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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1700

5 September 1975

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIESE AANNEMINGS-EN-BEDIENINGSNYWERHEID, KAAP.—GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS

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-bediensnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf 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; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) (a) en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf 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 gebiede gespesifiseer in klousules 2 (1) (b) van genoemde Ooreenkoms.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIESE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)

OOREENKOMS

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

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa

39410—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1700

5 September 1975

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—GROUP LIFE AND PROVIDENT 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, with effect from the second Monday after the date of publication of this notice and for the period ending five 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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) (a) and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five 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 areas specified in clause 2 (1) (b) of the said Agreement.

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 Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa

4837—1

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

Amalgamated Engineering Union of South Africa

die

South African Electrical Workers' Association

en die

Electrical and Allied Trades Union of South Africa

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

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

1. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir vyf jaar vanaf daardie datum of vir 'n tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word in die Elektrotegniese Aannemings-en-bediensnywerheid—

(a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en vakverenigings is;

(b) in die landdrostrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrostrik Somerset-Wes wat voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrostrik Wynberg geval het], Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrostrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrostrik Bellville geval het en in daardie gedeelte van die landdrostrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 661 van 19 April 1974 binne die landdrostrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrostrik Bellville geval het.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Elektrotegniese Aannemingseksie van die Nywerheid.

(3) Hierdie Ooreenkoms is nie van toepassing nie op enige werknemer wat op 13 Desember 1971 of daarna 'n deelnemer was in of lid geword het van enige fonds wat voorsorg- en/of pensioenbystand verskaf, wat op genoemde datum bestaan het (en waarin die werkgewer van daardie werknemer op genoemde datum 'n deelnemer was) of op die werkgewer van daardie werknemer slegs vir solank die Fonds aanhou bestaan en sowel die werkgewer as die werknemer deelnemers daarin is: Met dien verstande dat 'n fonds wat alleenlik vir betaling van bystand by afsterwe voorsiening maak, nie vir die toepassing van hierdie Ooreenkoms geag word 'n pensioen- of voorsorgfonds te wees nie.

(4) Ondanks subklousule (3), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van enige werknemer wat nie gedek word of nie meer gedek word nie deur enige fonds wat in daardie subklousule vermeld word.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet en waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige Wet; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer in diens kragtens 'n leerlingskontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is, en sluit 'n minderjarige in wat ingevolge genoemde Wet op proef in diens is, of wat ingevolge 'n skriftelike leerlingskontrak dien wat deur die Raad erken word;

"Raad" die Nywerheidsraad vir die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap);

"Elektrotegniese Aannemings-en-bediensnywerheid (Kaap)" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

(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 alle bedrading, kabellawerk en die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

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

Amalgamated Engineering Union of South Africa

the

South African Electrical Workers' Association

and the

Electrical and Allied Trades Union of South Africa

(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. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period of five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Electrical Contracting and Servicing Industry—

(a) by all employers and employees who are members of the employers' organisations and trade unions respectively;

(b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial Districts of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial District of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall not apply to employers and employees engaged or employed in the Electrical Contracting Section of the Industry.

(3) The terms of this Agreement shall not apply to any employee who was on 13 December 1971 or thereafter becomes a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such Fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for purposes of this Agreement.

(4) Notwithstanding the provisions of subclause (3), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by a fund referred to in that subclause.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, 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;

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

"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) 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 alle bedrading, kabellaswerk en die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig 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 gepaard gaan met die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaswerk en die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, 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 die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

en vir die toepassing van hierdie omskrywing omvat "elektriese uitrusting"—

(i) elektriese kables en bogronde lyne;

(ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, vries- en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oond-uitrusting, radiotoestelle en verwante elektriese apparaat, sein-uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat in die bediening van radio- of elektroniese uitrusting toegepas word;

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 voornoemde uitrusting of samestellende dele daarvan;

(ii) die bedrading of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehore, hetsy permanent geïnstalleer of nie;

(iii) die vervaardiging, herstel en bediening van motorvoertuig-batterye;

(iv) die vervaardiging, herstel en bediening van tikmasjiene en kantoortoestelle;

(v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

"Elektrotegniese Aannemingseksie" daardie seksie van die Nywerheid waarin werkgewers en werknemers betrokke is by of in diens is vir die bedrading, installering en onderhoud in of op geboue, van verligtings-, verwarmings- of ander vaste elektriese toebehore;

"elektroisiën" '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;
kabellaswerk;
elektriese toestelle bou en/of inmeekaarsit en/of herstel;
elektriese installering;
elektriese instrumentvervaardiging en -herstelwerk;
aanleg van elektriese bogronde lyne;
elektriese bedrading;
elektromediese toestelle en X-straaluitrusting—installering en/of onderhoud en/of bediening en/of vervaardiging; 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 "elektroisiën" in hierdie klousule opgenoem word;

"werknemer" 'n werknemer wat enigeen van die klasse werk verrig wat ingedeel is teen 'n tarief van minstens 76c per uur in enige ooreenkoms wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Bedieningseksie van die Elektrotegniese Aannemings-en-bediensnywerheid, Kaap, van krag is, met inbegrip van enige ooreenkoms wat daarop volg en/of enige verlengings en/of enige wysigings daarvan, en omvat dit 'n vakleerling ongeag sy loonskaal;

"bedryfsinrigting" 'n plek waar die Nywerheid of enige deel daarvan (soos hierin omskryf) uitgeoefen word;

(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 purposes 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 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 purposes 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;

"Electrical Contracting Section" means that section of the Industry in which employers and employees are engaged or employed in the wiring, installation and maintenance of lighting, heating or other permanent electrical fixtures in or on buildings;

"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 an employee employed on any of the classes of work scheduled at a rate of not less than 76c per hour in any agreement operative in the Servicing Section of the Electrical Contracting and Servicing Industry, Cape, at the date of coming into force of this Agreement, including any succeeding agreements and/or any extensions and/or amendments thereof and includes an apprentice irrespective of his wage rate;

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

"Fonds" die Groepslewe- en Voorsorgfonds vir die Metaal-nywerhede wat op 28 Augustus 1957 ingestel is;

"onderhoud en/of herstel en/of bediening" werk wat gedoen word om elektriese installasies en/of uitrusting te onderhou;

"Bestuurskomitee" die Bestuurskomitee wat die Raad ingevolge sy konstitusie aanstel;

"pensioengewende besoldiging" die werklike loon betaalbaar aan 'n werknemer deur die werkgever elke week ten opsigte van die gewone ure wat sodanige werknemer gedurende sodanige week in die skofte van die betrokke bedryfsinrigting gewerk het, met inbegrip van geld betaalbaar ingevolge enige ooreenkoms of kragtens enige wet maar uitgesonderd bedrae betaal ten opsigte van oortydwerk, skof- en ander toelaes en vakansieverlofbonusse.

4. LIDMAATSKAP

Ingelyste werknemers en nie-ingelyste werknemers wat bydra en ten opsigte van wie die werkgevers bydraes betaal, is lede van die Fonds.

Vir die toepassing van hierdie klousule en klousule 5 van hierdie Ooreenkoms beteken "ingelyste werknemer" 'n werknemer soos in klousule 3 van hierdie Ooreenkoms omskryf, en "nie-ingelyste werknemer", behoudens die voorbehoedsbepaling van klousule 5 (3), enige ander werknemer in diens by die werkgever.

5. BYDRAES

(1) Werkgevers moet bydraes betaal met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms soos hierna voorgeskryf.

(2) Die werkgever moet elke week van die verdienste van elkeen van sy werknemers 'n bedrag gelyk aan 5 persent van die pensioengewende besoldiging van sodanige werknemers aftrek.

(3) Bydraes wat bereken is ooreenkomstig subklousule (2), kan na goedvinde van die werkgever afgetrek word van die verdienste van "nie-ingelyste werknemers" op skriftelike aansoek van sodanige werknemers: Met dien verstande dat sodanige werknemers 'n loon van minstens 76c per uur ontvang of besoldiging wat, uitgesonderd oortydbesoldiging, gelyk is aan minstens 76c per uur.

(4) By die bedrae wat ooreenkomstig subklousules (2) en (3) afgetrek word, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, voor of op die 15de dag van die maand wat onmiddellik daarop volg, aan die Sekretaris van die Raad, Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad, stuur, tesame met 'n staat in dié vorm wat die Raad van tyd tot tyd mag voorskryf.

Vir die toepassing van hierdie klousule beteken "skof" die werktydperk wat 'n werknemer gewoonlik in 'n tydperk van 24 uur werk.

(5) Geen aftrekkings moet gemaak of bydraes betaal word ten opsigte van tydperke van afwesigheid met verlof sonder besoldiging, en afwesigheid weens siekte, besering of diens in militêre opleiding waar geen betaling ingevolge enige ooreenkoms of kragtens enige wet deur die werkgever aan die werknemer verskuldig is nie.

(6) Alle bydraes wat deur die Raad ontvang word, moet aan die Fonds betaal word.

(7) Indien enige bedrag wat ingevolge hierdie klousule verskuldig is, nog nie deur die Raad ontvang is teen die 15de dag van die maand wat volg op die maand waarvoor dit betaalbaar is nie, moet die werkgever rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald oorbly, bereken teen een persent per maand of deel daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad na sy eie absolute goedvinde die reg het om betaling van sodanige rente of 'n deel daarvan kwyt te skeld.

6. ADMINISTRASIE

(1) Die Fonds moet in ooreenstemming met die reëls van die Fonds geadminestreer word. Sodanige reëls mag nie onbestaanbaar wees met hierdie Ooreenkoms of die Wet nie en 'n eksemplaar van die reëls en wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) As die Raad ontbind word of ophou funksioneer terwyl die Ooreenkoms nog geldig is, moet die Bestuursraad wat ingevolge die konstitusie van die Fonds aangestel is, die funksies van die Raad oorneem sover dit die Ooreenkoms betref, en as die Bestuursraad nog nie aangestel is nie om een of ander rede onwillig is of nie in staat is om sodanige pligte na te kom nie, kan die Nywerheidsregistrator-trustees aanstel om die Raad se funksies uit te voer. Die Bestuursraad of die trustees aldus aangestel, beskik, vir die toepassing van hierdie Ooreenkoms, oor al die bevoegdhede van die Raad. Betaling (as daar is) vir die dienste van die trustees kom die Fonds ten laste.

"Fund" means the Metal Industries Group Life and Provident Fund established on 28 August 1957;

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

"Management Committee" means the Management Committee appointed by the Council in terms of its constitution;

"Pensionable remuneration" means the actual wages payable to an employee by the employer each week in respect of the ordinary hours worked by such employee in the shifts of the establishment concerned during such week, including moneys payable in terms of any agreement or under any law but excluding amounts paid in respect of overtime, shift and other allowances and holiday leave bonuses.

4. MEMBERSHIP

Scheduled employees and unscheduled employees who contribute and for whom employers make contributions shall be members of the Fund.

For the purposes of this clause and of clause 5 of this Agreement "scheduled employee" means an employee as defined in clause 3 of this Agreement and "unscheduled employee" means, subject to the proviso to clause 5 (3), any other employee in the employ of the employer.

5. CONTRIBUTIONS

(1) Contributions shall be made by the employers as from the date of coming into operation of this Agreement as prescribed hereunder.

(2) The employer shall each week deduct from the earnings of each of his employees an amount equal to 5 per cent of the pensionable remuneration of such employees.

(3) Contributions calculated in accordance with the provisions of subclause (2) may at the discretion of the employer be deducted from the earnings of "unscheduled employees" at their written request: Provided that such employees are receiving a wage of not less than 76c per hour or remuneration which, excluding overtime, is the equivalent of not less than 76c per hour.

(4) To the amounts deducted in terms of subclauses (2) and (3) the employer shall add an equal amount and shall forward the total amount payable in each month in terms of this clause to the Secretary of the Council, 807 Monte Carlo, Heerengracht, Foreshore, Cape Town, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

For the purposes of this clause "shift" means that period of work ordinarily worked by an employee in any period of 24 hours.

(5) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences due to sickness, injury on duty and on military training where no payment is due to the employee by the employer in terms of an agreement or under any law.

(6) All contributions received by the Council shall be paid to the Fund.

(7) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

6. ADMINISTRATION

(1) The Fund shall be administered in accordance with the rules of the Fund. Such rules shall not be inconsistent with this Agreement or the provisions of the Act, and a copy of the rules and amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of this Agreement. If the Board of Management has not been appointed or if it should be unable or unwilling to perform such duties the Industrial Registrar may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTE

'n Agent van die Raad is geregtig om enige bedryfsinrigting binne te gaan en kan die werkgever of enige werknemers onder-
vra, die registers inspekteer en navrae doen ten einde vas te
stel of hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan vrystelling van enigeen
van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris
van die Raad, Monte Carlo 807, Heerengracht, Strandgebied,
Kaapstad.

(3) Die Raad of Bestuurskomitee, na gelang van die geval,
moet die voorwaardes vasstel waarop die vrystelling verleen word
en kan, as hy dit goedgevind, nadat een week skriftelike kennis
aan die betrokke persoon gegee is, enige vrystellingsertifikaat
intrek, afgesien daarvan of die tydperk waarvoor die vrystelling
verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n eksemplaar van hierdie Ooreenkoms
in leesbare letters en in albei amptelike tale van die Republiek
op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 19de dag van Junie 1975
te Kaapstad onderteken.

C. SHIELD, Voorsitter.

R. D. SMITH, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

No. R. 1701

5 September 1975

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE AANNEMINGS-EN-BEDIE-
NINGSNYWERHEID, KAAP.—INTREKKING VAN
GOEWERMENSKENNISGEWINGS

Ek, Marais Viljoen, Minister van Arbeid, trek hierby
kragtens artikel 48 (5) van die Wet op Nywerheids-
versoening, 1956, Goewermenskenisgewings R. 2170 en
R. 2171 van 3 Desember 1971, R. 1802 en R. 1803 van
5 Oktober 1973 en R. 2366 en R. 2369 van 14 Desember
1973 in met ingang van die tweede Maandag na die
datum van publikasie van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

7. AGENTS

An agent of the Council shall be entitled to enter any establish-
ment and may question the employer or any employees, inspect
the records and make any enquiries for the purpose of ascer-
taining whether or not the terms of this Agreement are being
observed.

8. EXEMPTIONS

(1) The Council or Management Committee may grant exemp-
tion from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary
of the Council, 807 Monte Carlo, Heerengracht, Foreshore, Cape
Town.

(3) The Council or Management Committee, as the case may be,
shall fix the conditions subject to which exemption shall be valid,
and may, if it deems fit, after one week's notice in writing has
been given to the person concerned, withdraw any licence of
exemption, whether or not the period for which exemption was
granted has expired.

9. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspic-
uous place upon his premises a copy of this Agreement in
legible characters in both official languages of the Republic.

Signed at Cape Town on behalf of the parties on this 19th day
of June 1975.

C. SHIELD, Chairman.

R. D. SMITH, Vice-Chairman.

W. R. PENGELLY, Secretary.

No. R. 1701

5 September 1975

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE.—CANCELLATION OF
GOVERNMENT NOTICES

I, Marais Viljoen, Minister of Labour, hereby in terms
of section 48 (5) of the Industrial Conciliation Act, 1956,
cancel Government Notices R. 2170 and R. 2171 of
3 December 1971, R. 1802 and R. 1803 of 5 October
1973 and R. 2366 and R. 2369 of 14 December 1973 with
effect from the second Monday after the date of
publication of this notice.

M. VILJOEN, Minister of Labour.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-
Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1
tot 11, 1958-1968 en bevat artikels oor Akkerbou,
Ekologie, Graskunde, Genetika, Landbouplantkunde,
Landskapbestuur, Onkruidmiddels, Plantfisiologie,
Plantproduksie en -tegnologie, Pomologie, Tuinbou,
Weiding en Wynbou. Vier dele van die tydskrif word
per jaar gepubliseer.

Verdienselike landboukundige bydraes van oor-
spronklike wetenskaplike navorsing word vir plaasing in
hierdie tydskrif verwelkom. Voorskrifte vir die opstel
van sulke bydraes is verkrygbaar van die Direkteur,
Landbou-inligting, Privaatsak X144, Pretoria, aan wie
ook alle navrae in verband met die tydskrif gerig moet
word.

Die tydskrif is verkrygbaar van bogenoemde adres
teen 50 sent per eksemplaar of R2 per jaar, posvry
(buitelands 60 sent per eksemplaar of R2,40 per jaar).

AGROPLANTAE

This publication is a continuation of the South
African Journal of Agricultural Science Vol. 1 to 11,
1958-1968 and deals with Agronomy, Ecology, Agros-
tology, Genetics, Agricultural Botany, Landscape
Management, Herbicides, Plant Physiology, Plant
Production and Technology, Pomology, Horticulture,
Pasture Science and Viticulture. Four parts of the
journal are published annually.

Contributions of scientific merit on agricultural
research are invited for publication in this journal.
Directions for the preparation of such contributions are
obtainable from the Director, Agricultural Information,
Private Bag X144, Pretoria, to whom all communica-
tions in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned
address at 50 cents per copy or R2 per annum, post free
(foreign 60 cents per copy or R2,40 per annum).

Werk mooi daarmee.

Ons leef  daarvan

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Don't abuse  it.
water is for everybody

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INHOUD

Arbeid, Departement van
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