar of vir dié tydperk wat die Minister mag vasstel.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956, as amended;

“apprentice” means an employee serving under a contract of apprenticeship registered under the Apprenticeship Act, 1944, as amended, and includes a minor employed on probation in terms of the said Act, or serving under a written contract of apprenticeship recognised by the Council;

“Council” means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape);

“day shift”, except as provided in Parts II and III of this Agreement means subject to the definition herein covering “two-shift system” and “three-shift system”, any period of not more than 8½ hours ordinarily worked by an employee between the hours of 6 a.m. and 6 p.m. on Mondays to Fridays, inclusive of any period not exceeding 5 hours worked between the hours of 6 a.m. and 12 noon on Saturdays; provided that when an employer does not required his employee to work on more than five days in any week, it means any such period of not more than 9¼ hours between 6 a.m. and 6 p.m. on Mondays to Fridays, inclusive;

“domestic appliance” means any appliance designed to be used mainly for domestic household purposes and operating by or using electricity;

“domestic appliance mechanic” or “radiotrician” or “refrigerator mechanic” means an employee engaged on one or more of the following classes of work:—

Diagnosing of faults in, or directing or executing repairs or adjustments to, or servicing, assembling, erecting and/or installing or supervising the erection and/or installation of ranges, refrigerators, washing machines, ironers and all other major electrical appliances, radio and/or wireless instruments and electrical sound reproducing apparatus, the carrying out of final tests of the supervision of such operations, but shall not include an employee engaged on the connecting to existing outlets of radio equipment, refrigerators, ranges or other domestic electrical appliances;

“Electrical Contracting and Servicing Industry (Cape)”, or “Industry” means, without in any way limiting the ordinary meaning of the expression, the Industry in which the employers and employees are associated for any or all of the following:—

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings, or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

and for the purpose of this definition “electrical equipment” shall include—

(i) electrical cables and overhead lines,

(ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets

3. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet en enige vermelding van 'n Wet omvat alle wysigings van sodanige Wet; voorts, tensy onbestaanbaar met die samehang beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos geywsig;

„vakleerling” ’n werknemer in diens kragtens ’n leerlingskontrak wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is, en sluit ’n minderjarige in wat op proef in diens is ingevolge genoemde Wet, of wat ingevolge ’n skriftelike leerlingkontrak dien wat deur die Raad erken word;

„Raad” die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap);

„dagskof”, uitgesonderd soos in Dele II en III van die Ooreenkoms bepaal, behoudens die woordomskrywing hierin wat die „tweeskofstelsel” en „driekofstelsel” dek, ’n tydperk van hoogstens 8½ uur wat gewoonlik deur ’n werknemer tussen die ure 6 vm. en 6 nm. van Maandag tot en met Vrydag gewerk word of ’n tydperk van hoogstens 5 uur wat hy tussen die ure 6 vm. en 12-uur middag op Saterdag werk; met dien verstande dat wanneer ’n werknemer nie van sy werknemer vereis om op meer as vyf dae gedurende ’n week te werk nie, dit enige sodanige tydperk van hoogstens 9¼ uur tussen 6 vm. en 6 nm. vanaf Maandag tot en met Vrydag beteken;

„huishoudelike toestel” ’n toestel wat bedoel is om hoofsaaklik vir huishoudelike doeleindes gebruik te word en wat met elektrisiteit werk of dit gebruik;

„werktuigkundige vir huishoudelike toestelle” of „radiotrisiën” of „koelkaswerktuigkundige” ’n werknemer wat een of meer van die volgende klasse werk verrig:—

Vasstelling van foute in, of aanwysing gee vir, of uitvoering van herstelwerk of verstellers aan, of die diensing, inmeekaarsit, oprigting en/of installering, of toesig hou oor die oprigting en/of installering van stowe, koelkaste, wasmasjiene, strykmasjiene en alle ander groot elektriese toestelle, radio- en draadloosinstrumente en elektriese geluidweergaweapparaat, finale toetse uitvoer, of toesig hou oor sulke werksaamhede, maar nie ’n werknemer wat radiouitrusting, koelkaste, stowe, of ander huishoudelike elektriese toestelle aan bestaande kontakpunte aansluit nie;

„Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)”, of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking op watter wyse ook al te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen of almal van ondergemelde:—

(a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat ’n integrerende en permanente deel van ’n gebou uitmaak, met inbegrip van enige bedrading, kabellaswerk en kabellegging, die konstruksie van bogenoemde elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor ’n gebou gebruik word, met inbegrip van enige bedrading, kabellaswerk en kabellegging, die konstruksie van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk uitgevoer of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat behoort by die oprigting, verandering, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaswerk en kabellegging, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellaswerk en kabellegging, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of bouwerke opgerig en die materiaal daar voorberei word, of elders;

en vir die toepassing van hierdie omskrywing omvat „elektriese uitrusting”—

(i) elektriese kables en bogronde lyne;

(ii) ontwikkelaars, motore, konvertors, skakelaar- en kontrole-uitrusting met ingebrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese verligting, verwarming, kook, beviessing en verkoeling, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese toestelle,

and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment; and further, for the purpose of this definition "design, preparation, erection, installation, repair and maintenance" shall not include—

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
 - (ii) the wiring or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
 - (iii) the manufacture, repair and servicing of motor vehicle batteries;
 - (iv) the manufacture, repair and servicing of typewriter and office appliances;
 - (v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;
- "electrician" means an employee who performs any of the following operations and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Council, or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such operations:—

Armature winding;
cable jointing;
electrical apparatus—construction and/or assembling and/or repairing;
electrical installation;
electrical instrument making and repairing;
electrical overhead line construction;
electrical wiring;
electro-medical appliances and X-ray equipment—installing and/or maintaining and/or servicing and/or construction; and
telecommunication and/or signalling and/or totalisator equipment installation and/or maintenance;

"electrical installation" means the installation and/or erection of any of the articles enumerated in the definition of "electrician" in this clause;

"employee" means any person employed upon any of the classes of work scheduled in this Agreement and/or the annexures hereto;

"employer" means any person whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertake to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business;

"establishment" means any place where the industry or any part thereof, as herein defined, is carried on;

"incentive bonus" means work paid for at a rate based on quantity or output of work done in accordance with the provisions of clause 10 hereof;

"jig or fixture" means a device which definitely locates the work with respect to a tool and/or tool to the work and/or relative position of parts while being joined together, so as to produce articles that are interchangeable within certain tolerances;

"journeyman's work" means work for which wages are prescribed under Rate A in this Agreement;

"journeyman" means an employee employed on "journeyman's work" and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Council or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such work;

"juvenile" means an employee between the age of 16 and 19 years employed on any of the classes of work scheduled in the Annexures to this Agreement in respect of which wages are prescribed, and in respect of whose employment a certificate has been issued by the Council in terms of subclause (2) (a) of clause 15 of Part I of this Agreement;

"maintenance and/or repair and/or servicing" means work done in order to maintain electrical plant and/or equipment;

"N.E.S." means not elsewhere specified;

"night shift" means—subject to the definitions herein covering "two-shift system" and "three-shift system"—any period of not more than 9½ hours ordinarily worked by an employee between the hours of 6 p.m. and 6 a.m. from starting time on Monday until starting time on Saturday;

"pupil engineer and/or approved student" means a person who is in possession of educational qualifications recognised by the Council and obtained through an educational institution likewise recognised by the Council or an Engineering Graduate of

seinuïtrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting; en voorts, vir die toepassing van hierdie omskrywing, omvat— „ontwerp, bereiding, oprigting, installering, herstel en onderhoud" nie die volgende nie:—

- (i) Die vervaardiging en/of inmeekaarsit van bogenoemde uitrusting of onderdeel daarvan;
 - (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehorens, hetsy permanent of andersins; en
 - (iii) die vervaardiging, herstel en diensing van motorvoertuig-batterye;
 - (iv) die vervaardiging, herstel en diensing van tikmasjien- en kantoortoestelle;
 - (v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;
- „elektrisiën" 'n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ingevolge 'n leerlingskontrak wat deur die Raad erken word, of 'n persoon bo die ouderdom van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is en hom in staat stel om vir die volgende werksaamhede in diens geneem te word:—

Ankerwikkeling;
kabelaswerk;
elektriese toestelle bou en/of inmeekaarsit en/of herstel;
elektriese installering;
elektriese instrumentvervaardiging en -herstelwerk;
aanleg van elektriese bogrondse lyne;
elektriese bedrading;
aanleg en/of onderhoud en/of diensing en/of bou van elektro-mediese toestelle en X-straaluitrusting; en
installering en/of onderhoud van telekommunikasie- en/of sein- en/of totalisatoruitrusting;

„elektriese installering" die installering en/of oprigting van enigeen van die artikels wat in die woordomschrywing van „elektrisiën" in hierdie afdeling genoem word;

„werknemer" 'n persoon wat enigeen van die klasse werk wat in hierdie Ooreenkoms en/of die aanhangsels daarvan genoem word, verrig;

„werkgever" enige persoon hoegenaamd wat 'n persoon in diens neem of werk aan hom verskaf en hom besoldig of uitdruklik of stilswyend onderneem om hom te besoldig of wat enige persoon hoegenaamd toelaat om hom op enige wyse in die uitoefening of dryf van sy besigheid te help;

„bedryfsinrigting" enige plek waar die Nywerheid of enige onderdeel daarvan, soos hierin omskryf, uitgeoefen word;

„aansporingsbonus" werk waarvoor daar betaal word teen 'n loon gebaseer op die hoeveelheid of die opbrengs van gedane werk, ooreenkomstig die bepalings van klousule 10 van hierdie Ooreenkoms;

„setmaat" of „setklem" 'n toestel wat die plek vir werk ten opsigte van 'n gereedskapstuk en/of gereedskapstuk ten opsigte van die werk definitief bepaal en/of die relatiewe posisie van onderdele terwyl dit aanmekaar gehê word, om sodoende artikels te produseer wat binne sekere toleransies uitruilbaar is;

„vakmanswerk" werk waarvoor lone onder loongroep A in hierdie Ooreenkoms voorgeskryf word;

„vakman" 'n werknemer wat „vakmanswerk" verrig en wat sy opleiding ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of kragtens 'n leerlingskontrak wat deur die Raad erken word, voltooi het, of 'n persoon oor die ouderdom van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is en hom in staat stel om vir sulke werk in diens geneem te word;

„jeugdige" 'n werknemer tussen die ouderdom van 16 en 19 jaar, in diens in enigeen van die klasse werk wat in die Aanhangsels van hierdie Ooreenkoms genoem word en ten opsigte van wie lone voorgeskryf is en ten opsigte van wie 'n indiensneming 'n sertifikaat ingevolge subklousule (2) (a) van klousule 15 van Deel I van hierdie Ooreenkoms deur die Raad uitgereik is;

„onderhoud en/of herstelwerk en/of diensing" werk wat gedoen word om elektriese installasie en/of uitrusting te onderhou;

„n.e.v." nie elders vermeld nie;

„nagskof", behoudens die omskrywings hierin wat „tweeskoftstelsel" en „drieskoftstelsel" dek, 'n tydperk van hoogstens 9½ uur wat 'n werknemer gewoonlik tussen die ure 6 nm. en 6 vm. vanaf begintyd op Maandag tot begintyd op Saterdag werk;

„leerling-ingenieur en/of erkende student" 'n persoon wat in besit is van die onderwyskwalifikasies wat deur die Raad erken word en wat verkry is aan 'n onderwysinrigting wat insgelyks deur die Raad erken word, of 'n ingenieursgegraderde aan 'n

a South African University or University College, but shall not include a person undergoing prescribed vocational training in the course of his studies;

"templet" means a device for indicating the position of holes and/or attachments on the work and/or from and/or contour of the work;

"trainee" means a person undergoing training in terms of the Training of Artisans Act, 1951;

"two-shift and/or three-shift system" means the method of operation in establishments working two or three shifts in any period of 24 hours for not less than three months in a single period;

"urgent work" means any work which must essentially be performed in the Industry in order to ensure the convenience, health and safety of the public, or the carrying on of any other industry, business or undertaking including the services necessary to restore breakdowns in established electrical services.

4. WAGES AND/OR EARNINGS

(1) Any employee who at the date of commencement of this Agreement is in receipt of a higher rate than that prescribed in this Agreement for the class of work on which he is employed or for work which forms part of such class of work shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed: Provided that where such employee is employed on work previously classified at Rates 1 to 7 in the Agreement published under Government Notice No. R. 795 of the 20th May 1966 (hereinafter referred to as "the past Agreement") he shall continue, while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed to receive his actual rate at date of commencement of this Agreement plus 5c per hour or 3c per hour if his class of work was scheduled at Rate 7A in the past Agreement or 2c per hour if his work was classified at Rate 7B.

(2) No employee shall be discharged by his employer as the result of the commencement of this Agreement and its application involving any change of the wage rate affecting such employee and/or description of any class of work contained in this Agreement in relation to the wage rate and classes of work as prescribed in the new Agreement published under Government Notice No. R. 795 of the 20th May 1966: Provided that the provisions of this subsection shall not abrogate the rights of an employer or an employee under the "Termination of Employment" provisions (clause 12 of Part I of this Agreement) in relation to the right to terminate a contract of service.

(3) Every employee other than an employee of the classes referred to in subclause (1) who at date of commencement of this Agreement is employed by an employer on work classified in the Agreement at Rates A to DDD inclusive shall, whilst in the employ of the same employer and whether or not his actual rate at date of commencement of this Agreement is in excess of the rate specified for his class of work in the Table of Wage Rates contained in this Agreement, be paid not less than the actual rate he is in receipt of at date of commencement of this Agreement plus 5c per hour for a class of work classified at Rates A to D, inclusive, or 3c per hour for work classified at Rate DDD: Provided that no employee shall be paid wages at a rate less than the rate for his class of work contained in this Agreement. For purposes of this Agreement the rate applicable in terms of this subclause or subclause (2), whichever is applicable, shall *mutatis mutandis* apply to employees employed on "Incentive Bonus Work" in terms of Clause 10 of Part I of this Agreement.

For purposes of this subclause the amount of 5 cents per hour referred to herein shall include any increases in wages granted to an employee by his employer on or after 29 April 1968.

No employer shall pay to employees (other than apprentices or trainees) engaged on any of the classes of work specified in this Agreement or in Annexures B to F hereto, wages and/or earnings lower than those stated against such classes, and no employees shall accept wages and/or earnings lower than those stated against such classes.

No person, other than a journeyman or an apprentice or a trainee may be employed on work classified as Rate A without the prior approval of the Council.

Suid-Afrikaanse universiteit of universiteitskollege, maar nie 'n persoon wat voorgeskrywe vakansieopleiding in die loop van sy studies ondergaan nie;

"leipatroon" 'n toestel om die posisie van gate en/of hegstukke aan die werkstuk en/of vorm en/of omtrek van die werkstuk aan te wys;

"kwekeling" 'n persoon wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne, 1951, ondergaan;

"tweeskof- en/of drieskofstelsel" die werkmethode in bedryfs-inrigtings wat twee of drie skofte in 'n tydperk van 24 uur vir minstens drie maande in 'n enkele tydperk werk;

"dringende werk" enige werk wat noodsaaklik in die Nywerheid verrig moet word ten einde die gerief, gesondheid en veiligheid van die publiek te verseker, of die uitoefening van enige ander nywerheid, besigheid of onderneming, met inbegrip van die dienste wat nodig is om onklaarrakings in gevestigde elektriese dienste herstel.

4. LONE EN/OF VERDIENSTE

(1) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig of vir werk wat deel van sodanige klas werk uitmaak, moet steeds minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in diens is en dieselfde werk of enige ander werk verrig waarvoor 'n laer loon voorgeskryf word; met dien verstande dat waar sodanige werknemer werk verrig wat voorheen onder Loon 1 tot 7 ingedeel is in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 795 van 20 Mei 1966 (hieronder die „vorige Ooreenkoms” genoem), moet hy, terwyl hy by dieselfde werkgever in diens is en dieselfde werk of enige ander werk verrig waarvoor 'n laer loon voorgeskryf is, nog sy werklike loon soos op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang, plus vyf sent per uur of drie sent per uur as sy klas werk onder Loon 7A in die vorige Ooreenkoms ingedeel is of twee sent per uur as sy werk onder Loon 7B in die vorige Ooreenkoms ingedeel is.

(2) Geen werknemer mag as gevolg van die inwerkingtreding van hierdie Ooreenkoms en die toepassing daarvan, wat 'n verandering meebring in die loon van sodanige werknemer en/of in die omskrywing van enige klas werk soos in hierdie Ooreenkoms vervat in verband met die loon en klasse werk soos voorgeskryf in die nuwe ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 795 van 20 Mei 1966, deur sy werkgever ontslaan word nie; met dien verstande dat die bepalings van hierdie subklousule nie inbreuk maak nie op die regte van 'n werkgever of 'n werknemer kragtens die bepalings insake „Beëindiging van diens” (klousule 12 van Deel I van hierdie Ooreenkoms) in verband met die reg om 'n dienskontrak te beëindig.

(3) Elke ander werknemer as 'n werknemer van die klasse bedoel in subklousule (1), wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir werk wat in die Ooreenkoms onder Lone A tot en met DDD ingedeel is, moet, terwyl hy in die diens van dieselfde werkgever is en afgesien daarvan of sy werklike loon op die datum van inwerkingtreding van hierdie Ooreenkoms hoër is as die loon gespesifiseer vir sy klas werk in die Loontabel vervat in hierdie Ooreenkoms, minstens die werklike loon betaal word wat hy op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang het, plus vyf sent per uur vir 'n klas werk wat onder Loon A tot en met D ingedeel is of drie sent per uur vir werk wat onder Loon DDD ingedeel is; met dien verstande dat geen werknemer 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word. Vir die toepassing van hierdie Ooreenkoms is die loon wat ingevolge hierdie subklousule of subklousule (2), na gelang van die geval, van toepassing is, *mutatis mutandis* van toepassing op werknemers wat „Aansporingsbonuswerk” ooreenkomstig klousule 10 van Deel I van hierdie Ooreenkoms verrig.

By die toepassing van hierdie subklousule, sluit die bedrag van vyf sent per uur wat hierin bedoel word, alle loonsverhogings in wat op of na 29 April 1968 deur 'n werkgever aan sy werknemer toegestaan is.

Geen werkgever mag aan werknemers (uitgesonderd vakleerlinge of kwekelinge) wat enigeen van die klasse werk verrig wat in hierdie Ooreenkoms of in Bylaes B tot F hiervan gespesifiseer word, lone en/of verdienste betaal nie wat laer is as dié wat teenoor sodanige klasse gemeld word, en geen werknemer mag lone en/of verdienste wat laer is as dié teenoor sodanige klasse gemeld, aanneem nie.

Niemand, uitgesonderd 'n vakman of 'n vakleerling of 'n kwekeling, mag sonder die toestemming van die Raad werk verrig wat onder Loon A ingedeel is nie.

Rate A (n.e.s.)

- (i) Domestic appliance mechanic's work.....
- (ii) Electrician's work.....
- (iii) Radiotrician's work.....
- (iv) Refrigerator mechanic's work.....
- (v) Fitters.....
- (vi) Fitters and turners.....
- (vii) Die and/or jig and/or tool makers.....
- (viii) Instrument making and/or repairing.....
- (ix) Inspecting when performed by inspectors having journeyman's qualifications.....
- (x) Templet makers.....
- (xi) Sheet metal workers.....
- (xii) Journeyman's work.....

**Rate per hour
Cents**

96

After six months
continuous
service with
the same em-
ployer: R1.00

Rate AA

Machinist's work, viz. shaping, slotting, planing, milling (excluding universal milling), grinding, (excluding universal grinding) and the operation of gear cutting and rotary machine tools, excluding centre lathes (with or without copying and/or profiling attachments), boring mills (vertical, horizontal and turret type—with or without copying and/or profiling attachments, die-sinking machines and universal machining
Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments including rules, calipers and the like.....

**Rate per hour
Cents**

96

After six months
continuous
service with
the same em-
ployer: R1.00

Rate D

- Arc and/or gas cutting (n.e.s.).....
- Hand welding by mechanically-fed electrodes..
- Hot and/or cold bending and/or forming to jigs and/or stops in power operated press brake and/or folding machine.....
- Operating power-driven or hydraulic press (n.e.s.) including the affixing and/or removal of dies where there is positive location (excluding structural metal work).....
- Drilling and/or countersinking and/or reaming (n.e.s.) including the use of adjustable reamers provided they are pre-set by a Rate A or AA employee, including the sharpening of drills..
- Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up) but including the use of fixed gauges....
- Drilling with jigs and/or fixtures.....
- Operating single-head oxy-acetylene profiling and/or straightline cutting machine.....
- Operating power saw (n.e.s.) including marking off with rule and/or tape only and including setting of stops (machine shop work).....
- Preliminary tack welding for positioning of jobs prior to welding, riveting or bolting up (runs of not more than one inch in length).....
- *Repetition welding and/or brazing in jigs.....
- *Repetition welding and/or brazing in jigs means that the jig must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the jig, and thereafter the same employee must complete the weld on the article when it is removed from the jig.
- Operating drop forging machine including the removal and/or affixing of dies where there is positive location (n.e.s.).....
- Operating roll forging machine.....
- Tool grinding in jigs.....
- Bending of tubes and/or sections in manually operated machines to templets.....
- Metal spraying for decorative purposes.....
- Chipping for welding and/or caulking.....
- Hydraulic and/or pneumatic gap machine riveting
- Operating automatic submerged arc and/or gas shielded wire and/or flux cored wire arc welding machine including setting up.....
- Operating cold circular saw to marks and/or stops (structural metal work) (n.e.s.).....

**Rate per hour
Cents**

81

Loongroep A (n.e.v.)

- (i) Die werk van 'n werktuigkundige vir huis-houdelike toestelle.....
- (ii) Die werk van 'n elektrisiën.....
- (iii) Die werk van 'n radiotrisiën.....
- (iv) Die werk van 'n koelkaswerktuigkundige.....
- (v) Monteur.....
- (vi) Monteur-draaier.....
- (vii) Stempel- en/of setmaat- en/of gereedskap-maker.....
- (viii) Instrumentmakers- of -herstelwerk.....
- (ix) Inspeksiewerk, wanneer verrig deur inspekteurs met die kwalifikasies van 'n vakman
- (x) Patroonmaker.....
- (xi) Plaatmetaalwerker.....
- (xii) Vakman.....

**Loon per uur
Sent**

96

Na ses maande
ononderbroke
diens by die-
selfde werk-
gewer, R1.00

Loon AA

Masjinswerk, nl. fatsoenering, gleufwerk, skaafwerk, freeswerk (uitgesonderd universele freeswerk), slypwerk (uitgesonderd universele slypwerk) en die bediening van ratsnemasjiene en draaimasjiegereedskap, uitgesonderd senter-draaibanke (met of sonder kopieer- en/of profielhegstukke), boormasjiene (vertikale, horisontale en toringtype—met of sonder kopieer- en/of profielhegstukke, stempelsnemasjiene en universele masjienwerk.....
Werknemers wat masjienwerkverrig, moet toegelaat word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel en te werk volgens en met presisiemeetinstrumente met inbegrip van meetstokke, meetpassers, ens.....

**Loon per uur
Sent**

96

Na ses maande
ononderbroke
diens by die-
selfde werk-
gewer, R1.00

Loon D

- Boog- en/of gassnywerk (n.e.v.).....
- Handswaiswerk met meganies aangevoerde elektrodes.....
- Warm en/of koue buigwerk en/of fatsoenering volgens setmate en/of stoppe in kragaangedrewe persrem- en/of voumasjiene.....
- Bediening van kragaangedrewe of hidrouliese pers (n.e.v.) met inbegrip van die aanbring en/of verwydering van stempels met positiewe plek-bepaling (uitgesonderd boumetaalwerk).....
- Boor- en/of versink- en/of ruimwerk (n.e.v.) met inbegrip van die gebruik van verstelbare ruimers mits hulle vooraf gestel is deur 'n Loon A- of AA-werknemer, met inbegrip van die skerpmaak van bore.....
- Masjienwerk aan herhalingswerk d.m.v. hegstukke en/of setmate en/of stoppe, waar die werksiklus met die hand uitgevoer word (uitgesonderd die opstelling, maar met inbegrip van die gebruik van vaste meters).....
- Boorwerk met setmate en/of vaste stukke.....
- Bediening van enkelkop-oksiasetileenprofiel- en/of reguitsnemasjiene.....
- Bediening van kragzaag (n.e.v.) met inbegrip van afmerk met 'n maatstok en/of maatlint alleenlik en met inbegrip van stopstelwerk (masjien-winkelwerk).....
- Voorlopige hegswaiswerk om werkstukke voor sweising in posisie te plaas, klinknael- of boutwerk (met skagte van hoogstens een duim lank).....
- *Herhalende sweiswerk en/of sweissoldeerwerk in setmate beteken dat die setmaat op so 'n manier gemaak moet word dat die werknemer die grootste hoeveelheid sweis- en/of sweis-soldeerwerk aan die artikel in die setmaat kan verrig, en daarna moet dieselfde werknemer die sweising van die artikel voltooi wanneer dit uit die setmaat verwyder word.....
- Bediening van valsmeemasjiene met inbegrip van die verwydering en/of aanbring van stempels op bepaalde plekke (n.e.v.).....
- Bediening van rolsmeemasjiene.....
- Die slyp van gereedskap in setmate.....
- Die buig van buise en/of seksies in handmasjiene volgens patrone.....
- Metaalspuitwerk vir versieringsdoeleindes.....
- Bikwerk vir sweis- en/of kalfaterwerk.....
- Hidrouliese en/of lugdrukmasjiensklinkwerk.....
- Bediening van outomatiese versinkte boog en/of gasskermdraad- en/of vloei middel kernboog sweismasjiene, met inbegrip van opstelling daarvan.....
- Bediening van koue sirkelsaag volgens merke en/of stoppe (boumetaalwerk) (n.e.v.).....

**Loon per uur
Sent**

81

Rate DD	Rate per hour Cents	Loon DD	Loon per uur Sent
Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up) For the purpose of the above "semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools before and after the power cycle takes over and stopping and unloading the machine	58	Herhalende bediening of oppas van halfoutomatiese masjiene waar die werksiklus kragaan-drywing het en die eindpunt beheer word deur outomatiese stoppe (uitgesonderd opstelling). Vir die toepassing van bostaande, beteken „half-outomatiese masjiene" 'n masjiene waarop dit nie nodig is om die werk met die hand te sentraliseer of in lyn te bring nie en waar handwerksaam-hede beperk is tot die laai van die werkstuk in die kloukop of vashoutoestel van die masjiene, die aansit van die masjiene, die aanstoot of terugtrek van die gereedskap voor- en nadat die kragstelsel oorneem of oorgeneem het en die stopstelling en ontlaaing van die masjiene	58
Rate DDD	Rate per hour Cents	Loon DDD	Loon per uur Sent
Repetition operation of or attending on machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up)..... Drilling and/or countersinking to jigs and/or steel templates and/or stops and/or reaming using non-adjustable reamers excluding radial drilling machines—size of drilled holes not to exceed one inch.....	43	Herhalende bediening of oppas van masjiene wat ontwerp is vir of permanent aangepas is vir 'n enkele gereedskapwerking en waar dit nie nodig is om die werk te sentraliseer of met die hand in lyn te bring nie en waar die handwerk-saamhede beperk is tot die laai van die werk-stuk in die kloukop of vashoutoestel van die masjiene, die aansit, bediening en/of oppas, stopsit en ontlaaing van die masjiene (uitge-sonderd opstelling daarvan)..... Boor- en/of versinkingswerk volgens setmate en/of staalpatrone en/of stoppe en/of ruimwerk waar-by nie-verstelbare ruimers gebruik word, uitge-sonderd radiaalboormasjiene—die grootte van die geboorde gate moet hoogstens een duim wees.....	43
Rate E	Rate per hour Cents	Loon E	Loon per uur Sent
Metal spraying for protective purposes..... Rough grinding to templates and/or marks and/or gauges (structural metal work)..... Production broaching on automatic and/or semi-automatic machines where the operations prior to and after ramming are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up)	38	Metaalspuitwerk vir beskermingsdoeleindes..... Ru-slypwerk volgens patrone en/of merke en/of mate (boumetaalwerk)..... Produksieprofielruimwerk op outomatiese en/of halfoutomatiese masjiene waar die werksaam-hede voor en na ramwerk beperk is tot die laai, aansit, stopsit en ontlaaing van die masjiene (uitgesonderd opstelling daarvan).....	38
Rate F	Rate per hour Cents	Loon F	Loon per uur Sent
Supervising employees employed on classes of work scheduled below Rate F (when so appointed).....	37	Toesighouding oor werknemers wat dié klasse werk verrig wat onder Loon F ingedeel is (wanneer aldus aangestel).....	37
Rate G	Rate per hour Cents	Loon G	Loon per uur Sent
*Attending fully-automatic machines including random checking with fixed gauges..... * For the purpose of the above "fully-automatic machine" is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical-arm fed) and the manual operations are limited to setting the machine in motion, feeding a new bar into the machine or loading the magazine as the case may be, and stop-ping the machine. Dressing and/or deburring by hand and/or by grinding and/or portable power tools..... Operating drop hammer (drop hammer driving) Operating power hammer (hammer driving) under instruction of a Rate A to D employee..... Operating manual machine designed for or perma-nently adapted for one only operation where it is not necessary to centralise or true the work by hand..... Operating power saw for repetitive cutting off to stops and/or length gauges, excluding setting of stops (machine shop work) (other than in tool-room)..... Operating butt and/or flash and/or projection and/or resistance and/or spot welding machine Riveting ($\frac{3}{8}$ inch diameter or less)..... Repetition cutting and/or cropping and/or shear-ing to stops, excluding setting up (machine shop work)..... Striking by hand hammer under instruction of a Rate A to D employee..... Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templates..... Screwing machine operating, excluding setting up Application of anti-corrosive and/or anti-fouling and/or protective coatings.....	22	*Bediening van masjiene wat ten volle outomaties is, met inbegrip van steekproefwerk met vaste mate..... *Vir die toepassing van bostaande beteken „masjiene wat ten volle outomaties is" 'n masjiene met 'n staafvoer of 'n masjiene uitgerus met 'n outo-matiese kloutoestel (d.w.s. magasyn- en/of tafel-en/of meganiese armvoer) en waar die hand-werksaamhede beperk is tot die aansit van die masjiene, die voer van 'n nuwe staaf in die masjiene of die laai van die magasyn, na gelang van die geval, en die stopstelling van die masjiene Poets- en/of afbaardwerk met die hand en/of met slyp- en/of verplaasbare kraggereedskap..... Bediening van valhamer..... Bediening van kraghamer in opdrag van 'n Loon A- tot Loon D-werknemer..... Bediening van handmasjiene ontwerp vir of permanent aangepas vir slegs een werksaam-heid, waar dit nie nodig is om die werk met die hand te sentraliseer of in lyn te bring nie..... Bediening van kragsaag vir herhalende snywerk volgens stoppe en/of lengtemate, uitgesonderd opstelling van stoppe (masjienewinkelwerk) (uitgesonderd in gereedskapkamer)..... Bediening van stui- en/of flits-projeksie- en/of weerstands- en/of puntsweismasjiene..... Klinknaelwerk ($\frac{3}{8}$ duim of minder in deursnee)..... Herhalende sny- en/of knip- en/of skêrwerk werk volgens stoppe, uitgesonderd opstellings-werk (masjienewinkelwerk)..... Klopwerk met handhamer in opdrag van 'n Loon A- tot D-werknemer..... Bediening van verplaasbare hand- en/of voetstuk-slypmasjiene waar die bediener nie volgens merke en/of mate en/of groottes en/of patrone hoef te slyp nie..... Bediening van skroefmasjiene, uitgesonderd op-stelling..... Aanwending van korosiewerende en/of vuilweren-de en/of beskermende lae.....	22

Rate G	Rate per hour Cents
Affixing of slings under instruction of a Rate A to D employee.....	22
Hydraulic testing and/or testing by air, other than the preparatory work.....	
Metal buffing and/or polishing.....	
Metal cleaning by degreasing and/or pickling..	
Rethreading and/or re-tapping and/or re-claiming of nuts and/or bolts.....	
Straightening and/or flattening of gussets and/or cleats.....	
Stripping and/or punching of forgings and/or stampings using pre-set dies.....	
Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths.....	
Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies excluding press brakes and the setting of dies..	
Hot dip coating and/or galvanising under supervision of a Rate A to D employee.....	
Repetition roller bending of material not exceeding 10 gauge.....	
Repetition tapping by machine.....	
Metal coating by dipping.....	
Operating tumbling barrel.....	
Sand and/or shot and/or hydro and/or grit blasting.....	
Operation of and/or attending special purpose machines including the use of fixed gauges, where the manual operations are limited to loading, setting machine in motion, stopping and unloading the machine excluding setting up	
Rough straightening and/or rough flattening of material excluding the use of rules and straight edges.....	
Repetition cutting to stops on reciprocating and/or friction saws (structural metal work).....	

Rate H	Rate per hour Cents
Cutting of scrap other than in workshop.....	20
Boiler stoking and/or attending.....	
Heat treatment furnace loading and/or unloading and/or stoking and/or quenching under instruction of a Rate A to D employee.....	
Holding up for riveting.....	
Rivet heating.....	
Descaling by chipping and/or scraping of ships and/or boilers.....	
Dipping in enamel and/or lacquer and/or paint	
General labouring including assisting Rate A to D employees.....	
Removal of rust and/or coatings.....	
Baling of scrap.....	
Oiling and/or greasing.....	
Packing of manufactured articles for despatch or sale.....	
Stamping and/or affixing metal labels and/or nameplates.....	

Watchman's work.....	Rate per week R10.50
(a) the ordinary hours of work shall not exceed 12 hours per shift for a six-day week;	
(b) in the event of a lesser number of hours than prescribed in (a) being worked, the rate per week may be reduced <i>pro rata</i> ;	
(c) the Agreement conditions relating to hours of work, overtime and payment for work on Sundays and certain public holidays and night shift work, shall not apply to this class of employee.	

Vehicle driving:—	Rate per week R
(i) Driving of any vehicle authorized to carry a pay load up to and including 1 ton....	18.22½
Over 1 ton and up to 3 tons.....	19.35
Over 3 tons and up to 5 tons.....	28.12½
Over 5 tons and up to 7 tons.....	33.30
Over 7 tons.....	34.20

Loon G	Loon per uur Sent
Aanbring van stroppe volgens instruksies van 'n Loon A- tot D-werknemer.....	22
Hidrouliese toetswerk en/of toetswerk met lug, uitgesonderd die voorbereidingswerk.....	
Metaalskuur- en/of -poleerwerk.....	
Metaalskoonmaakwerk deur ghriesverwydering en/of bytmiddelaanwending.....	
Nasny van skroefdraad en/of nasny van moer- draad en/of herwinning van moere en/of boue	
Reguitmaak en/of platmaak van plate en/of klampe.....	
Stroopwerk en/of ponswerk aan smeestukke en/of stempelwerk met voorafgesette stempels.....	
Oppas van skoonmaak- en/of ghriesverwyderings- en/of suur- en/of spoel- en/of smeltmiddelbad- dens.....	
Skroef- en/of trap- en/of handperswerk en/of inkeperwerk en/of kragperswerk waar die werk verrig word met voorafgestelde stempels, uit- gesonderd persremme en die opstelling van stempels.....	
Warmdoppellaagwerk en/of galvanisering onder die toesig van 'n Loon A- tot D-werknemer	
Herhalende rolbuigwerk aan materiaal van hoogstens dikte 10.....	
Herhalende moerdraadsnywerk met 'n masjien..	
Bedekking van metaal met lae deur indompeling..	
Bediening van tuimelvat.....	
Sand- en/of hael- en/of water- en/of gruisblaas- werk.....	
Bediening en/of oppas van masjiene vir 'n spesiale doel, met inbegrip van die gebruik van vaste meters, waar die handwerksaamhede beperk is tot die laai, aansit, stopsit en ontlaai van die masjien, uitgesonderd die opstelling daarvan..	
Ruwe reguitmaak- en/of ruwe platmaakwerk aan materiaal, sonder die gebruik van meetstokke en reihoute.....	
Herhalende snywerk volgens stoppe met weder- kerige en/of wrywingsae (boumatalwerk)....	

Loon H	Loon per uur Sent
Sny van afvalmateriaal behalwe in werkwinkel..	20
Stook en/of oppas van ketel.....	
Hittebehandelingsoond laai en/of ontlaai en/of stook en/of uitdoof op instruksie van 'n Loon A- tot D-werknemer.....	
Vashouwerk vir klinknaelwerk.....	
Verhitting van klinknaels.....	
Ontskalingswerk deur bikking en/of skraping van skepe en/of stoomketels.....	
Indompeling in emalje en/of lak en/of verf.....	
Algemene arbeiderswerk, met inbegrip van hulp- verlening aan Loon A- tot B- werknemers.....	
Verwydering van roes en/of lae.....	
Baal van afvalmateriaal.....	
Olie en/of smeer.....	
Verpakking van vervaardigde artikels vir ver- sending of verkoop.....	
Stempel en/of aanbring van metaaletiketie en/of naamplate.....	

Die werk van 'n wag.....	Loon per week R10.50
(a) Die gewone werkure mag nie 12 uur per skof vir 'n sesdaagse week te bowe gaan nie.	
(b) Ingeval 'n kleiner getal ure gewerk word as wat in (a) voor- geskryf word, kan die weekloon <i>pro rata</i> verminder word.	
(c) Die Ooreenkomsvoorwaardes betreffende werkure, oortyd- werk en betaling vir werk op Sondae en sekere openbare vakan- siedae en nagskofwerk is nie op hierdie klas werknemer van toepassing nie.	

Voertuie bestuur:—	Loon per week R
(i) Enige voertuig bestuur wat gemagtig is om loonvrag van tot en met 1 ton te ver- voer.....	18.22½
Meer as 1 ton en tot 3 ton.....	19.35
Meer as 3 ton en tot 5 ton.....	28.12½
Meer as 5 ton en tot 7 ton.....	33.30
Meer as 7 ton.....	34.20

For the purpose of this subclause—

(a) the hourly rate shall be calculated by dividing the weekly wage herein specified by 45; except in the case of those employed under Part II of this Agreement, when the hourly rate shall be calculated by dividing the weekly wage by 40;

(b) "pay load" means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any Motor Carrier's Certificate of Exemption issued in respect of such vehicle by a Local Road Transportation Board, in terms of the Motor Carrier Transportation Act, 1930, including any trailer while attached thereto, or in the absence of such stipulation in any such certificate, the load specified in a certificate issued by the Council;

(c) "vehicle" means a conveyance propelled by other than human or animal power and includes a tractor.

	Rate per week R
Pupil engineers and/or approved students—	
First year of pupilage.....	26.10
Second year of pupilage.....	36.45
Third year of pupilage and thereafter.....	37.80

(3) No employee shall be employed on more than one occupation scheduled in this Agreement or Annexures B to F hereto during any one week unless payment is made to such employee as if employed for a whole week on the grade of work undertaken by such employee during such week in respect of which the highest rate is payable. The terms of this subclause shall not apply where a lower paid employee is temporarily substituted for a higher paid employee who is absent from his work for any other reason than his employment elsewhere in the establishment (other than in bona fide substitution as herein referred to). Employees thus excepted shall be paid at the higher rate only for such period as they work at the higher paid occupation. Any period of substitution of less than one-half shift in any one week shall not count for payment at the higher rate.

(4) Any employee who at the date of coming into operation of this Agreement was already in receipt of wages in excess of those prescribed for an employee of his class, shall subject to the provisions of clause (4) (1) and (3) continue to receive such higher wages whilst employed by the same employer on the same class of work.

(5) Notwithstanding anything to the contrary in this Agreement or the Annexures B to F hereto, no provision which prohibits the engagement or employment of an employee on any class of work or on any conditions, shall be deemed to relieve the employer from paying the remuneration and observing the conditions which he would have had to pay or observe had such engagement or employment not been prohibited and the employer shall continue to pay such remuneration, and observe such conditions as if such engagement or employment had not been prohibited.

5. HOURS OF WORK

(1) Except as is elsewhere provided—

(a) the ordinary hours of work shall not exceed 45 in any one week for—

(i) employees on day shift and/or night shift;

(ii) employees working on the two-shift and/or three-shift systems;

(b) the ordinary hours per shift shall not exceed those specified in relevant definitions of "day shift" and/or "night shift" in clause 3 of this Part of the Agreement.

(2) An employee engaged on incentive bonus work shall be allowed a rest period of 10 minutes as near as possible to the middle of the morning and afternoon work periods, such rest periods to be reckoned as working time, and paid for at the hourly rate of wages prescribed for an employee performing the same class or classes of work as such employee.

(3) The maximum overtime that may be worked shall not exceed 10 hours per week without the prior permission of the Council.

(4) In any establishment engaged in the two- and/or three-shift system, no employer shall work at night time for more than 12 consecutive working days, and no employee engaged in such establishment shall work more than one shift in any period of 24 hours, except when a change in the rotation of shifts makes this necessary.

Vir die toepassing van hierdie subklousule—

(a) moet die uurloon bereken word deur die weekloon wat hierin gespesifiseer word, deur 45 te deel; uitgesonderd in die geval van diegene wat kragtens Deel II van hierdie Ooreenkoms in diens is, in wie se geval die uurloon bereken moet word deur die weekloon deur 40 te deel;

(b) beteken „loonvrag" die netto dravermoë, of die netto vrag wat 'n voertuig mag vervoer of sleep ingevolge 'n Motorvervoervrystellingsertifikaat wat deur 'n plaaslike Padvervoerraad ingevolge die Motortransportwet, 1930, ten opsigte van sodanige voertuig uitgereik is, met inbegrip van enige sleepwa terwyl dit daaraan gekoppel is, of in die afwesigheid van sodanige bepaling in enige sodanige sertifikaat, die vrag gespesifiseer in 'n sertifikaat wat deur die Raad uitgereik is;

(c) beteken „voertuig" 'n vervoermiddel wat deur ander krag as mense- of dierekrag voortbeweeg word, en omvat 'n trekker.

	Loon per week R
Leerling-ingenieurs en/of erkende studente—	
Eerste jaar van leerlingskap.....	26.10
Tweede jaar van leerlingskap.....	36.45
Derde jaar van leerlingskap en daarna.....	37.80

(3) Geen werknemer mag in meer as een werkzaamheid wat in hierdie Ooreenkoms of Aanhangsels B tot F genoem word, in 'n bepaalde week in diens wees nie, tensy sodanige werknemer betaal word asof hy 'n hele week lank gewerk het in die graad werk wat gedurende sodanige week deur die werknemer onderneem is ten opsigte waarvan die hoogste loon betaalbaar is. Die bepaling van hierdie subklousule geld nie waar 'n laer besoldigde werknemer tydelik 'n hoër besoldigde werknemer vervang wat van sy werk afwesig is om enige ander rede as sy gebruik elders in die bedryfsinrigting (uitgesonderd 'n bona fide-plaasvervanging soos hierin gemeld). Werknemers wat aldus uitgesonderd word, moet teen die hoër loon betaal word slegs vir die tydperk wat hulle in die hoër besoldigde werkzaamheid diens doen. Enige tydperk van plaasvervanging van minder as 'n halwe skof in 'n bepaalde week, tel nie vir betaling teen die hoër loon nie.

(4) 'n Werknemer wat op die inwerkingtreddingsdatum van hierdie Ooreenkoms reeds 'n loon ontvang wat hoër is as dié wat vir 'n werknemer van sy klas voorgeskryf word, moet, behoudens die bepaling van klousule (4) (1) en (3) steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in dieselfde klas werk in diens is.

(5) Ondanks andersluidende bepaling in hierdie Ooreenkoms of Aanhangsels B tot F hiervan word geen bepaling wat die indiensneming of emplojering van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, geag die werkgever te onthef van dié besoldiging te betaal en dié voorwaardes na te kom wat hy sou moes betaal het of sou moes nagekom het as sodanige indiensneming of emplojering nie verbode was nie, en die werkgever moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of emplojering nie verbode was nie.

5. WERKURE

(1) Uitgesonderd soos elders bepaal is—

(a) die gewone werkure hoogstens 45 in 'n bepaalde week vir—

(i) werknemers op dagskof en/of nagskof;

(ii) werknemers wat volgens 'n tweeskofstelsel en/of drieskofstelsel werk;

(b) die gewone werkure per skof is hoogstens dié in die betrokke woordskrywings van „dagskof" en/of „nagskof" in klousule 3 van hierdie Deel van die Ooreenkoms gespesifiseer.

(2) 'n Werknemer wat aansporingsbonuswerk verrig, moet 'n ruspouse van 10 minute so na as moontlik aan die middel van die oggend- en namiddagwerktyd toegestaan word; daardie pouse moet as werktyd beskou word en daarvoor moet die uurloon betaal word soos voorgeskryf vir 'n werknemer wat dieselfde klas of klasse werk verrig as wat deur daardie werknemer verrig word.

(3) Die maksimum oortyd at sonder voorafgaande toestemming van die Raad gewerk mag word, is hoogstens 10 uur per week.

(4) In elke bedryfsinrigting waar daar volgens 'n tweeskofstelsel en/of drieskofstelsel gewerk word, mag geen werknemer langer as 12 agtereenvolgende werkdae nagwerk verrig nie, en geen werknemer wat in sodanige bedryfsinrigting in diens is, mag meer as een skof in 'n tydperk van 24 uur werk nie, uitgesonderd wanneer dit vir 'n verandering in die kringloop van skofte noodsaaklik is.

(5) An employee shall not be required or permitted to work for a continuous period of more than five hours, without an uninterrupted interval of at least one hour: Provided that for the purpose of this clause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(6) (i) No employee, who is a female, shall be required or permitted to work—

(a) between six o'clock p.m. and six o'clock a.m.; or

(b) after one o'clock p.m. on more than five days in any week.

(ii) No employee, who is a female, shall be required or permitted to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless she has—

(i) been given notice thereof before midday; or

(ii) been provided with an adequate meal before she has to commence overtime; or

(iii) has been paid an allowance of not less than 15 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

6. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND CERTAIN PUBLIC HOLIDAYS, APPLICABLE TO ALL EMPLOYEES, OTHER THAN THOSE SPECIALLY PROVIDED FOR IN PARTS II AND IV OF THIS AGREEMENT

(1) Except as provided for in subclauses (2), (3) and (4) of this clause, any time worked by employees after the completion of the normal shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:—

(a) At one and one-third times the hourly rate during the first six hours immediately following the normal shift.

(b) Thereafter, at one and one-half times the hourly rate until the usual starting time of the employee's next normal shift: Provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and one-third times the hourly rate for the first six hours reckoned from the starting time on an ordinary working day and at one and one-half times the hourly rate thereafter.

(2) Whenever an employee is called out on urgent work any time after six hours of having completed his normal shift, he shall be paid at one and one-half times his hourly rate for the period of time commencing when the employee leaves his home and returns there including time worked on the job, until the usual starting time of his next normal shift: Provided that an employee who is called out on urgent work shall in any case be paid at one and one-half times his hourly rate for the time worked from midnight until the usual starting time of his next normal shift.

(3) Whenever an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times the hourly rate for the time worked until the usual starting time of the shift.

(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five-day week shall be paid at one and one-third times his hourly rate for the first six hours reckoned from when he starts work and at one and one-half times his hourly rate thereafter; an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in subclause (1) of this clause; provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For purposes of this subclause, "usual starting time" means the usual starting time on an ordinary working day.

(5) Whenever an employee (other than an employee engaged on urgent work) works on a Sunday he shall be paid at one and two-third times the hourly rate for time worked with a minimum payment of one and two-third times the hourly rate for the hours of a normal shift: Provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(5) Geen werknemer mag verplig of toegelaat word om sonder 'n ononderbroke pouse van minstens een uur, vir langer as vyf uur deurlopend te werk nie; met dien verstande dat vir die toepassing van hierdie klousule, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees.

(6) (i) Geen werknemer, wat 'n vrou is, mag verplig of toegelaat word om soos volg te werk nie:—

(a) Tussen 6-uur nm. en 6-uur vm., of

(b) na 1-uur nm. op meer as vyf dae in 'n week.

(ii) Geen werknemer, wat 'n vrou is, mag verplig of toegelaat word om soos volg oortyd te werk nie:—

(a) Vir langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 in 'n jaar;

(d) langer as een uur op 'n dag na voltooiing van haar gewone werkure, tensy sy—

(i) voor 12-uur middag daarvan in kennis gestel is, of

(ii) 'n toereikende ete aan haar verskaf is voordat sy met oortydwerk moet begin; of

(iii) betyds 'n toelae van minstens 15 sent betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

6. OORTYD EN BETALING VIR WERK OP SONDAG EN OP SEKERE OPENBARE VAKANSIEDAE, VAN TOEPASSING OP ALLE WERKNEMERS, UITGESONDERD DIÉ VIR WIE SPESIALE VOORSIENING IN DELE II EN IV VAN HIERDIE OOREENKOMS GEMAAK WORD

(1) Uitgesonderd soos in subklousules (2), (3) en (4) van hierdie klousule bepaal, word alle tyd wat deur werknemers gewerk word na voltooiing van die gewone skof in die betrokke bedryfsinrigting, as oortyd gereken, waarvoor soos volg betaal moet word:—

(a) Teen een en 'n derde maal die uurloon gedurende die eerste ses uur wat onmiddellik op die gewone skof volg.

(b) Daarna teen een en 'n half maal die uurloon tot die gewone aanvangstyd van die werknemer se volgende gewone skof; met dien verstande dat in die geval van bedryfsinrigtings wat vyf dae per week werk, vir tyd wat op Saterdag gewerk word, betaal moet word teen een en 'n derde maal die uurloon vir die eerste ses uur, gereken vanaf die aanvangstyd op 'n gewone werkdag en teen een en 'n halfmaal die uurloon daarna.

(2) As 'n werknemer enige tyd na ses uur na voltooiing van sy gewone skof vir dringende werk uitgeroep word, moet hy teen een en 'n halfmaal sy uurloon betaal word vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het tot die gewone aanvangstyd van sy volgende gewone skof; met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in elk geval teen een en 'n halfmaal sy uurloon betaal moet word vir die tyd wat van middernag af tot die gewone aanvangstyd van sy volgende gewone skof gewerk word.

(3) Wanneer daar van 'n werknemer vereis word om voor die gewone aanvangstyd vir daardie dag van die week vir werk aan te meld, moet hy teen een en 'n half maal die uurloon betaal word vir die tyd wat hy tot die gewone aanvangstyd van die skof werk.

(4) In alle gevalle waar 'n werknemer op 'n Saterdag op sy eie versoek vroeër as die gewone aanvangstyd begin werk, moet 'n maal sy uurloon betaal word vir die eerste ses uur, gereken vanaf die tydstop wanneer hy begin werk en teen een en 'n halfmaal sy uurloon daarna. 'n Werknemer wat ses dae per week werk, moet sy gewone uurloon betaal word vir die tydperk van die gewone werkure op 'n Saterdag en daarna betaal word soos in subklousule (1) van hierdie klousule bepaal; met dien verstande dat indien die werknemer meer as twee uur voor die gewone aanvangstyd begin werk, hy ten opsigte van alle tyd tot twee uur voor die gewone aanvangstyd gewerk, teen een en 'n halfmaal die uurloon van die werknemer betaal moet word. Vir die toepassing van hierdie subklousule beteken „gewone aanvangstyd” die gewone aanvangstyd op 'n gewone werkdag.

(5) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende werk verrig) op 'n Sondag werk, moet hy teen een en twee derde maal die uurloon betaal word vir tyd gewerk, met 'n minimum betaling van een en twee derde maal die uurloon vir die ure van 'n gewone skof; met dien verstande dat waar die werkgever werk verskaf om die werknemer vir die ure van 'n gewone skof besig te hou en die werknemer versuim of weier om die volle tydperk te werk wat van hom vereis word, sodanige werknemer geregtig is op betaling slegs vir die tydperk wat hy werklik gewerk het.

(6) Employees engaged on urgent work shall be paid for work on Sundays at not less than one and two-third times the hourly rate for the hours worked with a minimum payment of not less than four hours' pay at one and two-third times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-third times the hourly rate shall apply.

(7) Whenever an employee works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, he shall be paid for the hours for which, had he not worked, he would be paid in terms of subclause (2) of clause 13 of this Part of the Agreement, and shall be paid in addition at one and one-third times the hourly rate for time worked up to the said number of hours; thereafter he shall be paid two and one-half times the hourly rate until the usual starting time next day.

(8) An employee shall be given one day off in each week and if he is employed on such day he shall be paid at the rate of one and two-third times the hourly rate for the time worked, until the usual starting time next day; provided that in no case shall he receive less than a minimum of four hours' pay at one and two-third times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-third times the hourly rate shall apply.

(9) Whenever an employee on the instructions of his employer does standby duty awaiting call out on essential service work outside of normal working hours he shall be remunerated at the rate of one rand (R1) per shift in respect of such standby, a shift being any period of not more than 24 hours, provided that—

(i) in addition to the one rand per shift he shall be paid at overtime rates specified in the Agreement in respect of any call out for the period of time commencing when the employee leaves his home and returns there, including time worked on the job;

(ii) subclause (6) and the proviso to subclause (8) hereof shall not apply to employees on standby duty.

(10) For the purpose of subclause (9)—

"essential service work" means and shall be limited to work which may be necessary in order to effect the repair of or to avert any imminent breakdown in electrical equipment as defined in clause 3 of this Part of the Agreement.

(11) The provisions of this clause relating to payment for work on Sundays shall not apply in respect of shifts worked on Sunday night in establishments working a two-shift or three-shift system, which shall be paid for as follows:—

(a) For the hours worked before midnight—at one and one-half times the ordinary hourly rate plus 10 per cent;

(b) after midnight until completion of the shift—at the ordinary hourly rate plus 10 per cent.

(12) For the purpose of this clause—

"a normal shift" is one-fifth of the ordinary weekly hours of work of an establishment working a five-day week or one-sixth of the ordinary weekly hours of work of an establishment working a six-day week;

"usual starting time" means the starting time on an ordinary working day.

7. NIGHT-SHIFT WORK

(1) Subject to the provisions of subclause (4) hereof, night-shift work shall be paid at the rate of ordinary time plus 10 per cent.

(2) For the purpose of subclause (1) of this clause, unless an employee works not less than three consecutive nights between Monday and starting time on Saturday, he shall not be regarded as being on night-shift work.

(3) Not less than six hours shall elapse between the employment of an employee on night-shift and on day-shift; provided that an employee may work during such interim period of six hours if overtime is paid at the rate of one and one-third times the hourly rate.

(4) In establishments working the two-shift system or the three-shift system, payment shall be as follows:—

(a) *Two-Shift System*.—Work ordinarily performed on the second shift—

(i) when the hours for the complete shift fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinarily time plus 10 per cent;

(6) Werknemers wat dringende werk verrig, moet vir werk op Sondag minstens een en twee derde maal die uurloon betaal word vir die ure wat hulle gewerk het, met 'n minimum betaling van minstens betaling ten opsigte van vier uur teen een en twee derde maal die uurloon ten opsigte van ure wat voor 12-uur middag gewerk is. Waar sodanige werk tot in die namiddagtydperk strek, geld 'n minimum betaling ten opsigte van agt uur teen een en twee derde maal die uurloon.

(7) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy betaal word vir die ure waarvoor hy, as hy nie sou gewerk het nie, ingevolge subklousule (2) van klousule 13 van hierdie Deel van die Ooreenkoms betaal sou gewees het, en moet daarenboven teen een en een derde maal die uurloon betaal word vir tyd wat hy gewerk het tot genoemde getal uur; daarna moet hy twee en 'n half maal die uurloon tot die gewone aanvangstyd op die volgende dag, betaal word.

(8) Aan 'n werknemer moet een vry dag in elke week toegestaan word, en indien hy op so 'n dag moet werk, moet hy teen die koers van een en twee derde maal die uurloon betaal word vir die tyd wat hy gewerk het, en wel tot die gewone aanvangstyd op die volgende dag; met dien verstande dat hy onder geen omstandighede minder as 'n minimum van vier uur se besoldiging teen een en twee derde maal die uurloon moet ontvang ten opsigte van ure wat hy voor 12-uur middag gewerk het nie. Waar sodanige werk tot in die namiddagtydperk strek, geld 'n minimum betaling van agt uur teen een en twee derde maal die uurloon.

(9) Wanneer 'n werknemer op las van sy werkgever gereedstaanwerk doen, d.w.s. wanneer hy gereed is om enige oomblik noodsaaklike werk te verrig buite die gewone werkure, moet hy besoldig word teen een rand (R1) per skof ten opsigte van sulke gereedstaanwerk—met 'n skof beskou as enige tydperk van hoogstens 24 uur; met dien verstande dat—

(i) hy, benewens die een rand per skof, besoldig moet word teen die oortydskale in die Ooreenkoms genoem ten opsigte van enige oproep vir diens vir die tydperk wat begin wanneer die werknemer sy woonplek verlaat en daarheen terugkeer, met inbegrip van tyd aan die werk bestee;

(ii) subklousule (6) en die voorbehoudsbepaling by subklousule (8) hiervan nie op werknemers op gereedstaandiens van toepassing is nie.

(10) Vir die toepassing van subklousule (9) beteken—

„noodsaaklike diens” en is dit beperk tot werk wat nodig mag wees ten einde elektriese uitrusting, soos in klousule 3 van hierdie Deel van die Ooreenkoms omskryf, te herstel of om enige dreigende onklaarraking daarvan te voorkom.

(11) Die bepalinge van hierdie klousule betreffende betaling vir werk op Sondag geld nie ten opsigte van skofte wat op Saterdag begin in bedryfsinrigtings wat 'n tweeskof- of drieskofstelsel werk nie vir sulke werk word daar soos volg betaal:—

(a) Vir die ure voor middernag gewerk—teen een en 'n half-maal die gewone uurloon plus 10 persent;

(b) na middernag tot voltooiing van die skof—teen die gewone uurloon plus 10 persent;

(12) Vir die toepassing van hierdie klousule is—

„'n gewone skof” een vyfde van die gewone weeklikse werkure van 'n bedryfsinrigting wat vyf dae per week werk of een sesde van die gewone weeklikse werkure van 'n bedryfsinrigting wat ses dae per week werk;

„gewone aanvangstyd” beteken die aanvangstyd op 'n gewone werkdag.

7. NAGSKOFWERK

(1) Behoudens die bepalinge van subklousule (4) hiervan, moet vir nagskofwerk betaal word teen die loon vir gewone tyd, plus 10 persent.

(2) Tensy 'n werknemer minstens drie agtereenvolgende nagte tussen Maandag en aanvangstyd op Saterdag werk, moet dit nie vir die toepassing van subklousule (1) van hierdie klousule beskou word dat hy op nagskof werk nie.

(3) Minstens ses uur moet verloop tussen 'n werknemer se diens op nagskof en op dagskof; met dien verstande dat 'n werknemer gedurende daardie tussenpoos van ses uur kan werk as daarvoor oortyd teen een en 'n half maal die uurloon betaal word.

(4) In bedryfsinrigtings waar 'n tweeskofstelsel of 'n drieskofstelsel gewerk word is die betaling soos volg:—

(a) *Tweeskofstelsel*.—Werk wat gewoonlik in die tweede skof verrig word:—

(i) as die ure vir die hele skof almal binne 'n tydperk vanaf 6 nm. tot 6 vm. val—teen die loon vir gewone tyd, plus 10 persent;

(ii) when the hours for the complete shift do not fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinary time plus 5 per cent until midnight, and after midnight, at the rate of ordinary time plus 10 per cent.

(b) *Three-Shift System*.—Work ordinarily performed on the—

(i) second shift—at the rate of ordinary time plus 5 per cent;

(ii) third shift—at the rate of ordinary time plus 10 per cent;

(5) Time worked by employees after the completion of the usual night-shift in the establishment concerned shall be regarded as overtime and be paid for at one and one-third times the increased hourly rate for the shift for the first six hours, thereafter at the rate of one and one-half times the increased hourly rate until the commencement of the employee's next normal shift.

For the purposes of the above, "increased hourly rate" means the ordinary hourly rate plus the amount per cent payable thereon at the concluding time of the shift.

8. SHORT-TIME

An employer may work his employees a lesser number of hours than are laid down in this Agreement, due to—

(1) shortage of work and/or materials, in which case an employer shall give his employees two clear working days' notice of his intention to work short-time, and shall, as far as practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend; or

(2) unforeseen contingencies and/or circumstances beyond the control of the employer. In the event of the foregoing circumstances arising an employer shall not be required to pay wages to his employees, except for the periods actually worked, provided that where the employer believes that resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day;

(3) short shifts worked while working short-time shall count as shifts actually worked for purposes of the qualifications for the paid holiday referred to in clause 13 of Part I, clause 5 of Part II and clause 3 of Part III.

9. PAYMENT OF EARNINGS

(1) (a) Wages, incentive bonus rates and overtime shall be paid weekly, in cash, on Friday, within 15 minutes of the ordinary stopping time, and the aforesaid remuneration shall include all payments due to the employee calculated up to and including the shift completed on the proceeding Tuesday of the same week; provided that where employment terminates before the ordinary pay day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating.

(b) All weekly remuneration and/or allowances referred to in paragraph (a) of this subclause and/or in clause 27 of this Part and/or in clause 8 of Part II and/or clause 4 of Part IV of this Agreement when handed to each employee shall be contained in an envelope, which shall become the property of the employee and on which shall clearly be indicated the amounts received under the various headings and/or allowable deductions as referred to in subclause (3) of this clause.

(2) No premium for the training of an employee shall be charged or accepted by an employer.

(3) No deductions of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee:—

(a) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in clause 13 of this Part of the Agreement, clause 5 of Part II and clause 3 of Part III of this Agreement, a pro rata amount for the period of such absence, provided that an employee shall be deemed to be working in addition to any period during which he is actually working if he is absent from work on the instruction or at the request of the employer, in circumstances other than those provided for in clause 8, and no deductions may be made from the employees wage in respect of such absence.

(ii) as die ure vir die hele skof nie almal binne 'n tydperk vanaf 6 nm. tot 6 vm. val nie—teen die loon vir gewone tyd, plus 15 persent, tot middernag, en teen die loon vir gewone tyd, plus 10 persent na middernag.

(b) *Drieskofstelsel*.—Werk wat gewoonlik verrig word in die—

(i) tweede skof—teen die loon vir gewone tyd, plus 5 persent;

(ii) derde skof—teen die loon vir gewone tyd, plus 10 persent.

(5) Tyd wat deur werknemers na voltooiing van die gewone nagskof in die betrokke bedryfsinrigting gewerk word, moet as oortyd beskou word en daarvoor moet betaal word teen een en 'n derde maal die verhoogde uurloon vir die skof vir die eerste ses uur daarna teen een en 'n half maal die verhoogde uurloon tot aan die aanvangs tyd van die werknemer se volgende gewone skof. Vir die toepassing van bogenoemde beteken „verhoogde uurloon” die gewone uurloon plus die persentasie-bedrag wat teen die aflooptyd van die skof ten opsigte daarvan betaalbaar is.

8. KORTTYD

'n Werkgewer kan sy werknemers vir 'n kleiner getal ure as wat in hierdie Ooreenkoms vasgestel is, laat werk as gevolg van—

(1) tekort aan werk en/of grondstowwe, in welke geval die werkgewer aan sy werknemers twee volle dae kennis moet gee van sy voorneme om korttyd te laat werk, en vir sover dit doenlik is, die beskikbare werk eweredig onder die betrokke werknemers moet verdeel. As die werkgewer uitdruklik van die werknemer vereis om op 'n bepaalde dag by die bedryfsinrigting te verskyn om uit te vind of daar werk beskikbaar sal wees, dan moet hom ten opsigte van daardie dag minstens vier uur werk, of betaling in plaas daarvan, gegee word. As daar nie van die werknemer vereis word om by die bedryfsinrigting aanwesig te wees nie, dan moet die werkgewer die werknemer op die werkdag onmiddellik voor die dag waarop hy nie aanwesig hoef te wees nie, daarvan in kennis stel; of

(2) onvoorsiene gebeurlikhede en/of omstandighede buite beheer van die werkgewer. Ingeval voornoemde omstandighede ontstaan, kan nie van 'n werkgewer vereis word om lone van sy werknemers te betaal nie, behalwe vir die tydperke wat werklik gewerk is; met dien verstande dat wanneer die werkgewer van mening is dat werk hervat kan word en hy sy werknemers uitdruklik gelas om hulle vir diens op 'n bepaalde dag aan te meld, hulle ten opsigte van daardie dag minstens vier uur werk of betaling in plaas daarvan, moet ontvang.

(3) Kortskofte wat tydens korttydwerk gewerk word, tel vir kwalifisering vir die verlof met betaling wat in klousule 13 van Deel I, klousule 5 van deel II en klousule 3 van Deel III genoem word, as skofte wat werklik gewerk is.

9. BETALING VAN VERDIENSTE

(1) (a) Lone, aansporingsbonuslone en oortydbetaling moet wekeliks op Vrydag binne 15 minute na die gewone stakingstyd in kontant betaal word en voornoemde besoldiging moet dan alle betalings insluit wat aan die werknemer verskuldig is, bereken tot en met die skof wat op die voorgaande Dinsdag van dieselfde week voltooi is; met dien verstande dat wanneer diens voor die gewone betaaltdag eindig, alle betalings wat aan die werknemer kragtens hierdie Ooreenkoms verskuldig is by dusdanige eindiging van sy diens aan hom betaal moet word.

(b) Alle wekelikse besoldiging en/of toelaes wat in paragraaf (a) van hierdie subklousule en/of in klousule 27 van hierdie Deel en/of in klousule 8 van Deel II en/of klousule 4 van Deel IV van dié Ooreenkoms vermeld word, moet, wanneer dit aan elke werknemer oorhandig word, ingesluit wees in 'n koever, wat die eiendom van die werknemer word en waarop die bedrae wat ontvang is onder die verskillende hoofde en/of toelaatbare aftrekkings soos subklousule (3) van hierdie klousule vermeld, duidelik aangedui moet word.

(2) 'n Werkgewer mag geen vergoeding vir die opleiding van 'n werknemer vra of aanneem nie.

(3) Geen bedrag hoegenaamd, uitgesonderd ondergenoemde, mag van die bedrae wat kragtens hierdie Ooreenkoms aan 'n werknemer betaalbaar is, afgetrek word nie:—

(a) 'n *Pro rata*-bedrag vir die tydperk van sodanige afwesigheid as 'n werknemer van die werk afwesig is, met ingebrip van afwesigheid gedurende verlof wat toegestaan is vir verlenging van die verlof soos in klousule 13 van hierdie deel van die Ooreenkoms, klousule 5 van Deel II en klousule 3 van Deel III van hierdie Ooreenkoms voorgeskryf; met dien verstande dat 'n werknemer geag word te werk benewens enige tydperk wat hy werklik aan die werk is, as hy van sy werk afwesig is op las of op versoek van die werkgewer onder ander omstandighede as dié waarvoor daar in klousule 8 voorsiening gemaak word, en geen bedrag mag ten opsigte van sodanige afwesigheid van 'n werknemer se loon afgetrek word nie.

(b) With the written consent of the employee, deductions for sick benefits, insurance, pension funds or contributions to recreation funds.

(c) Contributions to the funds of the Council in terms of clause 29 of this Part of the Agreement.

(d) Any amount paid by an employer, compelled by law, including common law, ordinance, or legal process, to make payment on behalf of an employee.

(e) Where an employee is absent from work, resultant of the closing of an establishment by mutual arrangement between the employer and not less than 75 per cent of his employees a pro rata amount for the period of such absence.

(f) Deduction in respect of board and/or lodging in terms of clause 26 of this Part of the Agreement.

(g) With the written consent of the employee, deductions for subscriptions to a trade union which is a party to this Agreement.

(h) Deductions in terms of clause 14 of Part II of the Agreement.

(4) Where, in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

10. INCENTIVE BONUS

Subject to the general conditions hereafter set out an employee may agree with his employer to work under a system of payment by result:—

(i) The conditions specified in this Agreement in respect of overtime, night-shift work and work performed on Sundays and on public holidays specified in this Agreement shall be calculated at the hourly rate of that class of work schedule in this Agreement.

(ii) Incentive bonus rates shall be fixed by mutual arrangement between the employer and the employee who is to perform the work, the shop steward to be consulted, if desired by either of the parties.

(iii) In the event of a dispute in the incentive bonus rate and failing an arrangement being made in settlement between the parties, the matter shall forthwith be referred by one or both of the aggrieved parties to the Council.

(iv) Pending an arrangement being made regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Council in terms of paragraph (iii) the employee shall proceed with the job in accordance with the incentive bonus rate allowed by the management.

(v) Any adjustment determined upon by the Council in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.

(vi) Time during which an employee is abnormally prevented from proceeding with his work, shall, if the employee is required to stand by, be paid for at the hourly rate for that class of work scheduled in this Agreement with Agreement conditions in respect of overtime and night-shift when applicable. Time during which an employee is standing by shall not be taken into account in calculating bonus earnings.

(vii) No payment shall be made for delays which are normal in the establishment concerned, and which have been considered when fixing the time allowance.

(viii) No rate agreed upon between an employer and employee shall be considered to be satisfactory if such rate does not enable an employee employed on an incentive bonus system to earn not less than 10 per cent above the rate schedule in this Agreement for the occupation concerned.

(ix) In all cases the employee shall be guaranteed the hourly rate for his class of work irrespective of earnings, for the hours worked.

(x) An employee engaged on an incentive bonus system shall be paid on the normal pay day of each week.

(xi) No incentive bonus rate or basic times once established may be altered except for the following reasons:—

(1) A mistake in the calculation of either side; or

(2) the material means or method of production or the quantities are changed; or

(3) a mutual arrangement has been made between the employer and the employee in the same way as a new price is arranged.

(xii) The Council may, for any reason which it deems fit, prohibit any establishment from working under an incentive bonus system.

(b) met die skriftelike toestemming van die werknemer, bedrae vir siektebystand-, versekerings- en pensioenfondse, of bydraes aan ontspanningsfondse;

(c) bydraes aan die Raadsfondse ingevolge klousule 29 van hierdie deel van die Ooreenkoms;

(d) enige bedrag wat deur 'n werkgewer betaal word by wetlike oorskrif, met inbegrip van die gemeenereg, 'n ordonnansie of regsgeding wat hom verplig om namens 'n werknemer 'n betaling te doen;

(e) 'n *pro rata*-bedrag ten opsigte van die tydperk van sulke afwesigheid, wanneer 'n werknemer van die werk afwesig is as gevolg van die sluiting van 'n bedryfsinrigting ingevolge onderlinge ooreenkoms tussen 'n werkgewer en minstens 75 persent van sy werknemers;

(f) bedrae vir etes en/of huisvesting ooreenkomstig klousule 26 van dié deel van die Ooreenkoms;

(g) met die skriftelike toestemming van die werknemer, bedrae vir ledegeld aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;

(h) bedrae ingevolge klousule 14 van Deel II van die Ooreenkoms.

(4) Waar werk in 'n bedryfsinrigting of 'n plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgewer elke werknemer sy verdienste uitbetaal.

10. AANSPORINGSBONUS

Behoudens die algemene voorwaardes soos hieronder uiteengesit, kan 'n werknemer met sy werkgewer ooreenkom om ooreenkomstig 'n stelsel van betaling volgens resultate te werk:—

(i) Die voorwaardes in hierdie Ooreenkoms genoem het betrekking tot oortyd, nagskofwerk en werk op Sondag en op openbare vakansiedae, soos genoem in die Ooreenkoms, moet bereken word teen die uurloon vir daardie klas werk in hierdie Ooreenkoms uiteengesit.

(ii) Aansporingsbonuslone moet vasgestel word by onderlinge ooreenkoms tussen die werkgewer en die werknemer wat die werk moet verrig en die werkwinkelvertegenwoordiger moet geraadpleeg word as enigen van die partye dit verlang.

(iii) In die geval van 'n geskil oor die aansporingsbonusloon en wanneer die partye nie tot 'n skikking kan geraak nie, moet die saak onmiddellik deur een of albei van die gegriefde partye na die Raad verwys word.

(iv) In afwagting van 'n ooreenkoms met betrekking tot die aansporingsbonusloon, of wanneer die aansporingsbonusloon na die Raad verwys word kragtens paragraaf (iii), moet die werknemer aangaan met die werk teen die aansporingsbonusloon wat deur die bestuur toegestaan word.

(v) Alle aanpassings wat deur die Raad ten gunste van die werknemer vasgestel word, is op hom van toepassing met ingang van die datum waarop die saak na die Raad verwys is.

(vi) Vir alle tyd wat 'n werknemer abnormaal verhinder word om sy werk te verrig en van die werknemer vereis word om hom vir werk gereed te hou, moet betaal word teen die loon vir daardie klas werk in hierdie Ooreenkoms uiteengesit met Ooreenkomsvoorwaardes ten opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer gereedstaan, moet nie in ag geneem word wanneer bonus verdienste bereken word nie.

(vii) Geen betaling word gedoen vir verdragings wat normaal vir die betrokke bedryfsinrigting is nie en waarmee by die vasstelling van die tydtoelating rekening gehou is nie.

(viii) Geen skaal waarop 'n werkgewer en 'n werknemer ooreenkom, kan as bevredigend beskou word nie, tensy daardie skaal 'n werknemer wat op 'n aansporingsbonusstelsel in diens is, in staat stel om minstens 10 persent bo die basiese loon wat hierin vir die betrokke soort werk vasgestel is, te verdien.

(ix) In alle gevalle moet die werknemer die uurloon vir sy klas werk gewaarborg word, ongeag die verdienste vir die ure gewerk.

(x) 'n Werknemer wat volgens 'n aansporingsbonusstelsel werk, moet op die gewone betaaldag van elke week betaal word.

(xi) Geen aansporingsbonusloon of basistye kan, nadat dit vasgestel is, verander word nie, behalwe om die volgende redes:—

(1) 'n Fout in die berekening deur een van die partye; of

(2) by verandering van die materiaal, produksiemiddels of produksiemetodes of die hoeveelhede; of

(3) daar tussen die werkgewer en die werknemer 'n onderlinge reëling getref is op dieselfde manier as waarop 'n nuwe prys gereel word.

(xii) Die Raad kan om enige rede wat hy mag goed vind 'n bedryfsinrigting verbied om volgens 'n aansporingsbonusstelsel te werk.

(xiii) Apprentices may not be employed on incentive bonus work unless the prior permission of the Council has been obtained; provided that first year apprentices and apprentices in their second year who have not yet taken the examination or the National Technical Certificate, Part II, may not be employed on such schemes.

11. TRAVELLING AND SUBSISTENCE ALLOWANCE

(1) Where work is done away from the employer's establishment or the employee's usual working place necessitating travelling, the employee sent to do such work shall be provided with second class rail accommodation except over suburban lines, when the accommodation shall be first class, or suitable transport to and from the job.

(2) When an employee is required to travel in terms of subclause (1) hereof, he shall be paid at ordinary rates during ordinary hours of work, and at half rates outside of ordinary hours of work, pay in any circumstances not to exceed 12 hours' pay per cycle of 24 hours or part thereof reckoned from the time the journey commences; provided that if an employee has been working on the day which the journey commences, he shall be entitled to receive only up to a maximum of 12 hours' full pay which shall include the wages earned by him in respect of such day.

(3) An employee shall be paid for meals and bed on the train. Where an employee by reason of his employment is away from his usual working place, is required by his employer to live away from his usual domicile, suitable board and lodging shall be provided or paid for on the job or alternatively the employer may pay employees engaged on work classified as Rate A at the rate of R2 per day or R12 per week in lieu thereof.

(4) For the purpose of this clause, Sunday shall be considered to be an ordinary working day.

(5) Notwithstanding the aforementioned, the following special provisions shall apply in cases where an employee is engaged on the particular site or working place of the job being undertaken:—

(a) In the event of the employer no longer requiring the services of the employee on the job in question, but being prepared to employ the same employee on another job at a different place, the employer shall—

(i) advise the employee in writing that further employment is available at a different place;

(ii) at the completion of one month of employment or the completion of the job, whichever is the sooner, refund to an employee presenting himself for employment in terms of subparagraph (i), the cost of one single second class rail accommodation for the journey so undertaken.

(b) In the event of an employer failing to give notification in terms of paragraph (a) (i), but nevertheless re-employing the employee within a period of one month at a different place, the employee shall be entitled to the refund set out in paragraph (a) (ii).

12. TERMINATION OF EMPLOYMENT

(1) Not less than one clear working day's notice shall be given by the employer or employee to terminate a contract of service; provided that this shall not affect—

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

(b) any agreement between an employer and employee providing for a longer period of notice than one clear working day; and further, provided that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

(2) For the purpose of this clause, Saturday shall not be considered as a clear working day. Notice to terminate a contract of service at finishing time on Saturday shall be given prior to midday on Friday.

13. HOLIDAY AND UNEMPLOYMENT PAY

Save as is elsewhere provided, the following conditions shall apply:—

(1) Subject to subclause (2) of this clause, holiday payments provided for in this clause shall be computed at the rate of pay which the employee is receiving at the date of qualification except in the case of employees employed on an incentive bonus system, whose holiday payment shall be computed on the average weekly earnings exclusive of overtime over the last three months

(xiii) Vakleerlinge mag nie vir aansporingsbonuswerk in diens geneem word nie tensy die toestemming van die Raad vooraf verkry is; met dien verstande dat eerstejaars- en tweedejaarsvakleerlinge wat nog nie die eksamen vir Nasionale Tegnieke Sertifikaat, Deel II, afgeleë het nie, nie vir sodanige skemas in diens geneem mag word nie.

11. VERVOER- EN ONDERHOUDSTOELAE

(1) Wanneer daar weg van die werkgewer se bedryfsinrigting of die werknemer se gewone werkplek gewerk moet word wat reis nodig maak, moet aan die werknemer wat gestuur word om daardie werk te verrig, spoorwegvervoer, tweede klas, verskaf word, behalwe oor voorstedelike lyne, waar vervoer in die eerste klas of ander geskikte vervoer na en van die werk verskaf moet word.

(2) Wanneer van 'n werknemer vereis word om kragtens subartikel (1) hiervan te reis, moet hy die gewone loon betaal word vir die gewone werkure, en teen helfte van die loon buite die gewone werkure, en betaling mag onder geen omstandighede meer as 12 uur se loon per kringloop van 24 uur, of gedeelte daarvan, gereken vanaf die tyd waarop die reis aanvang, wees nie; met dien verstande dat wanneer die werknemer gewerk het op die dag waarop die reis begin, hy slegs op betaling van 'n maksimum van 12 uur se volle loon geregtig is, wat die loon moet insluit wat hy op daardie dag verdien het.

(3) 'n Werknemer moet vir etes en 'n bed op die trein betaal word. Wanneer van 'n werknemer weens sy diens van sy gewone werkplek af, deur sy werkgewer vereis word om weg van sy gewone woonplek te bly, moet geskikte etes en huisvesting by die werk verskaf word of moet daarvoor betaal word, of anders kan die werkgewer werknemers wat werk doen wat as loongroep A ingedeel word, R2 per dag of R12 per week in plaas daarvan betaal.

(4) Vir die toepassing van hierdie klousule word Sondag as 'n gewone werkdag beskou.

(5) Ondanks wat hierbo voorgeskryf is, is die volgende spesiale bepaling van toepassing in gevalle wanneer 'n werknemer werk op die bepaalde terrein of werkplek waar die werk onderneem word:—

(a) Ingeval die werkgewer nie langer die werknemer se dienste vir die bepaalde werk nodig het nie, maar bereid is om dieselfde werknemer op 'n ander werk te laat werk, moet die werkgewer—

(i) die werknemer skriftelik in kennis stel dat verder diens op 'n ander plek beskikbaar is;

(ii) by voltooiing van een maand se diens, of, na gelang van die vroegste, die voltooiing van die werk, 'n werknemer wat hom vir diens kragtens subparagraaf (i) aanbied, die koste van een enkelreisspoorwegkaartjie, tweede klas, vir die reis wat aldus onderneem is, terugbetaal.

(b) Ingeval 'n werkgewer versuim om die kennisgewing kragtens paragraaf (a) (i) te gee, maar die werknemer tog binne 'n tydperk van een maand op 'n ander plek in diens neem, is die werknemer geregtig op die terugbetaling soos in paragraaf (a) (ii) voorgeskryf.

12. DIENSBEÏNDIGING

(1) Die werkgewer of die werknemer moet minstens een volle werkdag opsegging vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie op onderstaande inbreuk maak nie—

(a) op 'n werkgewer of werknemer se reg om die dienskontrak sonder voorafgaande opsegging om regsgeldige rede te beëindig;

(b) op 'n ooreenkoms tussen 'n werkgewer en werknemer wat voorsiening maak vir 'n langer termyn van diensopsegging as een volle werkdag; en voorts met dien verstande dat 'n werkgewer 'n werknemer loon kan betaal vir en in plaas van die voorgeskrewe termyn van opsegging, of die opsegging soos ooreengekom.

(2) Vir die toepassing van hierdie klousule, word Saterdag nie as 'n volle werkdag beskou nie. Opsegging van 'n dienskontrak vir beëindiging by stakingstyd op Saterdag, moet voor 12 uur middag op Vrydag geskied.

13. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

Behoudens soos elders bepaal, is die volgende voorwaardes van toepassing:—

(1) Behoudens die bepaling van subklousule (2) van hierdie klousule, moet verlofbetalings wat in hierdie klousule voorgeskryf word, bereken word teen die loon wat die werknemer op die datum van kwalifisering ontvang, behalwe in die geval van werknemers wat volgens aansporingsbonusstelsel in diens is, wie se verlofbetalings bereken moet word volgens die gemiddelde weeklikse verdienste, sonder oortyd, oor die laaste drie maande wat

actually worked on incentive bonus work prior to the holiday becoming due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

(2) If an employee does not work on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day, remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever Day of the Covenant, Christmas Day or New Year's Day falls on a Saturday an employee who does not normally work on a Saturday shall be paid at his average ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period Monday to Friday inclusive; and provided further that this subclause shall not apply to an employee who is on paid holiday in terms of subclause (3) of this clause. For the purpose of this subclause, the average ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate schedule in his Agreement for the class of work being performed.

(3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' paid holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 291 shifts (whether worked for one or more employers) exclusive of overtime, actually worked on a six-day working week basis, or 49 calendar weeks of employment in the case of an employee working a five-day week basis; provided that—

(i) subject to subparagraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, as the case may be, with the same employer shall not count for leave purposes; provided that an employee who is laid off, after working 18 shifts or three calendar weeks, as the case may be, shall be credited with the number of shifts or calendar weeks actually worked for leave purposes;

(ii) where an employee's service with the same employer is broken in terms of subparagraph (i) hereof, and he resumes work for the same employer, he shall be credited for holiday leave purposes with the total number of shifts or calendar weeks, as the case may be, worked with such employer; provided that he does not work for another employer in the interim;

(iii) any period of absence on account of sickness aggregating not more than 52 shifts or eight and two-thirds calendar weeks, as the case may be, in any one year of service shall count for holiday purposes; provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes; provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act and the periods of absence counting for holiday purposes shall be the periods of disablement admitted by the said Act;

(iv) any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or five-sixths of a week, as the case may be, worked toward his qualification, with a maximum penalty of 30 shifts or five calendar weeks, in any one qualifying period for paid leave; provided that notification of such absence shall be made by the employer in writing to the Council within seven days of such absence;

(v) periods of absence on the additional week's leave or accumulations thereof provided for in subclause (9) of this clause shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during these periods by the employees concerned.

(b) The holiday shall include four weekends and be for one unbroken period.

(c) Should either Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.

(d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.

(e) The holiday shall be granted by the employer so as to commence within a period of three months of due date.

(f) An employee shall be entitled to and shall take his holiday within a period of three months from due date, unless exemption be granted by the Council.

werklik volgens aansporingsbonusse gewerk is voor die verlof verksuldig geword het, of na gelang van die kortste tydperk, oor die getal weke wat werklik gedurende die tydperk van diens volgens aansporingsbonusse gewerk is.

(2) As 'n werknemer nie op Goeie Vrydag, Hemelvaartsdag, Gelofte dag, Kersdag of Nuwejaarsdag werk nie, moet sy werk-gewer hom ten opsigte van so 'n dag minstens sy gewone besoldi-ging betaal asof hy op daardie dag sy gewone gemiddelde werk-ure vir daardie dag van die week gewerk het; met dien verstande dat wanneer Gelofte dag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie, sy gewone gemiddelde uurloon betaal moet word vir die getal ure waarvoor hy betaal sou gewees het as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en voorts met dien verstande dat hierdie subklousule nie van toepassing is op 'n werknemer wat met betaalde verlof kragtens subklousule (3) van hierdie klousule is nie. Vir die toepassing van hierdie subklousule is die gewone gemiddelde uurloon van werknemers wat volgens 'n aansporingsbonussstelsel werk, die loon in die Ooreen-koms voorgeskryf vir die klas werk wat verrig word.

(3) Elke werknemer is kragtens hierdie Ooreenkoms geregtig op drie agtereenvolgende weke verlof met betaling, behoudens die volgende voorwaardes:—

(a) Die kwalifikasie vir daardie verlof is 291 skofte (hetsy vir een of meer werkgewers gewerk), sonder oortyd, wat werklik gewerk is op die basis van 'n sesdaagse werkweek, of 49 kalender-weke diens in die geval van 'n werknemer wat op dié basis van 'n vyfdaagse week werk; met dien verstande dat—

(i) behoudens soos bepaal in subparagraaf (ii) hiervan, diens vir minder as 30 skofte of vyf kalenderweke, na gelang van die geval, by dieselfde werkgewer, nie vir verlofdoeleindes mee-gereken word nie; met dien verstande dat 'n werknemer wie se dienste tydelik opgeskort word na voltooiing van 18 skofte, of na gelang van die geval, drie kalenderweke, vir verlofdoel-eindes gekrediteer moet word met die getal skofte of kalender-weke wat werklik gewerk is;

(ii) as 'n werknemer se diens by dieselfde werkgewer onder-breek word soos in subparagraaf (i) hiervan bepaal, en hy vir dieselfde werkgewer die werk hervat, moet hy vir verlofdoel-eindes gekrediteer word met die totale getal skofte, of kalender-weke, na gelang van die geval, wat by daardie werkgewer gewerk is; met dien verstande dat hy intussen nie vir 'n ander werkgewer werk nie;

(iii) enige tydperk van afwesigheid weens siekte van altesame hoogstens 52 skofte of, na gelang van die geval, agt en twee-derde kalenderweke in 'n jaar dien, tel vir verlofdoeleindes; met dien verstande dat 'n werkgewer geregtig is om van die werknemer te vereis om, as bewys van die oorsaak van afwesig-heid, 'n doktersertifikaat voor te lê. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes meetel; met dien verstande dat daar ten opsigte van daardie ongeluk gereken word dat dit binne die begelings van die Ongevalle-wet val, en die tydperke van afwesigheid wat vir die verlof-doel-eindes meetel is die tydperk van ongeskiktheid wat in genoemde Wet erken word;

(iv) enige werknemer wat van sy werk wegbly sonder om daarvoor bevredigende redes op te gee wat vir sy werkgewer aanneemlik is, verbeur ten opsigte van elke skof of werkdag wat hy deur sodanige afwesigheid verloor, vyf skofte of, na gelang van die geval vyf-sesdes van 'n week wat vir sy verlof-kwalifikasies gewerk is, met 'n maksimum boete van 30 skofte of vyf kalenderweke in enige kwalifiseertyd vir verlof met betaling; met dien verstande dat die werkgewer binne sewe dae na daardie afwesigheid die Raad skriftelik daarvan in kennis moet stel;

(v) tye van afwesigheid op grond van die ekstra week verlof op ophopings daarvan waarvoor voorsiening in subklousule (9) van hierdie klousule gemaak word, tel vir die verlofkwalifika-sie in die mate van die getal skofte wat die betrokke werk-nemer normaalweg gedurende daardie tye sou gewerk het.

(b) Die verlof moet vier naweke insluit en vir 'n ononderbroke tydperk wees.

(c) Wanneer Goeie Vrydag, Hemelvaartsdag, Gelofte dag, Kersdag of Nuwejaarsdag binne die tydperk van die verlof val, moet die tydperke met een dag met volle betaling vir elke van daardie dae verleng word.

(d) 'n Werknemer moet binne een maand vanaf die datum waarop hy op verlof geregtig is, daarom aansoek doen

(e) Die verlof moet deur die werkgewer so toegestaan word dat dit begin binne 'n tydperk van drie maande vanaf die datum waarop dit die werknemer toeval.

(f) 'n Werknemer is geregtig op verlof en moet dit neem binne 'n tydperk van drie maande vanaf die datum waarop dit hom toeval, tensy vrystelling deur die Raad verleen word.

(g) No employee shall engage in any employment for gain during the period of his holiday.

(4) (a) At the end of each and every calendar month and not later than seven days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled in respect of the said calendar month, and shall furnish a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes less any deductions compelled by law for income tax. A copy of this voucher shall be handed to the employee concerned.

(b) Any employer who does not wish to remit to the Council monthly the holiday and unemployment pay or special bonus prescribed in terms of subclause (4) (a) of this clause, and subclause (3) of clause 14, may be exempted from doing so on production of evidence to the satisfaction of the Council that the moneys due and/or accruing are adequately safeguarded by means of a surety issued by an approved bank, insurance company or similar financial institution to the effect that such moneys are safeguarded, and will be forwarded to the Secretary of the Council not later than 14 days prior to the time that the employee is due to proceed on annual leave. At the same time the holiday money is remitted to the Council in terms of this subclause the employer shall furnish the Council with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes less any deductions compelled by law for income tax. A copy of this voucher shall be handed to the employee concerned. For the purposes of subclause (4) (a) and (b) of this clause—

(i) when an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him, on his ceasing work to go on holiday, through the offices of the Council;

(ii) the employer shall, not later than 14 days prior to the time that the employee is due to proceed on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes together with the employee's voucher as prescribed in subclause (4) (a) and (b) of this clause.

(5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of subclause (3) of this clause, he shall be credited with the proportionate number of shifts or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts or calendar weeks of employment, as the case may be, which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled.

(6) (a) Where the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher or vouchers to the Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the lesser, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted, the unpaid amount shall be credited to him in the books of the Council and shall be available in accordance with the foregoing provisions, either when next he qualifies for leave or becomes unemployed for a longer period than six days.

(b) Any employee claiming and receiving payment in terms of paragraph (a) of this subclause shall, on obtaining further employment in the Industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this clause the leave equivalent of such balance shall be credited to him.

(7) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself, as the case may be, through the Council.

(8) (a) An employee who has been furnished with a voucher in terms of subclause (5) of this clause and is no longer employed in the Industry, shall on production of a written proof acceptable to the Council that he is no longer employed in the Industry be

(g) Geen werknemer mag gedurende die tydperk van sy verlof in enige diens vir winsbejag werk nie.

(4) (a) Aan die einde van elke kalendermaand en nie later nie as sewe dae na die einde van sodanige kalendermaand moet elke werkgever aan die Sekretaris van die Raad die geld wat gelyk is aan die vakansiebetaling waarop alle of enigeen vansy werknemers ten opsigte van genoemde kalendermaand geregtig is, stuur en 'n betaalbewys uitreik wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en die getal skofte vermeld wat vir verlofdoeleindes tel, min enige bedrae wat ingevolge die Wet vir Inkomstebelasting afgetrek moet word, 'n Kopie van hierdie betaalbewys moet aan die betrokke werknemer oorhandig word.

(b) 'n Werkgever wat nie maandeliks aan die Raad die verlof- en werkloosheidsbetaling of spesiale bonus voorgeskryf ingevolge subklousule (4) (a) van hierdie klousule, en subklousule (3) van klousule 14, wil stuur nie, kan daarvan vrygestel word deur tot tevredeheid van die Raad bewys te lewer dat die gelde wat betaalbaar is en/of oploop genoegsaam beveilig is deur middel van 'n sekerheid wat deur 'n erkende bank, versekeringsmaatskappy of soortgelyke finansiële instelling uitgereik is, met dié strekking dat sulke gelde beveilig is, en dit moet nie later nie as 14 dae voor die tyd waarop die werknemer met jaarlikse verlof sal gaan, aan die Sekretaris van die Raad gestuur word. Terselfdertyd dat die verlofgeld ingevolge hierdie subklousule aan die Raad gestuur word, moet die werkgever aan die Raad 'n bewys verskaf, opgestel in 'n vorm wat vir die Raad aanneemlik is en wat die getal skofte wat vir verlofdoeleindes tel, min enige afrekkings wat by wet vir inkomstebelasting afgetrek moet word, vermeld. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word. Vir die toepassing van subklousule (4) (a) en (b) van hierdie klousule—

(i) wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die gelde aan hom betaalbaar vir die doeleindes van sulke verlof, op die tydstip wat hy ophou met werk met die doel om met verlof te gaan, deur bemiddeling van die kantore van die Raad aan hom betaal word;

(ii) die werkgever moet, nie later nie as 14 dae voor die tyd dat die werknemer met jaarlikse verlof sal gaan, aan die Raad 'n verlof betaalbewys stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening vir verifikasiedoeleindes bevat, tesame met die werknemer se betaalwys soos in subklousule (4) (a) en (b) van hierdie klousule voorgeskryf.

(5) Wanneer 'n werknemer se diens eindig voordat hy geregtig is op verlof met besoldiging kragtens subklousule (3) van hierdie klousule, moet hy gekrediteer word met die ooreenstemmende getal skofte, of, na gelang van die geval, kalenderweke diens. Die werkgever moet aan die werknemer by sy vertrek 'n bewys uitreik wat die getal skofte, of, na gelang van die geval, kalenderweke diens vermeld, wat vir verlofdoeleindes meetel en onmiddellik die geld gelyk aan die verlof waarop die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.

(6) (a) As die tydperk van werkloosheid tussen die een diens en die ander meer as ses dae bedra, is 'n werknemer wat sy bewys of bewyse by die Nywerheidsraad indien, gedurende elke week van sy werkloosheid geregtig op uitbetaling van die bedrag waarmee hy gekrediteer staan van minstens R4 of, na gelang van die kleinste bedrag, die bedrag waarmee hy gekrediteer staan, maar, na gelang van die grootste, hoogstens die halfloon teen die loon wat hy betaal is toe die werkloosheid begin het, tot daardie tyd waarop die krediet wat op die bewys of bewyse aangetoon word, uitgeput is. Ingeval die werknemer weer werk kry voordat daardie krediet uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word wat ooreenkomstig bogenoemde bepalinge vir hom beskikbaar moet wees wanneer hy of vir sy volgende verlof kwalifiseer, of vir langer as ses dae werkloos word.

(b) Enige werknemer wat aanspraak maak op betaling en betaling ontvang kragtens paragraaf (a) van hierdie subklousule, moet, wanneer hy verder in die Nywerheid werk kry, begin om vir verlof te kwalifiseer vanaf die datum van daardie indiensneming; met dien verstande dat wanneer daar 'n onopgeëiste balans is waarop hy kragtens hierdie klousule geregtig is om gekrediteer mee te word, hy met die verlofekuivalent van daardie balans gekrediteer moet word.

(7) Wanneer 'n werknemer sterf, of in die loop van sy werk onbekwaam word om verder sy bedryf uit te oefen, moet die bedrag wat aan hom verskuldig is ten opsigte van verlofbetaling, aan sy boedel of, na gelang van die geval, deur tussenkoms van die Nywerheidsraad aan hom uitbetaal word.

(8) (a) 'n Werknemer aan wie 'n bewys kragtens subklousule (5) van hierdie klousule uitgereik is en wat nie langer in die Nywerheid in diens is nie, is by voorlegging van 'n skriftelike bewys aanneemlik vir die Raad dat hy nie meer in die Nywerheid

entitled, subject to paragraph (b) of this subclause, on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.

(b) Any voucher issued to an employee in terms of subclause (5) of this clause shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period and may in its discretion make *ex gratia* payment from the funds of the Council to such employee as is referred to herein.

(9) (a) An employee who has been in continuous employment with one establishment on qualifying for his tenth period of annual leave as provided for in terms of subclause (3) of this clause, and each year thereafter whilst in the employ of the same establishment irrespective of whether the said establishment has changed ownership since the employee concerned was first employed shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

(i) the paid holiday referred to in subclause (3) of this clause may be extended by an extra week; or

(ii) the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualified for three such extra week's paid holiday.

(b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) of this subclause and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the paid holiday provided for in subclause (3) of this clause, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to taken the accumulated leave in the period before he next qualifies for paid holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(c) Whenever the employment of an employee terminates who has become entitled to but has not yet received the equivalent value of the additional paid leave, provided for in this subclause, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

(10) Saving as is otherwise provided herein, employment for purposes of this clause shall be deemed to commence from the date on which an employee enters an employer's service or the date on which he last became entitled to holiday leave, whichever is the later.

(11) The Council may make reciprocal arrangements with any other industry for the interchange of leave vouchers to the benefit of the employee leaving the Industry.

(12) *Prohibition of cession.*—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

(13) In this clause the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or new owner of his business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

14. HOLIDAY BONUS

(1) This clause shall not apply to employees employed in terms of Part III of this Agreement, apprentices, trainees, any category of Rates E to H employees, labourers and watchmen or police boys.

(2) For the purpose of this clause "holiday qualification" shall be the qualification for the paid holiday prescribed in clause 13 of this Part of the Agreement.

werk nie, behoudens paragraaf (b) van dié subklousule, geregtig op betaling daarteen van elke onbetaalde balans waarmee hy in dié boeke van die Raad gekrediteer staan, by voorlegging van dié bewys aan die Raad.

(b) Alle bewys wat kragtens subklousule (5) van hierdie klousule aan 'n werknemer uitgereik word, is geldig vir twee jaar vanaf dié datum van die laaste skof deur dié werknemer gewerk, en bedrae in dié krediet van 'n werknemer in dié boeke van die Raad kom die fondse van dié Raad toe by verstryking van dié tydperk; met dien verstande egter dat die Raad alle eise moet oorweeg wat deur dié werknemer na verstryking van die tydperk ingedien word, en die Raad kan na goëddunke *ex-gratia*-betalings uit dié fondse van die Raad doen aan werknemers hierin genoem.

(9) (a) 'n Werknemer wat ononderbroke in diens by dieselfde bedryfsinrigting was, is, wanneer hy vir sy 10de tydperk van jaarlikse verlof kwalifiseer soos bepaal ooreenkomstig subklousule (3) van dié klousule, en elke jaar daarna terwyl hy in diens by dieselfde bedryfsinrigting is, ongeag of genoemde bedryfsinrigting van eienaar verwissel het sedert die betrokke werknemer eerste in diens geneem is, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgewer gerieflik is, of op dié ekwivalente waarde daarvan; met dien verstande dat by onderlinge ooreenkoms tussen die werkgewer en werknemer—

(i) dié betaalde verlof wat in subklousule (3) van hierdie klousule voorgeskryf word, met 'n ekstra week verlang kan word; of

(ii) dié ekstra week verlof van die kwalifiseerjaar uitgestel kan word en deur die werknemer opgehoop kan word tot hy vir drie van daardie ekstra weke verlof met betaling kwalifiseer.

(b) As dié werkgewer en werknemer ooreenkom, soos bepaal in paragraaf (a) (ii) van dié subklousule, en dié werknemer vir drie van daardie ekstra weke verlof met betaling gekwalifiseer het (hierna „die opgeloopte verlof” genoem), moet die werkgewer dié opgeloopte verlof toestaan, en dié werknemer moet dit neem, wanneer dié verlof met betaling, soos voorgeskryf in subklousule (3) van hierdie klousule, aan hom toestaan en deur hom geneem word, tensy soos gedoen kan word, dié werkgewer en werknemer ooreenkom dat dié opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat dié werkgewer in ieder geval dié werknemer dié geleentheid moet gee om dié opgeloopte verlof te neem in die tydperk voordat hy sy eersvolgende verlof met betaling kwalifiseer, en indien dié werknemer in gebreke bly om dié opgeloopte verlof in daardie tydperk te neem, verbeur hy sy reg daarop.

(c) By beëindiging van dié diens van 'n werknemer wat geregtig geword het op dié gelyke waarde van dié ekstra verlof met betaling soos in hierdie subklousule bepaal, maar dit nog nie ontvang het nie, moet hy by dié beëindiging van sy diens betaal word vir daardie ekstra verlof met betaling waarvoor hy gekwalifiseer het, maar nog nie ontvang het nie.

(10) Behoudens soos andersins hierin bepaal, word dit vir dié toepassing van hierdie klousule beskou dat diens op die datum begin waarop 'n werknemer by dié werkgewer in diens tree, of, na gelang van die jongste, die datum waarop hy laas op vakansie-verlof geregtig geword het.

(11) Die Raad kan met alle ander nywerhede wederkerige reëlings tref vir dié uitwisseling van verlofbewyse ten bate van die werknemer wat die Nywerheid verlaat.

(12) *Verbod op sessie.*—Geen eis hoegenaamd deur enige werknemer teen die Raad mag gesedeer word nie en geen beweerde sessie daarvan is bindend vir die Raad nie.

(13) In dié klousule omvat die uitdrukking „werkgewer”—

(a) ingeval van die dood van 'n werkgewer, dié eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(b) ingeval van die bankrotskap van 'n werkgewer of ingeval van dié bereddering van sy boedel of dié oordrag of verkoop van sy besigheid, dié trustee of beredderaar of nuwe eienaar van dié besigheid;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

14. VAKANSIEBONUS

(1) Dié klousule is nie op werknemers in diens kragtens Deel III, van dié Ooreenkoms, vakleerlinge, kwekelinge, enige kategorie werknemers van loongroepe 8, 9, 10 en 11, arbeiders, wagte en polisiejongens van toepassing nie.

(2) Vir dié toepassing van hierdie klousule beteken „vakansie-kwalifikasie” dié kwalifikasie vir dié vakansie met besoldiging soos in klousule 13 van hierdie Deel van dié Ooreenkoms voorgeskryf.

(3) Whenever an employee to whom this clause applies is paid his holiday pay, he shall at the same time be paid a bonus in accordance with the following formula:—

Bonus Payable as Hereunder

Holiday bonus per annum calculated pro rata to the holiday qualification completed after the date on which the employee last qualified for his paid holiday, or the date of his engagement, whichever is the later.

	R
Where the employee's scheduled rate exceeds 42 cents per hour but does not exceed 57 cents per hour.....	60.00
Where the employee's scheduled rate exceeds 57 cents per hour but does not exceed 67 cents per hour.....	70.00
Where the employee's scheduled rate exceeds 67 cents per hour but does not exceed 80.5 cents per hour.....	100.00
Where the employee's scheduled rate exceeds 80.5 cents per hour.....	110.00

(3) (a) Whenever an employer transmits to the Council holiday payments in terms of subclause (4) (a) of clause 13 of this Part of the Agreement, he shall at the same time transmit the money equivalent of the special bonus specified for his class as contained under subclause (2) of this clause as follows:—

The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, calculated pro rata monthly, a copy of which shall be forwarded to the Secretary of the Council, within seven days after the end of each and every month along with the money equivalent of the holiday payments referred to in clause 13 (4) (a) of this Part of the Agreement.

(b) For the purposes of subclause—

(i) when an employee is about to take his leave, the moneys payable to him for the Special Bonus shall be paid to him on his ceasing work to go on holiday, at the offices of the Council during the prescribed hours;

(ii) except as is provided for under subclause 4 (b) of clause 13 of Part I of the Agreement in which case the provisions of subclause (4) (b) (i) and (ii) shall *mutatis mutandis* apply to such bonus moneys as are referred to under subclause 2 of clause 14 of this Part of the Agreement.

(4) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of subclause (3) of this Part or clause 13 of Part I of the Agreement as applied by subclause (12) of clause 3 of this Part, whichever is applicable, the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts or calendar weeks of employment credited to him for holiday purposes. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts or calendar weeks of employment which count for holiday purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Council, along with the money equivalent of the paid holiday entitlement.

(5) For the purpose of this clause—

“holiday qualification” shall be the qualification for the paid holiday prescribed in clause 13 (3) (a) of this Part of the Agreement;

“qualified employees” means any employee who is remunerated according to experience and has qualified for the rate for his class of work specified as payable “thereafter”.

15. REGISTRATION OF EMPLOYEES

(1) All employees employed on work scheduled in this Agreement, except all categories of Rates E to H employees employed in the Industry shall be registered with the Council by the employer on the form prescribed by the Council.

(2) (a) No employer shall employ a juvenile and/or learner without obtaining the prior approval of the Council and a certificate from the Council, in such form as it may prescribe.

(b) Any permission given in terms of paragraph (a) hereof may be withdrawn by the Council for any good and sufficient reason which it deems fit, and the employer shall on receipt of notification from the Council, forthwith dispense with the

(3) Wanneer 'n werknemer op wie hierdie klousule van toepassing is, sy vakansiebesoldiging betaal word, moet hy terselfdertyd 'n bonus ooreenkomstig onderstaande formule betaal word:—

Bonus betaalbaar

Vakansiebonus per jaar, *pro rata* bereken volgens die vakansie-kwalifikasie voltooi na die datum waarop die werknemer laas vir sy vakansie met besoldiging gekwalifiseer het of die datum van sy indiensneming, nl. die jongste datum.

	R
Waar die werknemer se ingelyste loon meer as 42 sent per uur maar hoogstens 57 sent per uur be-loop.....	60.00
Waar die werknemer se ingelyste loon meer as 57 sent per uur maar hoogstens 67 sent per uur be-loop.....	70.00
Waar die werknemer se ingelyste loon meer as 67 sent per uur maar hoogstens 80.5 sent per uur be-loop.....	100.00
Waar die werknemer se ingelyste loon meer as 80.5 sent per uur be-loop.....	110.00

(3) (a) Wanneer 'n werkgewer aan die Raad verlofbetalings ingevolge subklousule (4) (a) van klousule 13 van hierdie Deel van die Ooreenkoms stuur, moet hy terselfdertyd en op dié wyse hieronder vermeld die geld wat gelyk is aan die spesiale bonus stuur wat vir sy klas bepaal is, soos in subklousule (2) van hierdie klousule soos volg vervat:—

Die werkgewer moet die bedrag daarvan op 'n betaalwyse inskryf wat aan die werknemer besorg moet word en wat die getal skofte vermeld wat vir die bonus tel, wat *pro rata* maandeliks bereken moet word, en binne sewe dae na die einde van elke maand 'n afskrif daarvan aan die Sekretaris van die Raad stuur, saam met die geld wat aan die verlofbetalings gelyk is en wat in klousule 13 (4) (a) van hierdie Deel van die Ooreenkoms genoem word.

(b) Vir die toepassing van hierdie subklousule—

(i) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die gelde betaalbaar aan hom vir die spesiale bonus, op die tydstip wat hy ophou met werk om op vakansie te gaan, by die kantore van die Nywerheidsraad gedurende die voorgeskrewe ure aan hom betaal word.

(ii) Uitgesonderd soos by subklousule 4 (b) van klousule 13 van Deel I van die Ooreenkoms bepaal word, wanneer die bepalings van subklousule (4) (b) (i) en (ii) *mutatis mutandis* op sulke bonusgelde van toepassing is soos by subklousule 2 van klousule 14 van hierdie Deel van die Ooreenkoms genoem.

(4) Wanneer dié diens van 'n werknemer eindig voordat hy geregtig word op betaalde verlof ingevolge die bepalings van subklousule 3 van hierdie Deel van klousule 13 van Deel I van die Ooreenkoms, soos by subklousule 12 van klousule 3 van hierdie Deel toegepas, watter klousule ook al geld, moet die werknemer met 'n gedeelte van die bonus vir sy klas gespesifiseer, gekrediteer word in verhouding tot die getal skofte of kalenderweke diens wat vir verlofdoeleindes aan hom gekrediteer word. Die werkgewer moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word, waarop die getal skofte of kalenderweke diens wat vir verlofdoeleindes tel, uiteengesit word, en onmiddellik die geldekwivalent van die bonus aan die Sekretaris van die Raad stuur tesame met die geldekwivalent van die betaalde verlofkrediet.

(5) Vir die toepassing van hierdie klousule is—

„verlofkwalifikasie” die kwalifikasie vir die betaalde verlof voorgeskryf in klousule 13 (3) (a) van dié Deel van die Ooreenkoms; en beteken

„gekwalfiseerde werknemers” 'n werknemer wat volgens ondervinding besoldig word en wat vir die loon vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het.

15. REGISTRASIE VAN WERKNEMERS

(1) Alle werknemers in diens op werk wat in hierdie Ooreenkoms genoem word, uitgesonderd alle klasse werknemers van loongroepe 8, 9, 10, 11 en 12 in die Nywerheid in diens, moet deur die werkgewer by die Raad geregistreer word op die vorm deur die Raad voorgeskryf.

(2) (a) Geen werkgewer mag 'n jeugdige en/of leerling in diens neem voordat hy die goedkeuring van die Raad vooraf verkry het nie, asook 'n sertiikaat van die Raad in dié vorm wat hy kan voorskryf.

(b) Toestemming wat kragtens paragraaf (a) hiervan verleen word, kan deur die Raad om enige goeie en voldoende rede, wat hy goedvind, ingetrek word, en die werkgewer moet by ontvangs van so 'n kennisgewing van die Raad, onmiddellik afsien van die

services of the juvenile and/or learner to whom the notification refers, or retain the juvenile's and/or learner's services at the full rate prescribed for the rate in question.

(c) When permission is withdrawn in terms of paragraph (b) hereof, the employer shall forthwith return the certificate to the Council for cancellation.

16. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

17. OUTWORK

(1) No employer shall require or allow any of his employees to undertake general, mechanical, electrical or marine electrical work, contracting, radio, refrigeration or domestic appliance work, including repairing or assembling elsewhere than in his establishment except when such work is in execution or completion of any order placed with such employer.

(2) No employee shall solicit or take orders for or undertake general, mechanical, electrical or marine electrical work, contracting, radio, refrigeration or domestic appliance work, including repairing or assembling on his own account for sale and/or for gain and/or on behalf of any other person or firm whilst in the service of an employee engaged in the Industry.

18. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement and Annexures hereto to any employer or employee, provided that no exemption from subclause (6) of clause 5 of this Part and from subclause (4) of clause 1 of Part IV of this Agreement shall be granted to, or in respect of any female employee engaged on manual work. Applications for exemptions shall be made to the Secretary of the Council.

(2) The Council shall fix the conditions subject to which such exemption shall operate; provided that the Council may, if it deem fit, after one week's notice has been given, in writing, to the person concerned, withdraw any licence of exemption even if the period for which such exemption was granted has not expired.

(3) The Council shall cause to be issued to every person to whom exemption has been granted, a licence, duly signed, setting out—

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which exemption is granted;
- (d) the period during which the exemption shall operate.

(4) The Council shall cause—

- (a) all licences issued to be numbered consecutively;
- (b) a copy of each licence issued to be retained and a copy of each licence issued to be forwarded to the Divisional Inspector of Labour of the area in respect of which the licence is issued.

(c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

19. SUPERVISORY WORK

(1) (a) At least one employee with knowledge of supervising or overseeing work shall be employed in each department of any establishment where employees engaged on Rates C to H are employed.

(b) Where such supervisory and/or overseer's work is performed, such supervisor and/or overseer shall receive not less than the prescribed rate for the next higher rate than that in which the employee exercises the supervision and/or overseeing or where there is no such higher rate than at the highest rate prescribed, save that for supervision and/or overseeing in Rates E to H work and/or labourers, such supervisor and/or overseer shall receive not less than the scheduled rate for Rate E work in that division of the Industry in which he is employed.

(2) The provisions of subclause (1) (a) and (b) hereof shall not apply in respect of those persons employed in terms of Part II of this Agreement.

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employee who is not a member of one of the trade unions shall be employed by an employer who is a member of one of the employers' organisations and no employee who is a

dienste van die jeugdige en/of leerling op wie die kennisgewing betrekking het, of die jeugdige en/of leerling se dienste behou teen die volle loon wat vir die betrokke loongroep voorgeskryf word.

(c) As toestemming kragtens paragraaf (b) hiervan ingetrek word, moet die werknemer onmiddellik die sertifikaat vir kansellering aan die Raad terugstuur.

16. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werknemer mag 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

17. BUITEWERK

(1) Geen werkgewer kan enigeen van sy werknemer vereis of hulle toelaat om algemene, werktuigkundige, elektriese of marine-elektriese werk, kontrak-, radio- en koelkas- of huishoudelike toestelwerk, met inbegrip van die herstel of inmeekaarsit, elders as in sy bedryfsinrigting te onderneem nie, behalwe wanneer daardie werk ter uitvoering of voltooiing van 'n bestelling wat by daardie werkgewer geplaas is, verrig moet word.

(2) Geen werknemer mag vir eie rekening vir verkoop en/of vir winsbejag en/of ten behoeve van 'n ander persoon algemene, werktuigkundige, elektriese, of marine-elektriese werk, kontrak-radio- en koelkas- of huishoudelike toestelwerk, met inbegrip van herstel of inmeekaarsit, werk werf of bestellings daarvoor aanneem of onderneem terwyl hy by 'n werkgewer wat die nywerheid uitoefen, in diens is nie.

18. VRYSTELLINGS

(1) Die Raad kan aan werkgewers of werknemers vrystelling van enigeen van die bepalings van hierdie Ooreenkoms en die aanhangsels verleen; met dien verstande dat geen vrystelling van subklousule (6) van klousule 5 van dié Deel en van subklousule (4) van klousule 1 van Deel IV van die Ooreenkoms verleen mag word aan of ten opsigte van 'n vroulike werknemer wat hande-arbeid doen nie. Aansoek om vrystelling moet aan die Sekretaris van die Raad gerig word.

(2) Die Raad moet die voorwaardes behoudens waarvan daardie vrystelling verleen word, vasstel; met dien verstande dat die Raad, na goeddunke en nadat een week skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingssertifikaat kan intrek, selfs al het die termyn waarvoor daardie vrystelling verleen is, nie verstryk nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n behoorlik ondertekende sertifikaat laat uitreik wat die volgende vermeld:—

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop daardie vrystelling verleen word;
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Raad moet toesien dat—

- (a) alle sertifikate wat uitgereik word, in volgorde genummer is;
- (b) van elke sertifikaat wat uitgereik word moet 'n afskrif gehou word en van elke sertifikaat wat uitgereik word, moet 'n afskrif opgestuur word na die Afdelingsinspekteur van Arbeid vir die gebied ten opsigte waarvan die sertifikaat uitgereik word;
- (c) 'n afskrif van die sertifikaat moet aan die betrokke werkgewer gestuur word wanneer die vrystelling aan 'n werknemer verleen word.

19. OPSIGTERSWERK

(1) (a) Minstens een werknemer wat kennis van opsigters- of opsienswerk het, moet in elke afdeling van 'n bedryfsinrigting in diens wees waar werknemers in loongroepe C tot H in diens is.

(b) Waar daardie opsigters- en/of opsienswerk verrig word, moet daardie opsigter en/of opsiener minstens die loon ontvang wat voorgeskryf is vir die eersvolgende hoër graad as dié waarin die werknemer sy opsigters- en/of opsienswerk verrig, of wanneer daar nie so 'n hoër graad voorgeskryf is nie, dan teen die hoogste graad wat voorgeskryf is; met dien verstande dat vir opsigterswerk en/of opsienswerk in loongroepe E tot H en/of vir arbeiders, daardie opsigter en/of opsiener minstens die loon moet ontvang soos voorgeskryf vir loongroep E-werk in daardie afdeling van die nywerheid waarin hy in diens is.

(2) Die bepalings van subklousules (1) (a) en (b) hiervan is nie van toepassing ten opsigte van daardie persone wat kragtens Deel II van dié Ooreenkoms in diens is nie.

20. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen werknemer wat nie lid van een van die vakverenigings is, mag deur 'n werkgewer wat lid van een van die werkgewers-organisasies is, in diens geneem word nie en geen werknemer wat

member of one of the trade unions shall work for an employer who is not a member of one of the employers' organisations; provided that the application of this clause shall be limited in its scope to employees for whom a rate of 81 cents per hour or more is prescribed in the Agreement and/or Annexures B to F hereto.

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of his employment in the Industry refused any invitation from the trade union concerned to apply for membership thereof, the provisions of this clause shall immediately come into operation.

(3) Apart from the rights of a person in terms of clause 51 (10) of the Act, the Council may grant exemption from the provisions of subclause (1) for any good and sufficient reason and further, the said subclause shall not apply to persons who are in the opinion of the Council refused membership of a party to this Agreement without reasonable cause, and the applicant has reported such refusal to the Council.

(4) Any employer wishing to employ a pupil engineer may do so only with the prior consent of the Council and the provisions of subclause (1) hereof shall not apply.

21. WORKING PARTNERS

All working partners and/or employers who are employers in the Industry shall observe the recognised hours prescribed for employees in this Agreement.

22. PROPORTION OR RATIO OF ELECTRICIANS OR JOURNEYMEN TO OTHER EMPLOYEES

(1) An employer shall employ an electrician or journeyman who shall not be the owner and/or partner before he shall employ any other employee on work for which a lesser rate than Rate A is prescribed in this Agreement.

(2) For the purpose of this clause, an employer and/or owner and/or partnership shall not be considered as employees.

23. ADMINISTRATION OF AGREEMENT

The Council shall be the body responsible for the administration of this Agreement.

24. EXHIBITION OF NOTICES

(1) Every employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both official languages.

(2) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing times of work for each shift or shifts of the week and the meal hours.

25. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

An Agent shall be entitled to enter any establishment and may question the employer or any employees and inspect the records of wages paid, time worked and payment made for overtime and incentive bonus work for the purpose of ascertaining whether or not the terms of this Agreement are observed.

26. BOARD AND LODGING

No employee shall be required, as part of his contract of service, to board or lodge or both with his employer, or to purchase any goods or hire any property from his employer or any other person specified by his employer. An employee who agrees to accept board or lodging, or both, from his employer shall not be required or allowed to pay per week more than 60 cents for board and lodging or 34 cents for board only, or 25 cents for lodging only; provided such lodging has been approved by the Council and the local authorities concerned.

27. ILLNESS AND/OR INJURY ON DUTY ALLOWANCE

(a) *Sickness Allowance*.—Whenever an employee who is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, is absent from work due to illness, he shall for the day or days absent during the first week of such absence be paid an hourly allowance as prescribed in (c) hereof; provided that an employer who is required to pay such allowance may require the employee to produce a medical certificate in respect of such absence before payment is made.

lid van een van die vakverenigings is mag vir 'n werkgever wat nie lid van een van die werkgewersorganisasies is, werk nie; met dien verstande dat die toepassing van hierdie klousule in sy bestek beperk is tot werknemers vir wie 'n loon van 81 sent per uur of meer voorgeskryf word in die Ooreenkoms en/of Aanhangsels B tot F hiervan.

(2) Die bepaling van hierdie klousule is nie gedurende die eerste jaar na die datum van sy binnekoms in die Republiek van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die nywerheid geweier het om op uitnodiging van die betrokke vakvereniging om lidmaatskap daarvan aansoek te doen, die bepaling van hierdie klousule onmiddellik van toepassing word.

(3) Afgesien van die regte van 'n persoon kragtens artikel 51 (10) van die Wet kan die Raad om 'n regsgeldige rede, vrystelling van die bepaling van subklousule (1) verleen, en voorts is genoemde subklousule nie van toepassing nie op persone wat na die mening van die Raad, sonder goeie rede, lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en die aansoeker die Raad in kennis gestel het van dié weiering.

(4) Elke werkgever wat 'n leerling-ingenieur in diens wil neem, kan dit slegs met voorafgaande toestemming van die Raad doen en die bepaling van subklousule (1) hiervan is nie van toepassing nie.

21. WERKENDE VENNOTE

Alle werkende vennote en/of werkgewers wat werkgewers in die Nywerheid is, moet die erkende ure soos dit werknemers in hierdie Ooreenkoms voorgeskryf, nakom.

22. GETALSVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER WERKNEMERS

(1) 'n Werkgever moet 'n elektrisiën of vakman in diens hê wat nie die eienaar en/of vennoot mag wees nie, voordat hy enige ander werknemer in diens kan hê op werk waarvoor 'n laer loon as loongroep A in die Ooreenkoms voorgeskryf word.

(2) Vir die toepassing van dié klousule moet 'n werkgever en/of eienaar en/of vennootskap nie as werknemers beskou word nie.

23. ADMINISTRASIE VAN OOREENKOMS

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

24. VERTONING VAN KENNISGEWINGS

(1) Elke werkgever moet op die plek waar sy werknemers werk, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale vertoon en vertoon hou.

(2) Elke werkgever moet op 'n plek in sy bedryfsinrigting, maklik toeganklik vir sy werknemers, 'n kennisgewing vertoon hou wat die begin- en ophoutye vir werk vir elke skof of skofte vir die week, asook die etensure, aantoon.

25. AGENTE

Die Raad moet een of meer aangewese persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms. 'n Agent het die reg om 'n bedryfsinrigting te betree en om die werkgever of werknemers te ondervra en aantekeninge van lone wat betaal is, tyd wat gewerk is en betalings wat gedoen is vir oortyd en aansporingsbonuswerk na te sien, met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word of nie.

26. ETES EN HUISVESTING

Van geen werknemer kan vereis word om as deel van sy dienskontrak van sy werkgever etes of huisvesting aan te neem, of van sy werkgever of van 'n ander persoon wat deur sy werkgever aangewys word, goedere te koop of eiendom te huur nie. 'n Werknemer wat toestem om etes of huisvesting of albei van sy werkgever aan te neem, kan nie verplig, of toegelaat word om meer as 60 sent per week vir etes en huisvesting of 35 sent alleen vir etes of 25 sent alleen vir huisvesting te betaal nie; met dien verstande dat daardie huisvesting deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

27. SIEKTE—EN/OF BESERING-OP-DIENS-TOELAE

(a) *Siektoelae*.—Wanneer 'n werknemer wat nie deur die bepalinge van die siekefonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gedek is nie, weens siekte van die werk afwesig is, moet hy ten opsigte van die dag of dae wat hy afwesig is, gedurende die eerste week van sodanige afwesigheid 'n uurtoelae betaal word soos in (c) hiervan voorgeskryf; met dien verstande dat 'n werkgever van wie vereis word om sodanige toelae te betaal, van die werknemer kan vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid te verskaf voordat betaling geskied.

(b) *Injury on Duty Allowance.*—(i) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, he shall be paid an hourly allowance as prescribed in (c) hereof for the hours he is absent from work for any day or days not recognised as compensable in terms of the said Act, up to a maximum of three days.

(ii) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, he shall be paid an hourly allowance as prescribed in (c) hereof for the hours he is absent from work on any day or days up to a maximum of the first week of such absence.

(c) Wage group	Illness or injury on duty (hourly) allowance Cents
Exceeding 73.5c per hour.....	24
Exceeding 57.5c per hour but not exceeding 73.5c per hour.....	21
Exceeding 33.75c per hour but not exceeding 57.5c per hour.....	11
33.75c per hour and under.....	10

For the purpose of determining an employee's wage group the hourly rate scheduled in the Agreement for the class of work of that employee multiplied by 45 shall be the wage, except for employees employed under Part II of this Agreement when the hourly rate multiplied by 40 shall be his wage.

28. REGISTRATION OF EMPLOYERS

(1) (a) Every employer, who has not already done so in pursuance of any previous agreement, shall within one month from the date on which this Agreement comes into operation; and

(b) every employer entering the Industry after that date, shall within one month of operation by him, in addition to complying with the provisions of paragraph (c) (ii) hereof, forward to the Secretary of the Council the following particulars:—

- (i) His full name;
- (ii) his address;
- (iii) the trades or operations carried out by him.

(c) (i) Every employer engaged in the Industry at the date of coming into force of this Agreement, shall before putting into operation the special conditions permitted in this Agreement in respect of the different divisions of the Industry, make application and obtain a certificate of re-registration in one or more divisions of this Agreement for his establishment or part thereof, as the case may be, from the Council. Application for registration shall be made to the Secretary of the Council.

(ii) Every employer entering the Industry after the date of coming into operation of this Agreement, shall similarly make application and obtain a certificate of registration as provided in paragraph (c) (i).

(iii) Any employer who fails to register with the Council in terms of this clause shall be deemed to be conducting an establishment for electrical installation and/or maintenance and/or servicing and/or work on electrical equipment n.e.s. as provided for in Division 1 (Annexure B) and clause 4 (1) and (3) of this Part of the Agreement.

(2) Where the employer is a partnership, information in accordance with subclause (1) of this clause as well as the title under which the partnership operates shall be furnished.

29. EXPENSES OF THE COUNCIL

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

(1) Every employer entering the Industry after the date of coming into force of this Agreement, shall pay an amount of R8.40 within one month of becoming engaged in the Industry.

(b) *Besering-op-diens-toelae.*—(i) Wanneer 'n werknemer van die werk afwesig is as gevolg van 'n besering of ongeskiktheid wat binne die bepalings van die Ongevallewet, 1941, val, en so 'n werknemer deur die bepalings van die Siekefonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gedek word, moet hy 'n uurtoelae betaal word soos in (c) hiervan voorgeskryf vir die ure wat hy van die werk afwesig is vir enige dag of dae wat nie ingevolge genoemde Wet as skadeloosstelbaar erken word nie, tot 'n maksimum van drie dae.

(ii) Wanneer 'n werknemer van die werk afwesig is as gevolg van 'n besering of ongeskiktheid wat binne die bepalings van die Ongevallewet, 1941, val en sodanige werknemer nie deur die bepalings van die Siekefonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gedek word nie, moet hy 'n uurtoelae betaal word soos voorgeskryf word in (c) hiervan ten opsigte van die ure wat hy van die werk afwesig is op enige dag of dae tot 'n maksimum van die eerste week van sodanige afwesigheid.

(c) Loongroep	Siekte- of Be- sering-op-diens- toelae per uur. Sent
Meer as 73.5c per uur.....	24
Meer as 57.5c per uur maar hoogstens 73.5c per uur.....	21
Meer as 33.75c per uur maar hoogstens 57.5c per uur.....	11
33.75c per uur en minder.....	10

Vir die doel om 'n werknemer se loongroep te bepaal, is die uurloon wat in die Ooreenkoms vir dié klas werk van daardie werknemer, met 45 vermenigvuldig, die loon, uitgesonderd vir 'n werknemer wat kragtens Deel II van hierdie Ooreenkoms in diens geneem is, wanneer die uurloon met 40 vermenigvuldig, sy loon is.

28. REGISTRASIE VAN WERKGEWERS

(1) (a) Elk werkgever wat dit nie reeds kragtens 'n vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree; en

(b) elke werkgever wat na daardie datum in die Nywerheid kom, moet binne een maand na hy sy besigheid begin, benewens nakoming, van die bepalings van paragraaf (c) (ii) hiervan, aan die Sekretaris van die Raad die volgende verstrek:—

- (i) Sy volle naam;
- (ii) sy adres;
- (iii) die bedrywe of werksaamhede wat deur hom uitgeoefen word.

(c) (i) Enige werkgever wat op die datum waarop hierdie Ooreenkoms in werking tree, by die Nywerheid betrokke is, moet voordat uitvoering gegee word aan die spesiale voorwaardes wat in hierdie Ooreenkoms toegelaat word ten opsigte van die verskillende afdelings in die Nywerheid, by die Raad aansoek doen om en 'n registrasiesertifikaat verkry in een of meer afdelings van hierdie Ooreenkoms vir sy bedryfsinrigting of, na gelang van die geval, 'n gedeelte daarvan. Aansoek om registrasie moet aan die Sekretaris van die Raad gerig word.

(ii) Elke werkgever wat na die datum van die inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet op dieselfde wyse aansoek en 'n sertifikaat verkry soos in paragraaf (c) (i) bepaal.

(iii) Daar word beskou dat 'n werkgever wat versuim om hom kragtens hierdie klousule by die Raad te registreer, 'n bedryfsinrigting bestuur vir elektriese installasie en/of onderhoud en/of diensing en/of werk aan elektriese uitrusting n.e.v. soos bepaal in Afdeling 1 (Aanhangsel B) en klousule 4 (1) en (3) van die Deel van die Ooreenkoms.

(2) Wanneer die werkgever 'n vennootskap is, moet benewens die inligting ingevolge subklousule (1) van hierdie klousule, ook die naam waaronder die vennootskap werk, verstrek word.

29. UITGAWES VAN DIE RAAD

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

(1) Elke werkgever wat na die datum van die inwerkingtreding van die Ooreenkoms in die nywerheid kom, moet binne een maand nadat hy tot die Nywerheid toetree, 'n bedrag van R8.40 betaal.

(2) Each employee and each employer shall contribute to the funds of the Council on the following scale:—

Class	Column A	Column B	Column C
		Employee's contributions	Employer's contributions
		Per week Cents	Per week Cents
I	Employees whose prescribed rate is 96 cents per hour or more.....	10	10
II	Employees whose prescribed rate is 81 cents per hour or more, but less than 96 cents.....	7½	7½
III	Employees whose prescribed rate is 58 cents per hour or more, but less than 81 cents.....	5	5
IV	Employees whose prescribed rate is 38 cents per hour or more, but less than 58 cents.....	3	3
V	Employees whose prescribed rate is less than 38 cents per hour (apprentices and minors employed in designated trades during probationary period of employment)	2	2
VI	General labourers irrespective of the wages paid.....	1	1

(3) The amount shown in column B of the table shall be deducted by the employer from the wages of the employee.

(4) To the amounts thus deducted from the wages of his employees, each employer shall add the amounts shown in Column C of the table and forward the total sum together with the covering statement prescribed in Annexure A hereto to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 807 "Monte Carlo", Heerengracht, Foreshore, Cape Town, not later than the fifteenth day in each month.

(5) In any instance where no contributions are payable as provided for in subclauses (2), (3) and (4) hereof or the total amount payable under subclause (4) is less than one rand, the total amount referred to in subclause (4) shall be supplemented by the employer by such amount as to make the total a minimum payment of one rand in each month.

30. STORAGE, INSURANCE AND PROVISION OF TOOLS

(1) (a) Whenever possible suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshop and in lock-up places provided in terms of this subclause shall be insured by the employer against loss by fire: Provided that this provision shall apply only when the employees' tools are marked with his name, and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory.

(b) If such tools are not insured the employer shall be in any case liable for any such loss up to and including a limit value of one hundred rand (R100) unless the employee concerned has satisfied the Insurer, before such loss, the value of his tools exceeded that figure.

(2) In the event of an employee being required to use any of the following tools and/or instruments in the performance of his work, such tools and/or instruments shall be provided in good order and condition by the employer as follows:—

Stocks, dies, taps, tap wrenches, pipe vices, files, hacksaw blades, blow lamps, electric soldering irons and soldering materials and all testing instruments excluding small pressure gauges for testing refrigeration plant.

(3) An employer when issuing tools and/or instruments on loan to an employee shall recover the cost or replacement of any tools and/or instruments that the employee has signed for and is unable to return.

(2) Elke werknemer en elke werkgever moet ooreenkomstig die volgende skaal tot die Raadsfonds bydra:—

Klas	Kolom A	Kolom B	Kolom C
		Werknemer se bydraes	Werkgever se bydraes
		Per week Sent	Per week Sent
I	Werknemers wie se voorgeskrewe loon 96 sent per uur of meer is.....	10	10
II	Werknemers wie se voorgeskrewe loon 81 sent per uur of meer is, maar minder as 96 sent.....	7½	7½
III	Werknemers wie se voorgeskrewe loon 58 sent per uur of meer is, maar minder as 81 sent.....	5	5
IV	Werknemers wie se voorgeskrewe loon 38 sent per uur of meer is, maar minder as 58 sent.....	3	3
V	Werknemers wie se voorgeskrewe loon minder as 38 sent per uur is (minderjarige en vakleerlinge in diens in aangewese ambagte gedurende hul proefdienstydperk)	2	2
VI	Algemene arbeiders, ongeag die lone wat betaal word.....	1	1

(3) Die bedrae in kolom B van die tabel aangetoon, moet deur die werkgever van die loon van sy werknemer afgetrek word.

(4) By die bedrae wat aldus van die lone van sy werknemers afgetrek word, moet elke werkgever die bedrae wat in kolom C van die tabel aangetoon word, voeg, en die totale som, saam met die dekkende opgawes soos voorgeskryf in Aanhangsel A hiervan, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad, voor of op die 15de dag van elke maand stuur.

(5) In elke geval waar geen bydraes soos voorgeskryf in subklousules (2), (3) en (4) hiervan betaalbaar is nie, of die totale bedrag wat kragtens subklousule (4) betaalbaar is, minder as een rand bedra, moet die totale bedrag wat in subklousule (4) voorgeskryf word, deur die werkgever aangevul word met sodanige bedrag wat die totaal 'n minimum betaling van een rand vir elke maand sal maak.

30. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

(1) (a) Waar moontlik, moet die werkgever by elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf en 'n verantwoordelike persoon aanstel om toe te sien dat dié plekke gesluit is. Hierdie bepaling is nie op loswerk van toepassing nie. Die werkgever moet alle gereedskap van werknemers in werkwinkels en in toesluitplekke wat ingevolge hierdie subklousule verskaf word, teen verlies teen brand verseker; met dien verstande dat hierdie bepaling slegs van toepassing is wanneer die werknemer se naam op die gereedskap aangebring is en hy die werkgever van 'n lys van sodanige gereedskap voorsien en genoeg geleentheid gegee het om dié lys te kontroleer.

(b) Indien hierdie gereedskap nie verseker is nie, is die werkgever nogtans vir verlies aanspreeklik tot en met 'n waardebeperking van honderd rand (R100), tensy die betrokke werknemer die versekeraar voor sodanige verlies daarvan oortuig het dat sy gereedskap meer as daardie bedrag werd was.

(2) Indien dit van 'n werknemer vereis word om enige van die volgende gereedskap en/of instrumente te gebruik by die uitvoering van sy werk moet dié gereedskap en/of instrumente soos volg in goeie toestand en orde deur die werkgever verskaf word:—

Stokke, snymoere, snytappe, kraansleutels, pypskroewe, vyle, ystersaaglemme, blaaslampe, elektriese soldeeroute, soldeermateriaal en alle toetsinstrumente, uitgesonderd klein drukmeters om koelinstallasies te toets.

(3) Wanneer 'n werkgever gereedskap en/of instrumente op bruikleen aan 'n werknemer uitreik, moet hy die koste of vervanging van enige gereedskap en/of instrumente waarvoor die werknemer geteken het maar nie in staat is om terug te besorg nie van hom verhaal.

31. CERTIFICATE OF SERVICE

An employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination provided that where, in this Agreement, the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

PART II

SPECIAL PROVISIONS APPLICABLE TO THE ELECTRICAL CONTRACTING SECTION OF THE INDUSTRY

1. CLASSIFICATION

This section shall be classified as Part II of the Agreement.

2. DEFINITIONS

(1) Saving in so far as they are in conflict with this Part of the Agreement, in which case the terms hereinafter provided shall obtain and have preference, the conditions specified in Part I of this Agreement shall apply to all classes of employees engaged in that section of the Industry relating to the wiring, installation and maintenance of lighting, heating or other permanent electrical fixtures in or on buildings.

(2) "Labourer" means an employee engaged in any or all of the following:—

- (a) Loading or unloading materials;
- (b) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;
- (c) cutting of conduit to marks, threading and reaming thereof;
- (d) digging of holes and planting of poles;
- (e) laying of cables under direct supervision of an artisan in trenches, ducts and racks;
- (f) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;
- (g) cleating including the placing of the wires in the cleats; provided no tensioning is done;
- (h) installing light electrical trunking;
- (i) operating a trenching machine;
- (j) under supervision of an artisan cut wires to predetermined lengths, but not to use wire strippers, put shades on holders, measure with a template, but not with a rule;
- (k) assisting artisans wherever necessary, but not to perform work except as set out in this definition.

3. WAGES AND/OR EARNINGS

(1) No employer shall pay to employees (other than apprentices and trainees) engaged in any class of work scheduled in this Part of the Agreement wages and/or earnings lower than those stated against such class and no employee shall accept wages and/or earnings lower than those stated against such class:—

- (a) Rate A—Electrician's work, R1 per hour.
- Rate H—Labourer's work, 27 cents per hour.

Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

No employee in the employ of an employer at the date of commencement of this Agreement on work classified at Rate A shall, while in the employ of the same employer, be paid wages at a rate less than hitherto paid to him plus 5 cents per hour whether or not his previous rate was in excess of the rate shown in the Wage Rates contained in this Agreement, provided that no employee shall be paid wages at a rate less than the rate for Rate A shown in the said Wage Rates. For all purposes of this Agreement the rate applicable in terms of this subclause shall be deemed to be the minimum wage of that employee and the provisions of this subclause shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of clause 10 of Part I of this Agreement.

31. DIENSSERTIFIKAAT

Wanneer 'n werknemer by diensbeëindiging 'n werkgewer aldus versoek, moet hy aan eersgenoemde 'n dienssertifikaat verskaf met daarop die volle naam van die werkgewer en werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging op daardie datum van sodanige beëindiging; met dien verstande dat waar in hierdie Ooreenkoms die loon van 'n werknemer volgens lengte van diens bepaal word, dit die plig van die werknemer is om 'n dienssertifikaat aan sy nuwe werkgewer by diensverandering in te dien ten einde op dié besoldiging wat vir lengte van diens voorgeskryf is, geregtig te word.

DEEL II

SPESIALE BEPALINGS VAN TOEPASSING OP DIE AAN-NEMINGSGEDEELTE VAN DIE ELEKTROTEGNIËSE NYWERHEID

1. INDELING

Hierdie afdeling maak Deel II van die Ooreenkoms uit.

2. WOORDOMSKRYWING

(1) Behalwe waar hulle strydig is met dié Deel van die Ooreenkoms (in dié geval is die voorwaardes wat hierna genoem word, van toepassing en geniet dit voorrang), is die voorwaardes wat in Deel I van die Ooreenkoms voorkom, van toepassing op alle klasse werknemers in diens in dié afdeling van die Nywerheid betreffende die bedrading, installering en onderhou in of op geboue, van verligtings-, verwarmings- en ander vaste elektriese toebehore.

(2) „Arbeider” beteken 'n werknemer in diens vir enigeen of almal van die volgende werksaamhede:—

- (a) Materiaal laai of aflaai;
- (b) groewe in mure en betonvloere vir pypleidings uitkap en uitsny, in beton- en steenwerk boor;
- (c) pypleidings volgens merke afsny, skroefdraad daarin sny en dit ruim;
- (d) gate grawe en pale inplant;
- (e) kables onder die regstreekse toesig van 'n ambagsman in slote, leidings en rakke lê;
- (f) oortollige installasies en uitrusting in verband daarmee, waarvan die toevoerkables verwyder is, stroop;
- (g) klampwerk verrig, met insluiting van die plasing van die draad in die klampe, mits die draad nie gespan word nie;
- (h) installering van verbindings vir elektriese lig;
- (i) bediening van 'n slootgraafmasjien;
- (j) draad volgens vooraf bepaalde lengtes afsny onder die toesig van 'n ambagsman, maar sonder om draadafstropers te gebruik, skerm op houters plaas, volgens 'n patroon meet maar nie met 'n maatstok nie;
- (k) ambagsmanne help waar nodig maar sonder om ander werk te verrig as dié in hierdie omskrywing genoem.

3. LONE EN/OF VERDIENSTE

(1) Geen werkgewer mag werknemers (uitgesonderd vakleerlinge en kwekelinge wat in diens is vir die klas werk in dié Deel van die Ooreenkoms genoem) 'n laer loon en/of verdienste betaal as dié wat teenoor die betrokke klas aangegee word nie, en geen werknemer mag laer lone en/of verdienste aanneem nie:—

- (a) Tarief A—Elektrisiën se werk, R1 per uur.
- Tarief H—Arbeiderswerk, 27 sent per uur.

'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarvoor hy in diens is, moet steeds minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer in diens is vir die verrigting van dieselfde werk of ander werk waarvoor 'n laer loon voorgeskryf word.

Geen werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgewer in diens is vir die verrigting van werk wat onder Loon A ingedeel is, mag terwyl hy in die diens van dieselfde werkgewer bly, 'n laer loon as die loon wat tot dusver aan hom betaal is, plus 5 sent per uur, betaal word nie afgesien daarvan of sy vorige loon hoër as die loon gemeld in die Loontabel in hierdie Ooreenkoms, was of nie; met dien verstande dat geen werknemer 'n laer loon as Loon A in genoemde Loontabel betaal mag word nie. By die toepassing van hierdie Ooreenkoms word die loon wat ingevolge hierdie subklousule van toepassing is, geag die minimum loon van daardie werknemer te wees en is die bepalings van hierdie subklousule *mutatis mutandis* van toepassing op werknemers wat aansporingsbonuswerk ooreenkomstig klousule 10 van Deel I van hierdie Ooreenkoms verrig.

For purposes of this subclause the amount of 5 cents per hour referred to herein shall include any increases in wages granted to an employee by his employer on or after 29 April 1968.

(2) (a) The wages prescribed in subclause (1) of this clause shall be adjusted upwards or downwards at the rate of half cent per hour as each notch of .65 points is traversed by the consumer price index figure.

(b) Any increase or decrease in the wages shall become effective on the first Friday after the 15th January or the 15th July of each year and shall be based on the latest index figure published in the *Government Gazette*, necessitating such increase or decrease.

(c) For the purpose of this subclause "notch" means each complete stage of .65 points variation in the index figure upwards or downwards from 123.4 and the consumer price index figure or "index figure" means the average between the figures for Cape Town, relating to all items as published by the Director of Statistics in the *Government Gazette* in respect of each area compared with itself in October 1958.

4. SHIFTS AND HOURS OF WORK

(1) No employer in this section of the Industry shall on any day require or allow any employee to start work earlier than 8 a.m., or finish work later than 5 p.m., without the approval of the Council and provided that no employee shall be allowed to work for more than five hours continuously without an interval of one hour.

(2) The ordinary working hours shall not exceed 40 hours per week apportioned at eight hours daily from Monday to Friday inclusive.

(3) All working employers and partners who are employers in the Industry shall observe the working hours prescribed in or as may be laid down in accordance with this clause.

5. HOLIDAY AND UNEMPLOYMENT PAY

The following conditions shall apply to all employees (including labourers) employed in the Electrical Contracting Section of the Industry:—

(1) Subject to subclause (2) of this clause, holiday payments provided for in this clause shall be computed at the rate of pay which the employee is receiving at the date of qualification except in the case of employees employed on incentive bonus work, whose holiday payments shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the holiday becoming due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

(2) If an employee does not work on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever the Day of the Covenant, Christmas Day or New Year's Day falls on a Saturday an employee who does not normally work on a Saturday shall be paid at his average ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period Monday to Friday inclusive; and provided further that this subclause shall not apply to an employee who is on paid holiday in terms of subclause (3) of this clause. For the purpose of this subclause, the average ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate scheduled in this Agreement for the class of work being performed.

(3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 243 shifts (whether worked for one or more employers) exclusive of overtime, actually worked on a five-day working week basis; provided that—

(i) subject to subparagraph (ii) hereof, employment for less than 25 shifts, with the same employer shall not count for holiday payment purposes; provided that an employee who is laid off, after working 15 shifts shall be credited with the number of shifts actually worked for holiday payment purposes;

(ii) where an employee's service with the same employer is broken in terms of subparagraph (i) hereof, and he resumes work for the same employer, he shall be credited for holiday payment purposes with the total number of shifts, worked with such employer, provided that he does not work for another employer in the interim;

By die toepassing van hierdie subklousule, sluit die bedrag van 5 sent per uur, waarvan hierin melding gemaak word, alle loonverhogings in wat 'n werkgewer op of na 29 April 1968 aan sy werknemer toegestaan het.

(2) (a) Die lone voorgeskryf in subklousule (1) van hierdie klousule, moet teen 'n half sent per uur verhoog of verlaag word vir elke kerf van 0.65 punte wat die verbruikersprysindeksyfer onderskeidelik styg of daal.

(b) Enige verhoging of verlaging van lone word van krag op die eerste Vrydag na 15 Januarie of 15 Julie van elke jaar en moet gegrond word op die jongste indekssyfer wat in die *Staatskoerant* gepubliseer is en sodanige verhoging of verlaging noodsaaklik maak.

(c) By die toepassing van hierdie subklousule beteken „kerf” elke voltooide stadium van 0.65 punte wat die indekssyfer hoër styg of laer daal as 123.4, en beteken die „verbruikersprysindeksyfer” of „indekssyfer” die gemiddelde syfer vir Kaapstad wat betrekking het op alle items soos deur die Direkteur van Statistieke gepubliseer in die *Staatskoerant* ten opsigte van elke gebied met homself vergelyk soos dit in Oktober 1958 was.

4. SKOFTE EN WERKURE

(1) Geen werkgewer in hierdie afdeling van die Nywerheid mag op enige dag sonder die goedkeuring van die Raad van 'n werknemer vereis om vroeër as 8 vm. of later as 5 nm. te werk nie; en met dien verstande dat geen werknemer meer as vyf uur aanmekeer mag werk sonder 'n pouse van een uur nie.

(2) Die gewone werkure mag hoogstens 40 uur per week wees, versprei oor agt uur per dag van Maandag tot en met Vrydag.

(3) Alle werkende werkgewers en vennote wat werkgewers in die Nywerheid is, moet die werkure nakom wat in of ooreenkomstig hierdie klousule voorgeskryf word.

5. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

Onderstaande voorwaardes is van toepassing op alle werknemers (met inbegrip van arbeiders) wat in die aannemingsgedeelte van die Elektrotegniese Nywerheid in diens is:—

(1) Behoudens subklousule (2) van hierdie klousule word die verlofbetaling wat in dié klousule voorgeskryf word, bereken volgens die loon wat die werknemer ten tyde van sy kwalifisering ontvang, uitgesonderd in die geval van 'n werknemer wat volgens aansporingsbonusse werk, wie se verlofbetaling bereken word volgens sy gemiddelde weeklikse verdienste, uitgesonderd oortyd oor dié laaste drie maande wat hy werklik op aansporingsbonusse gewerk het voordat die verlof hom toegeval het, of oor die weke wat hy werklik op aansporingsbonusse gewerk het, na gelang van die kortste tydperk.

(2) As 'n werknemer nie op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgewer hom vir dié dag minstens sy gewone loon betaal asof hy sy gewone werkure vir dié dag van die week gewerk het; met dien verstande dat wanneer Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie gewoonlik op dié dae werk nie, teen sy gewone gemiddelde uurloon betaal moet word vir die getal ure waarvoor hy betaal sou moes word as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en met dien verstande verder dat hierdie subklousule nie van toepassing is op 'n werknemer wat kragtens subklousule (3) van dié klousule op vakansie met besoldiging is nie. Vir die toepassing van hierdie subklousule is die gemiddelde gewone uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die loon in die Ooreenkoms voorgeskryf vir de klas werk wat verrig word.

(3) Elke werknemer is kragtens hierdie Ooreenkoms op drie aaneenlopende weke verlof geregtig, op onderstaande voorwaardes:—

(a) Om vir verlof te kwalifiseer, moet 'n werknemer 243 skofte, uitgesonderd oortyd, op 'n grondslag van vyf dae per week, werk (hetsy vir een of meer werkgewers); met dien verstande dat—

(i) behoudens subparagraaf (ii) hiervan, 'n dienstyd van minder as 25 skofte by een werkgewer nie vir verlofbetalingsdoeleindes tel nie; met dien verstande dat, as 'n werknemer se diens tydelik opgeskort word nadat hy 15 skofte gewerk het, hy vir verlofbetalingsdoeleindes gekrediteer word met die getal skofte wat hy werklik gewerk het;

(ii) indien 'n werknemer se diens by dieselfde werkgewer kragtens subparagraaf (i) hiervan onderbreek word en hy daarna sy diens by dieselfde werkgewer hervat, hy vir verlofbetalingsdoeleindes gekrediteer word met die volle getal skofte wat hy vir dié werkgewer gewerk het, mits hy nie in die tussentyd vir 'n ander werkgewer werk nie;

(iii) any period of absence on account of sickness aggregating not more than 52 shifts in any one year of service, shall count for holiday purposes, provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes, provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act and the periods of absence counting for holiday purposes shall be the periods of disablement admitted by the said Act;

(iv) any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts, worked towards his holiday qualification, with a maximum penalty of 25 shifts, in any one qualifying period for annual leave, provided that notification of such absence shall be made by the employer, in writing, to the Council within seven days of such absence;

(v) periods of absence on the additional week's leave or accumulations thereof provided for in subclause (10) of this clause shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.

(b) The holiday shall include four week-ends and be for one unbroken period.

(c) Should either Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.

(d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.

(e) The holiday shall be granted by the employer so as to commence within a period of three months of due date.

(f) An employee shall be entitled to and shall take his holiday within a period of three months from due date, unless exemption be granted by the Council.

(g) No employee shall engage in any employment for gain during the period of his holiday.

(4) (a) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him on his ceasing work to go on holiday, through the offices of the Council.

(b) The employer shall, not later than 14 days prior to the time that the employee is due to proceed on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes together with the employee's voucher as prescribed in subclause (5) of this clause.

(5) At the end of each and every calendar month and not later than seven days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled, in respect of the said calendar month, and shall furnish a voucher setting out the number of shifts which count for holiday purposes. A copy of this voucher shall be handed to the employee concerned.

(6) When the employment of an employee terminates before he becomes entitled to holiday payments in terms of subclause (5) of this clause, he shall be credited with the proportionate number of shifts. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts, which count for holiday payment purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday payments to which the employee is so entitled.

(7) (a) When the period of unemployment between one engagement and another is more than five working days, an employee on presenting his voucher or vouchers to the Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions, either when next he qualifies for leave or becomes unemployed for a longer period than five days.

(iii) enige afwesigheids tydperk weens siekte van hoogstens 52 skofte in een diensjaar vir verlofdoeleindes gereken word; met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om 'n doktersertifikaat te toon ter staving van die oorsaak van afwesigheid. Afwesigheids tydperke weens 'n ongeluk wat uit en in die loop van die werknemer se diens ontstaan word vir verlofdoeleindes gereken, mits dié ongeluk binne die bepalings van die Ongevallewet val en die afwesigheids tydperke wat vir verlofdoeleindes gereken word, sodanige tydperke van ongeskiktheid is as wat deur genoemde Wet toegelaat word;

(iv) enige werknemer wat afwesig is sonder 'n rede wat die werkgewer tevrede stel, ten opsigte van elke skof of werkdag wat hy weens dié afwesigheid verloor, vyf skofte verbeur wat vir verlofdoeleindes tel, met 'n maksimum straf van 25 skofte in een kwalifiseertydperk vir jaarlikse verlof; met dien verstande dat die werkgewer die Raad binne sewe dae na sulke afwesigheid skriftelik daarvan in kennis moet stel;

(v) tydperke van afwesigheid weens die ekstra week verlof in subklousule (10) van hierdie klousule bepaal of 'n opgelope tydperk ten opsigte daarvan, word vir verlof kwalifiseringsdoeleindes gereken op grondslag van die getal skofte wat die betrokke werknemer in gewone omstandighede gedurende dié tydperke sou gewerk het.

(b) Die verlof moet vier naweke insluit en moet aaneenlopend wees.

(c) Indien Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag binne die verloftyd val, moet een dag met volle besoldiging by die verloftyd gevoeg word ten opsigte van so 'n openbare vakansiedag.

(d) Die werknemer moet binne 'n maand na die datum waarop hy op verlof geregtig word, aansoek daarom doen.

(e) Die werkgewer moet die verlof só toestaan dat dit begin binne drie maande na die datum waarop dit die werknemer toeval.

(f) 'n Werknemer is op verlof geregtig en moet dit binne 'n tydperk van drie maande neem na die datum waarop hy daarop geregtig word, tensy die Raad vrystelling verleen.

(g) Geen werknemer mag tydens sy verlof vir loon werk nie.

4 (a) Wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die geld ten opsigte van sy verlof aan hom verskuldig is, gedurende die voorgeskrewe ure by die kantoor van die Nywerheidsraad aan hom betaal word wanneer hy ophou werk om met verlof te gaan.

(b) Die werkgewer moet nie later as 14 dae nie voor die tyd wanneer 'n werknemer met jaarlikse verlof wil gaan, 'n verlofbewys in 'n vorm opgestel wat vir die Raad aanneemlik is en waarop die werknemer se handtekening vir verifieerdoeleindes voorkom, saam met die werknemer se verlofbewys soos in subklousule (5) van hierdie klousule voorgeskryf, aan die Raad stuur.

(5) Aan die einde van elke kalendermaand en hoogstens sewe dae daarna moet elke werkgewer aan die Sekretaris van die Raad die bedragekwivalent stuur van die verlofbetaling waarop al sy werknemers of enige van hulle ten opsigte van genoemde kalendermaand geregtig is en 'n bewys verstrek waarop die getal skofte voorkom wat vir verlofdoeleindes gereken word. 'n Kopie van hierdie bewys moet aan die betrokke werknemer gegee word.

(6) Indien die diens van 'n werknemer eindig voordat hy op verlofbetaling ooreenkomstig subklousule (5) van hierdie klousule geregtig is, moet hy met die proporsionele getal skofte gekrediteer word. Die werkgewer moet, wanneer die werknemer sy diens verlaat hom van 'n bewys voorsien waarin die getal skofte gewerk, wat vir verlofbetalingsdoeleindes gereken word, uiteengesit is, en onmiddellik aan die Sekretaris van die Raad die geld-ekwivalent van die verlof waarop die werknemer aldus geregtig is, stuur.

(7) (a) Indien die tydperk van werkloosheid tussen twee diens-tye meer as vyf werkdade is, is 'n werknemer by vertoning van sy bewys of bewyse aan die Nywerheidsraad, geregtig om gedurende elke week van sy werkloosheid uit die bedrag wat hy te goed het, 'n bedrag te ontvang van minstens R4 of die bedrag wat hy te goed het, na gelang van die kleinste bedrag, maar hoogstens die helfte van die loon wat hy ontvang het toe hy werkloos geword het, na gelang van die grootste bedrag tot tyd en wyl die tegoed wat in die bewys of bewyse aangedui is, uitgeput is. Ingeval die werknemer werk kry voordat dié tegoed uitgeput is, moet hy in die boeke van die Raad gekrediteer word met die bedrag wat nog nie uitbetaal is nie, en is dit vir hom beskikbaar ooreenkomstig die voorafgaande bepalings of wanneer hy weer vir verlof kwalifiseer of vir 'n tydperk van meer as vyf dae werkloos word.

(b) Any employee claiming and receiving payment in terms of paragraph (a) of this subclause shall, on obtaining further employment in the Industry, commence to qualify for leave as from the date of such employment: Provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this clause, the leave equivalent of such balance shall be credited to him.

(8) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself, as the case may be, through the Council.

(9) (a) An employee who has been furnished with a voucher in terms of subclause (6) of this clause and is no longer employed in the Industry, shall on production of a written proof acceptable to the Council that he is no longer employed in the Industry, be entitled subject to paragraph (b) of this subclause, on presenting the voucher to the Council to payment thereon of any unpaid balance, standing to his credit on the books of the Council.

(b) Any voucher issued to an employee in terms of subclause (6) of this clause shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of the employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council: Provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payment from the funds of the Council to such employees as are referred to herein.

(10) (a) An employee who has been in continuous employment with one establishment on qualifying for his tenth period of annual leave as provided for in terms of subclause (3) of this clause, and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and employee—

(i) the holiday referred to in subclause (3) of this clause may be extended by an extra week on full pay; or

(ii) the extra week's leave on full pay may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.

(b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) and the employee has qualified for three such extra week's paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the annual holiday provided for in subclause (3) of this clause, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time: Provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for his annual holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(c) Whenever the employment of an employee terminates who has become entitled to but not yet received the equivalent value of the additional paid leave provided for in this subclause, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

(11) Saving as is otherwise provided herein, employment for purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service or the date on which he last became entitled to holiday leave, whichever is the later.

(12) The Council may make reciprocal arrangements with any other industry for the interchange of leave vouchers to the benefit of the employee leaving the Industry.

(13) Prohibition of Cession.—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

(14) In this clause the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(b) 'n Werknemer wat betaling ooreenkomstig paragraaf (a) van hierdie subklousule eis en ontvang, moet wanneer hy weer in die Nywerheid werk kry, van die datum waarop hy die werk aanvaar, vir verlof begin kwalifiseer; met dien verstande dat as daar enige onopgeëiste saldo is waarmee hy ooreenkomstig hierdie klousule gekrediteer moet word, hy gekrediteer moet word met verlof gelykstaande aan dié saldo.

(8) Ingeval 'n werknemer sterf of in die loop van sy diens onbekwaam raak om sy beroep voort te sit, is die bedrag aan hom verskuldig ten opsigte van verlof, betaalbaar aan sy boedel of aan homself, na gelang van die geval, deur tussenkoms van die Raad.

(9) (a) 'n Werknemer aan wie 'n bewys kragtens subklousule (6) van hierdie klousule uitgereik is en wat nie langer in die Nywerheid in diens is nie, is, by voorlegging van 'n skriftelike bewys, vir die Raad aanneemlik, dat hy nie langer in die Nywerheid in diens is nie, behoudens paragraaf (b) van hierdie subklousule, by aanbidding van die bewys aan die Raad geregtig op betaling daarteen van enige onbetaalde saldo waarmee hy in die Raad se boeke gekrediteer staan.

(b) Enige bewys wat kragtens subklousule (6) van hierdie klousule aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar van die datum van die laaste skof wat deur dié werknemer gewerk is, en bedrae in die krediet van 'n werknemer in die boeke van die Raad moet na verstryking van dié tydperk die fondse van die Raad toekom; met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na die verstryking van genoemde tyd gemaak mog word, in oorweging moet neem, en kan hy na goeddunke 'n *ex gratia*-betaling aan werknemers wat hierin genoem word, uit die fondse van die Raad maak.

(10) (a) 'n Werknemer wat in ononderbroke diens by dieselfde bedryfsinrigting was, is, wanneer hy vir sy tiende verloftydperk kwalifiseer soos bepaal ooreenkomstig subklousule (3) van dié klousule, en elke jaar daarna terwyl hy in diens by dieselfde werkgewer is, ongeag of genoemde bedryfsinrigting van eienaar verander het sedert die betrokke werknemer eerste daarin in diens geneem is of nie, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgewer gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge Ooreenkoms tussen werkgewer en werknemer—

(i) die verlof met betaling soos in subklousule (3) van hierdie klousule voorgeskryf, met 'n ekstra week met volle betaling verleng kan word; of

(ii) die ekstra week verlof met volle betaling van die jaar van kwalifisering uitgestel moet word en die werknemer dit kan laat oploep totdat hy vir drie sodanige ekstra weke verlof met betaling kwalifiseer.

(b) Wanneer die werkgewer en werknemer ooreenkom soos in paragraaf (a) (ii) bepaal en die werknemer vir drie sodanige ekstra weke van verlof met betaling (hierna genoem „die opgeloopte verlof”) gekwalifiseer het, moet die opgeloopte verlof deur die werkgewer toegestaan en deur die werknemer geneem word wanneer hy sy verlof met betaling soos in subklousule (3) van hierdie artikel voorgeskryf, neem, tensy, na gelang van wat die werkgewer en werknemer ooreenkom, die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgewer die werknemer in elk geval in staat moet stel om die opgeloopte verlof te neem in die tydperk voordat hy weer vir sy volgende verlof met betaling kwalifiseer en dat, indien die werknemer versuim om die opgeloopte verlof binne daardie tydperk te neem, hy sy reg daartoe verbeur.

(c) By beëindiging van die diens van 'n werknemer wat geregtig geword het op die ekwivalente waarde van die ekstra verlof met betaling soos voorgeskryf in hierdie subklousule, maar dit nog nie ontvang het nie, moet hy by diensbeëindiging betaal word vir dié ekstra verlof met betaling waarvoor hy gekwalifiseer het maar nog nie ontvang het nie.

(11) Behoudens soos andersins hierin bepaal, word dit vir die toepassing van hierdie klousule beskou dat „diens” begin op die datum waarop 'n werknemer by die werkgewer in diens tree, of, na gelang van die jongste datum, die datum waarop hy laaste op vakansieverlof geregtig geword het.

(12) Die Raad kan met enige ander nywerheid wederkerige reëlings tref vir die uitwisseling van verlofbewyse ten bate van werknemers wat die Nywerheid verlaat.

(13) Verbod op sessie.—Geen eis hoegenaamd deur enige werknemer teen die Raad kan gesedeer word nie en geen beweerde sessie daarvan is bindend vir die Raad nie.

(14) In hierdie klousule omvat die uitdrukking „werkgewer”—

(a) ingeval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgename of legataris; en

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

6. SPECIAL BONUS

(1) This section shall not apply to employees employed in terms of Parts I and III of this Agreement, apprentices, trainees, any category of Rates E to H work, and labourers.

(2) Whenever an employer transmits to the Council holiday payments in terms of clause 5 of this Part of the Agreement, he shall at the same time transmit the money equivalent of a special bonus as follows:—

(a) In respect of all employees for whom a wage of R1 per hour is prescribed in this Part of the Agreement, the employer shall pay each of these employees a bonus of R110 per annum. The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, calculated pro rata monthly, to the Secretary of the Council, within seven days after the end of each and every month along with the money equivalent of the holiday payments referred to in clause 5 (5) of this Part of the Agreement.

(b) Except as is provided under clause 5 (6) of this Part, the total amount of bonus standing to the credit of an employee shall be paid in full to him when he proceeds on leave in terms of clause 5 (3) of this Part of the Agreement.

(3) Whenever the employment of an employee terminates before he becomes entitled to a holiday in terms of clause 5 of this Part of the Agreement, the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts credited to him for holiday payment purposes. The employer shall enter the amount thereof on a voucher to be furnished to the employee setting out the number of shifts which count for holiday payment purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Council along with the money equivalent of the holiday payment entitlement.

(4) Whenever the bonus is remitted to the Council in terms of subclauses (2) and (3) of this clause, the provisions of subclauses (7), (8), (9) and (13) of clause 5 of this Part of the Agreement relating to the money equivalent of the holiday payments entitlement shall *mutatis mutandis* apply.

(5) For the purpose of this clause—

“shift” means one day’s work of eight hours worked from Monday to Friday inclusive;

“per annum” means 243 shifts.

7. ILLNESS AND/OR INJURY ON DUTY ALLOWANCE

(a) *Sickness Allowance*.—Whenever an employee who is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund is absent from work due to illness, he shall for the day or days absent during the first week of such absence be paid an hourly allowance as prescribed in (c) hereof: Provided that an employer who is required to pay such allowance may require the employee to produce a medical certificate in respect of such absence before payment is made.

(b) *Injury on duty allowance*.—(i) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen’s Compensation Act, 1941, and such employee is covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund he shall be paid an hourly allowance as prescribed in (c) hereof for all the hours he is absent from work for any day or days not recognised as compensable in terms of the said Act, up to a maximum of three days.

(ii) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen’s Compensation Act, 1941, and such employee is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, he shall be paid an hourly allowance as prescribed in (c) hereof for the hours he is absent from work on any day or days up to a maximum of the first week of such absence.

(b) ingeval van die bankrotskap van ’n werkgewer of ingeval van die bereddering van sy boedel of die oordrag of verkoop van sy besigheid, die trustee of beredderaar of nuwe eienaar van die besigheid,

indien sodanige eksekuteur, erfgenaam, legataris, trustee, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

6. SPESIALE BONUS

(1) Dié artikel is nie van toepassing op werknemers in diens kragtens Dele I en III van die Ooreenkoms, vakleerlinge, kwekelinge, enige klas werk onder Loongroep E tot H en arbeiders.

(2) Wanneer ’n werkgewer kragtens klousule 5 van dié Deel van die Ooreenkoms verlofbetalings na die Raad stuur, moet hy terselfdertyd die geldekwivalent van ’n spesiale bonus, soos volg aanstuur:—

(a) Aan alle werknemers vir wie ’n loon van R1 per uur in dié Deel van die Ooreenkoms voorgeskryf word, moet die werkgewer ’n bonus van R110 per jaar betaal. Die werkgewer moet die bedrag daarvan inskryf op ’n bewys, wat aan die werknemer gegee moet word en waarop ook die getal skofte wat vir die bonus tel, voorkom, wat maandeliks *pro rata* bereken word, en die geldwaarde van die verlofbetaling wat in klousule 5 (5) van dié deel van die Ooreenkoms vermeld is, binne sewe dae na die einde van elke maand aan die Sekretaris van die Raad stuur.

(b) Uitgesonderd soos in klousule 5 (6) van dié Deel bepaal, moet die volle bedrag aan bonus in die krediet van ’n werknemer, aan hom betaal word wanneer hy kragtens klousule 5 (3) van dié Deel van die Ooreenkoms met verlof gaan.

(3) As ’n werknemer se diens eindig voordat hy ingevolge klousule 5 van dié Deel van die Ooreenkoms op verlof geregtig word, moet hy met ’n deel van die bonus wat vir sy klas voorgeskryf word, in verhouding tot die getal skofte wat vir verlofdoeleindes aan hom toegestaan is, gekrediteer word. Die werkgewer moet die bedrag daarvan op ’n bewys inskryf wat aan die werknemer gegee moet word en waarop die getal skofte wat vir verlofbetalingsdoeleindes tel, uiteengesit word, en die geldekwivalent van die bonus, saam met dié geldekwivalent van die verlofbetaling waarop hy geregtig is, onmiddellik aan die Sekretaris van die Raad stuur.

(4) Wanneer die bonus ingevolge subklousules (2) en (3) van hierdie klousule aan die Raad gestuur word, geld die bepalinge van subklousules (7), (8), (9) en (13) van klousule 5 van hierdie deel van die Ooreenkoms, nl. dié wat op die geldekwivalent van die verlofbetalings waarop hy geregtig is, betrekking het.

(5) Vir die toepassing van hierdie klousule, beteken—

„skof” een dag se werk van 8 uur, vanaf Maandag tot en met Vrydag gewerk;

„per jaar” 243 skofte.

7. SIEKTE EN/OF BESERING-OP-DIENS-TOELAE

(a) *Siektoelae*.—Wanneer ’n werknemer wat nie deur die bepalinge van die Siekefonds van die Elektriese Aannemings- en Bedieningsnywerheid (Kaap) gedek is nie, weens siekte van sy werk afwesig is, moet aan hom ten opsigte van die dag of dae wat hy gedurende die eerste week van sodanige afwesigheid afwesig is, ’n uurtoelae betaal word soos in (c) hiervan voorgeskryf; met dien verstande dat ’n werkgewer wat sodanige toelae moet betaal, van die werknemer kan vereis om ’n dokter-sertifikaat ten opsigte van sodanige afwesigheid in te dien voordat dié betaling geskied.

(b) *Besering-op-diens-toelae*.—(i) Wanneer ’n werknemer van die werk afwesig is weens ’n besering of weens ongeskiktheid wat binne die bepalinge van die Ongevallewet, 1941, val en sodanige werknemer deur die bepalinge van die Siekefonds van die Elektriese Aannemings- en Bedieningsnywerheid (Kaap) gedek is, moet aan hom ’n uurtoelae betaal word soos in (c) hiervan voorgeskryf ten opsigte van al die ure wat hy vir ’n dag of dae van die werk afwesig is en wat nie as skadeloosstellbaar ingevolge genoemde Wet erken word nie, tot ’n maksimum van drie dae.

(ii) Wanneer ’n werknemer van die werk afwesig is weens ’n besering of ongeskiktheid wat binne die bepalinge van die Ongevallewet, 1941, val en sodanige werknemer nie deur die bepalinge van die Siekefonds van die Elektro- en Elektriese Aannemings- en Bedieningsnywerheid (Kaap) gedek is nie, moet aan hom ’n uurtoelae betaal word soos in (c) hiervan voorgeskryf ten opsigte van die ure wat hy op ’n dag of dae van die werk afwesig is, tot ’n maksimum van die eerste week van sodanige afwesigheid.

(c) *Class of employee.*—

	<i>Illness or injury on duty (hourly) allowance Cents</i>
Rate A—Electricians.....	33
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8. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND CERTAIN PUBLIC HOLIDAYS

(1) Save as is provided in subclauses (2) and (3) of this clause, time worked by employees after the completion of the normal shift in the establishment concerned, shall be regarded as over-time and be paid for as follows:—

(a) At one and one-third times the hourly rate during the first six hours immediately following the normal shift.

(b) Thereafter, at one and one-half times the hourly rate until the usual starting time of the employee's next normal shift.

(2) Whenever an employee is called out on urgent work at any time after six hours of having completed his normal shift, he shall be remunerated at one and one-half times his hourly rate for the period of time commencing when the employee leaves his home, and returns there, including time worked on the job, until the usual starting time of his next normal shift.

(i) Employees engaged on urgent work shall be paid for work on Sundays at not less than one and two-thirds times the hourly rate for the hours worked with a minimum payment of not less than four hours' pay at one and two-thirds times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-thirds times the hourly rate shall apply.

(3) (i) Whenever an employee (other than an employee engaged on urgent work) works on a Sunday he shall be paid at one and two-thirds times the hourly rate for time worked with a minimum payment of one and two-thirds times the hourly rate for the hours of a normal shift: Provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(ii) Whenever an employee works on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, he shall be paid for the hours for which, had he not worked, he would be paid in terms of subclause (2) of clause 5 of this Part of the Agreement, and shall be paid in addition at one and one-third times the hourly rate for time worked up to the said number of hours; thereafter two and one-half the hourly rate shall be paid until the usual starting time next day.

(4) An employee shall be given one day off in each week and if he is employed on such day he shall be paid at one and two-thirds times the hourly rate for the time worked, until the usual starting time next day, provided that in no case shall he receive less than a minimum of four hours pay at one and two-thirds times the hourly rate.

9. DANGEROUS WORK

(1) In addition to the wages prescribed an employer shall pay his employees not less than 10 per cent of such wage in respect of each hour during which such employee is engaged in performing dangerous work.

(2) For the purpose of this clause "dangerous work" means any work—

(a) Classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;

(b) performed on the outside of a building, other than in the course of the erection of a new building on or from a swinging scaffold, boatswain's chair, or roof or extension ladder, at a height of more than 30 feet from the ground level, in connection with the renovation, alteration or repair of such buildings, or the erection of illuminations or the hanging of bunting;

(c) performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;

(d) performed in old sewers.

(c) *Klas werknemer.*—

	<i>Siekte of besering-op- diens-toelae (uurtoelae) Sent</i>
Loongroep A—Elektrisiërs.....	33
Loongroep H—Arbeiders.....	13

8. OORTYD EN BETALING VIR WERK OP SONDAE EN OP SEKERE OPENBARE VAKANSIEDAE

(1) Behoudens soos bepaal in klousules (2) en (3) van hierdie klousule, word tyd wat deur werknemers gewerk word na voltooiing van die gewone skof in die betrokke bedryfsinrigting, as oortyd gereken, waarvoor as volg betaal moet word:—

(a) Vir die eerste ses uur onmiddellik na die gewone skof gewerk, teen een en 'n derde maal die gewone loon.

(b) Daarna teen een en 'n half maal die uurloon tot die begin van die werknemer se volgende gewone skof.

(2) As 'n werknemer na ses uur na voltooiing van sy gewone skof ingeroep word vir dringende werk, moet hy besoldig word teen een en 'n half maal sy uurloon vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het tot die gewone begintyd van sy volgende gewone skof.

(i) Werknemers wat dringende werk verrig moet op Sondag minstens een en twee-derdes maal die weekloon betaal word ten opsigte van die ure gewerk, met 'n minimum betaling van minstens ten opsigte van vier uur teen een en twee-derdes maal die uurloon ten opsigte van ure wat voor 12-uur middag gewerk is. Ingeval sodanige werk tot in die middagtydperk strek, geld 'n minimum betaling van agt uur teen een en twee-derdes maal die uurloon.

(3) (i) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende werk verrig) op 'n Sondag gewerk, moet hy een en twee-derdes maal die uurloon betaal word vir tyd gewerk, met 'n minimum betaling van een en twee-derdes maal die uurloon vir die ure van 'n gewone skof; met dien verstande dat ingeval die werkgever werk verskaf om die werknemer vir die ure van 'n gewone skof besig te hou en die werknemer in gebreke bly of weier om die volle tydperk wat van hom vereis word te werk, sodanige werknemer geregtig is op betaling slegs ten opsigte van die tydperk wat hy werklik gewerk het.

(ii) Wanneer 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte dag, Kersdag of Nuwejaarsdag gewerk, moet hy betaal word vir die ure waarvoor hy, as hy nie gewerk het nie, betaal sou gewees het kragtens subklousule (2) van klousule 5 van dié Deel van die Ooreenkoms, en moet hy boonop betaal word teen een en 'n derde maal die uurloon vir tyd wat tot op die genoemde getal ure gewerk word; daarna moet hy teen twee en 'n half maal die uurloon betaal word tot die gewone aanvangstyd op die volgende dag.

(4) 'n Werknemer moet elke week 'n vry dag toegestaan word en as hy op daardie dag diens doen, moet hy betaal word teen een en twee-derdes die uurloon vir die tyd wat gewerk word tot die gewone begintyd op die volgende dag; met dien verstande dat hy in geen geval minder as 'n minimum van vier uur se loon teen een en twee-derdes maal die uurloon moet ontvang nie.

9. GEVAARLIKE WERK

(1) Benewens die voorgeskrewe loon, moet 'n werkgever sy werknemers minstens 10 persent daarvan betaal vir elke uur waarin hulle gevaarlike werk verrig.

(2) Vir die toepassing van hierdie klousule beteken „gevaarlike werk” werk wat—

(a) in 'n statutêre, provinsiale of munisipale verordening of regulasie oor die bouwyerheid wat in 'n dorp of plek waar sulke werk verrig word, van krag is, as gevaarlik geklassifiseer word;

(b) aan die buitekant van 'n gebou verrig word (uitgesonderd waar 'n nuwe gebou opgerig word, van 'n hangsteier of -stoel, dak of skuifloor) meer as 30 voet bo die grond in verband met die opknapping, verandering of herstel van 'n gebou, die aanbring van ligte of die ophang van vlaggies;

(c) op 'n alleenstaande gemesselde of staalskoorsteen meer as 30 voet bo die grond verrig word;

(d) in ou riole verrig word.

10. REFRESHMENTS

Every employer shall provide a person for the preparation of tea for his employees in the morning, noon and in the afternoon, and shall provide a time not exceeding six minutes in the morning and again in the afternoon for the taking of tea, such time to be agreed upon in consultation between the employer and employees, on each job.

No employee may leave the position where he is working for tea, in the morning or afternoon.

11. PROPORTION OF ELECTRICIANS OR JOURNEYMEN TO OTHER EMPLOYEES

(1) An employer shall employ a qualified electrician or journeyman who shall not be the owner and/or partner before he shall employ any other employee on work for which a lesser rate than Rate A is prescribed in this Part of the Agreement.

(2) For the purpose of this clause, an employer and/or owner and/or partnership shall not be considered as employees.

(3) In any establishment where not more than four (4) electricians or journeymen are employed the ratio of labourers to electricians or journeymen shall not be more than two (2) labourers to each electrician or journeyman so employed and one (1) additional labourer for each apprentice indentured under the Apprenticeship Act of 1944, or for each "Trainee" employed under the Training of Artisans Act of 1951.

Note.—Working partners or owners who are electricians or journeymen as defined in the Agreement shall be recognised as electricians or journeymen for the purpose of subclause (3).

12. STORAGE, INSURANCE AND PROVISION OF TOOLS

(1) (a) Whenever possible, suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this subclause shall be insured by the employer against loss by fire; Provided that this provision shall apply only when the employee's tools are marked with his name, and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory.

(b) If such tools are not insured the employer shall be in any case liable for any such loss, up to and including a limit value of one hundred rand (R100), unless the employee concerned has satisfied the insurer, before such loss, that the value of his tools exceeded that figure.

(2) In the event of an employer being required to use any of the following tools in the performance of his work, such tools shall be provided in good order and condition by the employer as follows:—

Screwing-tackle, such as stocks, dies, taps, pipe vices, blow lamps, files and hack-saw blades, large hammers of 3 lb and over, chisels for chasing, steel draw tapes, plugging tools, draw-vices and safety belts.

(3) An employer when issuing tools on loan to an employee shall require the employee to sign a receipt for any or all such tools issued. The employee shall be responsible for all such tools signed for, and the employer shall be entitled to recover the cost, or replacement of any tools that the employee has signed for and is unable to return.

13. NOTICE BOARDS

Every employer and all employers working in partnership shall, wherever electrical installation operations are being carried out, display, in a conspicuous place, accessible to the public, a notice board measuring not less than 24 inches by 18 inches showing the full name and business address of such employer or partnership.

14. TRADE UNION SUBSCRIPTIONS

(1) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall deduct the amount of the current subscriptions payable to the South African Electrical Workers' Association, in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 5, from the earnings of each of his employees for whom wages are prescribed in clause 3 of this part of the Agreement and shall forward the amount thus deducted with the form provided by the Trade Union to the Secretary of the Trade Union not later than the seventh day of each month following that in respect of which the deductions were made.

10. VERVERSINGS

Elke werkgever moet 'n werknemer aanstel om tee in die oggend, middag en namiddag vir die werknemers te maak en moet 'n pouse van hoogstens ses minute in die oggend en weer in die namiddag toestaan om tee te drink; oor die juiste tyd moet deur die werkgever en werknemers by elke werk ooreengekom word. In die oggend of namiddag mag geen werknemer sy werkplek verlaat om tee te drink nie.

11. GETALSVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER WERKNEMERS

(1) 'n Werkgever moet 'n gekwalifiseerde elektrisiën of vakman in diens hê wat nie die eienaar en/of 'n vennoot mag wees nie, voordat hy enige ander werknemer in diens kan neem op werk waarvoor 'n laer loon as in Loongroep A in hierdie Deel van die Ooreenkoms voorgeskryf word.

(2) Vir die toepassing van hierdie klousule moet 'n werkgever en/of eienaar en/of vennootskap nie as werknemers beskou word nie.

(3) In 'n bedryfsinrigting waar hoogstens vier (4) elektrisiëns of vakmanne in diens is, mag die verhouding van arbeiders tot elektrisiëns of vakmanne hoogstens twee (2) arbeiders vir elke elektrisiën of vakman aldus in diens, wees, en een (1) addisionele arbeider vir elke vakleerling wat kragtens die Wet op Vakleerlinge, 1944, ingeskryf is, of vir elke „kwekeling” wat kragtens die Wet op Opleiding van Ambagsmanne, 1951, in diens is.

Let wel.—Werkende vennote of eienaars wat elektrisiëns of vakmanne is soos in die Ooreenkoms omskryf, word vir die toepassing van subklousule (3) as elektrisiëns of as vakmanne erken.

12. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

(1) (a) Waar moontlik moet die werkgever by elke werkplek 'n geskikte toesluitplek vir gereedskap versaf en 'n verantwoordelike persoon aanstel om toe te sien dat al die plekke gesluit is. Hierdie bepaling is nie op los werk van toepassing nie. Die werkgever moet alle gereedskap van werknemers in werkwinkels en in toesluitplekke wat ingevolge hierdie subklousule verskaf word, teen verlies deur brand verseker; met dien verstande dat hierdie bepaling slegs van toepassing is wanneer die werknemer se naam op die gereedskap aangebring is en hy die werkgever van 'n lys van sodanige gereedskap voorsien en aan hom genoeg geleentheid gegee het om die lys te kontroleer.

(b) Indien hierdie gereedskap nie verseker is nie, is die werkgever nogtans vir verlies aanspreeklik tot en met 'n waardebeperking van eenhonderd rand (R100), tensy die betrokke werknemer die verskeraar voor die verlies daarvan oortuig het dat sy gereedskap meer as daardie bedrag werd was.

(2) Indien dit van 'n werknemer vereis word om enige van die volgende gereedskap te gebruik by die uitvoering van sy werk moet dié gereedskap soos volg in goeie toestand en orde deur die werkgever verskaf word:—

Skroefsnygereedskap, soos stokke, snymoere, snytange, pypskroewe, blaaslampe, vyle en ystersaaglemme, groot hamers van 3 lb en swaarder, beitels vir groewe kap, staaltrekbande, muurpropgereedskap, trekskroewe en veiligheidsgordels.

(3) Wanneer 'n werkgever gereedskap op bruikleen aan 'n werknemer uitreik, moet hy van die werknemer vereis om 'n kwitansie te teken vir enigeen van of al sulke gereedskapstukke uitgereik. Die werknemer is verantwoordelik vir al die gereedskap waarvoor hy geteken het, en die werkgever het die reg om die koste of vervanging van enige gereedskap te verhaal waarvoor die werknemer geteken het maar nie in staat was om dit terug te besorg nie.

13. KENNISGEWINGBORDE

Elke werkgever en alle werknemers wat in vennootskap werk, moet oral waar elektrotegniese installeringswerk verrig word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens 24 duim by 18 duim vertoon, waarop die volle naam en besigheidsadres van die werkgever of vennootskap voorkom.

14. VAKVERENIGINGLEDIGELD

(1) Elke werkgever wat 'n lid van die Elektrotegniese Aannemersvereniging (Suid-Afrika) is, moet die bedrag van die heersende lededgeld betaalbaar aan die Suid-Afrikaanse Elektrotegniese Werkersvereniging ten opsigte van elke week of gedeelte van 'n week diens, aftrek, met inbegrip van die tydperk wat 'n werknemer ingevolge klousule 5 met verlof is, van die verdienste van elkeen van sy werknemers vir wie lone in klousule 3 van hierdie deel van die Ooreenkoms voorgeskryf word, en moet die bedrag aldus afgetrek saam met die vorm wat deur die Vakvereniging verskaf word, voor of op die sewende dag van elke maand wat volg op dié ten opsigte waarvan die aftrekking gedoen is, aan die Sekretaris van die Vakvereniging stuur.

(2) The South African Electrical Workers' Association shall indemnify every employer referred to in subclause (1) against any claim that may arise in respect of this clause and when a deduction in terms of this clause has been made, irrespective of whether this amount has been paid over to the said trade union, the employee concerned shall be deemed to have paid his subscriptions to the said trade union.

15. ARTISAN LEVY

(1) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall in respect of each of his Rate A employees pay an amount of 5 cents per week in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 5, to the Artisan Levy Fund, and shall forward the total amount so accrued to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 807 "Monte Carlo", Heerengracht, Foreshore, Cape Town, not later than the seventh day of each month following that in respect of which the levy was due.

(2) The total sum so remitted shall be paid to the Electrical Contractors' Association (South Africa) by the Secretary of the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), at their Cape Town Office, not later than the twenty-first day of each month following that in respect of which the levy was due.

PART III

SPECIAL PROVISIONS APPLICABLE TO THE RADIO, REFRIGERATION AND/OR DOMESTIC APPLIANCE SERVICING SECTION OF THE INDUSTRY

1. INTRODUCTION

Saving in so far as they are in conflict with this Part of the Agreement, in which case the terms hereinafter provided shall obtain and have preference, the conditions specified in Part I of the Agreement shall apply to employees employed on work classified at Rate A in clause 4 of Part I and employees scheduled in Division 5 (Annexure F) employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry.

2. DEFINITIONS

(1) For the purpose of this clause—

"dayshift" means any period from Monday to Saturday of not more than 8½ hours ordinarily worked by an employee between the hours of 7 a.m. and 7 p.m., on five days, or any period not exceeding five hours worked between the hours of 7 a.m. and 1 p.m., on one day per week which shall be known as the short day.

(2) Employers may vary the day of the week that is to be observed as a short day; provided that a week's notice is given to the employee as to which day is to be observed as a short day.

3. HOLIDAY AND UNEMPLOYMENT PAY

(1) Holiday payments provided for in this clause shall be computed at the rate of pay which the employee is receiving at the date of qualification except in the case of employees employed on an incentive bonus system, whose holiday payment shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the holiday becoming due, or whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

(2) All public holidays in terms of the Public Holidays Act, 1952, or as may be amended from time to time, shall be paid in respect of which an employee shall be paid not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week, provided that whenever any such public holiday falls on Saturday an employee who does not normally work on a Saturday shall be paid at his average ordinary hourly rate for the number of hours he would have been paid if the holiday fell within the period of Monday to Friday inclusive; and provided further that this subclause shall not apply to an employee who is on paid holiday in terms of subclause (3) of this clause. For purposes of this subclause, the average ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate scheduled in this Agreement for the class of work being performed.

(2) Die Suid-Afrikaanse Elektrotegniese Werkersvereniging moet elke werkgever in subklousule (1) genoem, vrywaar teen enige eis wat ten opsigte van hierdie klousule mag ontstaan, en wanneer 'n aftrekking ingevolge hierdie klousule geskied het, ongeag of hierdie bedrag aan genoemde Vakvereniging betaal is, word daar geag dat die betrokke werknemer sy ledegeld aan genoemde Vakvereniging betaal het.

15. HEFFING OP AMBAGSMANNE

(1) Elke werkgever wat lid van die Electrical Contractors' Association (South Africa) is, moet ten opsigte van elkeen van sy Loon A-werknemers 'n bedrag van 5 sent per week vir elke week of deel van 'n week diens, met inbegrip van die tydperk wat 'n werknemer met verlof ooreenkomstig die bepalings van klousule 5 is, aan die Ambagsmanheffingsfonds betaal en moet die totale bedrag wat aldus opgeloopt het, voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die heffing verskuldig was, stuur aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), „Monte Carlo” 807, Heerengracht, Strandgebied, Kaapstad.

(2) Die Sekretaris van die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) moet die totale bedrag wat aldus aangestuur is, aan die Electrical Contractors' Association (South Africa) by sy Kaapstadse kantoor betaal en wel voor of op die een-en-twintigste dag van elke maand wat volg op die maand ten opsigte waarvan die heffing verskuldig was.

DEEL III

SPESIALE BEPALINGS VAN TOEPASSING OP DIE AFDELING VIR DIE BEDIENING VAN RADIO'S, VERKOELINGS- EN/OF HUISHOUELIKE TOESTELLE

1. INLEIDING

Uitgesonderd waar hulle strydig is met hierdie deel van die Ooreenkoms—in dié geval is die voorwaardes wat hierop volg van toepassing en moet dit voorrang geniet—is die voorbehoudsbepalings van Deel I van die Ooreenkoms van toepassing op werknemers in diens vir werk geklassifiseer onder loongroep A in klousule 4 van Deel I en werknemers ingelys in Afdeling 5 (Aanhangsel F) in diens in die nywerheidsafdeling vir die bediening van radio's, verkoelings- en/of huishoudelike toestelle.

2. WOORDOMSKRYWING

(1) Vir die toepassing van hierdie klousule beteken—

„dagskof” elke tydperk tussen Maandag en Saterdag van hoogstens 8½ uur wat gewoonlik deur 'n werknemer op vyf dae tussen 7 vm. en 7 nm. gewerk word, of elke tydperk van hoogstens vyf uur wat tussen die ure 7 vm. en 1 nm. gewerk word op een dag van die week, wat bekend moet staan as die „kort dag”.

(2) Werkgevers kan self die dag van die week wissel wat die kort dag moet wees; met dien verstande dat aan die werknemer een week kennis gegee word van watter dag die kort dag gaan wees.

3. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

(1) Betaling vir verlof waarvoor voorsiening in hierdie klousule gemaak word, moet bereken word teen die loon waarteen die werknemer betaal word op die datum waarop hy kwalifiseer, uitgesonderd in die geval van werknemers wat volgens 'n aansporingsbonusstelsel werk en wie se verlofbetalings bereken moet word op die gemiddelde weeklikse verdienste, buiten oortyd, oor die voorafgaande drie maande wat werklik volgens aansporingsbonuswerk gewerk is voordat die verlof verskuldig geword het of die getal weke wat hy gedurende die tydperk van diens aansporingsbonuswerk verrig het, na gelang van die kortste tydperk.

(2) Alle openbare vakansiedae ingevolge die Wet op Openbare Feesdae, 1952, of soos dit van tyd tot tyd gewysig kan word, is vakansiedae met betaling ten opsigte waarvan 'n werknemer minstens sy gewone loon betaal moet word asof hy op daardie dag sy gemiddelde gewone werkure vir dié dag van die week gewerk het; met dien verstande dat wanneer sodanige openbare vakansiedag op 'n Saterdag val, 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie, teen sy gemiddelde gewone uurloon vir die getal ure wat hy sou gewerk het as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het, betaal moet word; en voorts met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n werknemer wat ooreenkomstig die bepalings van subklousule (3) van hierdie klousule op vakansie met besoldiging is. By die toepassing van hierdie subklousule is die gemiddelde gewone uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die loon wat in hierdie Ooreenkoms vasgestel is vir die klas werk wat verrig word.

(3) Each employee employed in terms of this Part of the Agreement, shall be entitled to two consecutive weeks' paid holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 287 shifts (whether worked for one or more employers), exclusive of overtime actually worked on a six-day working week basis, or 50 calendar weeks of employment in the case of an employee working on a five-day week basis; provided that—

(i) subject to subparagraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, as the case may be, with the same employer shall not count for leave purposes; provided that an employee who is laid off, after working 18 shifts or three calendar weeks, as the case may be, shall be credited with the number of shifts or calendar weeks actually worked for leave purposes;

(ii) where an employee's service with the same employer is broken in terms of subparagraph (i) hereof, and he resumes work for the same employer, he shall be credited for holiday leave purposes with the total number of shifts or calendar weeks, as the case may be, worked with such employer; provided that he does not work for another employer in the interim;

(iii) any period of absence on account of sickness aggregating not more than 52 shifts or eight and two-thirds calendar weeks, as the case may be, in any one year of service shall count for holiday purposes; provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes; provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act and the periods of absence counting for holiday purposes shall be the periods of disablement admitted by the said Act;

(iv) any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or five-sixths of a week, as the case may be, worked toward his holiday qualification, with a maximum penalty of 30 shifts or five calendar weeks, in any one qualifying period for paid leave; provided that notification of such absence shall be made by the employer, in writing, to the Council within seven days of such absence;

(v) periods of absence on the additional week's leave or accumulations thereof provided for in subclause (9) of this clause shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.

(b) The holiday shall include three week-ends and be for one unbroken period.

(c) Should any statutory public holiday fall within the period of the holiday, such period shall be extended by one day with full pay for each such day.

(d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.

(e) The holiday shall be granted by the employer so as to commence within a period of three months of due date.

(f) An employee shall be entitled to and shall take his holiday within a period of three months from due date, unless exemption be granted by the Council.

(g) No employee shall engage in any employment for gain during the period of his holiday.

(4) (a) At the end of each and every calendar month and not later than seven days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled and shall furnish a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes less any deductions compelled by law for income tax. A copy of this voucher shall be handed to the employee concerned.

For the purpose of subclause (4) (a)—

(i) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him, on his ceasing work to go on holiday, at the offices of the Industrial Council during the prescribed hours.

(3) Elke werknemer in diens ooreenkomstig hierdie deel van die Ooreenkoms is geregtig op twee agtereenvolgende weke verlof met betaling, onderworpe aan die volgende voorwaardes:—

(a) Die kwalifikasie van sulke verlof is 287 skofte, uitgesonderd oortyd (of dit vir een of meer werkgewers gewerk is) wat werklik op die basis van 'n sesdaagse werkweek gewerk is, of 50 kalenderweke diens in die geval van 'n werknemer wat 'n vyfdaagse week werk; met dien verstande dat—

(i) behoudens subparagraaf (ii) hiervan, diens vir minder as 30 skofte, of, na gelang van die geval, vyf kalenderweke, by dieselfde werkgewer nie vir verlofdoeleindes meetel nie; met dien verstande dat 'n werknemer wie se diens tydelik opgeskort word nadat hy 18 skofte, of, na gelang van die geval, drie kalenderweke gewerk het, gekrediteer moet word met die getal skofte of kalenderweke wat werklik vir verlofdoeleindes gewerk is;

(ii) wanneer 'n werknemer se diens by dieselfde werkgewer kragtens subparagraaf (i) hiervan onderbreek word, en hy weer by dieselfde werkgewer in diens tree, moet hy vir verlofdoeleindes gekrediteer word met die totale getal skofte, of, na gelang van die geval, kalenderweke, wat hy by daardie werkgewer in diens was; met dien verstande dat hy nie intussen vir 'n ander werkgewer werk nie;

(iii) enige tydperk van afwesigheid weens siekte wat tesame hoogstens 52 skofte, of, na gelang van die geval, 8½ kalenderweke in 'n jaar diens bedra, moet vir verlofdoeleindes meetel; met dien verstande dat 'n werkgewer die reg het om van 'n werknemer te vereis dat 'n doktersertifikaat as bewys van die geval van afwesigheid voorgelê word. Tydperke van afwesigheid weens ongelukke wat uit en in die loop van die werknemer se diens ontstaan, moet vir verlofdoeleindes meetel; met dien verstande dat die ongeluk erken word as binne die bepaling van die Ongevallewet en die tydperke van afwesigheid wat vir verlofdoeleindes moet meetel, die tydperke van ongeskiktheid is soos in genoemde Wet erken;

(iv) enige werknemer wat van die werk wegbly sonder genoegsame rede wat sy werkgewer tevrede stel, verbeur ten opsigte van elke skof of werkdag wat hy gedurende die afwesigheid verloor, vyf skofte of, na gelang van die geval, vyf-sesdes van 'n week wat vir verlofkwalisering gewerk is, met 'n maksimum boete van 30 skofte of vyf kalenderweke in 'n bepaalde kwalifiseertydperk vir verlof met betaling; met dien verstande dat die werkgewer binne sewe dae na die afwesigheid die Raad skriftelik daarvan in kennis moet stel.

(v) afwesigheidstydperke weens die ekstra week verlof waarvoor voorsiening in subklousule (9) van dié klousule gemaak word, of opgeloopte tydperke ten opsigte daarvan word vir verlofdoeleindes gereken op grondslag van die getal skofte wat die betrokke werknemer in gewone omstandighede gedurende sulke tydperke sou gewerk het.

(b) Die verlof moet drie naweke insluit en moet ononderbroke wees.

(c) Wanneer 'n statutêre openbare vakansiedag binne die verlof-tydperk val, moet dié tydperk met een dag met volle betaling vir elke sodanige dag verleng word.

(d) Aansoek om verlof moet binne een maand van die datum waarop hy op verlof geregtig is, deur die werknemer gedoen word.

(e) Die verlof moet deur die werkgewer toegestaan word sodat dit binne 'n tydperk van drie maande ná die datum waarop dit verskuldig geword het, begin.

(f) 'n Werknemer het reg op sy verlof en moet dit neem binne 'n tydperk van drie maande na die datum waarop dit verskuldig geword het, tensy die Raad vrystelling verleen.

(g) Geen werknemer mag gedurende sy verlof vir loon werk nie.

(4) (a) Aan die einde van elke kalendermaand en nie later nie as sewe dae na die einde van sodanige kalendermaand moet elke werkgewer aan die Sekretaris van die Raad die geldekwivalent van die verlofbetaling stuur waarop almal of enigen van sy werknemers geregtig is, en moet hy 'n bewys verskaf, opgestel in 'n vorm wat vir die Raad aanneemlik is en wat die getal skofte wat vir verlofdoeleindes tel, min enige aftrekkings wat by wet vir inkomstebelasting afgetrek moet word, vermeld. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word.

By die toepassing van subklousule (4) (a) moet die volgende bepaling nagekom word—

(i) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die gelde wat vir die doel van sodanige verlof aan hom betaalbaar is, by die kantoor van die Nywerheidsraad aan hom betaal word wanneer hy ophou werk met die doel om op vakansie te gaan, en sodanige betaling moet binne die voorgeskrewe ure geskied.

(ii) The employer shall, not later than seven days prior to the time that the employee is due to proceed on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes.

(b) Any employer wishing to pay direct to his employees the leave and/or unemployment and/or special bonuses prescribed in clauses 3 and/or 4 of this Part of the Agreement upon such payments becoming due to such employee in terms of the said clauses may be permitted to do so with the prior approval of the Council on production of evidence to the satisfaction of the Council that the moneys due and/or accruing are adequately safeguarded by means of a surety issued by an approved bank, insurance company or similar financial institution.

For the purpose of subclause (4) (b)—

(i) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him in cash by his employer on his ceasing work to go on holiday.

(ii) The employer shall at the time of making the payment referred to in paragraph (i) and in clause 4 (2) of this Part of the Agreement forward to the Council a holiday receipt voucher drawn up and supplied by the Council and containing the employee's signature as a receipt for the payment.

(5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of subclause (3) of this clause, he shall be credited with the proportionate number of shifts or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts or calendar weeks of employment, as the case may be, which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled.

(6) (a) Where the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher or vouchers to the Industrial Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted, the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions, either when next he qualifies for leave or becomes unemployed for a longer period than six days.

(b) Any employee claiming and receiving payment in terms of paragraph (a) of this subclause shall, on obtaining further employment in the Industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this clause, the leave equivalent of such balance shall be credited to him.

(7) When an employee dies, or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself, as the case may be, through the Industrial Council.

(8) (a) An employee who has been furnished with a voucher in terms of subclause (5) of this clause and is no longer employed in the Industry, shall on production of a written proof acceptable to the Council that he is no longer employed in the Industry be entitled, subject to paragraph (b) of this subclause, on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.

(b) Any voucher issued to an employee in terms of subclause (5) of this clause shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payment from the funds of the Council to such employee as is referred to herein.

(9) (a) An employee who has been in continuous employment with one establishment on qualifying for his tenth period of annual leave as provided for in terms of subclause (3) of this clause and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed

(ii) Die werkgewer moet minstens sewe dae voor die datum waarop die werknemer sy jaarlikse verlof moet neem, aan die Raad 'n vakansiebewys stuur in 'n vorm wat vir die Raad aanneemlik is en wat, vir verifikasiedoeleindes, die handtekening van die werknemer bevat.

(b) 'n Werkgewer wat die verlof- en/of werkloosheids- en/of spesiale bonus voorgeskryf in klousule 3 en/of 4 van hierdie deel van die Ooreenkoms, regstreeks aan sy werknemers wil betaal wanneer dit aan sodanige werknemers verskuldig word, kan met die toestemming van die Raad toegelaat word om dit te doen wanneer hy aan die Raad bevredigende bewys lewer dat die gelde wat verskuldig en/of aan die oploop is, op 'n toereikende wyse beveilig is deur middel van 'n waarborg uitgereik deur 'n goedgekeurde bank, versekeringsmaatskappy of dergelike finansiële inrigting.

By die toepassing van subklousule (4) (b) moet die volgende bepalings nagekom word—

(i) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die gelde wat vir die doel van sodanige verlof aan hom betaalbaar is, in kontant deur sy werkgewer aan hom betaal word wanneer hy ophou werk met die doel om op vakansie te gaan.

(ii) Die werkgewer moet ten tyde van die betaling bedoel in paragraaf (i) en in klousule 4 (2) van hierdie deel van die Ooreenkoms, aan die Raad 'n vakansiebewys stuur in 'n vorm wat deur die Raad opgestel en verskaf is en wat die werknemer se handtekening as kwitansie vir die bedrag wat betaal is, bevat.

(5) As 'n werknemer se diens eindig voordat hy kragtens subklousule (3) van hierdie klousule op verlof geregtig geword het, moet hy met die eweredige getal skofte, of, na gelang van die geval, kalenderweke diens gekrediteer word. Die werkgewer moet aan die werknemer, wanneer hy sy diens verlaat, 'n bewys uitreik wat die getal skofte, of, na gelang van die geval, kalenderweke diens wat vir verlofdoeleindes meetel, aantoon en onmiddellik die geldekwivalent van die verlofbetaling waarop die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.

(6) (a) As die tydperk van werkloosheid tussen twee diens-tydperke meer as ses dae beloop, is 'n werknemer wat sy bewys of bewyse aanbid by die Raad, geregtig om gedurende elke week van sy werkloosheid uit die bedrag waarmee hy gekrediteer staan 'n bedrag van minstens R4 of die bedrag waarmee hy gekrediteer staan, watter ook al die kleinste is, maar hoogstens halfbetaling teen die loon wat hy ontvang het toe die werkloosheid begin het, watter ook al die grootste is, te ontvang, totdat die kredit wat in die bewys of bewyse aangetoon word, uitgeput is. Wanneer die werknemer weer werk kry voordat daardie kredit uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word en daardie bedrag moet vir hom beskikbaar gehou word ooreenkomstig die voorgaande bepalings wanneer hy of vir sy volgende verlof kwalifiseer, of vir 'n tydperk langer as ses dae werkloos word.

(b) Enige werknemer wat, kragtens paragraaf (a) van hierdie subklousule betaling eis en dit ontvang, moet, wanneer hy weer in die Nywerheid werk kry, begin kwalifiseer vir verlof van die datum van indiensneming af; met dien verstande dat as daar 'n onopgevraagde saldo is waarmee hy kragtens hierdie klousule gekrediteer moet word, hy met dié saldo gekrediteer moet word.

(7) As 'n werknemer sterf of in die loop van sy werk onbekwaam word om sy beroep verder uit te oefen, moet die bedrag wat ten opsigte van die verlofbetaling verskuldig is aan sy boedel, of, na gelang van die geval, deur tussenkoms van die Raad, aan hom uitbetaal word.

(8) (a) 'n Persoon aan wie 'n bewys kragtens subklousule (5) van hierdie klousule uitgereik is en wat nie langer in die Nywerheid in diens is nie, is by aanbidding van 'n skriftelike bewys aanneemlik vir die Raad, behoudens paragraaf (b) van hierdie subklousule by die aanbidding van die bewys aan die Raad geregtig op uitbetaling daarteen van die onbetaalde saldo waarmee hy in die Boeke van die Raad gekrediteer staan.

(b) Enige bewys wat ingevolge subklousule (5) van hierdie klousule aan 'n werknemer uitgereik word, bly geldig vir twee jaar nadat die werknemer sy laaste skof gewerk het, en bedrae wat na verstryking van hierdie tydperk nog in die Raad se boeke aan so 'n werknemer verskuldig is, kom die fondse van die Raad toe; met dien verstande dat die Raad 'n eis deur so 'n werknemer na verstryking van genoemde tydperk moet oorweeg en na goeddunke 'n *ex gratia*-betaling uit die Raad se fondse kan doen aan 'n werknemer wat hierin vermeld word.

(9) (a) 'n Werknemer wat in ononderbroke diens by dieselfde bedryfsinrigting was, is wanneer hy vir sy tiende verloftydperk kwalifiseer soos bepaal ooreenkomstig subklousule (3) van dié klousule en elke jaar daarna terwyl hy in diens by dieselfde werkgewer is, ongeag of genoemde bedryfsinrigting van eenaar

ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof provided that by mutual arrangement between the employer and employee—

(i) the paid holiday referred to in subclause (3) of this clause may be extended by an extra week; or

(ii) the extra week's leave may be referred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.

(b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) of this subclause and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the paid holiday provided for in subclause (3) of this clause, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for a paid holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(10) Saving as is otherwise provided herein "employment" for purposes of this clause shall be deemed to commence from the date on which an employee enters an employer's service or the date on which he last became entitled to holiday leave, whichever is the later.

(11) (a) The Council may make reciprocal arrangements with any other industry for the interchange of leave vouchers to the benefit of the employee leaving the industry.

(b) *Prohibition of Cession.*—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

(12) Notwithstanding the foregoing provisions of this clause, an employer and his employee to whom this clause apply may mutually agree that the provisions of clause 13 of Part I of this Agreement shall be substituted therefor.

(13) Every employer in this section of the Industry who is registered with the Council at date of coming into operation of this Agreement and who has not already done so in pursuance of any previous agreement shall declare to the Council within one month of that date whether the provisions of this clause or the provisions of clause 13 of Part I of the Agreement will be observed in his establishment, and every employer in this section of the Industry who is not already registered with the Council in pursuance of any previous agreement shall make such declaration upon registering with the Council.

(14) Whenever such employees are required by the nature of essential work to work on any statutory public holiday he shall—

(a) receive not less than one and two-thirds times the rate payable in respect of a shift ordinarily worked on a week day; or

(b) receive not less than one and one-third times his ordinary rate in respect of the total period worked on such holiday plus one day's holiday within seven days on full pay, calculated at the rate of an average ordinary shift for that particular day of the week.

(15) In this clause the expression "employer" includes—

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

4. HOLIDAY AND SPECIAL BONUS APPLICABLE IN THE RADIO, REFRIGERATION AND/OR DOMESTIC APPLIANCE SERVICING SECTION OF THE INDUSTRY

(1) This clause shall apply to employees employed on work classified as Rate A in clause 4 of Part I of the Agreement and employees scheduled in Division 5 (Annexure F) employed in

verander het sedert die betrokke werknemer eerste in diens geneem is, al dan nie, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgever gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge ooreenkoms tussen werkgever en werknemer—

(i) die verlof met betaling wat in subklousule (3) van hierdie klousule voorgeskryf word, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof vir die jaar van kwalifisering uitgestel en opgehoop kan word totdat die werknemer vir drie sodanige ekstra weke verlof met betaling gekwalifiseer het.

(b) Wanneer die werkgever en werknemer die reëling tref waarvoor voorsiening kragtens paragraaf (a) (ii) van hierdie subklousule gemaak word en die werknemer vir drie ekstra weke verlof met betaling (hierna „die opgeloopte verlof”) genoem, gekwalifiseer het, moet die werkgever die opgehoopte verlof toestaan en die werknemer moet dit neem wanneer die verlof met betaling, soos voorgeskryf in subklousule (3) van hierdie klousule, toegestaan en geneem word; tensy, na gelang van die geval, die werkgever en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in ieder geval geleentheid moet gee om die opgeloopte verlof in die tydperk te neem voordat hy vir die volgende verlof met betaling kwalifiseer, en dat wanneer die werknemer in gebreke bly om die verlof binne dié tydperk te neem, hy sy reg daarop verbeur.

(10) Behoudens soos andersins hierin bepaal, word dit vir die toepassing van hierdie klousule beskou dat „diens” begin vanaf die datum waarop die werknemer by die werkgever in diens tree of die datum waarop hy laas op vakansieverlof geregtig geword het, naamlik die jongste datum.

(11) (a) Die Raad kan wederkerige reëlings met ander nywerhede tref vir die omruiling van verlofbewyse ten bate van 'n werknemer wat die Nywerheid verlaat.

(b) *Verbod op Sessie.*—Geen eis hoegenaamd deur enige werknemer teen die Raad kan gesedeer word en geen beweerde sessie daarvan is bindend vir die Raad nie.

(12) Ondanks die voorgaande bepalings van hierdie klousule, kan 'n werkgever en sy werknemer op wie hierdie klousule van toepassing is, onderling ooreenkom dat die bepalings van klousule 13 van Deel I van die Ooreenkoms in die plek daarvan gestel word.

(13) Elke werkgever in hierdie afdeling van die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die Raad geregistreer is en wat dit nie reeds ooreenkomstig 'n vorige ooreenkoms gedoen het nie, moet binne een maand na dié datum die Raad meedeel of die bepalings van hierdie klousule of wel die bepalings van klousule 13 van Deel I van die Ooreenkoms in sy bedryfsinrigting toegepas sal word, en elke werkgever in hierdie afdeling van die Nywerheid wat nog nie ooreenkomstig 'n vorige ooreenkoms by die Raad geregistreer is nie, moet hierdie mededeling doen tydens registrasie by die Raad.

(14) As daar weens die aard van 'n noodsaaklike diens, van sulke werknemers vereis word om op 'n statutêre openbare vakansiedag te werk, moet hulle—

(a) minstens een en twee-derdes maal die loon betaalbaar ten opsigte van 'n skof wat gewoonlik op 'n weekdag gewerk word, ontvang; of

(b) minstens een en 'n derde maal die gewone loon ontvang ten opsigte van die totale tydperk wat op die vakansiedag gewerk word, plus, binne sewe dae, 'n dag verlof met volle betaling bereken teen die loon vir 'n gewone skof vir die bepaalde dag van die week.

(15) In dié klousule omvat die uitdrukking „werkgever”—

(a) ingeval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(b) ingeval van die bankroetskaps van die werkgever of ingeval van die bereddering van sy boedel of die oordrag of verkoop van sy besigheid, die trustee of beredderaar of nuwe eienaar van die besigheid;

indien sodanige eksekuteur, erfgenaam, legataris, trustee, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

4. VERLOF- EN SPESIALE BONUS VAN TOEPASSING IN DIE AFDELING VIR DIE BEDIENING VAN RADIO'S, VERKOELINGS- EN/OF HUISHOUDELIKE TOESTELLE

(1) Dié klousule is van toepassing op werknemers in diens vir werk geklassifiseer onder loongroep A in klousule 4 van Deel I van die Ooreenkoms en werknemers ingelys in Afdeling 5 (Aanhangsel F) in diens in die nywerheidsafdeling vir die bediening

the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry: Provided that it shall not apply to apprentices, trainees, any category of rates E to H work, labourers, watchmen or police boys.

(2) Whenever an employee to whom this clause applies is paid his holiday pay in terms of clause 3 of this Part or clause 13 of Part I of the Agreement, as applied by subclause (12) of clause 3 of this Part of the Agreement, whichever is applicable, he shall at the same time be paid bonus as follows:—

Bonus Payable as Hereunder

Holiday bonus per annum calculated pro rata to the holiday qualification completed after the date on which the employee last qualified for his paid holiday, or the date of his engagement, whichever is the later.

	R
Where the employee's scheduled rate exceeds 42 cents per hour but does not exceed 57 cents per hour.....	60.00
Where the employee's scheduled rate exceeds 57 cents per hour but does not exceed 67 cents per hour.....	70.00
Where the employee's scheduled rate exceeds 67 cents per hour but does not exceed 80.5 cents per hour.....	100.00
Where the employee's scheduled rate exceeds 80.5 cents per hour.....	110.00

(3) Whenever an employer transmits to the Council holiday payments in terms of subclause (4) (a) of clause 3 of this Part of the Agreement, he shall at the same time transmit the money equivalent of the special bonus specified for his class as contained under subclause (2) of this clause in the manner set out in subclause (4).

(4) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of clause 3 of this Part or clause 13 of Part I of the Agreement as applied by subclause (12) of clause 3 of this Part, whichever is applicable, the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts or calendar weeks of employment credited to him for holiday purposes. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts or calendar weeks of employment which count for holiday purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Council, along with the money equivalent of the paid holiday entitlement.

(5) Whenever the bonus is remitted to the Council in terms of subclause (3) and (4) hereof the provisions of subclauses (6), (7), (8) and (11) (b) of clause 3 of this Part of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(6) For the purpose of this clause—

“holiday qualification” shall be the qualification for the paid holiday prescribed in clause 3 (3) (a) of this Part or clause 13 (3) (a) of Part I of the Agreement, whichever is applicable;

“qualified employees” means any employee who is remunerated according to experience and has qualified for the rate for his class of work specified as payable “thereafter”.

7. STORAGE, INSURANCE AND PROVISION OF TOOLS

(1) (a) Wherever possible suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this subclause shall be insured by the employer against loss by fire: Provided that this provision shall apply only when the employee's tools are marked with his name, and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory.

(b) If such tools are not insured the employer shall be in any case liable for any such loss up to and including a limit value of one hundred rand (R100) unless the employee concerned has satisfied the insurer, before such loss, that the value of his tools exceeded that figure.

(2) In the event of an employee being required to use any of the following tools and/or instruments in the performance of his work, such tools and/or instruments shall be provided in good order and condition by the employer as follows:—

Stocks, dies, taps, tap-wrenches, pipe vices, files, hack-saw blades, blow lamps, electric soldering irons and soldering materials and all testing instruments, excluding small pressure gauges for testing refrigeration plant.

van radio's, verkoelings- en/of huishoudelike toestelle; met dien verstande dat dit nie van toepassing is op vakleerlinge, kweklinge, enige klas onder loongroepe E tot H, arbeiders, wagte of polisiejongens nie.

(2) Wanneer 'n werknemer op wie dié klousule van toepassing is, sy verlofsoldy betaal word kragtens klousule 3 van dié Deel of klousule 13 van Deel I van die Ooreenkoms, soos toegepas by subklousule (12) van klousule 3 van dié Deel van die Ooreenkoms, na gelang van watter een van toepassing is, moet hy terselfdertyd 'n bonus soos volg betaal word:—

Bonus Betaalbaar

Verlofbonus per jaar, pro rata bereken volgens die verlofkwalifikasies voltooi na die datum waarop die werknemer laas vir sy verlof met besoldiging gekwalifiseer het of die datum van sy indiensneming, nl. die jongste datum.

	R
Waar die werknemer se ingelyste loon meer as 42 sent per uur maar hoogstens 57 sent per uur is.....	60.00
Waar die werknemer se ingelyste loon meer as 57 sent per uur maar hoogstens 67 sent per uur is.....	70.00
Waar die werknemer se ingelyste loon meer as 67 sent per uur maar hoogstens 80.5 sent per uur is.....	100.00
Waar die werknemer se ingelyste loon meer as 80.5 sent per uur is.....	110.00

(3) Wanneer 'n werkgewer verlofbetalings ingevolge subklousule (4) (a) van klousule 3 van hierdie deel van die Ooreenkoms aan die Raad stuur, moet hy terselfdertyd die geldekwivalent van die spesiale bonus stuur wat vir sy klas gespesifiseer is, soos in subklousule (2) van hierdie klousule op die wyse in subklousule (4) vermeld, vervat is.

(4) As 'n werknemer se diens eindig voordat hy kragtens klousule 3 van dié deel of klousule 13 van Deel I van die Ooreenkoms, soos toegepas by subklousule (12) van klousule 3 van dié deel, watter ook al van toepassing is, op betaalde verlof geregtig is, moet hy gekrediteer word met 'n deel van die bonus wat vir sy klas voorgeskryf word, in verhouding tot die getal skofte of kalenderwerke deur hom gewerk, wat vir verlofdoelindes tel.

(5) Wanneer die bonus ingevolge subklousules (3) en (4) hiervan aan die Raad gestuur word, is die bepaling van subklousules (6), (7), (8) en (11) (b) van klousule 3 van dié deel van die Ooreenkoms, met betrekking tot die geldekwivalent van betaalde verlof, *mutatis mutandis* van toepassing.

(6) Vir die toepassing van hierdie klousule is—

„verlofkwalifikasie” die kwalifikasie vir die betaalde verlof voorgeskryf in klousule 3 (3) (a) van dié deel of klousule 13 (3) (a) van Deel I van die Ooreenkoms, watter ookal van toepassing is; en beteken

„gekwalifiseerde werknemer” 'n werknemer wat volgens ondervinding besoldig word en wat vir die loon vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het.

7. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

(1) (a) Waar moontlik, moet die werkgewer by elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf en 'n verantwoordelike persoon aanstel om toe te sien dat al die plekke gesluit is. Hierdie bepaling is nie op loswerk van toepassing nie. Die werkgewer moet alle gereedskap van werknemers in werkinkels en in toesluitplekke wat ingevolge hierdie subklousule verskaf word, teen verlies deur brand verseker; met dien verstande dat hierdie bepaling slegs van toepassing is wanneer die werknemer se naam op die gereedskap aangebring is en die werkgewer van 'n lys van sodanige gereedskap voorsien en genoeg geleentheid gegee is om die lys te kontroleer.

(b) Indien hierdie gereedskap nie verseker is nie, is die werkgewer nogtans vir verlies aanspreeklik tot en met 'n waardebeperking van eenhonderd rand (R100), tensy die betrokke werknemer die versekeraar voor die verlies daarvan oortuig het dat sy gereedskap meer as daardie bedrag werd was.

(2) Indien dit van 'n werknemer vereis word om enigeen van die volgende gereedskap te gebruik by die uitvoering van sy werk, moet dié gereedskap en/of instrumente soos volg in goeie toestand en orde deur die werkgewer verskaf word:—

Stokke en snymoere, snytappe, kraansleutels, pypskroewe, blaaslampe, vyle, ystersaaglemme, elektriese soldeeroute, soldeermateriaal en alle toetsinstrumente, uitgesonderd klein drukmeters om koelinstallasies te toets.

(3) An employer when issuing tools and/or instruments on loan to an employee shall require the employee to sign a receipt for any or all such tools and/or instruments issued. The employee shall be responsible for all such tools and/or instruments signed for, and the employer shall be entitled to recover the cost or replacement of any tools and/or instruments that the employee has signed for and is unable to return.

PART IV

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED

Notwithstanding anything in these provisions contained, the provisions relating to "Hours of Work" (clause 5), "Overtime and Payment for Work on Sundays and Certain Public Holidays" (clause 6), "Night Shift Work" (clause 7), "Holiday and Unemployment Pay" (clause 13), "Special Bonus" (clause 14), "Illness and/or Injury on Duty Allowance" (clause 27), "Certificate of Service" (clause 31) of Part I of the Agreement and the provisions of Part III of the Agreement shall not apply to employees employed on Rates E to H work, labourers (other than labourers employed in terms of Part II of the Agreement) and watchmen, to whom except as is otherwise provided therein the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. HOURS OF WORK

(1) Save as is otherwise provided in this Part of the Agreement, no employer shall require or permit an employee (other than a watchman)—

(a) to work for more than 45 hours, excluding meal times, in any one week; or

(b) to work more than eight hours, excluding meal times, on any one day: Provided that in any establishment in which—

(i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any workday be required or permitted to work for an additional period not exceeding one and a quarter hours.

(2) Unless otherwise authorised by the Council, the maximum overtime that may be worked including work on Sundays shall not exceed 10 hours per week.

(3) An employee shall not be required or permitted to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour.

Periods of work interrupted by an interval of less than one hour shall, for purposes of this clause, be deemed to be continuous.

(4) Notwithstanding the provisions of this clause—

(i) no employee who is a female, shall be required or permitted to work—

(a) between six o'clock p.m. and six o'clock a.m.; or

(b) after one o'clock p.m. on more than five days in any week;

(ii) no employee who is a female, shall be required or permitted to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless she has—

(i) been given notice thereof before midday; or

(ii) been provided with an adequate meal before she has to commence overtime; or

(iii) been paid an allowance of not less than 15 cents in sufficient time to enable her to obtain a meal before the overtime was due to commence.

(5) Every employer shall display in his establishment in a place readily accessible to his employees a notice specifying the starting and finishing time of work for each shift or shifts of the week and the meal hour.

(3) Wanneer 'n werkgewer gereedskap en/of instrumente op gebruikleen aan 'n werknemer uitreik, moet hy van die werknemer vereis om 'n kwitansie te teken vir enigeen of al sulke gereedskapstukke en/of instrumente uitgereik. Die werknemer is verantwoordelik vir al die gereedskap en/of instrumente waarvoor hy geteken het, en die werkgewer het die reg om die koste of vervanging van enige gereedskap en/of instrumente te verhaal waarvoor die werknemer geteken het maar nie in staat is om terug te besorg nie.

DEEL IV

SPESIALE VOORWAARDES MET BETREKKING TOT SEKERE SOORTE ARBEID HIERIN GENOEM

Ondanks enigiets in hierdie bepalings, is die bepalings met betrekking tot „Werkure” (klousule 5), „Oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae” (klousule 6), „Nagskofwerk” (klousule 7), „Verlof- en werkloosheidsbesoldiging” (klousule 13), „Spesiale bonus” (klousule 14), „Siekte- en/of besering-op-diens-toelae” (klousule 27), „Dienssertifikaat” (klousule 31) van Deel I van die Ooreenkoms en die bepalings van Deel III van die Ooreenkoms nie van toepassing op werknemers wat in diens is volgens loongroepe E tot H, arbeiders (uitgesonderd arbeiders in diens kragtens Deel II van die Ooreenkoms), en wagte op wie, behoudens soos andersins daarin bepaal, die oorblywende bepalings van Deel I en die volgende spesiale bepalings toegepas moet word. (Die spesiale bepalings moet geld en moet voorrang geniet in geval van teenstrydigheid tussen hulle en genoemde oorblywende bepalings van Deel I.)

1. WERKURE

(1) Geen werkgewer mag, behoudens soos andersins bepaal in dié deel van die Ooreenkoms, 'n werknemer (uitgesonderd 'n wag) verplig of toelaat om—

(a) langer as 45 uur, uitgesonderd etenstye, in 'n bepaalde week te werk; of

(b) langer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie, met dien verstande dat in 'n bedryfsinrigting waarin—

(i) die gewone werkure op een dag per week hoogstens vyf is, 'n werknemer verplig of toegelaat kan word om vir 'n verdere tyd van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) die werknemers gewoonlik op hoogstens vyf dae per week werk, 'n werknemer op enige werkdag verplig of toegelaat kan word om vir 'n verdere tydperk van hoogstens 1½ uur te werk.

(2) Tensy anders deur die Raad gemagtig, is die maksimum oortyd wat gewerk mag word, met inbegrip van werk op Sondae, hoogstens 10 uur per week.

(3) 'n Werknemer kan nie verplig of toegelaat word om vir 'n ononderbroke tyd van meer as vyf uur sonder 'n onafgebroke pouse van minstens een uur te werk nie; met dien verstande dat werktyle wat deur 'n pouse van minder as een uur onderbreek word, vir die toepassing van hierdie klousule as onafgebroke beskou word.

(4) Ondanks die bepalings van hierdie klousule—

(i) kan 'n vroulike werknemer nie verplig of toegelaat word om—

(a) tussen 6-uur nm. en 6-uur vm.; of

(b) na 1-uur nm. op meer as vyf dae per week te werk nie;

(ii) kan 'n vroulike werknemer nie verplig of toegelaat word om—

(a) langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag oortyd te werk nie, tensy sy—

(i) voor 12-uur middag daarvan in kennis gestel is; of

(ii) van 'n toereikende ete voorsien is voordat sy met oortyd moet begin;

(iii) betyds 'n toelae van minstens 15 sent betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

(5) Elke werkgewer moet in sy bedryfsinrigting op 'n plek wat vir sy werknemers maklik toeganklik is, 'n kennisgewing vertoon waarop die begin- en ophoutyd van werk vir elke skof of skofte van die week, en etenstye, aangegee word.

2. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS APPLICABLE TO ALL PART IV EMPLOYEES, OTHER THAN THOSE SPECIALLY PROVIDED FOR IN PART II OF THIS AGREEMENT

(1) Except as provided for in subclauses (2), (3) and (4) of this clause, any time worked by employees after the completion of the normal shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:—

(a) At one and one-third times the hourly rate during the first six hours immediately following the normal shift.

(b) Thereafter, at one and one-half times the hourly rate until the usual starting time of the employee's next normal shift: Provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and one-third times the hourly rate for the first six hours reckoned from the starting time on an ordinary working day and at one and one-half times the hourly rate thereafter.

(2) Whenever an employee is called out on urgent work any time after six hours of having completed his normal shift, he shall be paid at one and one-half times his hourly rate for the period of time commencing when the employee leaves his home and returns there including time worked on the job, until the usual starting time of his next normal shift: Provided that an employee who is called out on urgent work shall in any case be paid at one and one-half times his hourly rate for the time worked from midnight until the usual starting time of his next normal shift.

(3) Whenever an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times the hourly rate for the time worked until the usual starting time of the shift.

(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five-day week shall be paid at one and one-third times his hourly rate for the first six hours reckoned from when he starts work and at one and one-half times his hourly rate thereafter; an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in subclause (1) of this clause: Provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For purposes of this subclause, "usual starting time" means the usual starting time on an ordinary working day.

(5) Whenever an employee (other than an employee engaged on urgent work) works on a Sunday he shall be paid at one and two-thirds times the hourly rate for time worked with a minimum payment of one and two-thirds times the hourly rate for the hours of a normal shift: Provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(6) Employees engaged on urgent work shall be paid for work on Sundays at not less than one and two-thirds times the hourly rate for the hours worked with a minimum payment of not less than four hours' pay at one and two-thirds times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-thirds times the hourly rate shall apply.

(7) An employee shall be given one day off in each week and if he is employed on such day he shall be paid at the rate of one and two-thirds times the hourly rate for the time worked, until the usual starting time next day: Provided that in no case shall he receive less than a minimum of four hours' pay at one and two-thirds times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-thirds times the hourly rate shall apply.

(8) The provisions of this clause relating to payment for work on Sundays shall not apply in respect of shifts worked on Sunday night in establishments working a two-shift or three-shift system, which shall be paid for as follows:—

(a) For the hours worked before midnight—at one and one-half times the ordinary hourly rate plus 10 per cent;

(b) after midnight until completion of the shift—at the ordinary hourly rate plus 10 per cent.

2. OORTYD EN BETALING VIR WERK OP SONDAE, VAN TOEPASSING OP ALLE DEEL IV-WERKNEMERS UITGESONDERD DIE VIR WIE DAAR SPESIAAL VOORSIENING GEMAAK WORD IN DEEL III VAN HIERDIE OOREENKOMS

(1) Behoudens die bepalings van subklousules (2), (3) en (4) van hierdie klousule, word alle tyd wat werknemers na die voltooiing van die gewone skof in die betrokke inrigting werk, geag oortydwerk te wees waarvoor daar soos volg betaal moet word:—

(a) Teen een en 'n derde maal die uurloon gedurende die eerste ses uur onmiddellik na die gewone skof.

(b) Daarna teen een en 'n half maal die uurloon tot die gewone begintyd van die werknemer se eersvolgende gewone skof; met dien verstande dat, in die geval van bedryfsinrigtings wat vyf dae per week werk, daar vir tyd wat op 'n Saterdag gewerk word, betaal moet word teen een en 'n derde maal die uurloon vir die eerste ses uur gereken vanaf die begintyd op 'n gewone werkdag, en daarna teen een en 'n half maal die uurloon.

(2) Wanneer 'n werknemer te eniger tyd na verloop van ses uur vandat hy sy gewone skof voltooi het, teruggedroep word vir dringende werk, moet hy teen een en 'n half maal sy uurloon betaal word vir die tydperk wat begin wanneer hy sy tuiste verlaat en eindig wanneer hy daarheen terugkeer, met inbegrip van die tyd wat hy aan die taak gewerk het, en wel tot die gewone begintyd van sy eersvolgende gewone skof; met dien verstande dat 'n werknemer wat vir dringende werk teruggedroep word, in elk geval teen een en 'n half maal sy uurloon betaal moet word vir die tyd gewerk vanaf middernag tot die gewone begintyd van sy eersvolgende gewone skof.

(3) Wanneer daar van 'n werknemer vereis word om hom vir diens aan te meld voor die gewone begintyd vir daardie dag van die week, moet hy teen een en 'n half maal die uurloon betaal word vir die tyd gewerk tot die gewone begintyd van die skof.

(4) In alle gevalle waar 'n werknemer op sy eie versoek op 'n Saterdag vroeër begin werk as die gewone begintyd, moet 'n werknemer wat vyf dae per week werk, teen een en 'n derde maal sy uurloon betaal word vir die eerste ses uur gereken vanaf die tyd waarop hy met die werk begin, en daarna teen een en 'n half maal sy uurloon; 'n werknemer wat ses dae per week werk, moet teen sy gewone uurloon betaal word vir die tydperk van sy gewone werkure op 'n Saterdag, en daarna moet hy betaal word soos in subklousule (1) van hierdie klousule bepaal; met dien verstande dat, indien die werknemer meer as twee uur voor die gewone begintyd begin werk, daar vir alle tyd gewerk tot 'n maksimum van twee uur voor die gewone begintyd, betaal moet word teen een en 'n half maal die uurloon van die werknemer. By die toepassing van hierdie klousule beteken „gewone begintyd” die gewone begintyd op 'n gewone werkdag.

(5) Wanneer 'n werknemer, uitgesonderd 'n werknemer wat dringende werk verrig, op 'n Sondag werk, moet hy teen twaalfderde maal die uurloon betaal word vir die tyd gewerk en moet hy minstens twaalfderde maal die uurloon vir die ure van 'n gewone skof ontvang; met dien verstande dat, waar 'n werkgewer werk verskaf om die werknemer vir die ure van 'n gewone skof besig te hou en die werknemer versuim of weier om die volle tydperk wat van hom vereis word, te werk, sodanige werknemer op betaling vir slegs die tydperk wat hy werklik gewerk het, geregtig is.

(6) Werknemers wat dringende werk verrig, moet vir werk op Sondag teen minstens twaalfderde maal die uurloon betaal word vir die ure gewerk en moet betaling vir minstens vier uur se werk teen twaalfderde maal die uurloon ontvang vir ure gewerk voor die middag. Waar sodanige werk tot in die namiddag strek, is 'n minimum betaling vir agt uur teen twaalfderde maal die uurloon van toepassing.

(7) 'n Werknemer moet elke week een dag vry gegee word, en as hy op sodanige dag werk, moet hy teen twaalfderde maal die uurloon betaal word vir die tyd wat hy gewerk het tot die gewone begintyd die daaropvolgende dag; met dien verstande dat hy onder geen omstandighede minder as 'n minimum vir vier uur se loon teen twaalfderde maal die uurloon mag ontvang nie vir die ure wat hy voor die middag gewerk het. Waar sodanige werk tot in die namiddag strek, is 'n minimum betaling van agt uur teen twaalfderde maal die uurloon van toepassing.

(8) Die bepalings van hierdie klousule betreffende betaling vir werk op Sondag, is nie van toepassing nie ten opsigte van skofte op Sondag gewerk in bedryfsinrigtings wat volgens 'n twee- of drieskofstelsel werk, en daar moet vir sodanige werk soos volg betaal word:—

(a) Vir ure gewerk voor middernag, teen een en 'n half maal die gewone uurloon plus 10 persent;

(b) vir ure gewerk na middernag en totdat die skof voltooi is, die gewone uurloon plus 10 persent;

(9) For the purpose of this clause—

“a normal shift” is one-fifth of the ordinary weekly hours of work of an establishment working a five-day week or one-sixth of the ordinary weekly hours of work of an establishment working a six-day week;

“usual starting time” means the starting time on an ordinary working day.

3. SHIFT WORK

(1) Night shift work shall be paid at the hourly rate applicable plus 10 per cent.

(2) In order to be on night shift work an employee must work three or more consecutive nights between 6 p.m. on Monday and 6 a.m. on Sunday of the same week, except in marine work where any three or more nights worked consecutively may constitute night shift work.

(3) Not less than six hours shall elapse between the employment of an employee on night shift and on day shifts: Provided that an employee may work during such interim period of six hours if overtime is paid at one and one-third times the hourly rate.

(4) In establishments working a two-shift system or three-shift system, payment shall be as follows:—

(a) Two-shift system:—

(i) work ordinarily performed on the shift commencing in the morning shall be paid at ordinary hourly rates: Provided that if the shift commences before 6 a.m., time worked prior to 6 a.m. shall be paid at the ordinary hourly rate plus 10 per cent;

(ii) work ordinarily performed on the second shift shall be paid for as follows:—

(aa) When the hours for the complete shift fall wholly within any period from 6 p.m. to 6 a.m. at the ordinary hourly rate plus 10 per cent;

(bb) when the hours for the complete shift do not fall wholly within any period from 6 p.m. to 6 a.m. at the ordinary hourly rate plus 5 per cent until midnight, and after midnight, at the ordinary hourly rate plus 10 per cent.

(b) Three-shift system: Work ordinarily performed on the—

(i) second shift, at the ordinary hourly rate plus 5 per cent;

(ii) third shift, at the ordinary hourly rate plus 10 per cent.

(5) Time worked by employees on shift systems after the completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for it at one and one-third times the increased hourly rate until the usual starting time of the employee's next normal shift.

For purposes of the above, “increased hourly rate” means the ordinary hourly rate plus the amount per cent payable thereon at the concluding time of the shift.

4. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS

(1) (a) Subject to paragraph (b) if an employee does not work on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week: Provided that whenever the Day of the Covenant, Christmas Day or New Year's Day falls on a Saturday, an employee who does not work on such day shall be granted a full shift's remuneration in respect of such day as if the holiday had fallen within the period Monday to Friday inclusive.

(b) Employees employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part III of the Agreement, shall be entitled to all public holidays in terms of the Public Holidays Act, 1952, or as may be amended from time to time in respect of which an employee shall be paid not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

For purposes of paragraphs (a) and (b) the rate of remuneration of employees employed on incentive bonus work shall be the rate for the class of work scheduled in the Agreement.

(2) Save as is provided for in subclause (3) hereof, whenever an employee works on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter the overtime rate prescribed in subclause (1) of clause 2 of this Part of the Agreement shall apply.

(9) By die toepassing van hierdie klousule beteken:—

„'n gewone skof” een vyfde van die gewone weeklikse werke van 'n bedryfsinrigting wat vyf dae per week werk of een sesde van die gewone weeklikse werke van 'n bedryfsinrigting wat ses dae per week werk;

„gewone begintyd” die begintyd op 'n gewone werkdag.

3. SKOFWERK

(1) Vir nagskofwerk word die uurloon wat van toepassing is, plus 10 persent betaal.

(2) Ten einde op nagskofwerk diens te doen, moet 'n werknemer drie of meer agtereenvolgende nagte tussen 6 nm. op Maandag en 6 vm. op Sondag van dieselfde week werk, uitgesonderd werk in verband met see-aangeleenthede, waar enige drie of meer nagte wat agtereenvolgend gewerk is, nagskofwerk kan uitmaak.

(3) Minstens ses uur moet verloop tussen die plasing van 'n werknemer op nagskof en op dagskofte; met dien verstande dat 'n werknemer gedurende sodanige tussentydperk van ses uur mag werk, mits aan hom een-derde maal die uurloon ten opsigte van oortydwerk betaal word.

(4) In bedryfsinrigtings wat volgens 'n tweeskof- of drieskofstelsel werk, geskied betaling soos volg:—

(a) Tweeskofstelsel:—

(i) Vir werk wat gewoonlik verrig word op die skof wat in die oggend begin, word die gewone uurloon betaal; met dien verstande dat indien die skof voor 6 vm. begin, daar vir 'n tyd wat voor 6 vm. gewerk is, die gewone uurloon plus 10 persent betaal moet word;

(ii) vir werk wat gewoonlik op die tweede skof verrig word, moet daar soos volg betaal word:—

(aa) Indien die ure vir die volledige skof geheel en al binne 'n tydperk vanaf 6 nm. tot 6 vm. val, die gewone uurloon plus 10 persent;

(bb) Indien die ure vir die volledige skof nie geheel en al binne 'n tydperk vanaf 6 nm. tot 6 vm. val nie, die gewone uurloon plus vyf persent tot middernag, en na middernag die gewone uurloon plus 10 persent.

(b) Drieskofstelsel: Werk wat gewoonlik verrig word op die—

(i) tweede skof, die gewone uurloon plus vyf persent;

(ii) derde skof, die gewone uurloon plus 10 persent.

(5) Tyd wat werknemers gewerk het, volgens skofstelsels na voltooiing van die gewone skof in die betrokke bedryfsinrigting, moet as oortyd gereken word en moet daarvoor teen een en 'n derde maal die verhoogde uurloon betaal word tot die gewone aanvangstyd van die werknemer se volgende gewone skof.

Vir die toepassing van bogenoemde, beteken „verhoogde uurloon” die gewone uurloon plus die bedrag persent wat by die aflooptyd van die skof ten opsigte daarvan betaalbaar is.

4. BETALING VIR SEKERE OPENBARE VAKANSIEDAE

(1) (a) Behoudens paragraaf (b) indien 'n werknemer nie op Goeie Vrydag, Hemelvaartsdag, Gelofte- of Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag besoldig teen 'n loon van minstens sy gewone besoldiging asof hy op sodanige dag sy gemiddelde gewone werke vir daardie dag van die week gewerk het: Met dien verstande dat wanneer Gelofte- of Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, besoldiging vir 'n volle skof moet ontvang ten opsigte van sodanige dag asof die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het.

(b) Werknemers wat in die Radio-, Verkoelings- en/of Huis-houdelike Toestelbedieningsafdeling van die Nywerheid, Deel III van die Ooreenkoms, in diens is, is op alle openbare vakansiedae ingevolge die Wet op Openbare Feesdae, 1952, of soos dit van tyd tot tyd gewysig kan word, geregtig, ten opsigte waarvan 'n werknemer minstens sy gewone besoldiging betaal moet word asof hy op sodanige dag sy gemiddelde gewone werke vir daardie dag van die week gewerk het.

Vir die toepassing van paragrawe (a) en (b) is die besoldiging van werknemers wat aansporingsbonuswerk verrig, die loon wat vir dié klas werk in die Ooreenkoms genoem word.

(2) Behoudens die bepalinge van subklousule (3) hiervan, wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Gelofte- of Kersdag, of Nuwejaarsdag werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en daarbenewens sy gewone loon vir die tyd wat hy werklik gewerk het tot die voltooiing van die skof, waarna die oortydloon wat in subklousule (1) van klousule 2 van hierdie deel van die Ooreenkoms voorgeskryf word, moet geld.

(3) Whenever an employee employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part III of the Agreement, works on any public holiday in terms of the Public Holidays Act, 1952, or as may be amended from time to time, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter the overtime rate prescribed in subclause (1) of clause 2 of this Part of the Agreement shall apply.

(4) The provisions of this clause shall not apply to employees employed on watchman's work, or an employee who is on paid leave provided for in this Part of this Agreement.

5. PAID LEAVE

(1) (a) Save as is provided for in paragraph (b) an employer shall grant, in accordance with the provisions of paragraphs (b), (c) and (d), to every employee employed by him in respect of each period of 12 months' employment with him, leave of absence of not less than three weeks on full pay or alternatively grant not less than two consecutive weeks of absence on full pay plus one week's pay in lieu of the third week of absence. For every public holiday referred to in clause 4 (2) of this Part of the Agreement that falls within the period of such leave, the employer shall add a work-day to the said period as a further period of leave of absence on full pay.

(b) Employees employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part III of the Agreement, shall be entitled to two consecutive weeks' paid holiday. Should any statutory public holiday fall within the period of the holiday, such period shall be extended by one day with full pay for each such day.

(c) An employer shall grant such leave as from a date fixed by him but not later than four months after the termination of the said period of 12 months' employment: Provided that if an employee has agreed thereto in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

(d) An employer shall not grant such leave to be concurrent with any period during which the employee is under notice of termination of employment or (except at the written request of the employee) to be concurrent with any period during which the employee is undergoing military training in pursuance of the Defence Act of 1957.

(2) Every employee to whom leave is granted under subclause (1) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(3) Upon termination of an employee's employment his employer shall pay to him—

(a) his full pay in respect of any period of leave which has accrued to him but was not granted to him before the date of termination of the employment; and

(b) (i) in the case of employees, other than those referred to in subclause (1) (b), one-twelfth of his full pay for three weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subclause (1) or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment;

(ii) in the case of an employee referred to in subclause (1) (b), one-twelfth of his full pay for two weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subclause (1), or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

(4) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) is undergoing military training in pursuance of the Defence Act of 1957; or

(c) is absent from work on the instructions or at the request of the employer; or

(d) is absent from work owing to illness,

shall be deemed to be employment for the purpose of subclauses (1) and (3): Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails after the request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during 12 months of employment which is in excess of 30 days;

(3) Wanneer 'n werknemer in diens in die Radio-, Verkoelings- en/of Huishoudelike Toestelbedieningsafdeling van die Nywerheid, Deel III van die Ooreenkoms, op enige openbare vakansiedag ingevolge die Wet op Openbare Feesdae, 1952, of soos dit van tyd tot tyd gewysig kan word, werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en daarbenewens sy gewone loon vir die tyd wat hy werklik gewerk het tot die voltooiing van die skof, waarna die oortydloon wat in subklousule (1) van klousule 2 van hierdie Deel van die Ooreenkoms voorgeskryf word, moet geld.

(4) Die bepalings van hierdie klousule geld nie vir werknemers wat die werk van 'n wag verrig nie, of 'n werknemer wat met betaalde verlof is nie, waarvoor in hierdie deel van die Ooreenkoms voorsiening gemaak word.

5. VERLOF MET BETALING

(1) (a) Behoudens die bepalings van paragraaf (b) moet 'n werkgewer, ooreenkomstig die bepalings van paragrawe (b), (c) en (d), aan elke werknemer by hom in diens ten opsigte van elke tydperk van 12 maande diens by hom, afwesigheidsverlof van minstens drie weke met volle betaling toestaan of hom anders minstens twee agtereenvolgende weke afwesigheidsverlof met volle betaling plus die betaling vir een week in die plek van die derde week van afwesigheid toestaan.

(b) Werknemers in diens in die Radio-, Verkoelings- en/of Huishoudelike Toestelbedieningsafdeling van die Nywerheid, Deel III van die Ooreenkoms, is op twee agtereenvolgende weke verlof met besoldiging geregtig. Indien enige statutêre openbare vakansiedag binne die verloftydperk sou val, moet sodanige tydperk met een dag verleng word, met volle betaling vir elke sodanige dag.

(c) 'n Werkgewer moet sodanige verlof toestaan vanaf 'n datum wat nie later nie as vier maande na die afloop van genoemde tydperk van 12 maande diens deur hom vasgestel moet word. Met dien verstande dat indien 'n werknemer voor die verstrekking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, sy werkgewer sodanige verlof aan hom kan toestaan vanaf 'n datum nie later nie as twee maande na die verstrekking van genoemde tydperk van vier maande.

(d) 'n Werkgewer mag nie sodanige verlof toestaan dat dit saamval nie met enige tydperk waartydens die werknemer kennis gekry het dat sy diens beëindig is, of (uitgesonderd op die werknemer se skriftelike versoek) dat dit met enige tydperk sal saamval nie waartydens die werknemer militêre opleiding ooreenkomstig die Verdedigingswet, 1957, ondergaan.

(2) Elke werknemer aan wie verlof kragtens subklousule (1) toegestaan is, moet betaling van die werkgewer ten opsigte van sodanige verlof op of voor die laaste werkdag voor die aanvang van genoemde tydperk ontvang.

(3) By beëindiging van sy diens moet die werkgewer die werknemer—

(a) sy volle besoldiging betaal ten opsigte van enige tydperk van verlof wat vir hom opgehoop het maar nie voor diensbeëindigingsdatum toegestaan is nie; en

(b) (i) in die geval van werknemers, uitgesonderd dié in subklousule (1) (b) genoem, een twaalfde van sy volle besoldiging vir drie weke ten opsigte van elke voltooiende maand diens by die werkgewer na die datum waarop hy laas op verlof ingevolge subklousule (1) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens.

(ii) in die geval van 'n werknemer in subklousule (1) (b) genoem, een twaalfde van sy volle besoldiging vir twee weke ten opsigte van elke voltooiende maand diens by die werkgewer na die datum waarop hy laaste kragtens subklousule (1) op verlof geregtig geword het, of, in die geval van 'n werknemer wat vir minder as 12 maande in diens is, na die aanvangsdatum van sy diens.

(4) Enige tydperk waarin 'n werknemer—

(a) met verlof is ingevolge subklousule (1); of

(b) militêre opleiding ondergaan, ooreenkomstig die Verdedigingswet, 1957; of

(c) op las of op versoek van die werkgewer van die werk afwesig is; of

(d) weens siekte van die werk afwesig is,

moet vir die toepassing van subklousules (1) en (3) as „diens” geag word; met dien verstande dat—

(i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid as gevolg van siekte van meer as drie agtereenvolgende dae, as die werknemer versuim om op versoek van die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê dat hy deur siekte verhinder is om sy werk te doen, of ten opsigte van dié gedeelte van 'n totale tydperk van afwesigheid as gevolg van siekte gedurende 12 maande diens, wat meer as 30 dae is;

(ii) any employee whose employer is by any law required to provide for the care and treatment of employees while sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in subparagraph (i); and

(iii) the provisions of paragraph (b) shall not apply in respect of a period in excess of four months during any period of 12 calendar months.

(5) Any amount paid to an employee in terms of subclause (2) or subclause (3) of this clause shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be; provided that the rate of remuneration of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months of such employment or, whichever is the lesser, the number of weeks actually worked on incentive bonus work.

(6) For the purpose of calculating leave due under this clause employment shall be deemed to commence from the date upon which an employee enters an employer's service or from the date on which he last became entitled to annual leave, whichever date is the later.

(7) (a) An employee who has been in continuous employment with one establishment on qualifying for his tenth period of annual leave as provided for in terms of subclause (1) of this clause, and each year thereafter whilst in the employ of the same establishment irrespective of whether the said establishment has changed ownership since the employee concerned was first employed shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

(i) the paid holiday referred to in subclause (1) of this clause may be extended by an extra week; or

(ii) the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.

(b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) of this subclause and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the paid holiday provided for in subclause (1) of this clause, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for a paid holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(c) Whenever the employment of an employee terminates who has become entitled to but has not yet received the equivalent value of the additional paid leave, provided for in this subclause, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

6. SICKNESS COMPENSATION

(1) Whenever an employee is absent from work through sickness or injury, his employer shall, subject to the provisions of this clause grant to him sick leave calculated as follows:—

(a) In respect of any periods of incapacity not exceeding two full shifts—sick leave without pay.

(b) In respect of any periods of continuous incapacity exceeding two full shifts—

(i) in the case of an employee who works a five-day week, a total of up to eight working shifts only in the aggregate during any period of 12 consecutive months' service; and

(ii) in the case of an employee who works a six-day week, a total of up to 10 working shifts only in the aggregate during any period of 12 consecutive months' service;

sick leave at one-half of a normal shift's pay, exclusive of overtime, calculated on the employee's hourly rate of pay in respect of each full shift of such absence;

(c) In respect of any periods of continuous or subsequent incapacity which may, in the course of a period of 12 consecutive months, exceed the period stipulated in subclause (1) (b) (i) and

(ii) as die werkgever by wet verplig is om te sorg vir die versorging en behandeling van sy werknemers terwyl hulle siek of beseer is, daar nie van dié werknemers vereis kan word om 'n doktersertifikaat in te dien ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem nie; en

(iii) die bepalings van paragraaf (b) geld nie ten opsigte van 'n langer tydperk as vier maande gedurende 'n tydperk van 12 kalendermaande nie.

(5) Enige bedrag wat aan 'n werknemer ingevolge subklousules (2) of (3) van dié klousule betaal word, moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens geëindig het, na gelang van die geval; met dien verstande dat die besoldiging van werknemers wat aansporingsbonuswerk verrig, bereken moet word op die gemiddelde weeklikse verdienste uitgesonderd oortyd oor die laaste drie maande van sodanige diens of, wat ook al die kleinste getal mag wees, die getal weke wat hy werklik aansporingsbonuswerk verrig het.

(6) Vir die berekening van verlof wat ingevolge hierdie klousule verskuldig is, moet die aanvang van diens beskou word as die datum waarop die werknemer by sy werkgever in diens tree of die datum waarop hy laas op jaarlikse verlof geregtig geword het, nl. die jongste datum.

(7) (a) 'n Werknemer wat ononderbroke in die diens van een bedryfsinrigting was en wat vir sy 10de tydperk jaarlikse verlof ooreenkomstig subklousule (1) van hierdie klousule kwalifiseer, is by sodanige kwalifisering en elke jaar daarna terwyl hy in die diens van dieselfde bedryfsinrigting bly—afgesien daarvan of genoemde bedryfsinrigting van eienaar verander het sedert die betrokke werknemer vir die eerste maal in diens geneem is—geregtig op 'n ekstra week verlof met betaling, wat deur die werkgever verleen moet word soos dit hom pas, of op die ekwivalente waarde daarvan; met dien verstande dat, by wyse van onderlinge ooreenkoms tussen die werkgever en die werknemer—

(i) die verlof met betaling wat in subklousule (1) van hierdie klousule bedoel word, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof van die kwalifiseerjaar af uitgestel en deur die werknemer opgehoop kan word totdat hy vir drie sodanige ekstra weke verlof met besoldiging kwalifiseer.

(b) Wanneer die werkgever en die werknemer tot die ooreenkoms geraak soos in paragraaf (a) (ii) van hierdie subklousule bepaal en die werknemer vir drie sodanige ekstra weke verlof met besoldiging (hieronder die „opgehoopte verlof” genoem) gekwalifiseer het, moet die werknemer die opgehoopte verlof neem en moet die werkgever dit verleen wanneer die werknemer die verlof met besoldiging soos in subklousule (1) van hierdie klousule bedoel, verleen word en hy dit neem tensy, soos wel mag gebeur, die werkgever en die werknemer ooreenkom dat die opgehoopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgehoopte verlof te neem in die tydperk voor sy eersvolgende kwalifisering vir verlof met besoldiging, en as die werknemer versuim om die opgehoopte verlof binne sodanige tydperk te neem, vervel sy reg daarop.

(c) By die beëindiging van die diens van 'n werknemer wat op die addisionele verlof met besoldiging geregtig geword het maar nog nie die ekwivalente waarde daarvan soos in hierdie subklousule bepaal, ontvang het nie, moet hy, wanneer sy diens aldus beëindig word, vir dié ekstra verlof met besoldiging betaal word waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

6. SIEKTEBYSTAND

(1) Wanneer 'n werknemer weens siekte of 'n besering van sy werk afwesig is, moet sy werkgever, behoudens die bepalings van hierdie klousule, hom siekteverlof verleen wat soos volg bereken moet word:—

(a) Ten opsigte van tydperke van werkonvermoë van hoogstens twee volle skofte—siekteverlof sonder besoldiging.

(b) Ten opsigte van tydperke van ononderbroke werkonvermoë wat langer as twee volle skofte duur—

(i) In die geval van 'n werknemer wat vyf dae per week werk, 'n totaal van hoogstens slegs agt werkskofte altesaam gedurende enige tydperk van 12 agtereenvolgende maande diens; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, 'n totaal van hoogstens slegs 10 werkskofte altesaam gedurende enige tydperk van 12 agtereenvolgende maande diens;

siekteverlof teen die helfte van die besoldiging vir 'n gewone skof, oortyd uitgesonderd, bereken volgens die werknemer se uurloon, ten opsigte van elke volle skof wat hy aldus afwesig is.

(c) Ten opsigte van tydperke van ononderbroke of latere werkonvermoë wat, in die loop van 'n tydperk van 12 agtereenvolgende maande, langer is as die tydperk bepaal in subklousule

(ii) hereof, sick leave at one-third of a normal shift's pay, exclusive of overtime calculated on the employee's hourly rate of pay, in respect of each full shift of the balance of such absence.

(2) Subject to the provisions of subclauses (3) and (5) hereof, every employee shall accrue credits for purposes of sickness compensation at the rate of $2\frac{1}{2}$ shifts for every 22 shifts worked in the case of an employee who works a five-day week and 26 shifts in the case of an employee who works a six-day week; provided that no employee shall at any time be entitled to accrue credits for compensation in excess of 65 shifts in the case of an employee who works a five-day week and 78 shifts in the case of an employee who works a six-day week.

(3) Credits accrued in respect of continuous employment with the current employer only shall count for sickness compensation.

(4) Where the employment of an employee is terminated during his absence due to sickness or accident qualifying for sickness compensation in terms of this clause the employer shall continue to pay such compensation until the credits which have accrued to such employee have been exhausted subject to the production of such medical certificate as prescribed in this clause of this Agreement.

(5) Whenever an employee receives sickness compensation in terms of this clause the total number of credits accrued by the employee concerned shall be reduced by the total number of shifts for which compensation has been paid, until the total credits accrued to the employee have been exhausted.

(6) Where an employee is provided by his employer with board and/or lodging during sickness, the sickness compensation payable in terms of this clause may be reduced at the rate of R1.10 per week where board only is provided or 40 cents per week where lodging only is provided or R1.50 per week where board and lodging is provided.

(7) Where an employer is by any law required to pay fees for hospital and/or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of sickness compensation in terms of this clause.

(8) No employee shall be entitled to receive sickness compensation—

(i) in respect of the first two shifts of any period of absence;

(ii) in respect of absences from work which are compensable under the Workmen's Compensation Act, 1941;

(iii) in respect of any period during which he is receiving an illness allowance under the Unemployment Insurance Act, 1946;

(iv) in respect of sickness or injury attributed to misconduct or excessive indulgence in intoxicating liquor or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots;

(v) in respect of paid public holidays as specified in this Agreement, or in respect of any portion of the paid holiday referred to in clause 5 of this part of this Agreement;

(vi) in any one cycle of 12 months employment with the same employer in excess of the maximum number of credits he is permitted to accrue in terms of subclause (2) of this clause;

(vii) in respect of sickness or injury contracted or sustained during any period of absence from work such as referred to in subclause (11) of this clause.

(9) Payment of the sickness compensation may be made to the employee concerned periodically during his absence but shall not be later than the first pay-day after his return to duty; provided that, and as a condition precedent to the payment by him of any sickness compensation in terms of this clause, an employer may require any such employee, who has qualified for sickness compensation in terms of this clause, to obtain and produce to the employer as proof of cause of absence a medical certificate from a medical practitioner in respect of periods of absence covering four consecutive days or more.

(10) For the purposes of this clause absences during paid public holidays, and the paid holiday shall count as "shifts worked".

(11) Absence from work with the permission of the employer for any one period of up to six months in any one cycle of 12 months employment with the same employer shall not be regarded as a break in an employee's continuous employment, provided that during such absence the employee concerned does not work for another employer.

(1) (b) (i) en (ii) hiervan, siekteverlof teen 'n derde van die besoldiging vir 'n gewone skof, oortyd uitgesonderd, bereken volgens die werknemer se uurloon, ten opsigte van elke volle skof vir die res van sodanige afwesigheid.

(2) Behoudens die bepalinge van subklousules (3) en (5) hiervan, loop daar vir elke werknemer 'n krediet vir die doeleindes van siektebystand op teen twee en 'n half skofte vir elke 22 skofte gewerk in die geval van 'n werknemer wat vyf dae per week werk en 26 skofte in die geval van 'n werknemer wat ses dae per week werk; met dien verstande dat geen werknemer te eniger tyd daarop geregtig is om 'n groter krediet vir bystand as 65 skofte in die geval van 'n werknemer wat vyf dae per week werk en 78 skofte in die geval van 'n werknemer wat ses dae per week werk, te laat ooploop nie.

(3) Krediet opgehoop ten opsigte van ononderbroke diens by die werkgever by wie die werknemer asdan in diens is, tel vir siektebystand.

(4) Waar die diens van 'n werknemer beëindig word gedurende sy afwesigheid weens siekte of 'n ongeluk waarvoor siektebystand ingevolge hierdie klousule betaalbaar is, moet die werkgever aanhou om sodanige bystand te betaal totdat die krediet wat vir sodanige werknemer opgehoop het, uitgeput is, mits dié mediese sertifikaat ingedien word wat in hierdie klousule van hierdie Ooreenkoms voorgeskrif word.

(5) Wanneer 'n werknemer siektebystand ooreenkomstig hierdie klousule ontvang, word die totale krediet wat vir die betrokke werknemer opgehoop het, met die totale getal skofte waarvoor die bystand betaal is, verminder totdat die totale krediet wat vir die werknemer opgehoop het, uitgeput is.

(6) Waar die werkgever sy werknemer van etes en/of huisvesting voorsien gedurende sy siekte, kan die siektebystand wat ingevolge hierdie klousule betaalbaar is, verminder word teen R1.10 per week as slegs etes verskaf word of teen 40 sent per week as slegs huisvesting verskaf word of teen R1.50 per week as etes en huisvesting verskaf word.

(7) Waar daar by wet van 'n werkgever vereis word om gelde vir die hospitaal- en/of mediese behandeling van 'n werknemer te betaal en hy sodanige gelde wel betaal, kan die bedrag aldus betaal, in mindering gebring word teen die betaling van siektebystand ingevolge hierdie klousule.

(8) Geen werknemer is daarop geregtig om siektebystand te ontvang nie—

(i) ten opsigte van die eerste twee skofte van enige tydperk van afwesigheid;

(ii) ten opsigte van afwesigheid wat ingevolge die Ongevallewet, 1941, vergoedbaar is;

(iii) ten opsigte van enige tydperk wat hy 'n sieketoelae ingevolge die Werkloosheidsversekeringswet, 1946, ontvang;

(iv) ten opsigte van siekte of 'n besering wat te wyte is aan wangedrag of buitensporige gebruik van bedwelmende drank of verdovingsmiddels of aan beserings opgedoen as gevolg van enige vorm van burgerlike onluste of betrokkenheid by openbare oproer;

(v) ten opsigte van openbare vakansiedae soos in hierdie Ooreenkoms bepaal of ten opsigte van enige gedeelte van die verlof met besoldiging wat in klousule 5 van hierdie deel van die Ooreenkoms bedoel word;

(vi) wat in enige kringloop van 12 maande diens by dieselfde werkgever meer beloop as die krediet wat hy toegelaat word om ooreenkomstig subklousule (2) van hierdie klousule te laat ooploop;

(vii) ten opsigte van siekte of 'n besering opgedoen gedurende enige tydperk van afwesigheid soos in subklousule (11) van hierdie klousule bedoel.

(9) Die siektebystand kan periodiek aan die betrokke werknemer gedurende sy afwesigheid betaal word, maar dit mag nie later as die eerste betaaldag na sy terugkeer tot die diens betaal word nie; met dien verstande dat 'n werkgever as 'n opskortende voorwaarde vir die betaling, deur hom, van enige siektebystand ooreenkomstig hierdie klousule, kan vereis dat sodanige werknemer wat kragtens hierdie klousule vir siektebystand gekwalifiseer het, 'n mediese sertifikaat van 'n mediese praktisyn moet verkry en indien as bewys van die oorsaak van sy afwesigheid ten opsigte van die tydperke van afwesigheid oor vier of meer agtereenvolgende dae.

(10) By die toepassing van hierdie klousule tel afwesigheid op openbare vakansiedae en ook verlof met besoldiging as „skofte gewerk”.

(11) Afwesigheid met die toestemming van die werkgever vir 'n bepaalde tydperk van hoogstens ses maande in een kringloop van 12 maande diens by dieselfde werkgever, word nie geag 'n onderbreking van 'n werknemer se aanenlopende diens te wees nie mits die betrokke werknemer nie gedurende sodanige afwesigheid vir 'n ander werkgever werk nie.

7. CERTIFICATE OF SERVICE

Every employer shall provide each employee on the termination of his employment with a certificate of service in such form as may be prescribed by the Council from time to time.

Signed at Cape Town, for and on behalf of the Parties this sixth day of June, 1968.

H. LERNER,
Duly Authorised Representative.

A. BUTLER,
Vice-Chairman.

W. R. PENGELLY,
Secretary.

ANNEXURE A

To be submitted at the end of each month to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

Name of firm _____
Address _____ (office)

Return for the month of _____ 19_____
(workshop).

Benefit Fund Number	Engagements and discharges		Date engaged	Date left
	Name of employee	Occupation		

EMPLOYEES LIABLE FOR LEVIES

Number of apprentices not liable for levies.

No. as per last return.....
Add: engagements.....

Less: discharges.....

No. at date of this return.....

LEVIES PAYABLE

Number of employees	Weeks employed	Class	Employee's contribution	Employer's contribution	Total
		I Deduction— 10c per week..	R	R	R
		II Deduction— 7½c per week..			
		III Deduction— 5c per week...			
		IV Deduction— 3c per week...			
		V Deduction— 2c per week...			
		VI Deduction— 1c per week...			

Cheque herewith..... R

Full lists of employees are required on the first submission of this form only.

Subsequent lists merely to indicate engagements and discharges. If sufficient space is not provided on this form, please submit supplementary typed lists.

Firms are required to submit this information monthly, in terms of clause 29 of Part I of the Agreement.

7. DIENSSERTIFIKAAT

Elke werkgever moet elke werknemer by die beëindiging van sy diens voorsien van 'n dienssertifikaat in dié vorm wat die Raad van tyd tot tyd mag voorskryf.

Vir en namens die partye op hede die sesde dag van Junie 1968 te Kaapstad onderteken.

H. LERNER,
Behoorlik Gemagtigde Verteenwoordiger.

A. BUTLER,
Ondervoorsitter.

W. R. PENGELLY,
Sekretaris.

AANHANGSEL A.

Moet aan die einde van elke maand aan die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gestuur word.

Naam van firma _____
Adres _____ (kantoor)

Opgawe vir die maand _____ 19_____
(werkswinkel).

Bystands-fondsnummer	In diens geneem en ontslaan		Datum van indiens-neming	Datum van uitdiens-treding
	Naam van werknemer	Beroep		

WERKNEMERS WAT HEFFINGS MOET BETAAL

Getal vakleerlinge wat nie heffings moet betaal nie.

Getal in vorige opgawe.....
Plus: Indiensnemings.....

Min: Persone ontslaan.....

Getal op datum van hierdie opgawe....

HEFFINGS BETAALBAAR

Getal werknemers	Weke in diens	Klas	Werk-nemers-bydraes	Werk-gewers-bydraes	Totaal
		I. Korting— 10c per week.....	R	R	R
		II Korting— 7½c per week....			
		III Korting— 5c per week.....			
		IV Korting— 3c per week.....			
		V Korting— 2c per week.....			
		VI Korting— 1c per week....			

Tjek hierby..... R

Volledige lyste van werknemers moet slegs by die eerste indiening van hierdie vorm opgestuur word.

Daaropvolgende lyste moet net in diensnemings en persone ontslaan te vermeld.

As daar nie voldoende ruimte op hierdie vorm is nie, stuur dan asseblief aanvullende getikte lyste.

Firmas moet hierdie inligting maandeliks ingevolge klousule 29 van Deel I van die Ooreenkoms verstrek.

ANNEXURE B

DIVISION 1

Electrical installations, maintenance, repair and/or servicing work.

Rate A (n.e.s.)	Rate per hour Cents
Armature winding.....	96
*Electrical communications technician's work.....	
Electrical fitting.....	
Erecting overhead power lines (supervisory work in the field).....	
Installing electrical generation, distribution and motive power equipment including cable jointing.....	
Telephone electrician's work.....	R1.00
X-ray and electro medical mechanic's work.....	

*Note.—In respect of electrical communications technician's work, the provisions of this Agreement relating to overtime, shift work and work on public holidays shall not apply to work on totalisators.

Rate AA	Rate per hour Cents
*Intercommunication telephone installing (excluding electronic equipment)—	
*First six months of experience.....	81
Second six months of experience.....	84
Third six months of experience.....	87
Thereafter.....	96
*Machinist's work (n.e.s.) viz. shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools including vertical turret machine, but excluding centre lathes (with or without copying and/or profiling attachments), boring mills (vertical and horizontal type with or without copying and/or profiling attachments), die-sinking machines and universal machining (excluding repair work).....	After six months continuous service with the same employer: R1.00
*Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like.....	
Toolsetting on fully-automatic and semi-automatic machines.....	
For purposes of the above "fully-automatic machine" is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical arm fed) and the manual operations are limited to setting the machine in motion and stopping and feeding a new bar into the machine or loading the magazine as the case may be.....	
"Semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.....	
High potential testing when performed by persons normally engaged in operative processes....	
Calibrating and/or adjusting electrical measuring devices.....	
All operations (n.e.s.) in the building up of transformers other than yoke above 45 MVA including wiring to pre-determined points on or attached to the transformer (excluding fitting adjustments).....	
Preparing and/or erecting overhead power lines in field or on site (Linesmen).....	
First six months of experience.....	84
Second six months of experience.....	87
Thereafter.....	96

After six months continuous service with the same employer: R1.00

AANHANGSEL B

AFDELING 1

Elektriese installasies, onderhoud, herstelwerk en/of diensing.

Tarief A (n.e.v.)	Uurloon Sent
Ankerwikkeling.....	96
*Elektriese kommunikasiewerk (tegnies).....	
Elektriese toebehorens aanbring.....	
Kragluglyne aanbring (opsigterswerk te velde).....	
Uitrusting met inbegrip van kabellasterwerk, installeer vir opwekking van elektrisiteit, verspreiding en dryfkrag.....	
Telefoonelektrisiën se werk.....	R1.00
Werktuigkundige by X-straal- en elektromediese werk.....	

Na 6 maande ononderbroke diens by dieselfde werkge-
wer—
R1.00

*OPMERKING.—In verband met tegnisiënswerk by elektriese kommunikasies is die bepaling van hierdie Ooreenkoms betreffende oortyd, skofwerk en werk op openbare vakansiedae nie van toepassing op werk aan totalisators nie.

Tarief AA	Uurloon Sent
*Installering van intertelefone (elektroniese uitrusting uitgeslote)—	
*Eerste ses maande ervaring.....	81
Tweede ses maande ervaring.....	84
Derde ses maande ervaring.....	87
Daarna.....	96
*Masjiniwerk (n.e.v.) nl. fatsoeneerwerk, gleufwerk, skaafwerk, freeswerk (uitgesonderd universele freeswerk), slypwerk (uitgesonderd universele slypwerk) en die bediening van ratsny- en draaimasjiengereedskap, met inbegrip van vertikale toringmasjiene, maar uitgesonderd senterdraaibanke (met of sonder kopieer- en/of profieltoebehorens), boormasjiene (vertikale en horisontale tipe, met of sonder kopieer- en/of profieltoebehorens), stempelsnymasjiene en universele masjiene (uitgesonderd herstelwerk).....	Na ses maande ononderbroke diens by dieselfde werkge- wer R1.00
*Werknemers wat masjiniwerk verrig, moet toegelaat word om hul eie werk op te stel, hul eie gereedskap te slyp en te set en om volgens en met presisiemeetinstrumente, met inbegrip van meetstokke, meetpassers, ens., te werk.....	
Gereedskapstelwerk op volle outomatiese en half-outomatiese masjiene.....	
Vir die toepassing van bogenoemde, beteken „volle outomatiese masjiene" 'n masjiene wat met 'n staaf gevoer word of 'n masjiene wat uitgerus is met 'n outomatiese kloukoptoestel (d.w.s. magasyn en/of tafel en/of meganiese armtoevoer) en is die handwerksaamhede beperk tot die aansit en stopsit van die masjiene en die invoer van 'n nuwe staaf in die masjiene of die laai van die magasyn, na gelang van die geval..	
„Halfoutomatiese masjiene" is 'n masjiene waarop dit nie nodig is om die werk met die hand te sentraliseer of haaks te maak nie en waar die handwerksaamhede beperk is tot die laai van die stuk werk in die kloukop of houtoestel van die masjiene, die aansit van die masjiene, die aanskuif of terugtrek van gereedskap voor en nadat die krag oorneem, en die stopsit en ontlaaing van die masjiene.....	
Hoëpotensiaaltoetswerk wanneer verrig deur persone wat gewoonlik operateursprosesse verrig.....	
Kalibrering en/of stel van elektriese meettoestelle Alle werksaamhede (n.e.v.) in die bou van transformators, uitgesonderd juk meer as 45 MVA, met inbegrip van bedrading na vooraf bepaalde punte op of aangebring aan die transformator (uitgesonderd verstellings).....	
Opstelling en/of oprigting van bogronde kraglyne in die veld of op die terrein (lynwerkers).....	
Eerste ses maande ondervinding.....	84
Tweede ses maande ondervinding.....	87
Daarna.....	96

Na ses maande ononderbroke diens by dieselfde werkge-
wer, R1.00

Rate B

**Rate per hour
Cents**

Cold sawing where the sawyer marks direct from cutting list (structural metal work).....
Wire drawing including supervisory work and setting up on wire drawing machine (n.e.s.)...
All operations (n.e.s.) in the building up of transformers other than yoke, above 5 MVA and up to 45 MVA including wiring to pre-determined points on or attached to the transformer (excluding fitting adjustments).....
Drilling machine work (n.e.s.).....

87

Rate C

**Rate per hour
Cents**

Operating multi-head oxy-acetylene cutting machines and/or profiling and/or flame planing and/or bevel cutting machines (including setting up).....
Repetitive full-time production balancing where the weight of the article being balanced exceeds 1,000 lbs.....
Setting of trips and/or stops on coil forming machines.....
Repetition roller bending (n.e.s.).....
All operations (n.e.s.) in the building up of transformers, other than yoke above 300 kVA and up to 5 MVA including wiring to pre-determined points on or attached to the transformer (excluding fitting adjustments).....
Final machining of slip rings on completed rotors (by means of special purpose machine).....
Winding disc windings with parallel strip conductors.....
Winding LV double layer sling windings with parallel strip.....

—

Rate D

**Rate per hour
Cents**

Arc and/or gas cutting.....
All operations in the building up (excluding sub-assembly, motor fielding and fitting) of motors and generators having a rotating core diameter exceeding 19.75 inches.....
Hand welding by mechanically fed electrodes..
Hot and/or cold bending and/or forming to jigs and/or stops in power-driven press brake and/or stops in power-driven press brakes and/or folding machine (n.e.s.).....
Riveting and/or caulking (n.e.s.).....
Changing of self-locating dies on die-casting machines.....
Changing of self-locating dies on manually-operated presses.....
Changing of self-locating mandrels and/or formers on coil-winding machines.....
Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up but including the use of fixed gauges)....
Operating single-head oxy-acetylene profiling machine and/or straight line cutting machine
Operating power saw and/or cropping machine (n.e.s.) including marking off with tape and/or rule only and setting of stops.....
Preliminary tack welding for positioning of jobs prior to welding or riveting or bolting up (runs of not more than one inch in length).....
*Repetition welding and/or brazing in jigs.....
*Repetition welding and/or brazing in jigs means that the jig must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the jig, and thereafter the same employee must complete the weld on the article when it is removed from the jig.....
Setting of stops on guillotine for cutting insulation only.....
Setting of stops on manually operated guillotine
Setting of stops on tube and/or pipe bending machine.....

81

Loon B

**Uurloon
Sent**

Kouesaagwerk waar die saer regstreeks van die saaglys af afmerk (boumetaalwerk).....
Draadtrekwerk, met inbegrip van toesighouerswerk en opstelling van werk in trekmasjiene (n.e.v.).....
Alle werksaamhede (n.e.v.) in die bou van transformators, uitgesonderd juk, meer as 5 MVA en tot 45 MVA, met inbegrip van bedrading volgens voorafgestelde punte op of geheg aan die transformator (uitgesonderd verstellings)..
Boormasjiene (n.e.v.).....

87

Loon C

**Uurloon
Sent**

Bediening van veelkoppige oksiasetileensnymasjiene en/of profiel- en/of vlamskaaf- en/of afskuinsingsmasjiene (met inbegrip van opstelling).....
Herhalende voltydse produksiebalansering waar die gewig van die artikel wat gebalanseer word meer as 1,000 lb is.....
Opstelling van uitklinkers en/of stoppe op klosmasjiene.....
Herhalende rolbuigwerk (n.e.v.).....
Alle werksaamhede (n.e.v.) in die bou van transformators uitgesonderd juk meer as 300 kVA en tot 5 MVA, met inbegrip van bedrading na voorafgestelde punte aan of geheg aan die transformator (uitgesonderd stelwerk).....
Finale masjinerie van sleepinge op voltooide rotors (d.m.v. masjiene spesiaal vir die doel gemaak).....
Wikkling van skyfwikkelings met parallelstrookgeleiers.....
Wikkling van LV-dubbellaagslengerwikkling met parallelstrook.....

—

Loon D

**Uurloon
Sent**

Boog- en/of gassnywerk.....
Alle werksaamhede in die bou (uitgesonderd sub-samestel, motorveldwerk en aanbringwerk) van motore en generators met 'n draaikerdeursnee van meer as 19.75 duim.....
Handswaiswerk met meganiese aangevoerde elektrodes.....
Warm- en/of kouebuigwerk en/of fatsoenering volgens setmate en/of stoppe in kragangedrewe drukrem- en/of voumasjiene (n.e.v.).....
Klink- en/of kalfaterwerk (n.e.v.).....
Verandering van selflokalisierende stempels op stempelgietsmasjiene.....
Verandering van selflokalisierende stempels op handaangedrewe perse.....
Verandering van selflokalisierende drebels en/of vormers op kloswikklingmasjiene.....
Herhalende masjiene d.n.v. hegstukke en/of setmate en/of stoppe waar die werksiklus met die hand aangedryf word (uitgesonderd opstelling maar insluitende die gebruik van vaste mate).....
Bediening van enkelkopoksiasetileenprofielmasjiene en/of reguitlynsnymasjiene.....
Bediening van kragsaag en/of knipmasjiene (n.e.v.) met inbegrip van afmerk met maat en/of meetstok alleenlik, en opstelling van stoppe.....
Voorlopige hegsweiswerk om werkstukke in posisie te plaas voor sweis- of klinknael- of boutwerk (strekke van hoogstens een duim lank).....
*Herhalende sweis- en/of soldeersweiswerk in setmate.....
*Herhalende sweis- en/of soldeersweiswerk in setmate beteken dat die setmaat op so 'n manier gemaak moet wees dat dit die werknemer in staat stel om die maksimum hoeveelheid sweis- en/of sweissoldeerwerk aan die artikel in die setmaat te verrig, en daarna moet dieselfde werknemer die sweiswerk aan die artikel voltooi wanneer dit uit die setmaat verwyder word.....
Opstelling van stoppe op valmes vir isolasiesnywerk alleenlik.....
Opstelling van stoppe op handaangedrewe valmesse.....
Opstelling van stoppe op buis- en/of pypbuigmasjiene.....

81

	Rate per hour Cents
Commutator undercutting (n.e.s.).....	
Field coil winding using bare strip.....	
Routine mechanical coupling up with standard equipment of machines up to and including 350 h.p. on test beds (n.e.s.).....	
Assembling (n.e.s.) where no fitting adjustments are required.....	
All winding operations in repair work using pre-formed coils (excluding connecting up and/or testing) in the rewinding of generators and motors whose horse-power shall not be greater than determined by the expression— R.P.M. H.P. = $\frac{30}{\text{Speed}}$, the horse-power applying at the undermentioned speeds, lower speeds being pro rata— Speed— R.P.M.... 3,000 1,500 1,000 750 Maximum H.P. allowed.. 100 50 33 25	
Cutting and/or cropping and/or shearing and/or punching to jigs and/or length gauges and/or stops and/or templets, excluding oxy-acetylene cutting (n.e.s.).....	
Operating nibbling machine (n.e.s.).....	
Winding of LV coils with parallel strip conductors for transformers above 1,000 kVA and 11 kV.....	81
Disc windings wound with single strip conductors	
*Marking off material (n.e.s.).....	
*"Marking off" means marking off material to given lengths for cutting off purposes only, using only length gauges and/or rule and/or tape measure and marking material.....	
Drilling and/or reaming and/or tapping and/or spotfacing on radial drilling machine to jigs and/or fixtures and/or marks and/or pops (n.e.s.) including sharpening of drills.....	
Brazing of leads and/or located parts.....	
Banding of rotors and/or armatures.....	
Stud welding to dimples.....	
Wrapping of high voltage paper bushings (foiled synthetic bonded) by machine.....	
Repetition full time production balancing where the weight of the article being balanced exceeds 500 lb but does not exceed 1,000 lb.....	
Marking out insulation material for switch gear and/or transformers from drawings and/or schedules under instruction of a Rate A to D employee	
Operating automatic arc and/or gas welding machine (n.e.s.) excluding setting up.....	
Operating turret punching machine to stops and/or templets (n.e.s.) including setting.....	

	Rate per hour Cents
Rate DD	
Repetition full-time production balancing where weight of the article being balanced exceeds 25 lb but does not exceed 500 lb.....	58
First three months of experience.....	52
Thereafter.....	58

*All winding operations in repair work in the re-winding of generators and motors whose horse-power shall not be greater than determined by the expression—

R.P.M.	
H.P. = $\frac{100}{\text{Speed}}$, the horse-power applying at the undermentioned speeds being pro rata—	
Speed—	
R.P.M.... 3,000 1,500 1,000 750	58
Maximum	
H.P. allowed.. 30 15 10 7.5	

*Ratio.—Employees may only be employed on the operations set out in Rates D and DD on this Schedule where the ratio of employees in the establishment is not less than four Armature Winders at Rate A to one employee employed

	Uurloon Sent
Kommutator insnywerk (n.e.v.).....	
Veldkloswikkeling met gebruik van kaal strook..	
Meganiese roetine koppeling met standaarduitrusting van masjiene tot en met 350 pk op toetsbeddens (n.e.v.).....	
Montering (n.e.v.) waar geen verstelling van toebehorens nodig is nie.....	
Alle wikkelwerksaamhede in herstelwerk met gebruikmaking van vooraf gevormde klosse (uitgesonderd aansluitings en/of toetswerk) in die herwikkeling van generators en motore met 'n perdekrag wat nie hoër is nie as dié bepaal volgens die formule R.P.M. pk = $\frac{30}{\text{Speed}}$, met die perdekrag van toepassing op ondergenoemde snelhede (laer snelhede pro rata):— Speed— R.P.M. 3,000 1,500 1,000 750 Maksimum pk toegelaat.... 100 50 33 25	
Sny- en/of knip- en/of skêr- en/of ponswerk volgens setmate en/of lengtemate en/of stoppe en/of patrone, uitgesonderd oksiasetileensnywerk (n.e.v.).....	81
Bediening van plaatsnemasjiene (n.e.v.).....	
Wikkeling van LV-spoel met parallelstrookgeleiers vir transformators sterker as 1,000 kVA en 11 kV.....	
Skryfwikkelings met enkelstrookgeleiers.....	
*Afwerk van materiaal (n.e.v.).....	
*"Afmerk" beteken die afmerk van materiaal volgens gegewe lengtes vir afsnydoeleindes alleenlik en met gebruikmaking van alleenlik lengtemate en/of meetstokke en/of maatlinte en merkmateriaal.....	
Boor- en/of ruim- en/of tap- en/of puntvlakwerk op radiale boormasjiene volgens setmate en/of hegstukke en/of merke en/of kornaele (n.e.v.) met inbegrip van die skerpmaak van bore.....	
Soldeersweiswerk aan inleidrade en/of gelokaliseerde dele.....	
Bankwerk aan rotors en/of ankers.....	
Tapboutsweiswerk volgens duike.....	
Draai van papierisoleerbusse vir hoë spanning (met sintetiese foelie saamgebind) met 'n masjiene.....	
Herhalende voltydse produksiebalansering waar die gewig van die artikel wat gebalanseer word meer as 500 lb maar hoogstens 1,000 is.....	
Afmerk van isolasiemateriaal vir skakeltuig en/of transformators volgens tekenings en/of lyste op instruksie van 'n loon A tot D-werknemer.....	
Bediening van outomatiese boog- en/of gasweismasjiene (n.e.v.), uitgesonderd opstelling.....	
Bediening van toringponsmasjiene volgens stoppe en/of patrone (n.e.v.) met inbegrip van opstelling.....	

	Uurloon Sent
Loon DD	
Herhalende voltydse produksiebalansering waar die gewig van die artikel wat gebalanseer word, meer as 25 lb maar hoogstens 500 lb is.....	58
Eerste drie maande ondervinding.....	52
Daarna.....	58

*Alle wikkelwerksaamhede in herstelwinkel in verband met die herwikkeling van generators en motore waarvan die perdekrag nie groter is nie as dié bepaal deur die formule—

R.P.M.	
pk = $\frac{100}{\text{Speed}}$, met 'n pro rata-perdekrag van toepassing teen ondergenoemde snelhede—	
Snelheid—	
R.P.M.... 3,000 1,500 1,000 750	58
Maksimum pk toegelaat.... 30 15 10 7.5	

*Getalsverhouding—Werknemers kan alleenlik vir die werksaamhede uiteengesit in Lone D en DD van hierdie aanhangsel, in diens geneem word wanneer die getalsverhouding van werknemers in die bedryfsinrigting nie minder nie is nie as vier ankerwikkelaars teen loon A tot een

	Rate per hour Cents
on armature winding operations under Rate D and/or DD; provided that where an establishment is engaged on armature winding solely in respect of machines not greater than 1 h.p., the ratio need not be observed.	
Connecting and/or sweating of leads and/or ends of transformers (n.e.s.).....	
Checking by routine testing of motor and/or transformer coils and/or motor windings....	
Hard soldering of leads and/or connections on wire-wound stators and/or rotors.....	58
Connecting of coil and contact leads to pre-determined points and/or pictorial drawings of meters and/or relays and/or instruments (excluding transformers).....	
Winding of LV coils with parallel or single strip conductors for transformers up to 1,000 kVA and 11 kV.....	
Repetition wiring where the course of the wires is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.....	
After 12 months experience.....	70
Rate DDD	Rate per hour Cents
Soldering and/or sweating by hand (n.e.s.)....	
Field coil winding using covered strip.....	
Routine electrical testing (n.e.s.).....	
Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or transformer leads and/or coils and/or conductors and/or tubes by hand (n.e.s.).....	
Operating engraving machine including the changing of type but excluding setting of tools	
Scaling of meters and/or electrical measuring instruments to pre-printed schedules.....	43
Marking of meter and/or instrument dials using stencils.....	
Winding of HV and LV coils with round and/or strip conductors.....	
Repetition wiring to specimens prepared by a Rate A employee and/or pictorial drawings...	
Repetition batch checking of parts and/or components and/or sub-assemblies by means of comparators and/or samples (n.e.s.).....	
Rate E	Rate per hour Cents
Repetition testing of meters and/or relays and/or electrical measuring instruments excluding adjustments.....	
Repetition operation of and/or attending machines adapted for semi-automatic operations (including programme controlled copying lathes) where the work cycle is power-driven and the end point is controlled by automatically operating stops, so that manual operations are limited to loading, setting the machine in motion advancing or retracting the tools before and after the power-driven cycle takes over, stopping the machine and unloading (excluding setting up).....	38
Cutting of rotor keyways and trueing of holes in rotors and/or fans and/or brush holders on a broaching machine using fixed broaches where the machine is set up and where the operations are limited to loading, operating and unloading excluding setting up.....	
Connecting of meters, relays and instruments to pictorial drawings and/or pre-determined points, for testing.....	
Rough grinding to marks.....	
Rate F	Rate per hour Cents
Repetition operation of a facing and centreing machine where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, stopping and unloading the machine (excluding setting up).....	37

	Uurloon Sent
werknemer wat ankerwikkelingswerkzaamhede verrig teen loon D en/of DD; met dien verstande dat waar 'n bedryfsinrigting alleenlik ten opsigte van masjiene van hoogstens 1 pk ankerwikkelingswerk verrig, die getalsverhouding nie in ag geneem hoef te word nie	
Aansluiting en/of aansweting van inleidrade en/of eindpunte van transformators (n.e.v.).....	
Nagaan by wyse van roetinetootse van motor- en/of transformatorspoele en/of motorwikkelings	
Harde soldeerwerk aan inleidrade en/of verbindinge aan draadomwikkelde stators en/of rotors	58
Aansluiting van spoel- en kontakdrade aan vooraf bepaalde punte en/of prenttekenings van meters en/of relés en/of instrumente (uitgesonderd transformators).....	
Wikkeling van LV-spoele met parallel- of enkelstrookgeleiers vir transformators van hoogstens 1,000 kVA en 11 kV.....	
Herhalende bedrading waar die loop van die drade gemerk is deur klampe en/of lyne en/of saels en/of hegstukke en waar geen bedradingsdiagram gebruik word nie.....	
Na 12 maande ondervinding.....	70
Loon DDD	Uurloon Sent
Soldeer en/of aansweetwerk met die hand (n.e.v.)	
Veldspoelwikkeling met gebruikmaking van bedekte stroke.....	
Elektriese roetinetootswerk (n.e.v.).....	
Omwikkeling en/of toedraai van stator- en/of rotor- en/of ankerspoele en/of veldspoele en/of transformatordrade en/of spoele en/of geleiers en/of buise met die hand (n.e.v.).....	
Bediening van grafeermasjiene, met inbegrip van verandering van die letters maar met uitsondering van die opstel van gereedskap.....	
Afmerk van skale op meters en/of elektriese meetinstrumente volgens vooraf gedrukte lysste.....	43
Merk van meter- en/of instrumentwyserplate met behulp van sjablone.....	
Wikkeling van HV- en LV-spoele met ronde en/of strookgeleiers.....	
Herhalende bedrading volgens voorbeelde opgestel deur 'n Loon A-werknemer en/of prenttekenings.....	
Herhalende nagaan van lotte bestaande uit onderdele en/of samestellende dele en/of subassemblé d.m.v. komparators en/of monsters (n.e.v.).....	
Loon E	Uurloon Sent
Herhalende toetswerk aan meters en/of relés en/of elektriese meetinstrumente, uitgesonderd verstellings.....	
Herhalende bediening en/of oppas van masjiene aangepas vir halfoutomatiese werksaamhede (met inbegrip van programbeheerde kopieer-draaibanke) waar die werk met krag aangedryf word en die eindpunt beheer word deur outomatiese werkstoppe sodat die handwerksaamhede beperk is tot die laai en aansit van die masjiene, die aanstoot of terugtrek van die gereedskap voor en na oorname deur die krag-aandrywing, die stopsetting van die masjiene en die ontlaaing daarvan (uitgesonderd opstelling)	38
Sny van rotorspygleuwe en die haaksmaak van gate in rotors en/of waaiers en/of borselhousers op 'n profielruimmasjiene deur gebruik te maak van vaste profielruimers waar die masjiene opgestel is en die werksaamhede beperk is tot die laai, bediening en ontlaaing daarvan, uitgesonderd opstelling.....	
Aansluiting van meters, relés en instrumente volgens prenttekenings en/of vooraf bepaalde punte vir toetswerk.....	
Ruslypwerk volgens merke.....	38
Loon F	Uurloon Sent
Herhalende bediening van 'n vlakbank- en sentreermasjiene waar die handwerksaamhede beperk is tot die laai van die werkstuk in die kloukop of houtoestel van die masjiene, die aansit, stopsit en ontlaaing van die masjiene (uitgesonderd opstelling).....	37

	Rate per hour Cents
Repetition full-time production balancing where the weight of the article being balanced does not exceed 25 lb.....	
Repetition drilling using jigs on radial drilling machine with drills not exceeding 1 inch in diameter excluding setting up.....	
Repetition batch checking of parts and/or components and/or sub-assemblies by means of fixed gauges and/or checking fixtures.....	
Operating automatic submerged arc and/or gas shielded wire and/or flux cored wire arc welding machine where the operator is confined to loading, starting, stopping and unloading the machine and the setting up of which is done by a Rate A or AA employee.....	
Repetition electrical checking of LV switches and/or LV circuit breakers and/or LV switchgear and/or electrical accessories up to 100 amps/525 volts where no adjustments are required and rejected articles are returned for re-manufacture.....	
Taping of leads on transformers up to and including 300 kVA.....	
Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up) "Semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.....	37
Repetition operation of or attending machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up).....	
Repetition production machining of bar and/or tube on capstan lathes to stops where the work piece is held by devices not necessitating any centralising or trueing (excluding setting up)—this operation is limited to a machine not exceeding a 2 inch nominal bore diameter.....	

Rate G

Attending fully automatic machines including random checking with fixed gauges.....	
For the purpose of the above, fully automatic machine is a bar fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical-arm fed) and the manual operations are limited to feeding a new bar into the machine or loading the magazine as the case may be, setting the machine in motion and stopping the machine	
All operations in the preparation (excluding fitting adjustments) of motors and generators having a rotating core diameter not exceeding 19.75 inches.....	22
Placing in jigs and/or fixtures self-locating parts, pre-manufactured and taken from stock, where no fitting or adjustment is required or reference to sketches and/or drawings, but including deburring.....	
Attending die-casting machine.....	
Bending to stops of pipes and/or tubes in manually and/or power operated bending machines..	
Binding of coils.....	
Broaching by press of rotor cores and brush holder boxes (excluding setting up).....	
Cold bending and/or forming to jigs and/or dies and/or stops.....	

Rate per hour
Cents

Herhalende voltidse produksiebalansering waar die gewig van die artikel wat gebalanseer word, hoogstens 25 lb is.....	
Herhalende boorwerk deur gebruik te maak van setmate, op radiale boormasjiene met bore van hoogstens een duim in deursnee, uitgesonderd opstelling.....	
Herhalende lotkontrole van onderdele en/of samestellende dele en/of subsamestelle d.m.v. vaste mate en/of kontrolehegstukke.....	
Bediening van outomatiese ondergedompelde boog- en/of gasbeskutte draad- en/of vloei-middelkerndraadboogswaasmasjiene waar die bediener beperk is tot die laai, aansit, stopsit en ontlai van die masjiene en waar die opstelling daarvan deur 'n Loon A- of Loon AA-werknemer gedoen word.....	
Herhalende elektriese nagaanwerk aan LV-skakelaars en/of LV-stroombrekers en/of LV-skakeltuig en/of elektriese toebehorens tot 100 amp/525 volt, waar geen stelwerk nodig is nie en afgekeurde artikels teruggestuur word vir hervervaardiging.....	
Omwikkeling van leidings aan transformators tot en met 300 kVA.....	
Herhalende bediening of versorging van half-outomatiese masjiene waar die werk kragaangedrewe is en die eindpunt beheer word deur stoppe wat outomaties werk (uitgesonderd opstelling).....	37
"Halfoutomatiese masjiene" is 'n masjiene waarop dit nie nodig is om die werk met die hand te sentraliseer of haaks te maak nie en waar die handwerksaamhede beperk is tot die laai van die stuk werk in die kloukop of houtoestel van die masjiene, die aansit van die masjiene, die aanskuif of terugtrekking van gereedskap voor en na oorname deur die krag, en die stopsitting en ontlaaiing van die masjiene.....	
Herhalende bediening of versorging van masjiene wat ontwerp of permanent aangepas is vir 'n enkele gereedskapwerking en waar dit nie nodig is om die werk met die hand te sentraliseer of haaks te maak nie en waar die handwerksaamhede beperk is tot die laai van die stuk werk in die kloukop of houtoestel van die masjiene, die aansit, bediening en/of versorging, stopsitting en ontlaaiing van die masjiene (uitgesonderd opstelling).....	
Herhalende produksie masjienebewerking van staaf en/of rewolwerdraaibanke volgens stoppe en waar die stuk werk gehou word deur toestelle wat dit nie nodig maak om dit te sentraliseer of haaks te maak nie (uitgesonderd opstelling)—hierdie werksaamheid is beperk tot 'n masjiene met 'n nominale boordeursnee van hoogstens twee duim.....	

Uurloon
Sent

Loon G

Versorging van volle outomatiese masjiene met inbegrip van steekproewe met vaste mate.....	
Vir die toepassing van bostaande beteken "volle outomatiese masjiene" 'n staafvoermasjiene of 'n masjiene toegerus met 'n outomatiese kloukop-toestel (d.w.s. magasyn- en/of tafel- en/of meganiese armoetoevoer) en word die handwerksaamhede beperk tot die invoer van 'n nuwe staaf in die masjiene of die laai van die magasyn, na gelang van die geval, die aansit en stopsitting van die masjiene.....	
Alle werksaamhede in die bereiding uitgesonderd stelwerk) van motore en generators met 'n draaikerndeursnee van hoogstens 19.75 duim	22
Plasing in setmate en/of hegstukke van selflokalisierende dele wat vooraf vervaardig en uit voorraad geneem is, waar geen pas of stelwerk of raadpleging van sketse en/of tekenings nodig is nie, maar met inbegrip van afbaarding.....	
Versorging van stempelgietsmasjiene.....	
Die buig van pype en/of buise volgens stoppe in hand- en/of kragaangedrewe buigmasjiene.....	
Die bind van spoel.....	
Profielruimwerk d.m.v. perse aan rotorkerns en borselhouerbusse (uitgesonderd opstelling).....	

Uurloon
Sent

Cold riveting (rivets not exceeding $\frac{3}{8}$ inch diameter).....
 Connecting pre-formed and/or prepared wires to pre-determined points and/or connections (n.e.s.).....
 Cutting and/or cropping and/or shearing and/or slitting to templets and/or stops and/or jigs and/or length gauges ($\frac{3}{8}$ inch plate and thinner) excluding oxy-acetylene cutting but including positioning of motorized stops.....
 Cutting up insulating material to stops and/or templets by guillotine.....
 Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies other than setting of dies, and/or to stops.....
 Hand tapping not exceeding $\frac{3}{8}$ inch diameter (excluding machine shop work).....
 Hot dip coating and/or galvanising (excluding supervisory work).....
 Operating arc spot and/or butt and/or flash and/or projection and/or resistance and/or seam and/or spot welding machine of plate not exceeding $\frac{3}{8}$ inch in thickness.....
 Operating nibbling machine to jigs and/or marks and/or stops and/or templets of plate not exceeding 10 gauge.....
 Operating power saw for repetitive cutting off to stops and/or length gauges other than setting of stops (other than in toolroom).....
 Operating single purpose machine other than machine tools.....
 Pressing winding insulation into moulds including preparatory wrapping.....
 Repetition brazing and/or bronze welding by pre-set automatic machine not involving the use of filler rods.....
 Repetition drilling to dimples and/or jigs and/or fixtures and/or stops (excluding radial drill) including counter-sinking and/or reaming by non-adjustable reamers.....
 Repetition drilling to pops (excluding structural metal work and radial drilling machine).....
 Repetition hot and/or cold blanking and/or piercing by press using guides and/or jigs and/or stops and/or dies.....
 Repetition machine punching to jigs and/or stops including the positioning of self-locating stops and/or gauges.....
 Repetition batch marking to templets.....
 Repetition spinning using formers.....
 Repetition threading and/or tapping by machine (excluding radial drill).....
 Soldering and/or sweating by dipping and/or by machine.....
 Stator and/or rotor and/or armature coil forming by hand using formers or by power-driven machine (excluding setting of trips).....
 Strippings of forgings and/or stampings using dies
 Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or conductors and/or tubes by machine where the machine is pre-set by a Rate AA to D employee (excluding repair work).....
 Winding and/or pulling of stator and/or rotor loops by hand and/or by power-driven machines (excluding setting up).....
 Winding coils with wire on formers and/or spools by machine.....
 Affixing slings (employees exclusively so employed under supervision of Rate A to D employee).....
 Application of anti-corrosive and/or anti-fouling and/or protective coatings (n.e.s.).....

Rate per hour
Cents

22

Koue buigwerk en/of vormwerk volgens setmate en/of stempels en/of stoppe.....
 Koue klinknaelwerk (klinknaels met 'n deursnee van hoogstens $\frac{3}{8}$ duim).....
 Aansluiting van voorafgevormde en/of bereide drade aan voorafbepaalde punte en/of aansluitings (n.e.v.).....
 Sny- en/of knip- en/of skêrwerk en/of gleufwerk volgens patrone en/of stoppe en/of setmate en/of lengtemate (plate van $\frac{1}{8}$ duim en dunner) uitgesonderd snywerk met oksiasetileen maar met inbegrip van die plasing van motorstoppe in posisie.....
 Die opсны van isoleermateriaal volgens stoppe en/of patrone met 'n valmes.....
 Skroef- en/of trap- en/of handperswerk en/of in-keepwerk en/of kragperswerk waar die werk virrig word met voorafgestelde stempels, uitgesonderd opstelling van stempels, en/of volgens stoppe.....
 Moedraadsnywerk met die hand en met 'n deursnee van hoogstens $\frac{3}{8}$ duim (uitgesonderd masjienswinkelwerk).....
 Die aanbring van warmdoppellae en/of galvanisering, uitgesonderd toeshouerswerk.....
 Bediening van boog-, punt- en/of stui- en/of flits- en/of projeksie- en/of weerstands- en/of naat- en/of puntsweismasjiens op plate met 'n dikte van hoogstens $\frac{3}{8}$ duim.....
 Bediening van 'n plaatsnemasjiens volgens setmate en/of merke en/of stoppe en/of patrone op plate met 'n diktemaat van hoogstens 10.....
 Bediening van kragsaag vir herhalende afsnywerk volgens stoppe en/of lengtemate, uitgesonderd die opstelling van stoppe (behalwe in gereedskapkamer).....
 Bediening van enkeldoelmasjiens, uitgesonderd masjiengereedskap.....
 Die pers van wikkelsolase in vorms, met inbegrip van voorbereidende toedraaiwerk.....
 Herhalende sweissoldeerwerk en/of bronsoldeerwerk met voorafgestelde outomatiese masjiens wat nie die gebruik van vulstawe meebing nie...
 Herhalende drillwerk volgens duike en/of setmate en/of hegstukke en/of stoppe (uitgesonderd radiale boorwerk), met inbegrip van versink- en/of ruimwerk met nie-verstelbare ruimers.....
 Herhalende boorwerk volgens kornale (uitgesonderd boumateriaalwerk en radiale boormasjiens).....
 Herhalende warm en/of koue afstempelwerk en/of deursteekwerk met 'n pers en met gebruikmaking van leistikke en/of setmate en/of stoppe en/of stempels.....
 Herhalende masjiensponswerk volgens setmate en/of stoppe, met inbegrip van die blasing van selflokalisierende stoppe en/of mate in posisie
 Herhalende lotmerkwerk volgens patrone.....
 Herhalende tolwerk waarby vorms gebruik word
 Herhalende skroefdraad- en/of moedraadsnywerk met 'n masjiens (uitgesonderd radiale boorwerk)
 Soldeer- en/of aansweetwerk d.m.v. indompeling en/of 'n masjiens.....
 Stator- en/of rotor- en/of ankerspoelvorming met die hand deur gebruikmaking van vorms of d.m.v. kragmasjiens (uitgesonderd opstelling van uitklinders).....
 Afstroping van smeestukke en/of stempelstukke deur snystempels te gebruik.....
 Die draai van band om, en/of die toedraai van stators- en/of rotor- en/of ankerspoele en/of veldspoele en/of geleiers en/of buise met 'n masjiens waar die masjiens vooraf gestel is deur 'n Loon AA-tot D-werknemer (uitgesonderd herstelwerk).....
 Wikkeling en/of trek van stator- en/of rotorlusse met die hand of met 'n kragmasjiens (uitgesonderd opstelling).....
 Wikkeling van spoele met draad op vormers en/of tolle met 'n masjiens.....
 Die aanbring van stroppe (werknemers uitsluitlik aldus werksaam onder toesig van Loon A-tot D-werknemer).....
 Aanwending van korosiewerende en/of aanspakselwerende en/of beskermende lae (n.e.v.)...

Uurloon
Sent

22

	Rate per hour Cents		Uurloon Sent
Cutting of non-metallic gaskets by hand.....		Sny van nie/metaalpakstukke met die hand.....	
Dressing and/or deburring by hand and/or by grinding and/or by portable power tools....		Afwerking en/of afbaarding met die hand en/of d.m.v. slyp- en/of verplaasbare kraggereedskap	
Forming insulations by machine.....		Vorming van isolasies met 'n masjien.....	
Manual straightening of conductors.....		Reguitmaak van geleiers met die hand.....	
Metal buffing and/or polishing.....		Metaal poets- en/of -poleerwerk.....	
Metal cleaning by picking and/or degreasing...		Die skoonmaak van metaal met 'n bytmiddel en/of deur ghriesverwydering.....	
Metal coating by dipping under supervision....		Die aanbring van lae op metaal d.m.v. indompeling onder toesig.....	
Operating wire covering machine.....		Bediening van draadoortrekmassjien.....	
Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templets.....		Bediening van verplaasbare hand- en/of voetstukslypmassjien waar die bediener nie volgens merke en/of mate en/of groottes en/of patrone hoef te slyp nie.....	
Operating screwing machine (excluding setting up).....		Bediening van skroefsnymassjien (uitgesonderd opstelling).....	
Repetition cutting and/or pre-forming sets of wires to jigs and/or fixtures and/or templets and/or length gauges.....		Herhalende snywerk en/of voorafvorming van stelle drade volgens setmate en/of hegstukke en/of patrone en/of lengtemate.....	
Hydraulic testing and/or testing by air (excluding setting up of testing equipment) (excluding preparatory work).....		Hidrouliese toetswerk en/of lugtoetswerk (uitgesonderd opstelling van toetsuitrusting) (uitgesonderd voorbereidende werk).....	
Re-threading with die nuts and/or taps.....		Nasny van skroefdraad met snymoere en/of snytappe.....	
Sand and/or shot and/or hydro and/or grit blasting.....		Sand- en/of hael- en/of water- en/of grintstraling	
Spraying of enamel and/or paint and/or insulating medium and/or anti-corrosive coatings under supervision, other than blending.....		Spuutwerk met emalie en/of verf en/of isoleermateriaal en/of korrosiewerende lae onder toesig, uitgesonderd mengwerk.....	
Yoke preparation.....		Jukbereiding.....	
Bedding brushes to jigs.....		Borsels in setmate inbed.....	
Inserting bars in squirrel-cage rotors.....		Invloeging van stawe in kourotors.....	
Stackings and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges.....		Opstapel en/of die omsit van bande om en/of vasmaak van lamellerings en die plasing van klampe in posisie, met inbegrip van die gebruik van vaste mate.....	
Repetition crimping of terminals and/or stripping wires and/or cables where the conductor core does not exceed $\frac{1}{2}$ inch in diameter.....		Herhalende riffeling van eindpunte en/of afstroop van drade en/of kables waar die geleierkern hoogstens $\frac{1}{2}$ duim in deursnee is.....	
Repetition stripping of insulated wires and/or cables using pre-set tools where the conductor core does not exceed $\frac{1}{2}$ inch in diameter.....		Herhalende afstroeping van geïsoleerde drade en/of kables deur voorafgestelde gereedskap te gebruik, waar die geleierkern hoogstens $\frac{1}{2}$ duim in deursnee is.....	
Taping by hand of current transformer cores (excluding repair work).....		Stroomtransformatorkerns met die hand met band toedraai (uitgesonderd herstelwerk).....	
Building up fuse cartridges not exceeding 660 volts and 1,200 amps.....		Opbou van sekeringspatrone van hoogstens 660 volt en 1,200 amp.....	
Mounting of valves and/or cable boxes and/or oil gauges including straightening of studs where necessary.....		Montering van kleppe en/of kabelbusse en/of oliemeters, met inbegrip van die reguitmaak van penne, waar nodig.....	
Mounting valves and pipe work using jointing material.....		Montering van kleppe en pypwerk deur gebruik te maak van lasmateriaal.....	
Checking core stacks using pre-set gauges.....		Nagaan van kernstapels deur gebruik te maak van voorafgestelde mate.....	
Dishing of meter and/or instrument dials in a pre-set fly press.....		Komming van meter- en/of instrumentwyserplate in voorafgestelde skroefpers.....	
Motor fielding—the sub-assembly of pole pieces and/or washers and/or coils and/or the connecting of coil leads in a magnet frame.....		Motorveldwerk—die subsamestelling van poolstukke en/of wasters en/of spoele en/of die aansluiting van spoelleidings in 'n magneetraam	
Filing by hand of coil bars for rotors to go and no-go gauges.....		Vylwerk met die hand aan spoelstawe vir rotors volgens kan- en kannie-mate.....	
Filing by hand of coil slots in rotors and/or stators and/or armatures to go and no-go gauges.....		Vylwerk met die hand aan spoelgleuwe in rotors en/of stators en/of ankers volgens kan- en kannie-mate.....	
Forming grooves in ceramic paste and/or covering by dies to jigs.....		Vorming van groewe in keramiekpasta en/of -bedekking met stempels en volgens setmate.....	
Forming of mica insulation plates and/or mica sheets.....		Fatsoenering van mika-isoleerplate en/of mika-plate.....	
Making connector clips by hand in jigs.....		Die maak van verbindingsknippe met die hand in setmate.....	
Making up of connection strips.....		Die opmaak van verbindingstroke.....	
Mechanical switchgear testing where no current is applied (excluding adjustments).....		Die toets van meganiese skakeltuig sonder stroomaanwending (uitgesonderd stelwerk).....	
Preparation and mixing of cements and/or pastes and/or ceramic constituents and the application thereof to components.....		Bereiding en meng van sement en/of pasta en/of keramiekbestanddele en die aanbring daarvan aan samestellende dele.....	
Packing and/or ironing on insulating material on to the armature to form a set for the armature coils.....		Isoleermateriaal pak en/of vassmelt aan die anker om die ankerspoele te vat.....	
Primary winding of current transformers including insulating.....		Primêre wikkeling van stroomtransformators, met inbegrip van isoleerwerk.....	
Removing top yoke prior to assembling of coils (transformers) under instruction of a Rate A to D employee.....		Verwydering van boonste juk voor montering van spoele (transformators) op instruksie van 'n Loon A- tot D-werknemer.....	
Repetition marking of fuse caps by machine.....		Herhalende merkwark aan sekeringsdoppies met 'n masjien.....	

	Rate per hour Cents
Repetition testing and inspecting of fuse cartridges by means of an Ohmmeter and/or fixed gauges.....	22
Routine mechanical coupling up with standard equipment of machines up to and including 350 h.p. on test beds where no alignment is required.....	
Commutator undercutting by automatic machine (excluding setting).....	
Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant.....	
Repetition roller bending not exceeding 10 gauge material.....	
Operating tumbling barrel.....	
Rough straightening of bars by hand and/or by machine.....	
Stripping of windings for the purposes of remanufacture only.....	

Rate H	Rate per hour Cents
Baling and cutting of scrap.....	20
Boiler stoking and/or attending.....	
Oiling and/or greasing.....	
Packing of manufactured articles for despatch and/or sale.....	
Cleaning and/or tinning conductors.....	
Deburring and/or dressing laminations by hand and/or machine (including use of files—stators and/or rotors.....	
Minding wire drawing machine.....	
Oven attendant.....	
Varnishing machine attendant.....	
Stamping and/or affixing metal labels and/or nameplates.....	
Applying transfers.....	
Compound filling.....	
Stripping of moulds from resin castings.....	
Dipping and/or impregnating in insulation medium and/or enamel and/or paint.....	
Furnace loading and/or unloading and/or stoking and/or attending.....	
General labouring.....	
Flow coat painting.....	
Cementing of porcelain.....	
Waxing coils to ease insertion into slots.....	
Binding of two or more pieces of insulation together using tape.....	
Attending resin casting machine.....	

Note.—Employees may only be employed on the operations set out in Rates D and DD of this Schedule provided the ratio of employees in the establishment is not less than 4 (four) armature winders at Rate A to 1 (one) employee employed on armature winding operations under Rates D and/or DD.

ANNEXURE C

DIVISION 2

Installation and/or maintenance and/or servicing of telecommunication equipment and/or any other equipment employing the principles of electronics and/or radio and/or components used in the electronics and/or radio industry such as:—

Telephone, telegraph and data transmission equipment;
UHF and VHF radio links;
Automatic and manual telephone switching systems;
Supervisory and control systems;
Signalling systems;
Fault detection and alarm equipment;
Public address and paging systems;
Scientific, ultrasonic measuring and electro-medical equipment;
Navigation aids;
Mobile, marine, aircraft and broadcast radio equipment;
Closed circuit television equipment;
Interference suppression units;
Electrical and/or electronic test apparatus;
Industrial electronic equipment;
Radar and allied equipment;
Electronic distance measuring equipment;
Dictaphones;
Alarm systems;
Automatic totalisators;
Electric time and associated equipment.

	Uurloon Sent
Herhalende toets- en inspeksiewerk aan sekeringspatrone d.m.v. 'n ohmmeter en/of vaste meters	22
Meganiese roetine aansluiting met standaard- uitrusting van masjiene tot en met 350 pk op proefbeddens waar geen rigwerk nodig is nie..	
Kommutatorinsnywerk deur 'n outomatiese masjiene (uitgesonderd opstelling).....	
Bediening van skoonmaak- en/of ghriesverwyderings- en/of afspoel- en/of vloeimiddelbaddens en/of droog- en/of olievlustallase	
Herhalende rolbuigwerk met materiaal met 'n dikte van hoogstens 10.....	
Bediening van 'n poetstroommel.....	
Ruwe regbuigwerk aan stawe met die hand en/of 'n masjiene.....	
Afstroping van wikkelings vir doeleindes van hervervaardiging alleenlik.....	

Loon H

	Uurloon Sent
Baal en opsnij van afvalmateriaal.....	20
Bediening en stook van ketels.....	
Olie- en/of smeerwerk.....	
Verpakking van vervaardigde artikels vir versending en/of verkoop.....	
Skoonmaak en/of vertinning van geleiers.....	
Afbaarding en/of poets van lamellerings met die hand en/of 'n masjiene (met inbegrip van die gebruik van vyle—stators en/of rotors).....	
Bediening van draadtrekmasjiene.....	
Oondbediener.....	
Vernismasjienebediener.....	
Stempelwerk en/of aanbring van metaaletikette en/of naamplate.....	
Aanbring van oordrukke.....	
Vulwerk met mengsels.....	
Vorms afstroop van harsgietstukke.....	
Indompeling en/of impregnering in isolasie- materiaal en/of emalje en/of verf.....	
Oonde pak en/of vuur uithaal en/of stook en/of bedien.....	
Algemene arbeiderswerk.....	
Vloeilaagverfwerk.....	
Sementering van porselein.....	
Spoele met was bedek om invoeging in gleuwe te vergemaklik.....	
Twee of meer stukke isolasie materiaal met 'n band verbind.....	
Bediening van harsgietmasjiene.....	

Opmerking.—Werknemers kan alleenlik vir die werksaamhede gemeld in Lone D en DD van hierdie lys in diens geneem word mits die getalsverhouding van werknemers in die bedryfsinrigting nie minder is nie as 4 ankerwikkelaars teen Loon A tot 1 werknemer wat ankerwikkelingswerksaamhede teen Lone D en/of DD verrig.

AANHANGSEL C

AFDELING 2

Installering en/of onderhoud en/of diensing van telekommunikasie- uitrusting en/of ander uitrusting waarby van elektroniese beginsels gebruik gemaak word en/of radio's en/of samestellende dele gebruik in elektroniese werk en/of die radionyeerheid soos—

Telefoon-, telegraaf- en dataversendingsuitrusting;
UHF- en BHF-radioverbindinge;
outomatiese en handelefoonskakelstelsels;
toesig- en beheerstelsels;
seinstelsels;
foutopsporings- en alarmuitrusting;
luidspreker- en groepstelsels;
wetenskaplike- ultrasoniese meet- en elektro-mediese uitrusting;
navigasiehoelpmiddels;
mobiele, skeepvaart-, lugvaart- en uitsaai radiouitrusting;
toekringte televisieuitrusting;
steuringsonderdrukkingseenhede;
elektriese en/of elektroniese toetsapparaat;
industrialiese elektroniese uitrusting;
radar- en aanverwante uitrusting;
elektroniese afstandsmetuitrusting;
diktafone;
alarmstelsels;
outomatiese totalisators;
elektriese tyd- en aanverwante uitrusting.

For the purpose of this Division—

“electronics” means equipment where the primary circuits are based on the conductance of electricity through a vacuum, gas or semi-conductor;

“radio” means equipment where the primary function is to transmit and/or receive intelligence without the aid of a physical conductor.

Rate A.	Rate per hour Cents
1. Telephone communications electrician.....	96
2. Electrical communications fitter's work.....	After six months service with the same em- ployer: R1.00
3. Telephone wireman's work.....	

*Note.—In respect of electrical communications fitter's work, the provisions of this Agreement relating to overtime, shift work and work on public holidays shall not apply to work on totalisators.

ANNEXURE D

DIVISION 3

The design, preparation, erection, and/or installation of cooking and electrical heating appliances (excluding pressure heaters).

Notes.—No employer unless registered by the Council in this Division shall use the conditions or pay the wages and/or earnings specified in this Division, viz.—

For the purposes of this Division—

“Erection n.e.s.” means the uniting of prepared component parts to form a complete appliance.

“Preparation” means the performance of any or all operations listed thereunder.

The following operations in the installation and preparation of cooking and heating equipment (excluding pressure heaters) viz.—

Rate D	Rate per hour Cents
Standard electrical testing of equipment and/or components during and after preparation and erection.....	81
Rate DDD	Rate per hour Cents
Soldering and/or sweating by hand (n.e.s.).....	43
Rate F	Rate per hour Cents
Repetition high voltage “no load” (neon type tester) earth testing.....	37
Repetition voltage, insulation and/or ohm and/or wattage testing to pre-set values.....	
Rate G	Rate per hour Cents
Sub-assembling, namely, mica type elements winding and/or assembling and/or cutting mica shapes to odd types and forms (n.e.s.)..	22
Sub-assembling (n.e.s.) namely:—	
(i) Assembling and/or wiring and/or winding of mica type elements.....	
(ii) Assembling components and/or affixing with rivets and/or screws.....	
(iii) Assembling resistance wire onto or into insulated bases.....	
(iv) Assembling and/or winding resistance spirals.....	
Bending and/or forming wire to jigs.....	
Repetition threading and/or tapping by machine	
Drilling to jigs and/or stops and/or fixtures and/or pre-determined pop marks and/or counter-sinking—excluding radial drill.....	
Operating spot welding machine.....	
Preparation and assembly of components before final assembly.....	
Repetition ohm testing of elements to pre-set setting of ohmmeter.....	
Soft soldering by hand and/or by machine and/or by dipping.....	
Wiring and/or connecting of pre-formed wire or element leads to terminal blocks and/or fuses and/or switches.....	
Winding resistance direct onto predesigned spaced ceramic and/or porcelain and/or mandrel....	
Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with preset dies other than setting of the dies.....	

Vir hierdie afdeling beteken—

„elektronika” uitrusting waar die primêre stroombane gebaseer is op die konduktansie van elektrisiteit deur 'n vakuum, gas- of semigeleier;

„radio” uitrusting waar die primêre funksie bestaan uit die versending en/of ontvangs van inligting sonder behulp van 'n fisiese geleier.

Loon A	Uurloon Sent
1. Telefoonkommunikasie-elektrisiën.....	96
2. Monteurswerk vir elektriese kommunikasies...	Na ses maande diens by die- selfde werk- gewer, R1.00
3. Telefoonlynwerk.....	

*Opmerking.—Ten opsigte van monteurswerk vir elektriese kommunikasies is die bepaling van hierdie Ooreenkoms in verband met oortyd, skofwerk en werk op openbare vakansiedae nie op totalisators van toepassing nie.

AANHANGSEL D

AFDELING 3

Die ontwerp, bereiding, oprigting en/of installering van kook- en elektriese verwarmingsstoestelle (uitgesonderd drukverwarmers).

Opmerkings.—Tensy in hierdie Afdeling by die Raad geregistreer, mag geen werkgever die voorwaardes gebruik of die lone en/of verdienste wat in hierdie afdeling gespesifiseer word, betaal nie, nl.—

vir die toepassing van hierdie Afdeling beteken—

„Oprigting n.e.v.” die inmekearsit van bereide samestellende dele om 'n volledige toestel te vorm;

„bereiding” die verrigting van enigeen of al die werksaamhede hieronder genoem.

Onderstaande werksaamhede in die installering en bereiding van kook- en verwarmingsuitrusting (uitgesonderd drukverwarmers) nl.—

Loon D	Uurloon Sent
Standaard-elektriese toetsing van uitrusting en/of samestellende dele gedurende en na bereiding en oprigting.....	81
Loon DDD	Uurloon Sent
Soldeer- en/of aansweetwerk met die hand (n.e.v.)	43
Loon F	Uurloon Sent
Hoëspanning-nullasaardtoetswerk (toetser van die neontipe).....	37
Herhalende spannings-isolasie- en/of ohm- en/of wat-toetswerk volgens voorafgestelde waardes	
Loon G	Uurloon Sent
Subsamestelling, nl. elemente van die mikatipe wikkels en/of saamstel en/of ongelyksoortige tipes en vorms uit mika sny (n.e.v.).....	22
Subsamestelling (n.e.v.) nl.—	
(i) elemente van die mikatipe saamstel en/of bedraad en/of wikkels.....	
(ii) samestellende dele monteer en/of vassit met klinknaels en/of skroewe.....	
(iii) weerstandsdraad op of in geïsoleerde basisse monteer.....	
(iv) weerstandspirale monteer en/of wikkels....	
Draad volgens setmate buig en/of fatsoeneer.....	
Herhalende skroefdraad- en/of moerdraadsnywerk met 'n masjien.....	
Boorwerk volgens setmate en/of stoppe en/of hegstukke en/of voorafbepaalde ponsmerke en/of versinking, uitgesonderd radiale boorwerk	
Bediening van puntsweisemasjien.....	
Bereiding en bymekaarmaak van samestellende dele voor finale montering.....	
Herhalende ohmtoetswerk aan elemente volgens voorafgestelde ohmmeter.....	
Sagte soldeerwerk met die hand en/of met 'n masjien en/of deur indompeling.....	
Bedrading en/of aansluiting van voorafgevormde draad- of elementleidings aan eindblokke en/of sekeringe en/of skakelaars.....	
Weerstandsdraad regstreeks op voorafontwerpte en gespaseerde keramiek- en/of porselein en/of drewel wikkels.....	
Skroef- en/of trap- en/of handperswerk en/of inkeping en/of kragperswerk waar die werk gedoen word met vooraf gestelde stempels, uitgesonderd opstelling van die stempels.....	

Rate H	Rate per hour Cents
Application of anti-corrosive and/or protective coatings.....	20
Cleaning and/or tapping holes already drilled and/or tapped.....	
Dressing and/or deburring by hand and/or by grinding and/or by portable power tool.....	
Eyeletting.....	
Filling and/or topping of ceramic insulating material into and/or onto pre-formed housing by gauge.....	
Forming grooves into ceramic paste and/or covering by dies to jigs or stops by means of a press.....	
Packing or filling cavities of double-walled sections with heat insulating material.....	
Cleaning, scraping and/or spraying of pre-formed resistance housings.....	
Cutting and/or stripping wire.....	
Preparation and/or mixing of ceramic constituents to gauge.....	
Stamping and/or affixing of identification plates and labels.....	
Preparation, namely—	
(1) Inserting screws and nuts to ceramics and nut retainers to other metal parts (excluding connecting of leads).....	
(2) Placing into position of base plates and terminal blocks into and/or onto heating units (excluding connecting of leads)....	
(3) Reinforcing element lead wires.....	
(4) Threading insulators to lead wires.....	

ANNEXURE E

DIVISION 4

Neon signs and hot and cold cathode fluorescent lighting construction, preparation, installation, repair and servicing division.

The following operations in the construction and/or installation and/or repairing and/or servicing of neon signs and/or hot and cold cathode fluorescent lighting and/or fittings and/or components and/or hot and/or cold cathode fluorescent signs:—

Rate A (n.e.s.)	Rate per hour Cents
Assembling and/or erecting and/or installing and/or maintaining and/or repairing and/or servicing and/or wiring of signs.....	96
	After six months continuous service with the same employer: R1.00
Rate AA	Rate per hour Cents
Bending glass tubes.....	96
	After six months continuous service with the same employer: R1.00
Layout work:—	Rate per hour Cents
Learnership in respect of the above:—	
First six months of experience.....	58
Second six months of experience.....	81
Third six months of experience.....	84
Fourth six months of experience.....	87
Thereafter.....	96

After six months continuous service with the same employer: R1.00

Rate C	Rate per hour Cents
Roller bending and/or forming other than repetition roller bending and/or forming.....	84
Setting of trips and/or stops on coil forming machines for ballasts and/or chokes and/or sodium transformers.....	
Setting of dies and/or fixtures and/or jigs and/or stops and/or trips on production machines excluding rotary and/or reciprocating machines but including drilling machines.....	
Operating power driven press brake including setting (n.e.s.).....	

Loon H	Uurloon Sent
Aanwending van korrosiewerende en/of beskermende lae.....	20
Gate wat alreeds geboor en/of waarin alreeds moerdraad gesny is, skoonmaak en/of moerdraad daarin sny.....	
Poets en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap..	
Die maak van ogies.....	
Keramiekisoleermateriaal in en/of op vooraf gevormde hulsels vul en/of opvul volgens 'n maat	
Groewe in keramiekpasta en/of omhulsel d.m.v. stempels vorm volgens setmate of stoppe.....	
Holtes van dubbelmuurseksies met hitte-isoleermateriaal pak of vul.....	
Voorafgevoormde weerstandshulsels skoonmaak, skraap en/of bespuit.....	
Draad sny en/of afstroop.....	
Keramiekbestanddele volgens 'n maat berei en/of meng.....	
Identifikasieplate en etikette stempel en/of aanbring.....	
Bereiding, nl.—	
(1) invoeging van skroewe en moere in keramiekstukke en van moerhouers in ander metaaldele (uitgesonderd aansluiting van leidings).....	
(2) Plasing van grondplate in posisie en van aansluitblokke in en/of op verwarmingseenhede (uitgesonderd aansluiting van leidings)	
(3) Versterking van elementgeleirade.....	
(4) Inryg van isolators in geleirade.....	

AANHANGSEL E

AFDELING 4

Neontekens en konstruksie van fluoressensieverligting d.m.v. gloei- en koue katodes, bereidings-, installerings-, herstel- en diensingsafdeling.

Ondergenoemde werksaamhede i.v.m. die konstruksie en/of installering en/of herstel en/of diensing van neontekens en/of fluoressensieverligting met gloei- en koue katodes en/of toebehorens en/of samestellende dele en/of gloei- en/of kouekatode-fluoressensietekens:—

Loon A (n.e.v.)	Uurloon Sent
Montering en/of oprigting en/of installering en/of onderhoud en/of herstel en/of diensing en/of bedrading van tekens.....	96
	Na ses maande ononderbroke diens by dieselfde werk-gewer, R1.00
Loon AA	Uurloon Sent
Glasbuis buig.....	96
	Na ses maande ononderbroke diens by dieselfde werk-gewer, R1.00
Beplanningswerk:—	Uurloon Sent
Leerlingskap t.o.v. bogenoemde—	
Eerste ses maande ondervinding.....	58
Tweede ses maande ondervinding.....	81
Derde ses maande ondervinding.....	84
Vierde ses maande ondervinding.....	87
Daarna.....	96

Na ses maande ononderbroke diens by dieselfde werk-gewer, R1.00

Loon C	Uurloon Sent
Rolbuigwerk en/of -fatsoenering, uitgesonderd herhalende rolbuigwerk en/of -fatsoenering..	84
Opstelling van uitklinkers en/of stoppe op spoelvormmasjiene vir ballas en/of smoorders en/of natriumtransformators.....	
Opstelling van stempels en/of hegstukke en/of setmate en/of stoppe en/of uitklinkers op produksiemasjiene, uitgesonderd draai- en/of suiermasjiene, maar met inbegrip van boormasjiene.....	
Bediening van kragpersrem, met inbegrip van opstelling (n.e.v.).....	

Rate D	Rate per Hour Cents
Construction (n.e.s.).....	81
Bending of tubes and/or sections in manually operated machine to sketch.....	
Marking off materials to given lengths for cutting off purposes using only length gauges..... and/or rule and/or tape measure and marking material.....	
Operating power saw including marking off with rule and/or tape only and including setting of stops.....	
Press operating (n.e.s.) including the affixing and/or removal of dies where there is positive location excluding press brake and excluding setting up.....	
Welding in jigs or of parts so formed and/or located as to obviate the need for a jig and/or brazing.....	

Rate DD	
Sign face masking.....	58
Bending of glass tubes to jigs and/or moulds..	
Tracing in the layout department.....	

Rate DDD	
Routine electrical testing up to 380 volts and 50 amps	43

Rate F	
Supervising employees employed on classes of work scheduled below Rate F (when so appointed)..	37

Rate G	Rate per hour Cents
All operations in the making of cable forms for light fittings and/or signs from prepared running out lists and/or templates.....	22
Mounting and/or soldering of pre-manufactured components into lighting units and/or signs (n.e.s.).....	
Building up and/or soldering of pre-manufactured components requiring no fitting or adjustment but including deburring (n.e.s.).....	
Beading and/or trimming and/or seaming and/or grooving and/or locking double side top and bottom by machine.....	
Bending and/or forming by machine to dies and/or jigs and/or length gauges and/or stops excluding press brake.....	
Broaching by press using fixed broaches of ballasts and/or chokes and/or sodium transformer cores.....	
Circular cutting and/or flanging and/or slitting by machine.....	
Connecting preformed and/or sealed and/or prepared wires to pre-determined points and/or connections (n.e.s.).....	
Cutting and/or cropping and/or shearing to marks and/or stops and/or jigs and/or length gauges.....	
Cutting glass tubes to length.....	
Cutting up insulating material to stops.....	
Evacuating and/or filling glass tubes, (n.e.s.).....	
Feeding and/or attending automatic sealing and/or capping machine.....	
Finding and preparing of ballast coil ends.....	
Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies and/or to stops (excluding setting up).....	
Fusing by hand of electrodes to glass tubes (n.e.s.)	
Hot dip coating and/or galvanising under supervision.....	
Repetition operation of power driven press brake to jigs and/or stops for purpose of fluorescent lighting fittings and/or fluorescent signs produced on a quantity basis where the thickness of the material does not exceed 16 gauge.....	
Repetition butt and/or projection and/or seam and/or spot welding by machine.....	
Repetition operation of a drilling machine.....	
Repetition clamping and/or fusion and/or welding of cathodes to electrodes by automatic machine	
Repetition hot and/or cold riveting not exceeding $\frac{1}{8}$ inch diameter.....	

Loon D	Uurloon Sent
Konstruksie (n.e.v.).....	81
Buig van buise en/of seksies in handmasjien volgens skets.....	
Afmerk van materiaal volgens gegewe lengtes met die doel om dit af te sny en met gebruikmaking van slegs lengtemate en/of meetstokke en/of maatlinte en merkmateriaal.....	
Bediening van kragsaag, met inbegrip van afmerkwerk slegs met 'n meetstok en/of maatlint en met inbegrip van opstelling van stoppe.....	
Bediening van pers (n.e.v.) met inbegrip van die aanbring en/of verwydering van stempels waar hul plekke positief bepaal is, uitgesonderd persremwerk en opstelling.....	
Sweiswerk in setmate of aan dele aldus gevorm en/of geplaas ten einde die behoefte aan 'n setmaat uit te skakel en/of sweissoldeerwerk	

Loon DD	
Maskerwerk aan seinvoorkante.....	58
Glasbuis volgens setmate en/of vorms buig.....	
Natrekwerk in die beplanningsafdeling.....	

Loon DDD	
Roetine-elektriese toetswerk tot 380 volts en 50 amp.....	43

Loon F	
Toesighouding oor werknemers in diens geneem vir klasse werk laer as Loon F (wanneer aldus aangestel).....	37

Loon G	Uurloon Sent
Alle werksaamhede in die maak van kabelvorms vir ligtoebehorens en/of tekens volgens lyste en/of patrone.....	22
Montering en/of soldering van voorafvervaardigde samestellende dele in ligenhede en/of tekens (n.e.v.).....	
Opbou en soldering van vooraf vervaardigde samestellende dele wat nie gepas of gestel hoef te word nie, maar met inbegrip van afbaarding (n.e.v.).....	
Kraalwerk en/of afwerking en/of naatvorming en/of groefwerk en/of sluiting van bo- en onderkant met 'n masjien.....	
Buig- en/of fatsoeneerwerk met 'n masjien volgens stempels en/of setmate en/of lengtemate en/of stoppe, uitgesonderd persrem.....	
Profielruimwerk met 'n pers deur gebruik te maak van vaste profielruimers, aan ballas en/of smoorders en/of natriumtransformatorkerns...	
Sirkelsaag- en/of flens- en/of gleufwerk met 'n masjien.....	
Aansluiting van vooraf gevormde en/of verseelde en/of bereide drade aan vooraf bepaalde punte en/of aansluitings (n.e.v.).....	
Sny- en/of knip- en/of skêrwerk volgens merke en/of stoppe en/of setmate en/of lengtemate	
Glasbuis volgens lengte sny.....	
Isolermateriaal volgens stoppe sny.....	
Glasbuis lugleeg maak en/of vul (n.e.v.).....	
Automatiese seël- en/of dopmasjien voer en/of bedien.....	
Ballasspoelente vind en berei.....	
Skroef- en/of trap- en/of handperswerk en/of keepwerk en/of kragdrukwerk waar daar met vooraf gestelde stempels en/of volgens stoppe gewerk word (uitgesonderd opstelling).....	
Elektrodes met die hand aan glasbuis vassmelt (n.e.v.).....	
Aanbring van lae deur warmindompeling en/of galvanisering onder toesig.....	
Herhalende kragpersremwerk volgens setmate en/of stoppe in verband met fluoressensiële toebehorens en/of fluoressensietekens op grootmaat vervaardig, waar die diktemaat van die materiaal hoogstens 16 is.....	
Herhalende stui- en/of projeksie- en/of naat- en/of puntsweiswerk met 'n masjien.....	
Herhalende bediening van 'n boormasjien.....	
Herhalende klamping en/of vassmelting en/of sweising van katodes aan elektrodes met 'n automatiese masjien.....	
Herhalende warm en/of koue klinknaelwerk met klinknaels van hoogstens $\frac{3}{8}$ duim in deursnee	

Repetition punching to gauges and/or jigs and/or stops and/or templet and/or dies and/or marks
Repetition marking of material to jigs and/or templets with the aid of a templet or scriber or marking material.....
Repetition roller bending and/or forming not exceeding 10 gauge.....
Repetition threading and/or tapping by machine
Repetition fluorescent and/or illumination testing
Repetition ohm testing to pre-set setting on ohmmeters.....
Repetition operating power saw for cutting off to stops and/or length guages (excluding setting up).....
Repetition production winding of ballasts and/or chokes and/or sodium transformer coils with wire on formers and/or spools by machine to a predetermined number of turns.....
Routine setting of air gaps in ballasts to predetermined limits by means of comparators and/or deviation meters and/or oscilloscopes where the adjustments of instruments are made by a Rate A employee.....
Screwing machine operating excluding setting up
Sealing by hand of ballast containers after filling with compound.....
Stencilling by hand.....
Soft soldering and/or sweating by hand.....
Wiring of signs and/or fittings to instructions and where the course of wires is marked by cleats and/or lines and/or saddles and/or fixtures and/or where no wiring diagram is used during manufacture.....

Rate per Hour
Cents

22

Rate H

Application of anti-corrosive and/or protective coatings.....
Preparing connector blocks.....
Cutting wiring connection to set lengths and fitting eyelets.....
Fixing ballasts to wiring channels.....
Metal buffing and/or polishing.....
Metal cleaning by degreasing and/or pickling by vat and/or tank.....
Dressing and/or deburring by hand and/or by grinding and/or by portable power tool.....
Dipping and/or impregnating in insulating medium and/or enamel and/or paint and/or varnish.....
Dismantling of old signs (in shop).....
Mixing and milling of phosphor for coating glass tubes under instruction of a Rate A to D employee.....
Soldering by dipping.....
Washing and/or rinsing and/or drying and/or coating and/or baking of glass tubes by automatic or semi-automatic processes.....
Preparing and/or spraying of sign boxes for reception of sign faces.....
Packing of manufactured articles for despatch or sale.....

Rate per Hour
Cents

20

ANNEXURE F DIVISION 5

The design, preparation erection and/or installation of radio, refrigeration and domestic electrical appliance equipment.

No employer unless registered by the Council in this Division, shall use the Division or pay the wages and/or earnings specified in this Division, viz.—

Rate A

Radiotrician's work—which includes tracing and/or correcting faults in radio equipment.....
Refrigerator mechanic's work.....
Refrigerator cabinet making.....

Rate per Hour
Cents
96

After six months continuous service with the same employer: R1.00

Uurloon
Sent

Herhalende ponswerk volgens mate en/of setmate en/of stoppe en/of patrone en/of stempels en/of merke.....
Herhalende merkwark aan materiaal volgens setmate en/of patrone met behulp van 'n patroon of kraspen of merkmateriaal.....
Herhalende rolbuig- en/of fatsoeneerwerk aan materiaal met 'n diktemaat van hoogstens 10...
Herhalende skroef- en/of moerdraadsnywerk met 'n masjiën.....
Herhalende fluoressensie- en/of verligtingstoetswerk.....
Herhalende ohmtoetswerk volgens voorafgestelde ohmmeters.....
Herhalende bediening van 'n kragstaag vir snywerk volgens stoppe en/of lengtemate (uitgesonderd opstelling).....
Herhalende produksiewikkeling van ballas en/of smoorders en/of natriumtransformatorspoele met draad op vorms en/of spoel d.m.v. 'n masjiën en volgens vooraf bepaalde draaigetalle.....
Die aanbring van lugsplete in ballas by wyse van roetineerwerk en volgens vooraf bepaalde perke d.m.v. komparators en/of afwykingsmeters en/of ossilloskope waar die stelwerk aan die instrumente deur 'n Loon A-werknemer verrig word.....
Bediening van skroefmasjiën, uitgesonderd opstelling.....
Handseëlwerk aan ballashouers nadat dit met mengsel gevul is.....
Sjablonerwerk met die hand.....
Sagte soldeer- en/of aansweetwerk met die hand
Bedrading van tekens en/of toebehorens volgens instruksies en waar die loop van die draad gemerk is deur klampe en/of strepe en/of saals en/of hegstukke en/of waar geen bedradingsdiagram gedurende vervaardiging gebruik word nie.....

22

Loon H

Aanwending van korosiewerende en/of beskermende lae.....
Bereiding van koppelblokke.....
Draadverbindinge volgens lengtes sny en van ogies voorsien.....
Ballas aan bedradingskanale aanbring.....
Metaalskuur- en/of -poleerwerk.....
Die skoonmaak van materiaal deur ghriesverwydering en/of d.m.v. 'n bytval en/of bytdek
Skoonmaakwerk en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap.....
Indompeling en/of impregnering in isoleermiddel en/of emalje en/of verf en/of vernis.....
Aftakeling van ou tekens (in winkel).....
Fosfor meng en maal vir die aanbring van lae op glasbuis op instruksie van 'n Loon A- tot D-werknemer.....
Soldeerwerk d.m.v. indompeling.....
Glasbuis was en/of afspoel en/of droogmaak en/of van lae voorsien en/of bak d.m.v. outomatiese of halfoutomatiese prosesse.....
Tekenkiste berei en/of bespuit vir die aanbring van tekenvoorkante.....
Verpakking van vervaardigde artikels vir versending of verkoop.....

Uurloon
Sent

20

AANHANGSEL F AFDELING 5

Die ontwerp, bereiding, oprigting en/of installering van radio-verkoelings- en huishoudelike elektriese toesteluitrusting.

Tensy in hierdie afdeling by die Raad geregistreer, mag geen werk-gewer hierdie afdeling gebruik of die lone en/of verdienste hierin gespesifiseer, betaal nie nl.—

Loon A

Radiotrisiënswerk, wat die opsporing en reg-maak van foute in radiouitrustring insluit.....
Koelkaswerktuigkundige se werk.....
Die maak van koelkaskabinette.....

Uurloon
Sent
96

Na ses maande ononderbroke diens by die-selwde werk-gewer, R1.00

Rate DD

Domestic appliance handyman (an employee who fits radios and/or refrigerators, and/or any other household electrical appliances to existing electrical connections or plugs and/or erects aerials).....

**Rate per Hour
Cents**

58

Rate F

Mounting of assembled new radiogram units and/or new chassis into cabinets which have previously been cut to accommodate receivers and/or gram units.....
First six months of experience.....
Thereafter.....

**Rate per Hour
Cents**

27

26

27

Rate G

Uncrating and erecting of domestic appliances—other than the wiring up of such appliances }
Repetition soldering..... }
First six months of experience..... }
Thereafter..... }

**Rate per Hour
Cents**

22

21

22

Loon DD

Faktotum vir huishoudelike toestelle ('n werknemer wat radio's en/of koelkaste en/of enige ander huishoudelike elektriese toestel met bestaande elektriese aansluitpunte of stopkontakte verbind en/of lugdrade cprig).....

**Uurloon
Sent**

58

Loon F

Montering van opgestelde nuwe radiogrameenhede en/of nuwe onderstelle in kabinette wat vooraf gesny is om ontvangers en/of grameenhede te bevat.....
Eerste ses maande ondervinding.....
Daarna.....

**Uurloon
Sent**

27

26

27

Loon G

Huishoudelike toestelle uit kratte haal en oprig—sonder om sodanige toestelle aan te sluit..... }
Herhalende soldeerwerk..... }
Eerste ses maande ondervinding..... }
Daarna..... }

**Uurloon
Sent**

22

21

22

No. R. 2156 22 November 1968
**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941**

**ELECTRICAL CONTRACTING AND
SERVICING INDUSTRY, CAPE**

I, Marais Viljoen, Minister of Labour—

(a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Electrical Contracting and Servicing Industry, published under Government Notice No. R. 2155 of 22 November 1968, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act; and

(b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the firstmentioned Act, in respect of employees who are entitled to sickness compensation in terms of clause 6 of Part IV of the said Agreement.

**M. VILJOEN,
Minister of Labour.**

No. R. 2157 22 November 1968
INDUSTRIAL CONCILIATION ACT, 1956
**ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE**

SICK PAY FUND AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

No. R. 2156 22 November 1968
**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941**

**ELEKTROTEGNIËSE AANNEMINGS- EN
BEDIENINGSNYWERHEID, KAAP**

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemings- en Bedieningsnywerheid, gepubliseer by Goewermentskennisgewing No. R. 2155 van 22 November 1968, oor die algemeen vir werknemers wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet; en

(b) stel hierby ingevolge artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge klousule 6 van Deel IV van genoemde Ooreenkoms op siektevergoeding geregtig is.

**M. VILJOEN,
Minister van Arbeid.**

No. R. 2157 22 November 1968
WET OP NYWERHEIDSVERSOENING, 1956
**ELEKTROTEGNIËSE AANNEMINGS- EN
BEDIENINGSNYWERHEID, KAAP**
SIEKTEBYSTANDSFONSOOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2 and 10, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown, and in those portions of the Magisterial Districts of Stellenbosch and Malmesbury which prior to the publication of Government Notices No. 283 of 2 March 1962 and No. 171 of 8 February 1957, respectively, fell within the Magisterial District of Bellville.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)

SICK PAY FUND

AGREEMENT

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

Electrical Contractors Association (South Africa);

Electrical Engineering and Allied Industries Association
and the

Radio, Refrigeration and Electrical Appliance Association of South Africa:—

(hereinafter referred to as "the employees" or "the trade unions" organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa

and

South African Electrical Workers' Association.

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

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) (a) The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Bellville, Simonstown, and in that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice No. 171 of the 8th February 1957, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Stellenbosch, which prior to the publication of Government Notice No. 283 of the 2nd March 1962, fell within the Magisterial District of Bellville, by all employers and employees in the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisations and trade unions, respectively.

(b) Notwithstanding the provisions of paragraph (a) the terms of this agreement shall, subject to the provisions of subclause (3), only apply to employees for whom a minimum rate of not less than 39 cents per hour is prescribed in the agreement published under Government Notice No. R. 2155 of the 22nd November 1968 as may be amended from time to time (hereinafter referred to as the "Main Agreement").

(2) In the event of the expiry of the Main Agreement by the effluxion of time or cessation for any other cause during the currency of the Agreement, the classes of work and minimum rates of pay prescribed in the said Main Agreement shall be deemed to be the classes of work and the minimum rates of pay for purposes of this Agreement.

(3) The terms of this Agreement shall apply to apprentices irrespective of earnings only in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or deemed to be registered or any condition fixed or deemed to be fixed thereunder.

2. DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, and shall remain in force for 24 months or such period as may be determined by him.

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 10, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad, en in daardie gedeeltes van die landdrosdistrikte Stellenbosch, en Malmesbury wat voor die publikasie van onderskeidelik Goewermmentskennisgewings No. 283 van 2 Maart 1962 en No. 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het.

M. VILJOEN,
Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE AANNEMINGS- EN DIENSNYWERHEID (KAAP)

SIEKTEBYSTANDSFONDS

OOREENKOMS

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

Electrical Contractors Association (South Africa);

Electrical Engineering and Allied Industries Association
en die

Radio, Refrigeration and Electrical Appliance Association
of South Africa

(hieronder die „werkgewers” of die „werkgewersorganisasies” genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa, en

South African Electrical Workers' Association

(hieronder die „werknemers” of die „vakverenigings” genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Diensnywerheid (Kaap).

1. TOEPASSING VAN OOREENKOMS

(1) (a) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermmentskennisgewing No. 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermmentskennisgewing No. 283 van 2 Maart 1962 in die landdrosdistrik Bellville geval het, nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Aannemings- en Diensbedryf wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is.

(b) Ondanks die bepalings van paragraaf (a) is die bepalings van hierdie Ooreenkoms, behoudens die bepalings van subklousule (3), van toepassing op slegs dié werknemers vir wie 'n minimum loon van minstens 39 sent per uur voorgeskryf word in die Ooreenkoms gepubliseer by Goewermmentskennisgewing No. R. 2155 van 22 November 1968, soos dit van tyd tot tyd gewysig mag word (hieronder die „Hofooreenkoms” genoem).

(2) Ingeval die Hofooreenkoms weens verloop van tyd verstryk of om 'n ander rede ophou om te bestaan gedurende die geldigheidstermyn van hierdie Ooreenkoms, word die klasse werk en die minimum lone wat in genoemde Hofooreenkoms voorgeskryf word, geag die klasse werk en die minimum lone vir die toepassing van hierdie Ooreenkoms te wees.

(3) Die bepalings van hierdie Ooreenkoms is, afgesien van verdienste, op vakleerlinge van toepassing slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens geregistreer is of geag word geregistreer te wees of met 'n voorwaarde wat daarkragtens gestel is of geag word gestel te wees, onbestaanbaar is nie.

2. DATUM VAN INWERKINGTREDING EN GELDIGHEIDSTERMYN

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoenig, 1956, mag vasstel en bly van krag vir vier-entwintig maande of vir dié tydperk wat hy mag bepaal.

3. DEFINITIONS

All expressions used in this Agreement which are defined in the Industrial Conciliation Act of 1956, or the Main Agreement shall have the same meaning as in these measures and any reference to an Act shall include any amendment to such Act and unless inconsistent with the context:—

"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, of 1944.

"Electrical Contracting and Servicing Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employers and employees are associated for any or all of the following:—

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the building or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere; and for the purpose of this definition "electrical equipment" shall—

(i) electrical cables and overhead lines;

(ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith) electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

and further for the purpose of this definition "design, preparation, erection, installation, repair and maintenance" shall not include—

(i) the manufacture and/or assembly of the afore-mentioned equipment or component parts thereof;

(ii) the wiring or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;

(iii) the manufacture, repair and servicing of motor vehicle batteries;

(iv) the manufacture, repair and servicing of typewriter and office appliances;

(v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

"Contribution" means the amounts payable in terms of clause 17 of this Agreement;

"Council" means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), registered in terms of section nineteen of the Industrial Conciliation Act, 1956;

"Executive Committee" means the Executive Committee of the Council appointed in terms of its Constitution;

"Wage Group" means the basic weekly wage prescribed in the Main Agreement (excluding cost of living allowance, overtime or any other remuneration received by an employee).

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of die Hoof-ooreenkoms omskryf word, het dieselfde betekenis as in daardie maatreëls, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy onbestaanbaar met die sinsverband, beteken:—

„vakleerling” ’n werknemer wat diens doen ingevolge ’n skriftelike leerkontrak wat deur die Raad erken word of ’n leerkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is;

„Elektrotegniese Aannemings- en Diensnywerheid” of „Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigteen van of al die volgende doeleindes:—

(a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat ’n integrerende en permanente deel van geboue uitmaak, met inbegrip van bedrading, kabellaswerk en kabelaanlegwerk, die aanleg van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig en of die materiaal berei word op die terrein van die gebou of bouwerk of elders;

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat in verband staan met die doel waarvoor ’n gebou gebruik word, met inbegrip van bedrading, kabellaswerk en kabelaanlegwerk, die aanleg van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig en of die materiaal berei word op die terrein van die gebou of bouwerk of elders;

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat in verband staan met die bou, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellaswerk en kabelaanlegwerk, die aanleg van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig en of die materiaal berei word op die terrein van die gebou of bouwerk of elders;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie onder (a), (b) of (c) hierbo ressorteer nie, met inbegrip van bedrading, kabellaswerk en kabelaanlegwerk, die aanleg van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee in verband staan, afgesien daarvan of die werk verrig en of die materiaal berei word op die terrein van die gebou of bouwerk of elders; en vir die toepassing van hierdie woordoms krywing omvat „elektriese uitrusting” ook—

(i) elektriese kables en boggrondse lyne;

(ii) generators, motore, konvertors, skakel- en kontroleuitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligting, verwarming, kookwerk, vries-, en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oond-uitrusting, radiotoestelle en aanverwante elektriese apparaat, seinuitrusting en ander uitrusting waarin die beginsels wat in verband met die werking van radio- of elektroniese uitrusting toegepas word, gebruik word;

en voorts, vir die toepassing van hierdie woordoms krywing, omvat „ontwerp, bereiding, oprigting, installering, herstel en onderhoud” nie die volgende nie:—

(i) Die vervaardiging en/of montering van voornoemde uitrusting of samestellende dele daarvan;

(ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehorens, hetsy permanent geïnstalleer al dan nie;

(iii) die vervaardiging, herstel en diensing van motorvoertuigbatterye;

(iv) die vervaardiging, herstel en diensing van tikmasjiene en kantoortoestelle;

(v) die vervaardiging en/of montering en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

„bydrae” die bedrae wat ingevolge klousule 17 van hierdie Ooreenkoms betaalbaar is;

„Raad” die Nywerheidsraad vir die Elektrotegniese Aannemings- en Diensnywerheid (Kaap) wat ingevolge artikel negentien van die Wet op Nywerheidsversoening, 1956, geregistreer is;

„Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ingevolge sy konstitusie aangestel is;

„loongroep” die basiese weekloon wat in die Hoof-ooreenkoms voorgeskryf word (uitgesonderd lewenskostetoelae, oortydbesoldiging of enige ander besoldiging wat ’n werknemer ontvang).

4. ESTABLISHMENT OF SICK PAY FUND

(1) The Sick Pay Fund known as the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund (hereinafter referred to as "the Sick Pay Fund" or "the Fund") established in terms of the agreement published under Government Notice No. 2035 of the 7th December 1962, is hereby continued in terms of this Agreement. The Fund shall consist of—

- (a) contributions paid into the Fund in accordance with the provisions of clause 17 of this Agreement.
- (b) interest derived from the investment of any moneys of the Fund in terms of clause 7 (4) of this Agreement;
- (c) any other sum to which the Fund may become entitled.

(2) The Fund shall be the successor Fund to the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund established in terms of clause 4 of the Agreement published under Government Notice Number 2339, dated 14 December 1956, and shall take over all the assets and be subject to all the obligations and liabilities of the latter Fund.

5. OBJECTS

The object of the Fund shall be to provide the employees to whom this Agreement applies with benefits as prescribed in clause 16 of this Agreement.

6. ADMINISTRATION

(1) Control and administration of the Fund shall vest in a management committee appointed by the Council consisting of one member of each of the trade unions which is a party to this Agreement and an equal number of members of the employers' organisations who are parties to the Council. Alternates may be appointed if deemed necessary by the Council. Should the management committee be unable to perform its duties for any reason whatsoever the executive committee appointed in terms of the Council's constitution shall perform those duties and exercise its functions and powers.

(2) The Management Committee shall have the power to make and alter rules governing the administration of the Fund. Copies of the rules and any amendments thereto which shall not be inconsistent with any Act or this Agreement shall be lodged with the Secretary for Labour.

7. FINANCIAL CONTROL

(1) Benefits shall be suspended whenever the amount standing to the credit of the Fund falls below R1,000 and further payments shall not recommence until the amount standing to the credit of the Fund has reached the sum of R2,000; provided that upon payment of benefits being resumed claims made during such period of suspension shall be met in the order in which they were received.

(2) All moneys paid to the Fund shall be deposited in a banking account to be opened at a bank and/or institution approved by the management committee.

(3) All payments from the Fund shall be by cheque drawn on the Fund's account and such cheques shall be signed by two persons duly authorised thereto by the Management Committee.

(4) All moneys regarded by the Management Committee as being surplus to the Fund's immediate requirements may be placed on deposit at a bank or registered building society or be invested in National Savings Certificates or stock of the Republic of South Africa or local Government stocks or in any other manner approved by the Registrar.

(5) All expenses incurred in connection with the administration of the Fund shall form a charge upon the Fund.

(6) The Management Committee shall furnish the executive committee appointed in terms of the Council's Constitution with quarterly reports giving a general review of the operation of the Fund and on the income and expenditure for the period to which the report relates.

(7) Auditor(s) shall be appointed by the management committee. Such auditor(s) shall be registered in terms of the Public Accountants and Auditors Act, 1951.

(8) As soon as possible after the 31st August in each year the Management Committee shall prepare a statement of all moneys received and owing and details of expenditure incurred and accrued for the 12 months ended 31 August, and a statement showing the Fund's assets and liabilities which shall be certified by the auditor and submitted together with the auditor's report to the executive committee for transmission to the Council.

4. STIGTING VAN SIEKTEBYSTANDSFONDS

(1) Die Siektebystandsfonds wat as die Siektebystandsfonds van die Elektrotegniese Aannemings- en Diensnywerheid (Kaap) bekend staan (hieronder die „Siektebystandsfonds” of die „Fonds” genoem), en wat ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 2035 van 7 Desember 1962 gestig is, word hierby ingevolge hierdie Ooreenkoms voortgesit. Die Fonds bestaan uit—

- (a) bydraes wat ooreenkomstig die bepalings van klousules 17 van hierdie Ooreenkoms aan die Fonds betaal word;
- (b) die rente ontvang op die belegging van gelde van die fonds ooreenkomstig die bepalings van klousule 7 (4) van hierdie Ooreenkoms;
- (c) enige ander bedrag waarop die Fonds geregtig mag word.

(2) Die Fonds is die opvolger van die Siektebystandsfonds van die Elektrotegniese Aannemings- en Diensnywerheid (Kaap) wat gestig is by klousule 4 van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 2339 van 14 Desember 1956 en neem al die bates van laasgenoemde Fonds oor en is onderworpe aan al die verpligtings en aanspreeklikhede van laasgenoemde Fonds.

5. OOGMERKE

Die oogmerke van die Fonds is om die bystand wat in klousule 16 van hierdie Ooreenkoms voorgeskryf word, te verskaf aan dié werknemers op wie hierdie Ooreenkoms van toepassing is.

6. ADMINISTRASIE

(1) Die beheer oor en administrasie van die Fonds berus by 'n bestuurskomitee wat deur die Raad aangestel is en wat bestaan uit een lid van elkeen van die vakverenigings wat 'n party by hierdie Ooreenkoms is en 'n ewe groot getal lede van die werkgewersorganisasies wat partye by die Raad is. Die Raad kan, indien hy dit nodig ag, sekondusse aanstel. Indien die Bestuurskomitee om die een of ander rede nie in staat is om sy pligte uit te voer nie, kan die Uitvoerende Komitee wat ingevolge die Raad se konstitusie aangestel is, sodanige pligte uitvoer en die funksies en bevoegdhede van sodanige komitee uitoefen.

(2) Die Bestuurskomitee is bevoeg om reëls vir die administrasie van die Fonds te maak en te wysig. Kopieë van die reëls en van alle wysigings daarvan, wat nie met 'n wet of met hierdie Ooreenkoms onbestaanbaar mag wees nie, moet by die Sekretaris van Arbeid ingedien word.

7. FINANSIELE BEHEER

(1) Die betaling van bystand word opgeskort wanneer die bedrag waarmee die Fonds gekrediteer is, daal tot minder as R1,000, en verdere betalings mag nie hervat word nie totdat die bedrag waarmee die Fonds gekrediteer is, weer die som van R2,000 beloop; met dien verstande dat, by die hervatting van die betaling van bystand, eise wat gedurende sodanige tydperk van opskorting ingedien is, betaal moet word in die volgorde waarin dit ontvang is.

(2) Alle gelde wat aan die Fonds betaal word, moet gedeponeer word in 'n bankrekening wat geopen moet word by 'n bank en/of inrigting wat die goedkeuring van die Bestuurskomitee wegdra.

(3) Alle betalings uit die Fonds geskied per tjek getrek op die Fonds se rekening, en sodanige tjeks moet onderteken word deur twee persone wat behoorlik daartoe deur die Bestuurskomitee gemagtig is.

(4) Alle gelde wat die Bestuurskomitee beskou as surplus vir sover dit die Fonds se onmiddellike behoeftes betref, mag in 'n bank of geregistreerde bouvereniging gedeponeer of in Nasionale Spaarsertifikate of effekte van die Republiek van Suid-Afrika of in effekte van plaaslike owerhede of op enige ander manier wat deur die Registrateur goedgekeur word, belê word.

(5) Alle uitgawes aangegaan in verband met die administrasie van die Fonds, moet teen die Fonds in rekening gebring word.

(6) Die Bestuurskomitee moet die Uitvoerende Komitee wat ingevolge die Raad se konstitusie aangestel is, voorsien van drie-maandelikse verslae waarin daar 'n algemene oorsig van die werking van die Fonds en van die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het, gegee word.

(7) Die Bestuurskomitee moet 'n ouditeur of ouditeurs aangestel. Sodanige ouditeur of ouditeurs moet ingevolge die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, geregistreer wees.

(8) Die Bestuurskomitee moet elke jaar so gou moontlik na 31 Augustus 'n staat opstel van alle gelde wat ontvang en verskuldig is en van besonderhede van die uitgawes wat aangegaan is en opgeloop het gedurende die 12 maande geëindig 31 Augustus, en 'n staat wat die bates en laste van die Fonds toon en wat deur die ouditeur gesertifiseer moet word, moet saam met die ouditeursverslag aan die Uitvoerende Komitee voorgelê word vir deursending aan die Raad.

(9) The audited statement and report thereon shall be open for inspection at the office of the Council and copies countersigned by the Chairman of the Council, shall be sent to the Industrial Registrar within three months of the close of the period covered thereby.

8. EXPIRY OF AGREEMENT

(a) Any Agreement declared by the Minister to be binding in terms of section *forty-eight* of the Industrial Conciliation Act, 1956, replacing or succeeding this Agreement may make provision for the continuity and administration of the Fund.

(b) In the event of the expiry of this Agreement or any extension or renewal thereof and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of 24 months from the date of such expiry or the Fund not being transferred by the Council within such period to any other fund constituted for the same purposes as that for which the original Fund was created, the Fund shall be liquidated. The Fund shall during the said period of 24 months or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement, be administered by the Management Committee in office at the time.

(c) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section *thirty-four* (2) of the Act, the Management Committee shall continue to administer the Fund and the members of such Committee at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purpose, provided, however, that any vacancies occurring on such Committee may be filled by the Registrar from employers or employees in the Electrical Contracting and Servicing Industry (Cape) to ensure an equality of employer and employee representatives and alternates in the membership of the Committee.

(d) In the event of the Management Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such Committee and who shall possess all the powers of such Committee for the purpose thereafter. Upon the expiry of the Agreement the Fund shall be liquidated in the manner set forth in clause 9 of the Agreement.

9. LIQUIDATION

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

(b) The Fund shall be liquidated by the committee functioning in terms of clause 8 or the trustee or trustees appointed in terms of the said clause, as the case may be.

10. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to institute and complete such enquiries and to examine such documents, books, wage sheets, time and pay tickets and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed and no person shall make a false statement to such agent during the course of his investigations.

11. EXHIBITION OF AGREEMENT

Every employer in the areas where this Agreement has application shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both the official languages of the Republic of South Africa.

12. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided for by the Fund shall not be transferable and any beneficiary who attempts to assign, transfer or otherwise cede or pledge or hypothecate his or her right shall have all benefits from the Fund immediately suspended for a period of three months.

(9) Die geouditeerde staat en die verslag daarvoor moet dan in die kantoor van die Raad ter insae lê, en kopieë daarvan, mede-onderteken deur die Voorsitter van die Raad, moet binne drie maande na verstryking van die tydperk waarop dit betrekking het, aan die Nywerheidsregistrateur gestuur word.

8. VERSTRYKING VAN OOREENKOMS

(a) 'n Ooreenkoms wat die Minister verklaar as 'n ooreenkoms wat ingevolge artikel *agt-en-veertig* van die Wet op Nywerheidsversoenig, 1956, bindend is en wat in die plek gestel word van hierdie Ooreenkoms of dit vervang, kan voorsiening maak vir die voortsetting en administrasie van die Fonds.

(b) Ingeval hierdie Ooreenkoms of 'n verlenging of hernuwing daarvan verstryk en 'n latere ooreenkoms wat vir die voortsetting van die Fonds voorsiening maak, nie binne 'n tydperk van 24 maande vanaf die datum van sodanige verstryking aangegaan word nie of ingeval die Raad nie die Fonds binne sodanige tydperk aan 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike Fonds gestig is, oordra nie, moet die Fonds gelikwedeer word. Die Fonds moet gedurende genoemde tydperk van 24 maande of totdat dit oorgedra word na 'n ander fonds soos hierbo bedoel of totdat dit by 'n latere ooreenkoms voortgesit word, geadminestreer word deur die bestuurskomitee wat as dan aan die bewind is.

(c) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge artikel *vier-en-derig* (2) van die Wet bindend is, moet die Bestuurskomitee aanhou om die Fonds te administreer, en die lede van sodanige Komitee op die datum waarop die Raad ophou om te funksioneer of ontbind word, word geag lede daarvan vir hierdie doel te wees; met dien verstande dat alle vakatures wat in sodanige Komitee ontstaan, deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Elektrotegniese Aannemings- en Diensnywerheid (Kaap), gevul mag word op so 'n wyse dat daar verseker word dat die getal werkgewersverteenwoordigers en werknemersverteenwoordigers, en hul sekondusse, in die Komitee ewe groot is.

(d) Ingeval die Bestuurskomitee nie daartoe in staat is nie of onwillig is om sy pligte te vervul of ingeval hy voor 'n dooie punt te staan kom wat die administrasie van die Fonds na die mening van die Registrateur ondoenlik of onwesenlik maak, kan die Registrateur 'n trustee of trustees aanstel om die pligte van sodanige Komitee uit te voer, en sodanige trustee of trustees het daarna vir hierdie doel al die bevoegdhede van sodanige Komitee. By die verstryking van die Ooreenkoms moet die fonds gelikwedeer word op die manier voorgeskryf in klousule 9 van die Ooreenkoms.

9. LIKWIDASIE

(a) By die likwidasië van die Fonds ooreenkomstig klousule 8, moet die gelde wat nog in die krediet van die Fonds staan nadat alle eise teen die Fonds, met inbegrip van enige administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word. As die sake van die Raad alreeds afgewikkel en sy bates verdeel is, moet die saldo van die Fonds ooreenkomstig artikel 34 (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(b) Die Fonds moet gelikwedeer word deur die komitee wat ooreenkomstig klousule 8 funksioneer of deur die trustee of trustees wat ingevolge genoemde klousule aangestel is, na gelang van die geval.

10. AGENTE

Die Raad kan een of meer gespesifiseerde persone as agente aanstel om hom te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tyd- en betaalkaartjies te ondersoek en dié individueel te onder-
vra en al dié dinge te doen wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en niemand mag 'n valse verklaring in die loop van sodanige agent se ondersoek, aan hom doen nie.

11. VERTONING VAN OOREENKOMS

Elke werkgewer in die gebiede waarin hierdie Ooreenkoms van toepassing is, moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale van die Republiek van Suid-Afrika opplak en opgeplak hou in of op die plek waar sy werknemers werk.

12. BYSTAND MAG NIE VERVREEM OF IN EKSEKUSIE VERVREEM WORD NIE

Die bystand waarvoor die Fonds voorsiening maak, mag nie oorgedra word nie, en alle bystand wat 'n begunstigde uit die Fonds verkry, word onmiddellik vir 'n tydperk van drie maande opgeskort indien hy of sy poog om sy of haar reg oor te maak, oor te dra of op 'n ander wyse te sedeer of te verpand of te verhipotekeer.

13. CLAIMS

(1) Claims for sick pay benefits from the Fund shall be lodged with the Fund on the form prescribed by the Management Committee from time to time, and shall be accompanied by a detailed medical certificate in the form prescribed. The cost of the medical certificate shall be borne by the applicant concerned; provided, however, that the Management Committee may require an independent medical examination, the cost of which shall be a charge upon the Fund.

(2) No claim shall be recognised by the Fund if not submitted within 30 days after the first absence from employment on account of illness and if the applicant has failed to act upon proper medical advice, nor will payment be made for any prior period of more than three days before the applicant first interviewed his medical practitioner.

14. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

Subject to the general direction of the Executive Committee of the Council and the terms of this Agreement, the Management Committee shall have full control of the affairs of the Fund and in particular may—

(a) engage staff to assist in the administration of the fund, fix their remuneration and define their duties;

(b) refuse any, or all benefits to applicants who have acted in a manner calculated or reasonably likely to injure the interests of the Fund; provided that such applicant shall be permitted to appear before the Management Committee to state his case;

(c) sanction expenditure from the Fund.

(d) take steps to enforce payment of contributions of any sums due to the Fund;

(e) where any beneficiary has in its opinion drawn excessive benefits, cause an enquiry to be instituted and withhold such further benefits for such periods as it may determine.

15. RESERVATIONS

Notwithstanding anything contained in this Agreement—

(a) the Management Committee shall have discretionary power to grant additional assistance to employees in case of hardship arising from illness and may grant special relief to employees by means of pecuniary grants, loans, or otherwise, on such conditions as it may from time to time determine;

(b) the Management Committee may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such periods as it may determine. Applications for exemption shall be made to the Secretary of the Council.

(c) Any employer may, in respect of his employees employed in the industry (or any of them) who are in receipt of a basic weekly wage of not less than R11 make application to the Fund to accept contributions from himself and such employees in accordance with clause 17 of this Agreement. Upon such application the Management Committee may agree under such conditions as it may determine to receive contributions from that employer and those employees while employed by the same employer, and subject to such variations as may be prescribed by the Management Committee, the provisions of the Agreement shall thereupon *mutatis mutandis* apply to the employer and employees concerned and be observed by them as though applied by clause 1 of this Agreement.

16. SICK PAY BENEFITS

(a) Subject to paragraphs (b) to (m) of this clause, sick pay benefits shall be payable to employees as follows:—

(i) Employees other than apprentices and/or employees accepted under clause 15 (c).

Wage group	Sick pay benefits; Continuous incapacity or illness—Absences from work
	1st week to 26th week inclusive
Over 95 cents per hour.....	R25.00 per week
Over 86 cents per hour and up to 95 cents.....	R21.00 per week
Over 83 cents per hour and up to 86 cents.....	R20.00 per week
Over 80 cents per hour and up to 83 cents.....	R19.00 per week
Over 57 cents per hour and up to 80 cents.....	R16.00 per week
Over 42 cents per hour and up to 57 cents.....	R14.00 per week

13. EISE

(1) Eise vir siektebystand uit die Fonds moet op die vorm wat van tyd tot tyd deur die Bestuurskomitee voorgeskryf word, by die Fonds ingedien word en moet vergesel gaan van 'n breedvoorige geneeskundige sertifikaat in die voorgeskrewe vorm. Die koste verbonde aan die geneeskundige sertifikaat, moet deur die betrokke applikant gedra word; met dien verstande dat die Bestuurskomitee 'n onafhanklike geneeskundige ondersoek mag vereis waarvan die koste teen die Fonds in rekening gebring moet word.

(2) Geen eis word deur die Fonds erken nie indien dit nie binne 30 dae na die eerste dag waarop die werknemer van sy werk afwesig is weens siekte, ingedien word nie en indien die applikant versuim het om volgens behoorlike geneeskundige advies te handel, en daar word ook geen bedrag vir enige tydperk van meer as drie dae voordat die applikant vir die eerste maal sy geneeskundige praktisyn geraadpleeg het, uit die Fonds betaal nie.

14. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE

Behoudens die algemene voorskrifte van die Uitvoerende Komitee van die Raad en die bepalinge van hierdie Ooreenkoms, het die Bestuurskomitee volle beheer oor die sake van die Fonds en mag hy in die besonder—

(a) personeel aanstel om te help met die administrasie van die Fonds, hul besoldiging vasstel en hul pligte omskryf;

(b) enige bystand of alle bystand weier in die geval van applikante wat gehandel het op 'n manier wat daarop bereken is om die Fonds te skaad of wat na alle redelike waarskynlikheid die belange van die Fonds sal skaad; met dien verstande dat sodanige applikant toegelaat moet word om voor die Bestuurskomitee te verskyn en sy saak te stel;

(c) uitgawes uit die Fonds goedkeur;

(d) stappe doen om die betaling van bydraes of enige som wat aan die Fonds verskuldig is, af te dwing;

(e) ondersoek laat instel in gevalle waar 'n begunstigde na sy mening te veel bystand ontvang het en sodanige verdere bystand terughou vir dié tydperke wat hy mag bepaal.

15. VOORBEHOUDSBEPALINGS

Ondanks andersluidende bepalinge in hierdie Ooreenkoms—

(a) het die Bestuurskomitee die diskresionêre bevoegdheid om addisionele hulp aan werknemers te verleen in gevalle van moeilikhede as gevolg van siekte en om spesiale hulp aan werknemers te verleen deur middel van geldelike toekennings, lenings of op 'n ander manier, en wel op dié voorwaardes wat hy van tyd tot tyd bepaal;

(b) kan die Bestuurskomitee vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen op dié voorwaardes en vir dié tydperke wat hy mag bepaal.

Aansoek om vrystelling moet aan die Sekretaris van die Raad gerig word.

(c) 'n Werkgewer mag ten opsigte van enigeen van sy werknemers wat in die Nywerheid werksaam is en wat 'n basiese weekloon van minstens R11 ontvang, aansoek by die Fonds doen om bydraes van homself en sodanige werknemers aan te neem ooreenkomstig die bepalinge van klousule 17 van hierdie Ooreenkoms. By ontvangs van sodanige aansoek, kan die Bestuurskomitee op dié voorwaardes wat hy mag bepaal, daarmee instem om bydraes van daardie werkgewer en daardie werknemers aan te neem terwyl hulle by dieselfde werkgewer in diens is, en die bepalinge van die Ooreenkoms is, behoudens dié afwykings wat die Bestuurskomitee mag voorskryf, daarna *mutatis mutandis* van toepassing op die betrokke werkgewer en werknemers, wat sodanige bepalinge moet nakom asof dit by klousule 1 van hierdie Ooreenkoms op hulle van toepassing gemaak is.

16. SIEKTEBYSTAND

(a) Behoudens paragraaf (b) tot (m) van hierdie klousule, is siektebystand soos volg aan werknemers betaalbaar:—

(i) Werknemers, uitgesonderd vakleerlinge en/of werknemers wat ingevolge klousule 15 (c) aangeneem is.

Loongroep	Siektebystand—Ononderbroke ongeskiktheid of siekte—Afwesigheid van werk
	1ste tot en met 26ste week
Meer as 95 sent per uur.....	R25.00 per week
Meer as 86 sent en tot 95 sent per uur	R21.00 per week
Meer as 83 sent en tot 86 sent per uur	R20.00 per week
Meer as 80 sent en tot 83 sent per uur	R19.00 per week
Meer as 57 sent en tot 80 sent per uur	R16.00 per week
Meer as 42 sent en tot 57 sent per uur	R14.00 per week

- (ii) Apprentices and/or employees accepted under clause 15 c).

Wage group	Sick pay benefits: Continuous incapacity or illness—Absences	
	1st to 26th week inclusive	
Over R30.00 per week.....	R25.00	
Over R33.00 per week and up to R38.00.....	R21.00	
Over R28.00 per week and up to R33.00.....	R20.00	
Over R23.00 per week and up to R28.00.....	R19.00	
Over R19.00 per week and up to R23.00.....	R16.00	
Over R15.00 per week and up to R19.00.....	R14.00	
Over R13.00 per week and up to R15.00.....	R12.00	
R11.00 per week and up to R13.00	R10.00	

(b) No sick pay benefit shall be payable for incapacity or absence from work on account of illness for less than three consecutive working days. Sick pay benefits for days of absence on account of sickness numbering less than a complete week shall be paid pro rata to the number of days of such absence.

For the purposes of calculating these pro rata amounts a week shall constitute five consecutive working days for five day working week employees and six consecutive working days for six day working week employees.

(c) No sick pay benefits shall be payable in respect of paid public holidays specified in the Agreement for the Industry or in respect of any portion of the annual leave period for which an employee receives holiday pay, but an employee shall become entitled to benefits as from the date he or she was due to commence work, giving due consideration to the fact that no payment is made in respect of the first three days of any sickness or accident as set out in paragraph (b) above.

Where an employee works a portion of the shift on the day he is first absent it shall count as a day of absence due to sickness, and that portion of the shift which is to be regarded as qualifying shift shall be paid for by the Fund.

(d) No sick pay shall be payable for any illness or disablement falling within the provisions of the Workmen's Compensation Act, 1941.

(e) No sick pay benefits shall be payable to female employees in respect of absence from work due to pregnancy or confinements.

(f) No sick pay benefits shall be paid to an employee in respect of the following:—

(i) Insanity, mental disorders or neurosis, alcoholism, the use of narcotics, venereal disease, self-injury, attempted suicide.

(ii) Engaging in hunting, mountaineering, or racing on wheels, professional sport, motor-cycling other than motor-cycling to and from employee's normal work.

(iii) The performance of any unlawful act, service in the armed forces, flight or attempted flight in any aircraft except as a fare-paying passenger on a regular schedule airline.

(iv) Injury inflicted by any military or usurped power, whether or not there has been a declaration of war, or due to riots or civil commotion or engaging in fighting.

(v) Unless he observed all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness.

(vi) In respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the Fund, or any illness directly connected with such ailment.

(vii) Whilst undergoing special treatments recommended by persons other than a registered medical practitioner.

(viii) If he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation.

(ix) Any other activities not connected with his or her normal work as defined by the Management Committee.

- (ii) Vakleerlinge en/of werknemers wat ingevolge klousule 15 (c) aangeneem is.

Loongroep	Siektebystand—Ononderbroke ongeskiktheid of siekte—Afwesigheid van werk	
	1ste tot en met 26ste week	
Meer as R38 per week.....	R25.00	
Meer as R33.00 per week en tot R38.00.....	R21.00	
Meer as R28.00 per week en tot R33.00.....	R20.00	
Meer as R23.00 per week en tot R28.00.....	R19.00	
Meer as R19.00 per week en tot R23.00.....	R16.00	
Meer as R15.00 per week en tot R19.00.....	R14.00	
Meer as R13.00 per week en tot R15.00.....	R12.00	
R11.00 per week en tot R13.00....	R10.00	

(b) Geen siektebystand vir ongeskiktheid of afwesigheid van werk weens siekte vir minder as drie agtereenvolgende werkdade is betaalbaar nie. Siektebystand vir dié dae afwesigheid weens siekte wat minder is as 'n volle week, word *pro rata* volgens die getal dae van sodanige afwesigheid betaal.

Vir die berekening van hierdie *pro rata*-bedrae bestaan 'n week uit vyf agtereenvolgende werkdade vir werknemers wat vyf dae per week werk en uit ses agtereenvolgende werkdade vir werknemers wat ses dae per week werk.

(c) Geen siektebystand is ten opsigte van openbare vakansiedae met besoldiging soos in die Ooreenkoms vir die Nywerheid gespesifiseer of ten opsigte van 'n gedeelte van die jaarlikse verloftydperk waarvoor 'n werknemer vakansiebesoldiging ontvang, betaalbaar nie, maar 'n werknemer word op voordele geregtig met ingang van die datum waarop hy of sy weer moes begin werk, met behoorlike inagneming van die feit dat geen betaling ten opsigte van die eerste drie dae van enige siekte of ongeluk soos in paragraaf (b) hierbo bedoel, geskied nie.

Waar 'n werknemer op die dag waarop hy vir die eerste maal afwesigheid is, 'n gedeelte van 'n skof werk, word sodanige afwesigheid getel as 'n dag afwesigheid weens siekte, en die Fonds moet betaal vir daardie gedeelte van die skof wat as 'n kwalifiserende skof beskou moet word.

(d) Geen siektebystand vir enige siekte of ongeskiktheid wat binne die bepalings van die Ongevallewet, 1941, val, is betaalbaar nie.

(e) Geen siektebystand is ten opsigte van afwesigheid weens swangerskap of 'n bevalling aan vroulike werknemers betaalbaar nie.

(f) Geen siektebystand word ten opsigte van die volgende aan 'n werknemer betaal nie:—

(i) Kranksinnigheid, geestesgebreke of neurose, alkoholisme, die gebruik van verdovingsmiddels, veneriese siekte, selfbesering, gepoogde selfmoord.

(ii) Deelname aan 'n jag, bergklimmerij, wedrenne op wiele, professionele sport, motorfietsry, uitgesonderd die gebruik van 'n motorfiets na en van 'n werknemer se gewone werk.

(iii) Die pleging van 'n onwettige daad, diens in die gewapende magte, 'n vlug of gepoogde vlug in 'n vliegtuig, uitgesonderd as 'n betalende passasier in 'n vliegtuig wat volgens 'n gereelde tydtafel vlieg.

(iv) Besering toegedien deur 'n militêre of usurperende mag, afgesien daarvan of daar oorlog verklaar is of nie, of besering weens opstootjies of burgerlike beroering of besering opgedoen in gevegte.

(v) Tensy hy alle redelike opdragte of aanbevelings van sy geneesheer nagekom het ten einde die voortbestaan of hervoorkoms van 'n siekte te voorkom.

(vi) Ten opsigte van enige wanskapijheid, chroniese siekte of ander kwaal waaraan hy gely het toe hy lid van die Fonds geword het, of enige siekte wat regstreeks met sodanige kwaal in verband staan.

(vii) Terwyl hy spesiale behandeling ondergaan wat aanbeveel is deur iemand anders as 'n geregistreerde geneeskundige praktisyn.

(viii) As hy 'n besering, hetsy opsetlik of per ongeluk, opdoen waarvoor 'n derde party vergoeding moet betaal en dit wel betaal.

(ix) Enige ander werksaamhede wat nie met sy of haar gewone werk soos deur die Bestuurskomitee omskryf, in verband staan nie.

(g) No sick pay benefits shall be payable to employees during the period they are entitled to receive unemployment benefits falling within the scope of the Unemployment Insurance Act.

(h) An employee engaged subsequently to the date of coming into operation of this Agreement shall not be eligible for sick pay benefits until 13 weeks' contributions have been made to the Fund by him or her: Provided that previous contributions terminated by a period of unemployment or a change of employer within the industry shall count as qualifying contributions.

(i) Employees on leaving the industry shall immediately cease to be entitled to sick pay benefits.

(j) An employee leaving the industry and subsequently returning to the industry shall after 13 weekly contributions have been made to the fund by him or her be eligible for sick pay benefits.

(k) No sick pay benefits shall be payable in respect of continuous periods of absence exceeding 26 weeks until such time as the employee shall have completed a further 52 weeks of employment, and for purposes of this section absences separated from each other by less than 26 weeks shall be deemed to be continuous.

(l) No member shall engage in employment, whether for remuneration or not during the period he is in receipt of benefits.

(m) Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Management Committee, he shall refund the benefits received.

17. CONTRIBUTIONS

Each employer shall each week deduct from the wages of his employees covered by this Agreement the amount indicated in the Schedule hereinafter set out. To the amount thus deducted the employer shall add an equal amount and forward to the Secretary of the Council, not later than the 15th day of each month the total sum for the month preceeding, together with the form to be prescribed by the Management Committee from time to time. Cheques should be made payable to the "Sick Pay Fund".

(i) Employees other than apprentices and/or employees accepted under clause 15 (c).

Wage group	Amount per week Cents
Over 95 cents per hour.....	20
Over 86 cents per hour and up to 95 cents.....	17
Over 83 cents per hour and up to 86 cents.....	15
Over 80 cents per hour and up to 83 cents.....	13
Over 57 cents per hour and up to 80 cents.....	12
Over 42 cents per hour and up to 57 cents.....	10

(ii) Apprentices and/or employees accepted under clause 15 (c)

Wage group	Amount per week Cents
Over R38.00 per week.....	20
Over R33.00 per week and up to R38.00.....	17
Over R28.00 per week and up to R33.00.....	15
Over R23.00 per week and up to R28.00.....	13
Over R19.00 per week and up to R23.00.....	12
Over R15.00 per week and up to R19.00.....	10
Over R13.00 per week and up to R15.00.....	9
From R11.00 per week and up to R13.00.....	8

18. EMPLOYEE'S IDENTIFICATION CARD

1. An employee's identification card shall be issued by the Council to each employee contributing to the Sick Pay Fund as evidence of his or her Registration as a contributor and such card shall not be transferable.

2. These cards shall remain the property of the fund and shall be surrendered to the Council when an employee ceases to contribute to the fund.

3. A record card in the form to be prescribed by the Management Committee from time to time shall be issued to the employer in respect of each employee who is a contributor to the fund, to be retained by the employer until the employee ceases to be employed by him, whereupon the employer shall complete the card and immediately return it to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 805-807 "Monte Carlo", Heerengracht, Fore-shore, Cape Town.

(g) Geen siektebystand is aan werknemers gedurende die tydperk wat hulle daarop geregtig is om werkloosheidsvoordele te ontvang wat binne die bestek van die Werkloosheidsversekeringswet val, betaalbaar nie.

(h) 'n Werknemer wat na die datum van inwerkingtreding van hierdie Ooreenkoms in diens geneem word, kom nie vir siektebystand in aanmerking nie totdat hy of sy 13 weke se bydraes tot die Fonds betaal het; met dien verstande dat vorige bydraes wat beëindig is deur 'n tydperk van werkloosheid of 'n verandering van werkgever binne die Nywerheid, as kwalifiserende bydraes tel.

(i) Werknemers wat die Nywerheid verlaat, hou onmiddellik op om geregtig op siektebystand te wees.

(j) 'n Werknemer wat die Nywerheid verlaat en later tot die Nywerheid terugkeer, is op siektebystand geregtig nadat hy of sy 13 weke se bydraes tot die Fonds betaal het.

(k) Geen siektebystand ten opsigte van ononderbroke tydperke van afwesigheid van langer as 26 weke is betaalbaar nie tot tyd en wyl die werknemer 'n verdere 52 weke diens voltooi het, en vir die toepassing van hierdie klousule word afwesighede wat deur minder as 26 weke van mekaar geskei is, geag aaneenlopend te wees.

(l) Geen lid mag, gedurende die tydperk wat hy bystand ontvang, by iemand in diens wees nie, hetsy teen besoldiging of nie.

(m) Indien 'n lid gedurende die tydperk wat hy bystand ontvang, 'n lonende beroep beklee sonder die toestemming van die Bestuurskomitee, moet hy die bystand wat hy ontvang het, terugbetaal.

17. BYDRAES

Elke werkgever moet elke week van die loon van sy werknemers op wie hierdie Ooreenkoms van toepassing is, die bedrag aftrek wat in onderstaande lys genoem word. By die bedrag aldus afgetrek, moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag vir die vorige maand voor of op die 15de dag van elke maand aan die Sekretaris van die Raad stuur saam met die vorm wat van tyd tot tyd deur die Bestuurskomitee voorgeskrif word. Tjeks moet aan die „Siektebystandsfonds" betaalbaar gemaak word.

(i) Werknemers, uitgesonderd vakleerlinge en/of werknemers wat ooreenkomstig klousule 15 (c) aangeneem is.

Loongroep	Bedrag per week Sent
Meer as 95 sent per uur.....	20
Meer as 86 sent per uur en tot 95 sent.....	17
Meer as 83 sent per uur en tot 86 sent.....	15
Meer as 80 sent per uur en tot 83 sent.....	13
Meer as 57 sent per uur en tot 80 sent.....	12
Meer as 42 sent per uur en tot 57 sent.....	10

(ii) Vakleerlinge en/of werknemers wat ingevolge klousule 15 (c) aangeneem is.

Loongroep	Bedrag per week Sent
Meer as R38 per week.....	20
Meer as R33.00 per week en tot R38.00.....	17
Meer as R28.00 per week en tot R33.00.....	15
Meer as R23.00 per week en tot R28.00.....	13
Meer as R19.00 per week en tot R23.00.....	12
Meer as R15.00 per week en tot R19.00.....	10
Meer as R13.00 per week en tot R15.00.....	9
Van R11.00 per week en tot R13.00.....	8

18. IDENTIFIKASIEKAART VIR WERKNEMER

1. 'n Werknemersidentifikasiekaart moet deur die Raad aan elke werknemer wat tot die Siektebystandsfonds bydrae, uitgereik word as bewys dat hy of sy as 'n bydraer geregistreer is, en sodanige kaart is nie oordraagbaar nie.

2. Hierdie kaarte bly die eiendom van die Fonds en moet aan die Raad terugbesorg word wanneer 'n werknemer nie meer tot die Fonds bydra nie.

3. 'n Registerkaart in die vorm wat van tyd tot tyd deur die Bestuurskomitee voorgeskrif word, moet aan die werkgever uitgereik word ten opsigte van elke werknemer wat tot die Fonds bydra, en sodanige kaart moet deur die werkgever bewaar word totdat die werknemer nie meer by hom in diens is nie, en in so 'n geval moet die werkgever die kaart invul en dit onmiddellik terugstuur aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Diensnywerheid (Kaap) „Monte Carlo" 805-807, Heerengracht, Strandgebied, Kaapstad.

19. INDEMNITY

The members of the Management Committee and the officers and employees to the fund 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 bona fide discharge of their duties.

20. DISPUTES

Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the fund, which the Management Committee is unable to settle shall be referred to the Council for a decision and any contributor shall have the right to appeal to the Council against a decision of the Management Committee.

Signed at Cape Town for and on behalf of the parties on this 6th day of June 1968.

H. LERNER, for *Chairman*,
A. P. BUTLER, *Vice-Chairman*.
W. R. PENGELLY, *Secretary*.

No. R. 2158 22 November 1968

Factories, Machinery and Building Work Act, 1941

Electrical Contracting and Servicing Industry, Cape

I, Marais Viljoen, Minister of Labour, in terms of section 54 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement published under Government Notice No. R. 2157 of 22 November 1968, may be binding in terms of the Industrial Conciliation Act, 1956, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the first-mentioned Act in respect of employees who are entitled to sick benefits in terms of the said Agreement.

M. VILJOEN,
Minister of Labour.

No. R. 2159 22 November 1968

Industrial Conciliation Act, 1956

Electrical Contracting and Servicing Industry, Cape

Renewal of Health Fund and Agreement

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notice No. 1215 of 27 July 1962, to be effective as from the date of publication of this notice and for the period ending two years from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

19. VRYWARING

Die lede van die Bestuurskomitee en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en word hierby deur die Fonds gevestig teen alle verliese en uitgawes wat hulle in of in verband met die bona fide uitvoering van hul pligte aangaan.

20. GESKILPUNTE

Alle geskilpunte in verband met die uitleg, betekenis of bedoeling van enigeen van die bepalings van hierdie Ooreenkoms of in verband met die administrasie van die Fonds, waaroor die Bestuurskomitee nie tot 'n beslissing kan geraak nie, moet na die Raad verwys word vir 'n beslissing, en enige bydraer het die reg om by die Raad appél aan te teken teen 'n beslissing van die Bestuurskomitee.

Op hede die 6de dag van Junie 1968 vir en namens die partye te Kaapstad onderteken.

H. LERNER, vir *Voorsitter*.
A. P. BUTLER, *Ondervoorsitter*.
W. R. PENGELLY, *Sekretaris*.

No. R. 2158 22 November 1968

Wet op Fabriek, Masjinerie en Bouwerk, 1941

Elektrotegniese Aannemings- en Bedieningsnywerheid, Kaap

Ek, Marais Viljoen, Minister van Arbeid, stel hierby ingevolge artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2157 van 22 November 1968 kragtens die Wet op Nywerheidsversoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van eersgenoemde Wet ten opsigte van werknemers wat ingevolge genoemde Ooreenkoms op siektevoordele geregig is.

M. VILJOEN,
Minister van Arbeid.

No. R. 2159 22 November 1968

Wet op Nywerheidsversoening, 1956

Elektrotegniese Aannemings- en Bedieningsnywerheid, Kaap

Hernuwing van Gesondheidsfondsooreenkoms

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewing No. 1215 van 27 Julie 1962 van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing eindig.

M. VILJOEN,
Minister van Arbeid.

No. R. 2160

22 November 1968

**INDUSTRIAL CONCILIATION ACT, 1956
ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE
AMENDMENT OF HEALTH FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement), which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown.

M. VILJOEN,
Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)

AGREEMENT

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

Electrical Contractors Association (South Africa);
Electrical Engineering and Allied Industries Association
and the
Radio, Refrigeration and Electrical Appliance Association
of South Africa

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

Amalgamated Engineering Union of South Africa
and

South African Electrical Workers' Association
(hereinafter referred to as "the employees" or "the trade unions"),
of the other part,

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), to amend the Agreement published under Government Notice No. 1215 of the 27th July 1962, and renewed by Government Notices Nos. R. 1512, R. 1531 and R. 2159 of the 1st October 1965, 29 September 1967 and the 22nd November 1968, respectively (hereinafter referred to as the "Health Fund Agreement") as follows:—

1. Clause 5 of the Health Fund Agreement is hereby amended by the substitution in subclause (3) of the words "R1.25 (one rand twenty-five cents)" for the words "R1.00 (one rand)".

2. Clause 7 of the Health Fund Agreement is hereby amended by the substitution in subclause (1) of the words "50 cents" for the words "25 cents".

Signed at Cape Town on behalf of the parties this sixth day of June 1968.

H. LERNER,
Duly Authorised Representative.
A. P. BUTLER,
Vice-Chairman,
W. R. PENGELLY,
Secretary.

No. R. 2160

22 November 1968

**WET OP NYWERHEIDSVERSOENING, 1956
ELEKTROTEGNIJSE AANNEMINGS- EN
BEDIENINGSNYWERHEID, KAAP
WYSIGING VAN GESONDHEIDSFONDS-
OOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad.

M. VILJOEN,
Minister van Arbeid.

BYLAE

**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE
AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)
OOREENKOMS**

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

Electrical Contractors' Association (South Africa),
Electrical Engineering and Allied Industries Association;
en die
Radio, Refrigeration and Electrical Appliance Association
of South Africa

(hieronder die „werkgewers” of die „werkgewersorganisasie” genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa
en die

South African Electrical Workers' Association
(hieronder die „werknemers” of die „vakverenigings” genoem),
aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1215 van 27 Julie 1962 en hernieu by Goewermentskennisgewings Nos. R. 1512, R. 1531 en R. 2159, onderskeidelik van 1 Oktober 1965, 29 September 1967 en 22 November 1968 (hieronder die „Gesondheidsfondsooreenkoms” genoem), soos volg te wysig:—

1. Klousule 5 van die Gesondheidsfondsooreenkoms word hierby gewysig deur in subklousule (3) die woorde „R1.00 (een rand)” deur die woorde „R1.25 (een rand en vyf-en-twintig sent)” te vervang.

2. Klousule 7 van die Gesondheidsfondsooreenkoms word hierby gewysig deur in subklousule (1) die woorde „25 sent” deur die woorde „50 sent” te vervang.

Op hede die sesde dag van Junie 1968 namens die partye te Kaapstad onderteken.

H. LERNER,
Behoorlike Gemagtigde Verteenwoordiger.
A. P. BUTLER,
Ondervoorsitter.
W. R. PENGELLY,
Sekretaris.

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