



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 2071

21 September 1979

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIESE NYWERHEID, NATAL.—OOREENKOMS VIR DIE ELEKTROTEGNIESE AANNEMINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir die werkewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (h), 9bis, 18 en 21 van Deel I en klousule 10 van Seksie 1 van Deel II, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir alle ander werkewers 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 gespesifieer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (h), 9bis, 18 en 21 van Deel I en klousule 10 van Seksie 1 van Deel II, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, in die gebiede gespesifieer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R. 2071

21 September 1979

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY, NATAL.—AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 December 1979, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation 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 (1) (a), 2, 9 (3) (h), 9bis, 18 and 21 of Part I and clause 10 of Section I of Part II, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 31 December 1979, 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 1 (1) (b) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Part I of the said Agreement and with effect from the first Monday after the date of publication of this notice and for the period ending 31 December 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (3) (h), 9bis, 18 and 21 of Part I and clause 10 of

mutatis mutandis bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE NYWERHEID (NATAL)

ELEKTROTEGNIESE AANNEMINGSEKSIE

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

Electrical Contractors' Association (South Africa) (hierna 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 (hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

DEEL I

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid—

- (a) wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is; en
- (b) wat betrokke is of in diens is in verband met—

(1) die munisipale gebied van Pietermaritzburg soos omskryf op 15 November 1952, en in die landdrosdistrikte Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Kliprivier, Lionsrivier, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto en Vryheid;

(2) Ondanks subklousule (1), is die Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarlangs gestel is nie;

(b) kwekelinge slegs vir sover dit nie strydig is met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens voorgeskryf is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerlinge, voorgeskryf kragtens die Wet op Vakleerlinge (Wet 37 van 1944), as die weekloon van sodanige werknemers geneem en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gwerk word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vassel en bly van krag vir 'n tydperk wat op 31 Desember 1979 eindig of vir die tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

Alle uitdrukings 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, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"buitengewoon vuil werk" werk in verband met dieselenjins van die kruiskop af ondertoe, gebruikte skeepsketels, oonde, verbrandingskamers, rookkaste, in skeepskimme en in brandstoftank, aan boord skip verrig, en in installasies vir die handtering van gebruikte steenkool en/of kooks en in rubberverwerkingsinstallasies;

Section I of Part II, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

ELECTRICAL CONTRACTING SECTION

AGREEMENT

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

Electrical Contractors' Association (South Africa) (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

South African Electrical Workers' Association
and the

Amalgamated Engineering Union (hereinafter referred to as the "employees" or the "trade unions"), of the other part, being parties to the Industrial Council for the Electrical Industry (Natal).

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry—

- (a) who are members of the employers' organisation and trade unions, respectively; and
- (b) who are engaged or employed in—

(1) the municipal area of Pietermaritzburg as defined on 15 November 1952, and in the Magisterial Districts of Durban, Pinetown, Camperdown, Dundee, Estcourt, Hlabisa, Ixopo, Klip River, Lions River, Lower Tugela, Lower Umfolozi, Mtunzini, Newcastle, Umzinto and Vryheid;

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

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

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

(3) For purposes of this Agreement, the weekly wage rate of apprentices prescribed under the Apprenticeship Act (Act 37 of 1944), shall be taken to be the weekly wage of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower Utilisation in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period ending 31 December 1979 or for such period as the Minister may determine.

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;

"abnormal dirty work" means work in connection with diesel engines from the crosshead down, used marine boilers, furnaces, combustion chambers, smoke boxes, in bilges and in fuel tanks, performed on board ship, and used coal and/or coke handling plant and rubber processing plant;

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

"ambagsman" beteken 'n werknemer wat 'n leertyd uitgedien het in 'n aangewese bedryf wat deur die Raad erken word as voldoende om so 'n werknemer daarop geregtig te maak om in die Nywerheid te werk, of wat opleiding ontvang het wat deur die Raad as voldoende erken word, en dit sluit 'n ambagsgesel in soos ingevolge artikel 1 (vii) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, omskryf;

"buigmasjien" beteken 'n masjien op 'n voetstuk wat gebruik word om leipype te buig en deur 'n geregistreerde draadwerker of 'n installeerde van elektriese leipype vooraf volgens stuuters en/of merke gestel word;

"Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

"dagskof", behoudens die woordomskrywing hierin van "tweeskofstelsel" en "drieskofstelsel", 'n tydperk van hoogstens agt en 'n half uur wat gewoonlik deur 'n werknemer tussen 06h00 en 18h00 op Maandag tot en met Vrydag gewerk word, of 'n tydperk van hoogstens vyf uur wat tussen 06h00 en 12h00 op Saterdag gewerk word: Met dien verstande dat as 'n werkewer nie van sy werknemers vereis om op meer as vyf dae in 'n week te werk nie, dit sodanige tydperk van hoogstens nege en 'n kwart uur tussen 06h00 en 18h00 van Maandag tot en met Vrydag beteken;

"werktuigkundige vir huishoudelike toestelle" of "koelkaswerktuigkundige" 'n werknemer wat een of meer van die volgende klasse werk verrig:

Die diagnostering van foute in, of die reëling of uitvoering van herstel- of regstelwerk aan, of die versiening, monterings, oprigting en/of installering van, of toesighouding oor die oprigting en/of installering van stowe, koekaste, wasmasjiene, strykmasjiene, lugversorgingseenhede en alle ander groot elektriese toestelle, die uitvoering van finale toets van toesighouding oor sodanige werksaamhede, maar nie 'n werknemer wat koekaste, stowe of ander huishoudelike elektriese toestelle by bestaande uitlate aansluit nie;

"installeerde van elektriese leipype" beteken 'n werknemer wat die houer is van 'n registrasiesertifikaat uitgereik ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwers en Aannemers, 1939, en wat benewens die werk van 'n arbeider, onder die voortdurende toesig van 'n geregistreerde draadwerker, nadat die installasie deur dié persoon uitgele is enigeen van of al die volgende werksaamhede verrig:

- (a) Die installering van leipype;
- (b) die installering en aanheg aan leipype van leë leipypbybehore en -bakke;
- (c) plaas van geleiers in metaal of nie-metaal leiding, hooflynkabels en geleistamme;
- (d) vasklamp met inbegrip van die insit van die drade in die lampe: Met dien verstande dat geen spanningswerk gedoen sal word nie;
- (e) insit en vassit van ligte met die uitsluiting van die opkoppeling daarvan;
- (f) aansit van kabelente aan PVK-kabels met die uitsluiting van enige kabelente wat met lood, harsagtige epoksie of soortgelyke vulsel gevul word;

"Elektrotegniese Nywerheid" die Nywerheid waarin werkewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende werksaamhede:

(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 bedrading, kabellaswerk, die lê van kabels, die aanleg van bograndse elektriese lyne en alle ander werksaamhede wat daar mee gepaard gaan, afgesien daarvan of die werk verrig 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 nodig is vir die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellaswerk, die lê van kabels, die aanleg van bograndse elektriese lyne en alle ander werksaamhede wat daar mee gepaard gaan, afgesien daarvan of die werk verrig 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 nodig is vir die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellaswerk, die lê van kabels, die

"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 a written contract of apprenticeship recognised by the Council;

"artisan" means an employee who has served an apprenticeship in any designated trade which is recognised by the Council as being sufficient to entitle such employee to work in the Industry, or who has received training recognised by the Council as being sufficient and includes an improver as defined in terms of section 1 (vii) of the Electrical Wiremen and Contractors Act, 1939;

"bending machine" means a machine on a base which is used for the bending of conduit and which is preset to stops and/or marks by a registered wireman or an electrical conduit installer;

"Council" means the Industrial Council for the Electrical Industry (Natal);

"day shift" means, subject to the definition herein covering "two-shift system" and "three-shift system", any period of not more than eight and one half hours ordinarily worked by an employee between the hours of 06h00 and 18h00 on Mondays to Fridays, inclusive, or any period not exceeding five hours worked between the hours of 06h00 and 12h00 on Saturdays: Provided that when an employer does not require his employees to work on more than five days in any week, it means any such period of not more than nine and a quarter hours between 06h00 and 18h00 on Mondays to Fridays inclusive;

"domestic appliance mechanic" 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, air-conditioning units and all other major electrical appliances, the carrying out of final tests or the supervision of such operations, but shall not include an employee engaged on the connecting to existing outlets of refrigerators, ranges, or other domestic electrical appliances;

"Electrical conduit installer" means an employee who is the holder of a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors' Act, 1939, and who in addition to performing the work of a labourer, is engaged in any or all of the following operations under the continuous supervision of a registered wireman after the installation has been set out by that person:

- (a) The installation of conduit;
- (b) the installation and attachment to conduit of empty conduit accessories and trays;
- (c) placing of conductors in metallic or non-metallic ducts, trunking and busbar trunking;
- (d) cleating including the placing of wires in the cleats: Provided no tensioning is done;
- (e) erection and fixing of light fittings excluding the connection thereof;
- (f) fitting of glands to PVC cables but excluding any glands which require lead, epoxy resin or similar filling.

"Electrical Industry" means the Industry in which employers and employees are associated for any of or for all 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

aanleg van bogrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig 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 deur (a), (b) of (c) hierbo gedeck word nie, met inbegrip van bedrading, kabelaswerk, die lê van kabels, die aanleg van bogrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan; en vir die toepassing van hierdie omskrywing omvat "elektriese uitrusting"—

(i) elektriese kabels en bogrondse lyne;

(ii) generators, motore, konvertors, skakel- en kontroleuitrusting (met inbegrip van relês, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, verkoel- en afkoeluitrusting, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oondrustrusting, radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word by die bediening van radio- of elektroniese uitrusting;

Met dien verstande dat vir die toepassing van paragrawe (a), (b) en (c), die uitdrukking "elektrotegniese uitrusting" in die landdrosdistrikte Durban en Pinetown nie radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word by die bediening van radio- of elektroniese uitrusting, verkoeluitrusting of huishoudelike elektriese uitrusting insluit nie;

en voorts, vir die toepassing van hierdie omskrywing, omvat "ontwerp, bereiding, oprigting, installering, herstel en onderhoud," nie die volgende nie:

(aa) Die vervaardiging en/of inmekarsit van voornoemde uitrusting of samestellende dele daarvan;

(ab) die bedrading van motorvoertuie of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;

(ac) die vervaardiging, herstel en versiening van motorvoertuigbatterye;

(ad) die vervaardiging, herstel en versiening van tikmasjiene en kantoortoestelle;

(ae) die vervaardiging en/of montering en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe:

Met dien verstande dat, vir die toepassing van paragrawe (a), (b) en (c), die uitdrukking "ontwerp, bereiding, oprigting, installering, herstel en onderhoud" in die landdrosdistrikte Durban en Pinetown nie die volgende omvat nie:

(aa) Die vervaardiging, installering, herstel en/of onderhoud van hysers en roltrappe;

(ab) die vervaardiging, deur middel van herhalingsmetodes, van voornoemde uitrusting of samestellende dele daarvan;

(ac) die bedrading van motorvoertuie of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;

(ad) die vervaardiging en/of fabrisering en/of inmekarsit en/of herbou van batterye van die loodsuurtype en/of samestellende dele daarvan;

(ae) die installering en/of versiening en/of herstel van loodsuurbattery van die vaste type of samestellende dele daarvan wanneer die werk verrig word deur die vervaardiger van die battery of samestellende deel;

(af) die installering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtype of samestellende dele daarvan wanneer die werk verrig word deur die vervaardiger van die battery of samestellende deel ooreenkomsdig die vervaardiger se waarborg;

(ag) die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle;

(ah) die inmekarsit en/of versiening en/of installering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene, ontwerpe of apparaat in (ai) hieronder bedoel;

(ai) die bemarking van toestelle, uitrusting, masjiene, ontwerpe en apparaat, ongeag of dit met die hand werk of volgens fotografiese, meganiese, elektrotegniese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels wat hoofsaaklik bedoel is vir gebruik by rekenenkundige en/of besigheids- en/of berekenings- en/of kantoorprosedures, oral waar sodanige bemarking geskied in samewerking met een of meer van die werksaamhede in (ah) bedoel;

(aj) die verbinding van die toestelle, uitrusting, masjiene, ontwerpe en apparaat in (ai) bedoel met die bedrading van 'n gebou of bouwerk, uitgesonderd deur middel van 'n sok of dergelike uitlaat wat vir dié doel verskaf word;

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;

and for the purposes of this definition, "electrical equipment" shall include—

(i) electrical cables and overhead lines;

(ii) generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, domestic electrical 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:

Provided that in the Magisterial Districts of Durban and Pinetown, the expression "electrical equipment" shall, for the purposes of paragraphs (a), (b) and (c), not include radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment, refrigeration equipment or domestic electrical equipment;

and further for the purposes of this definition "design, preparation, erection, installation, repair and maintenance" shall not include—

(aa) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;

(ab) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;

(ac) the manufacture, repair and servicing of motor vehicle batteries;

(ad) the manufacture, repair and servicing of typewriter and office appliances;

(ae) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators:

Provided that in the Magisterial Districts of Durban and Pinetown the expression "design, preparation, erection, installation, repair and maintenance" shall, for the purposes of paragraphs (a), (b) and (c), not include—

(aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;

(ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;

(ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;

(ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;

(ae) the installation and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component part;

(af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of the manufacturer's guarantee;

(ag) the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;

(ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;

(ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah);

(aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai), other than by means of a socket or similar outlet provided for the purpose;

"elektrisien" 'n werknemer wat enigeen van die volgende werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ooreenkomsdig 'n leerlingskontrak wat deur die Raad erken word, of iemand bo die leeftyd van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is wat hom in staat stel om vir sodanige werksaamheid in diens geneem te word:

Ankerwikkeling;
kabellaspark;
elektriese apparaat (herstelwerk aan);
elektriese installering;
aanleg van elektriese bogrondse lyn;
elektriese bedrading;
installering en/of onderhoud en/of versiening en/of bou van elektro-mediese toestelle en X-straaluitrusting;
telekommunikasie;
installering en/of onderhoud van sein- en/of totalisator-uitrusting;

"elektriese installering" die installering en/of oprigting en/of elektriese bedrading van enigeen van die artikels wat in die woordomskrywing van "elektrotegniese Nywerheid" in hierdie klousule genoem word en omvat dit ook die aanleg en/of aanbring en/of vassit van leipype;

"werknemer" 'n werknemer wie se minimum loon in hierdie Ooreenkoms voorgeskryf is, 'n werknemer wat kragtens 'n vrystelling van hierdie Ooreenkoms of op voorwaarde wat deur die Raad gestel is in diens is, of 'n werknemer wat ooreenkomsdig 'n leerlingskontrak wat deur die Raad erken word, in diens is;

"bedryfsinrigting" 'n perseel waar die Nywerheid of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

"uurloon" die uurloon vir die klas werk in hierdie Ooreenkoms voorgeskryf of die werklike uurloon wat die werknemer ontvang, naamlik die grootste bedrag: Met dien verstande dat waar 'n "weekloon" gespesifieer word, die uurloon van die werknemer sy weekloon is vir sy klas werk, soos in hierdie Ooreenkoms voorgeskryf, of die werklike weekloon van die werknemer, naamlik die grootste bedrag, gedeel deur die getal gewone ure wat in die betrokke bedryfsinrigting gwerk word; "Nywerheid" die Elektrotechniese Nywerheid;

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

"n.e.v." nie elders vermeld nie;
"vakmanswerk" werk waarvoor lone onder Loon A in die Loontabel voorgeskryf word;

"arbeider graad I" beteken 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:

(a) Leipype met 'n buigmasjien buig;
(b) leipype volgens merke sny, skroefdraad daarop insny en dit ruim;
(c) stroop van oortollige aanlegte en uitrusting in verband daarmee, waarvan toekoerkabels verwijder is;
(d) vasklamp, met inbegrip van die insit van die drade in die klampe: Met dien verstande dat geen spanningswerk gedoen word nie;
(e) bevestiging van ligte elektriese hooflynkabels: Met dien verstande dat geen bedrading gedoen word nie;

(f) 'n loopgraafmasjien bedien;
(g) 'n geregistreerde draadwerker, spesialisambagsman, ambagsman en installeerde van elektriese leipype help maar nie om enige werk afsonderlik te verrig nie behalwe soos in (a) tot (f) hiervan uiteengesit;

"arbeider graad II" beteken 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:

(a) Materiaal op- of aflaai;
(b) gieuwe en gate in mure en betonyloere maak vir leipype; beton- en baksteenwerk boor;
(c) gate en slote grawe, pale inplant en kabels in slot, leidings en rakke lê maar uitgesonderd die vashegting van sodanige kabels;

"leerlinginstalleerde van elektriese leipype" beteken 'n werknemer wat by die Nywerheidsraad geregistreer is met die doel om opleiding as 'n installeerde van elektriese leipype te ontvang en wat die houer is van 'n sertifikaat uitgereik ingevolge artikel 13 van die Wet op Elektrotechniese Draadwerkers en

"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 operation:

Armature winding;
cable jointing;
electrical apparatus (prepairing);
electrical installation;
electrical overhead line construction;
electrical wiring;
installation and/or maintenance and/or servicing and/or construction of electro-medical appliances and X-ray equipment;

telecommunication;
installation and/or maintenance of signalling and/or totalisator equipment;

"electrical installation" means the installation and/or erection and/or electrical wiring of any of the articles enumerated in the definition of "Electrical Industry" in this clause and includes the laying and/or running and/or fixing of conduits;

"employee" means an employee whose minimum rate of pay is scheduled in this Agreement, an employee employed under exemption from this Agreement or under conditions determined by the Council or an employee employed under a contract of apprenticeship recognised by the Council;

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

"hourly rate" means the rate per hour for the class of work scheduled in this Agreement or, whichever is the greater, the actual rate per hour the employee is receiving: Provided that where a "rate per week" is specified, the hourly rate of the employee shall be his rate per week for his class of work scheduled in this Agreement or the actual weekly rate of the employee, whichever is the greater, divided by the number of ordinary hours worked in the establishment concerned;

"Industry" means the Electrical Industry;

"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 an employee over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman's work;

"n.e.s." means not elsewhere specified;

"journeyman's work" means work for which wages are prescribed under Rate A in the Table of Wage Rates;

"Labourer Grade I" means an employee engaged in any or all of the following:

(a) Bending of conduit with a bending machine;
(b) cutting of conduit to marks, threading and reaming thereof;

(c) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;

(d) cleating, including the placing of wires in the cleats, provided no tensioning is done;

(e) fitting of electrical trunking, provided no wiring is done;

(f) operating a trenching machine;

(g) assisting registered wireman, specialist artisan, artisan, electrical conduit installer but not to perform any work individually except set out in (a) to (f) hereof;

"Labourer Grade II" 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 and drilling concrete and brickwork;

(c) digging of holes and trenches, planting of poles and laying of cables in trenches, ducts and racks, excluding the securing of such cables;

"learner electrical conduit installer" means an employee registered with the Industrial Council for the purpose of receiving training as an electrical conduit installer and who is the holder of a certificate issued in terms of section 13 of the

Aannemers, 1939, en wat onder die voortdurende toesig van 'n geregistreerde draadwerker werk. Die volgende voorwaardes is van toepassing:

(a) Die registrasietydperk moet hoogstens 12 maande wees, uitgesonder soos in paragraaf (c) hieronder bepaal;

(b) gedurende die tydperk van registrasie moet die leerlinginstalleerde van elektriese leipype 'n kwalifiserende eksamen afle vir 'n registrasiesertifikaat wat uitgereik word ingevolge artikel 11 (2) (b) van die Wet op Elektrotechniese Draadwerkers en Aannemers, 1939;

(c) onderworp aan die goedkeuring van die Nywerheidsraad kan die registrasietydperk by die Nywerheidsraad vir een verdere tydperk van hoogstens een jaar verleng word;

"nagskof", behoudens die omskrywing hierin van "tweeskofstelsel" en "drieskofstelsel", 'n tydperk van hoogstens nege en 'n kwart uur wat 'n werknemer gewoonlik tussen 18h00 en 06h00 van die aanvangstyd op Maandag tot die aanvangstyd op Saterdag werk, behalwe in die geval van skeepswerk, waar enige drie of meer nagte agtereenvolgens gewerk, nagskofwerk kan uitmaak;

"gewone uurloon" die uurloon vir gewone tyd;

"perseel" enige grond en enige gebou of bouwerk bo of onder die oppervlak van enige grond en sluit dit enige voertuig, vliegtuig of vaartuig in;

"leerlingingenieur" en/of "goedgekeurde student" 'n persoon wat in besit is van opvoedkundige kwalifikasies wat deur die Raad erken word en wat verky is aan 'n opvoedkundige inrigting wat insgelyks deur die Raad erken word, of 'n persoon wat in ingenieurswese aan 'n Suid-Afrikaanse universiteit of universiteitskollege gegradsueer het, maar omvat dit nie 'n persoon wat die voorgeskrewe vakopleiding in die loop van sy studies ondergaan nie;

"geregistreerde draadwerker" beteken 'n draadwerker wat ingevolge artikel 11 (2) (a) van die Wet op Elektrotechniese Draadwerkers en Aannemers, 1939, geregistreer is;

"spesialisambagsman" beteken 'n ambagsman wat uitsluitlik die werk verrig van 'n ankerwikkelaar, 'n werkluikundige vir huishoudelike toestelle, 'n koelkaswerkluikundige of 'n huishoudelike radiodiensman;

"tweeskof- en/of drieskofstelsel" die metode waarvolgens daar gewerk word in bedryfsinrigtings wat twee of drie skofte in 'n tydperk van 24 uur werk vir 'n enkele tydperk van minstens drie maande;

"wag se werk" die bewaking en/of patrolling van een-dom en/of persele;

"bedrading" die ontwerp, installering, verbouing, herstel of toetsing van 'n kabel, geleier, toebehore apparaat of leipyp op of verbind met 'n perseel en wat gebruik word of bedoel is om gebruik te word vir doeleindes in verband met elektrisiteitsvoorsiening en/of -verbruik.

4. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkewer moet binne 30 dae ná die datum van inwerkingtreding van hierdie Ooreenkoms, of binne 30 dae ná toetreding tot die Nywerheid, by die Raad aansoek doen om registrasie van sy bedryfsinrigting onder hierdie Deel van die Ooreenkoms en onder Deel II daarvan, na gelang van die geval, en die Raad kan die betrokke bedryfsinrigting na goeddunke regstreer en moet aan die werkewer 'n sertifikaat met daardie strekking uitreik.

(b) Elke werkewer moet ter nakoming van paragraaf (a) tegelykertyd die volgende aan die Sekretaris van die Raad stuur:

(i) Sy volle naam;

(ii) sy woon- en besigheidsadres;

(iii) die ambagte of werksaamhede wat hy beoefen;

(iv) die volle name en ambagsbenamings van al sy werkemers.

(c) Elke werkewer wat ingevolge hierdie klousule by die Raad geregistreer is, moet, as sy besigheid so verander dat dit werksaamhede insluit waarvoor daar nie voorsiening gemaak word in dié Deel van die Ooreenkoms waaronder hy geregistreer is nie, die Raad binne 30 dae ná sodanige verandering daarvan in kennis stel met die oog op registrasie onder 'n ander Deel van hierdie Ooreenkoms.

(d) Die Raad kan te eniger tyd die bepalings van 'n sertifikaat wat aan 'n werkewer uitgereik is, intrek of wysig, en die werkewer moet die sertifikaat binne 21 dae nadat die Raad hom daartoe versoek het aan die Raad terugstuur.

(2) Elke werkewer op wie hierdie Ooreenkoms van toepassing is maar wat nie ingevolge subklousule (1) van hierdie klousule geregistreer is nie, moet die bepalings van Deel I en die spesiale voorwaardes van Deel II van hierdie Ooreenkoms nakom.

Electrical Wiremen and Contractors Act, 1939, and who is working under the continuous supervision of a registered wireman. The following conditions shall apply:

(a) The period of registration shall not exceed 12 months, except as provided for in paragraph (c) below;

(b) during the period of registration, the learner electrical conduit installer shall undertake a qualifying examination for a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939;

(c) the period of registration with the Industrial Council may be extended for one further period, not exceeding one year, subject to the approval of the Industrial Council;

"night-shift" means, subject to the definition herein covering "two-shift system" and "three-shift system", any period of not more than nine and a quarter hours ordinarily worked by an employee between the hours of 18h00 and 06h00 from starting time on Monday to starting time on Saturday, except on marine work where any three or more nights worked consecutively may constitute night shift work;

"ordinary hourly rate" means the hourly rate for ordinary time;

"premises" means any land and any building or structure above or below the surface of any land and includes any vehicle, aircraft or vessel;

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

"registered wireman" means a wireman registered in terms of section 11 (2) (a) of the Electrical Wiremen and Contractors Act, 1939;

"specialist artisan" means an artisan who is exclusively employed as an armature winder, domestic appliance mechanic, refrigeration mechanic or domestic radio serviceman;

"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;

"watchman's work" means guarding and/or patrolling property and/or premises;

"wiring" means the design, installation, alteration, repair or testing of any cable, conductor, fitting, apparatus or conduit in or connected to any premises and used or intended to be used for purposes incidental to the supply and/or consumption of electricity.

4. REGISTRATION OF EMPLOYERS

(1) (a) Every employer shall, within 30 days from the date on which this Agreement comes into operation, or within 30 days of entering the Industry, make application to the Council for registration of his establishment under this Part of the Agreement and under Part II thereof, as the case may be, and the Council may in its discretion register the establishment concerned and shall issue the employer with a certificate to that effect.

(b) Every employer, in complying with the provisions of paragraph (a), shall simultaneously forward to the Secretary of the Council—

(i) his full name;

(ii) his residential and business address;

(iii) the trades or operations carried out by him;

(iv) the full name and designations of all his employees.

(c) Every employer who is registered with the Council in terms of this clause, shall if his business alters to include operations not provided for in that Part of the Agreement under which he is registered, notify the Council within 30 days of such change for the purpose of registration under the other Part of this Agreement.

(d) The Council may at any time withdraw or vary the terms of a certificate issued to an employer and the employer shall return the certificate to the Council within 21 days after having been requested to do so by the Council.

(2) Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of sub-clause (1) of this clause shall observe the provisions of Part I and the special conditions of Part II of this Agreement.

(3) Waar die werkgever 'n vennootskap is, moet inligting ooreenkomstig subklousule (1) (b) asook die naam waaronder die vennootskap sake doen, tesame met die name en adresse van al die vennote, verstrekk word.

(4) Alle aansoeke om registrasie moet gerig word aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), Posbus 722, Durban, 4000.

5. WERKURE

(1) (a) Die gewone werkure is hoogstens 45 in 'n week vir—
 (i) werknemers op dag- en/of nagskof;
 (ii) werknemers wat volgens die twee- en/of drieskofstelsel werk.

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

(2) 'n Werkgever kan, ten einde die byhou van 'n register van die aanvangs- en uitskeityd en die werkure van sy werknemers te vergemaklik, van hulle vereis om in en uit te klok, en kan, voordat hy aan 'n werknemer 'nloon en/of besoldiging betaal vir 'n tydperk wat nie deur die klok aangeteken is nie, van daardie werknemer vereis om bevredigende bewys te lewer dat hy wel gewerk het: Met dien verstande dat 'n werknemer ooreenkomstig die bepalings van hierdie Ooreenkoms besoldig moet word vir al die tyd wat deur die klok aangeteken is en wat binne die aanvangs- en uitskeityd van die skof vir daardie dag van die week val, uitgesonderd etenspouses, soos ingevolge klousule 20 (2) van hierdie Deel deur die werkgever aan sy werknemers bekendgemaak, en vir alle tyd wat die werkgever van hom vereis het om te werk maar wat nie binne sodanige aanvangs- en uitskeityd val nie.

(3) Tensy anders deur die Raad gemagtig, moet die maksimum oortyd wat gwerk mag word, met inbegrip van werk op Sondae, hoogstens 10 uur per week wees.

(4) In elke bedryfsinrigting waar daar volgens 'n twee- of drieskofstelsel gwerk word, mag geen werknemer meer as 12 agtereenvolgende werkskofte snags werk nie, en geen werknemer mag meer as een skof in enige tydperk van 24 uur werk nie tensy 'n wisseling van skofte dit nodig maak.

(5) Daar mag nie van 'n werknemer vereis word of hy mag nie toegelaat word om langer as vyf uur aan een sonder 'n ononderbroke pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie: Met dien verstande dat—

(i) 'n werkgever met die meerderheid van sy werknemers ooreen kan kom om die tydperk van die pouse te verkort tot minstens 'n halfuur, en in so 'n geval moet die werkgever aan elkeen van sy werknemers 'n ruspose van minstens 10 minute toestaan so na as doenlik aan die middel van elke werkperiode voor en na sodanige pouse, en gedurende sodanige ruspose mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie. Sodanige rusposes word geag deel van die gewone werkure van die betrokke werknemer te wees;

(ii) behoudens paragraaf (i) of (iii) hiervan, werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aan eenlopend te wees;

(iii) Wanneer daar, as gevolg van oortyd wat gwerk word, van 'n werkgever vereis word om 'n tweede pouse aan 'n werknemer toe te staan, dié pouse verkort kan word tot 'n pouse van minstens 15 minute.

(6) (a) Daar mag van geen vroulike werknemer vereis word of sy mag nie toegelaat word om soos volg te werk nie:

(i) tussen 18h00 en 06h00; of
 (ii) na 13h00 op meer as vyf dae in 'n week.

(b) Daar mag nie van 'n vroulike werknemer vereis word of sy mag nie toegelaat word om soos volg te werk nie:

(i) Langer as twee uur op 'n dag;
 (ii) op meer as drie agtereenvolgende dae;
 (iii) op meer as 60 dae in 'n jaar;
 (iv) na voltooiing van haar gewone werkure, langer as een uur op 'n dag te werk, tensy sy—

(aa) voor 12h00 daarvan in kennis gestel is; of
 (ab) van 'n toereikende ete voorsien is voordat sy met die oortydwerk moet begin; of
 (ac) betyds 'n toelae betaal is om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin.

(7) Hierdie klousule is nie van toepassing op werknemers wat 'n wag se werk verrig nie.

(3) Where the employer is a partnership information in accordance with subclause (1) (b) as well as the title under which the partnership operates, together with the names and addresses of all partners shall be furnished.

(4) All applications for registration shall be made to the Secretary, Industrial Council for the Electrical Industry (Natal), P.O. Box 722, Durban, 4000.

5. HOURS OF WORK

(1) (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 and/or three-shift systems.

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

(2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work, and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping time of the shift for that day of the week, excluding meal breaks, as notified by the employer to his employees in terms of clause 20 (2) of this Part and for all time which he is required by the employer to work which does not fall within such starting and stopping times.

(3) Unless otherwise authorised by the Council, the maximum overtime that may be worked, including work on Sundays, shall not exceed 10 hours per week.

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

(5) An employee shall not be required or permitted to work for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that—

(i) an employer may agree with a majority of his employees to reduce the period of the interval to not less than half an hour, in which case the employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each work period before and after such interval, during which periods the employee shall not be required or permitted to perform any work. Such rest intervals shall be deemed to be part of the ordinary hours of work of the employee concerned;

(ii) except as provided for in paragraph (i) or (iii) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(iii) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to an interval of not less than 15 minutes.

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

(i) between 18h00 and 06h00; or
 (ii) after 13h00 on more than five days in any week.

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

(i) for more than two hours on any day;
 (ii) on more than three consecutive days;
 (iii) on more than 60 days in any year;
 (iv) after completion of her ordinary working hours, for more than one hour on any day unless she has—

(aa) been given notice thereof before 12h00; or
 (ab) been provided with an adequate meal before she has to commence overtime; or
 (ac) has been paid an allowance in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(7) The provisions of this clause shall not apply to employees employed on watchman's work.

6. OORTYDWERK EN BETALING VIR WERK OP SONDAE

(1) Behoudens andersluidende bepalings in hierdie klousule en in klousule 7 van hierdie Deel van die Ooreenkoms, word tyd wat werknemers na voltooiing van die gewone skof in die betrokke bedryfsinrigting gwerk het, geag oortydwerk te wees, en daarvoor moet soos volg betaal word:

(a) Een en een derde maal die uurloon vir die eerste ses uur;

(b) daarna en en 'n half maal die uurloon tot die gewone aanvangstyd van die werknemer se daaropvolgende gewone skof: Met dien verstande dat in die geval van bedryfsinrigtings wat vyf dae per week werk, daar vir tyd wat op Saterdae gwerk word, betaal moet word teen een en een derde maal die uurloon vir die eerste ses uur, gereken vanaf die gewone aanvangstyd 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 ná die voltooiing van sy gewone skof vir dringende werk uitgeroep word, moet hy een en 'n half maal sy uurloon betaal word vir tyd gwerk vanaf die tyd waarop hy begin werk het tot die gewone aanvangstyd van sy daaropvolgende gewone skof: Met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in elk geval een en 'n half maal sy uurloon betaal moet word vir tyd wat vanaf middernag tot die gewone aanvangstyd van sy gewone skof gwerk is.

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

(4) In alle gevalle waar 'n werknemer op eie versoek op 'n Saterdag vroeër begin werk as die gewone aanvangstyd, moet 'n werknemer wat vyf dae per week werk een en een derde maal sy uurloon betaal word vir die eerste ses uur, gereken vanaf die tyd waarop hy begin werk het, en een en 'n half maal sy uurloon daarna, en moet 'n werknemer wat ses dae per week werk sy gewone uurloon betaal word vir die tydperk van die gewone werkure op 'n Saterdag en daarna soos in subklousule (1) van hierdie klousule bepaal: Met dien verstande dat, as die werknemer meer as twee uur vroeër as die gewone aanvangstyd begin werk, daar vir alle tyd gwerk tot twee uur voor die gewone aanvangstyd betaal moet word teen een en 'n half maal die uurloon van die werknemer. 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 onderhouds- en/of dringende herstelwerk verrig) op 'n Sondag werk, moet hy teen een en twee derde maal sy uurloon betaal word vir die tyd wat hy gwerk het en moet hy minstens een en twee derde maal die uurloon vir die ure van 'n gewone skof ontvang: Met dien verstande dat, as die oortydwerk na middernag op 'n Sondag voortgesit word, die werknemer nog een en twee derde maal die uurloon betaal moet word tot sy gewone aanvangstyd op Maandagoggend: Voorts met dien verstande dat, waar die werkewer werk verskaf om die werknemer besig te hou vir die ure van 'n gewone skof en die werknemer versuim of weier om vir die volle tydperk wat van hom vereis word, te werk, sodanige werknemer op betaling geregtig is slegs vir die tydperk wat hy werlik gwerk het.

(6) Werknemers wat dringende onderhouds- en/of dringende herstelwerk (hierna "dringende werk" genoem) verrig, moet vir werk op Sondaе minstens een en twee derde maal die uurloon betaal word vir die ure gwerk en moet minstens vier uur se betaling teen een en twee derde maal die uurloon ontvang vir ure voor 12h00 gwerk. Waar sodanige werk tot in die namiddagtydperk strek, moet daar vir minstens agt ure teen een en twee derde maal die uurloon betaal word.

"Dringende werk" beteken en is beperk tot dringende onderhouds- of herstelwerk in verband met 'n werkewer se eie installasie en/of masjinerie en/of Sondagwerk in verband met skepe, waar sodanige herstelwerk nodig is om te voorkom dat die skip vertraag word of noodsaaklik is vir die behoorlike werking daarvan.

(7) Die bepalings van hierdie klousule in verband met betaling vir werk op Sondaе is nie van toepassing nie ten opsigte van skofte wat op Sondagnag begin in bedryfsinrigtings wat volgens 'n tweeskof- of 'n drieskofstelsel werk nie, en hiervoor moet soos volg betaal word:

(a) Vir die ure voor middernag gwerk, een en 'n half maal die gewone uurloon plus 10 persent;

(b) vir die ure na middernag en tot die voltooiing van die skof gwerk, die gewone uurloon, plus 10 persent.

6. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

(1) Except as is otherwise provided in this clause and in clause 7 of this Part of the Agreement, time worked by employees after the completion of the usual 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 for the first six hours;

(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 usual 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 time worked from the time he had commenced work 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 time worked from midnight until the usual starting time of his 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 his hourly rate for 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, and 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 the 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 maintenance and/or urgent repairs) 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 if the overtime continues after midnight on a Sunday the employee shall continue to be paid at the rate of one and two-thirds times the hourly rate until his usual starting time on Monday morning: Provided further 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 maintenance and/or urgent repairs (referred to hereafter as "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 12h00. 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.

"Urgent work" means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery and/or Sunday work in connection with ships, where such repairs are necessary to avoid delay to the ship or are essential to the proper functioning thereof.

(7) The provisions of this clause relating to payment for work on Sundays shall not apply in respect of shifts commencing 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.

(8) Vir die toepassing van hierdie klosule beteken—

"'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" die aanvangstyd op 'n gewone werkdag.

(9) Hierdie klosule is nie op wagte van toepassing nie: Met dien verstande dat waar 'n wag langer as 'n skof van 12 uur op 'n keer werk, die tyd aldus gewerk na voltooiing van 'n 12-uurskof geag word oortydwerk te wees waarvoor die wag betaal moet word teen minstens een en een-derde maal sy gewone loon op 'n uurgrondslag bereken: Voorts met dien verstande dat as daar van 'n wag vereis word om op sewe dae per week te werk, hy vir werk op die sewende dag verrig teen minstens dubbel sy gewone loon op 'n uurgrondslag bereken, betaal moet word.

(10) Ondanks subklosule (1), waar 'n werknemer in 'n bepaalde week gedurende enigeen van of al die gewone ure van 'n skof of skofte in die betrokke bydryfsinrigting van die werk afwesig is, moet sodanige ure nie deur die werknemer gewerk nie, afgetrek word van die oortydure gewerk en moet die werknemer vir die ure aldus afgerek sy gewone loon betaal word: Met dien verstande dat—

(a) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure gewerk, die werknemer vir alle sodanige oortydure die gewone uurloon betaal kan word; en

(b) waar 'n werknemer met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van die werk afwesig is, hierdie subklosule nie van toepassing is nie en hy vir die oortydure in so 'n geval gewerk betaal moet word teen die oortydskaal wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgever 'n doktersertifikaat van 'n werknemer kan vereis as bewys van die oorsaak van sy afwesigheid.

Betaling ingevolge hierdie subklosule moet geskied soos in klosule 9 (1) van hierdie Deel van die Ooreenkoms bepaal.

(11) 'n Werknemer wat deur die toepassing op hom van enigeen van die bepalings van subklosule (10) veronreg voel, kan by die Raad teen die besluit appèl aanteken, en die Raad kan, nadat hy alle redes wat vir so 'n besluit voorgelê is, oorweeg het, daardie besluit bekräftig of 'n ander besluit neem wat na sy mening in daardie geval geneem behoort te gewees het.

7. SKOFWERK

(1) Daar moet vir nagskofwerk betaal word teen die gewone uurloon, plus 10 persent.

(2) Ten einde geag te word nagskofwerk te verrig, moet 'n werknemer drie of meer agtereenvolgende nagte tussen 18h00 op Maandag en 06h00 op Saterdag van dieselfde week werk, behalwe in die geval van skeepswerk, waar enige drie of meer nagte wat agtereenvolgens gewerk word nagskofwerk kan uitmaak.

(3) Daar moet minstens ses uur verloop tussen die diens van 'n werknemer op nagskof en sy diens op dagskof: Met dien verstande dat 'n werknemer gedurende sodanige tussen-tydperk van ses uur kan werk as oortydbesoldiging teen een en een derde maal die uurloon aan hom betaal word.

(4) In bedryfsinrigtings wat volgens 'n tweeskof- of driekofstelsel werk, moet betaling soos volg geskied:

(a) *Tweeskofstelsel.*—(i) Vir werk wat gewoonlik verrig word op die skof wat in dieoggend begin, moet die gewone uurloon betaal word: Met dien verstande dat as die skof voor 06h00 begin, daar vir tyd wat voor 06h00 gewerk word, betaal moet word teen die gewone uurloon, plus 10 persent;

(ii) vir werk wat gewoonlik op die tweede skof verrig word, moet daar soos volg betaal word:

(aa) Wanneer die ure vir die volle skof geheel en al binne 'n tydperk vanaf 18h00 tot 06h00 val, die gewone uurloon, plus 10 persent;

(ab) wanneer die ure vir die volle skof nie geheel en al binne 'n tydperk vanaf 18h00 tot 06h00 val nie, die gewone uurloon, plus 5 persent, tot middernag, en na middernag die gewone uurloon, plus 10 persent.

(b) *Driekofstelsel.*—Vir werk wat gewoonlik verrig word op die—

(i) tweede skof, die gewone uurloon, plus 5 persent;
(ii) derde skof, die gewone uurloon, plus 10 persent.

(8) For purposes 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.

(9) The provisions of this clause shall not apply to employees employed on watchman's work: Provided that whenever a watchman works longer than a shift of 12 hours at a time, time so worked after completion of a 12-hour shift shall be regarded as overtime for which the watchman shall be paid at the rate of not less than one and one-third times his normal rate calculated on an hourly basis: Provided further that should a watchman be required to work on seven days per week he shall be paid for work done on the seventh day at the rate of not less than double his normal rate calculated on an hourly basis.

(10) Notwithstanding the provisions of subclause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

(a) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours may be paid for at the employee's ordinary hourly rate; and

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 9 (1) of this Part of the Agreement.

(11) Any employee who is aggrieved by the application to him of any of the provisions of subclause (10) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

7. SHIFT WORK

(1) Night shift work shall be paid for at the ordinary hourly rate, plus 10 per cent.

(2) In order to be on night shift work an employee must work three or more consecutive nights between 18h00 on Monday and 06h00 on Saturday of the same week, except on 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 shift: 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 06h00, time worked prior to 06h00 shall be paid for 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 18h00 to 06h00 at the ordinary hourly rate, plus 10 per cent;

(ab) when the hours for the complete shift do not fall wholly within any period from 18h00 to 06h00 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) Tyd deur werknemers volgens die skofstelsel gewerk na voltooiing van die gewone skof in die betrokke bedryfsinrigting, word geag oortydwerk te wees en daarvoor moet soos volg betaal word:

(a) Een en een derde maal die verhoogde uurloon vir die eerste ses uur;

(b) daarna een en 'n half maal die verhoogde uurloon tot die gewone aanvangsysteem van die werknemer se daaropvolgende gewone skof.

Vir die toepassing van bostaande bepalings beteken "verhoogde uurloon" die gewone uurloon, plus die persentasiebedrag daarop betaalbaar aan die einde van die skof.

(6) Hierdie klousule is nie van toepassing op werknemers wat 'n wag se werk verrig nie.

(7) Ondanks subklousule (5), waar 'n werknemer in 'n bepaalde week gedurende enige van of al die gewone ure van 'n skof of skofte in die betrokke bedryfsinrigting van die werk afwesig is, moet sodanige gewone ure nie deur die werknemer gewerk nie, afgetrek word van die oortydure gewerk en moet die werknemer vir die ure aldus afgetrek, sy gewone loon betaal word: Met dien verstande dat—

(a) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure gewerk, die werknemer vir alle sodanige oortydure sy gewone uurloon betaal kan word; en

(b) waar 'n werknemer met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van die werk afwesig is, hierdie subklousule nie van toepassing is nie en hy vir die oortydure in so 'n geval gewerk, betaal moet word teen die oortydskaal wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgever 'n doktersertifikaat van 'n werknemer kan vereis as bewys van die oorsaak van sy afwesigheid.

Betaling ingevolge hierdie subklousule moet geskied soos in klousule 9 (1) van hierdie Deel van die Ooreenkoms bepaal.

(8) 'n Werknemer wat deur die toepassing op hom van enige van die bepalings van subklousule (7) veronreg voel, kan by die Raad teen die besluit appèl aanteken, en die Raad kan, nadat hy alle redes wat vir so 'n besluit voorgelê is, oorweeg het, daardie besluit bekratig of 'n ander besluit neem wat na sy mening in daardie geval geneem behoort te gewees het.

8. KORTTYD

(1) 'n Werkgever kan van sy werknemers vereis om vir 'n kleiner getal ure as die gewone werkure van sy bedryfsinrigting te werk weens—

(a) 'n tekort aan werk en/of materiaal, en in so 'n geval moet 'n werkgever sy werknemers twee volle werkdae vooraf kennis gee van sy voorname om korttyd te werk en moet hy die beskikbare werk sover doenlik verdeel onder die werknemers wat daardeur geraak word. Waar die werkgever uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vaste stel van werk beskikbaar sal wees, moet sodanige werknemer minstens vier uur se werk of betaling in plaas daarvan vir sodanige dag ontvang. As daar nie van die werknemer vereis word om hom by die bedryfsinrigting aan te meld nie, moet die werkgever die werknemer op die werkdag onmiddellik voor die dag waarop daar nie van hom vereis sal word om hom aan te meld nie, daarvan in kennis stel; of

(b) onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgever. Waar voornoemde omstandighede ontstaan, word daar nie van 'n werkgever vereis om lone, uitgesonderd dié vir tydperke werkelik gewerk, aan sy werknemers te betaal nie: Met dien verstande dat waar die werkgever van mening is dat die werk hervat kan word en hy uitdruklik aan sy werknemers opdrag gee om hulle op 'n bepaalde dag vir diens aan te meld, hulle minstens vier uur se werk of betaling in plaas daarvan ten opsigte van sodanige dag moet ontvang. Onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgever, soos in hierdie paragraaf bedoel, omvat nie gure weer nie.

(1)bis 'n Werkgever moet die Raad binne sewe dae nadat daar met korttydwerk begin is, skriftelik daarvan in kennis stel.

(2) Kort skofte gewerk terwyl korttyd gewerk word, tel as skofte wat werkelik gewerk is ten einde te kwalificeer vir verlof met besoldiging soos in die Ooreenkoms bedoel.

(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 as follows:

(a) At one and one-third times the increased hourly rate for the first six hours;

(b) thereafter, at one and one-half times the increased hourly rate until the usual starting time 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.

(6) The provisions of this clause shall not apply to employees employed on watchman's work.

(7) Notwithstanding the provisions of subclause (5) where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee, may be deducted from the hours of overtime worked and the hours so deducted may be paid for at the employee's ordinary rate: Provided that—

(a) if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours may be paid for at the employee's ordinary hourly rate; and

(b) where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 9 (1) of this Part of the Agreement.

(8) Any employee who is aggrieved by the application to him of any of the provisions of subclause (7) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

8. SHORT-TIME

(1) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment due to—

(a) a 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, so 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

(b) 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. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather.

(1)bis An employer shall within seven days of commencement of working short-time, notify the Council in writing.

(2) Short shifts worked while working short-time shall count as shifts actually worked in order to qualify for the paid leave referred to in the Agreement.

9. BETALING VAN BESOLDIGING

(1) (a) Besoldiging moet weekliks op Vrydae in kontant betaal word. Betaling moet nie later as 15 minute na die gewone uitskeityd gedaan word nie en moet alle bedrae insluit wat aan die werknemer verskuldig is en wat bereken is tot en met die skof wat op die vorige Dinsdag van dieselfde week voltooi is: Met dien verstande

(b) waar die dienste van 'n werknemer ná die sluiting van die betaalweek beëindig word, is alle besoldiging wat ná die sluiting aan hom verskuldig is, betaalbaar voor of op die betaaldag waarop die besoldiging gewoonlik betaal sou gewees het: Met dien verstande dat sodanige besoldiging op versoek van die werknemer aan hom gestuur moet word aan die adres wat hy verskaf het.

(c) By betaling moet daar aan elke werknemer 'n staat gegee word waarop sy totale besoldiging, sy betaling vir gewone tyd en vir oortydwerk, sy toelaes en aftrekings voorkom.

(2) 'n Werkewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van opleidingskemas waartoe 'n werkewer regtens moet bydra nie.

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag hoegenaamd, uitgesonderd die volgende, van die bedrae wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, afgetrek word nie:

(a) Bedrae vir kos of inwoning of albei ooreenkomsstig klousule 2 van Seksie 2 van Deel II van hierdie Ooreenkoms;

(b) bedrae vir eethuisdienste, waar magtiging vir die aftrekking verleent is deur middel van 'n afdrekorder wat die werknemer kan beëindig deur hoogstens 28 dae vooraf kennis te gee van die beëindiging van sy instemming tot hierdie aftrekking;

(c) waar 'n werknemer van sy werk afwesig is, met inbegrip van afwesigheid gedurende verlof sonder betaling wat ter verlenging van sy verlof met betaling verleen is soos in hierdie Ooreenkoms bepaal, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;

(d) met die skriftelike toestemming van die werknemer, bedrae vir siektebystands-, versekerings-, pensioen- en voorsorgfondse of bydraes tot ontspanningsfondse;

(e) bydræs tot die fondse van die Raad ingevolge klousule 23 van hierdie Deel van die Ooreenkoms;

(f) 'n bedrag wat 'n werkewer regtens of op bevel van 'n hof metregsbevoegdheid moet of mag afgrek;

(g) waar 'n werkewer weens 'n klerklike of boekhou- of administratiewe fout of verkeerde berekening aan 'n werknemer hoër besoldiging betaal as die bedrag wat regtens betaalbaar is, het die werkewer die reg om die bedrag wat te veel betaal is, te verhaal deur dit van daaropvolgende lone of verdienstes af te trek op die volgende voorwaarde:

(i) Die bedrag kan van een of meer loon- of verdienstebetalings afgerek word, maar geen aftrekking mag meer as 15 persent van die besoldiging waarvan dit afgerek kan word, beloop nie;

(ii) sodanige bedrae mag nie van enige verlofbesoldiging of verlofbonus wat ingevolge hierdie Ooreenkoms of aan die werknemer of aan die Raad betaalbaar is, afgerek word nie;

(iii) geen sodanige bedrag of bedrae mag afgerek word nie, tensy die werkewer die werknemer ten tyde van die eerste aftrekking, en die Raad binne sewe dae na die eerste aftrekking, skriftelik in kennis stel van die omstandighede waaronder die oorbetaling geskied het, van die bedrag wat dit beloop en van die bedrag of bedrae wat hy voorinemens is om af te trek;

(h) met die skriftelike toestemming van die werknemer, ledig vir een van die vakverenigings;

(i) 'n bedrag wat 'n werkewer ingevolge 'n wet, ordonnansie of regsproses namens 'n werknemer moet betaal en wel betaal het.

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

9bis. SPESIALE BEPALINGS VIR DIE BETALING VAN BESOLDIGING

(1) Ondanks klousule 9 (1) (a) rakende die betaling van besoldiging in kontant op Vrydag, kan 'n werkewer by onderlinge reëlings met sy werknemers enige bedrag ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig per tjeuk aan hom betaal of in die kredit van sodanige werknemer by 'n bank, bougenootskap of geregistreerde depositonemende instelling wat deur die werknemer benoem is, inbetaal. Betaling per tjeuk of in die kredit van 'n werknemer by 'n bank, bougenootskap of depositonemende instelling wat deur die werknemer benoem is, moet op Vrydae geskied en moet alle betalings insluit wat aan die werknemer verskuldig is, bereken tot en insluitende die skof wat op die Dinsdag van dieselfde week voltooi is.

9. PAYMENT OF REMUNERATION

(1) (a) Remuneration shall be paid weekly in cash on Friday. Payment shall be made not later than 15 minutes after the ordinary stopping time, and shall include all payments due to the employee, calculated up to and including the shift completed on the preceding Tuesday of the same week: Provided that

(b) where the services of an employee are terminated after the closure of the pay-week, all remuneration due to him after that closure is payable not later than the pay-day on which the remuneration would normally have been paid: Provided that at the request of the employee such remuneration shall be forwarded to him at an address given by him.

(c) Every employee shall be given a statement on payment showing his total remuneration, ordinary time and overtime payments, allowances and deductions.

(2) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

(3) Except as otherwise provided in this Agreement, no deduction of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee:

(a) For board or lodging or both in accordance with clause 2 of section 2 of Part II of this Agreement;

(b) for canteen services where the deduction is authorised by stop order terminable by the employee at not more than 28 days' notice of termination of his agreement of his deduction;

(c) where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in this Agreement, a pro rata amount for the period of such absence;

(d) with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds, or contribution to recreation funds;

(e) contribution to the funds of the Council in terms of clause 23 of this Part of the Agreement;

(f) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

(g) where an employer, due to clerical or accounting or administrative error, or miscalculation pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the over-payment by deduction from subsequent wages or earnings subject to the following provisions:

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 per cent of the remuneration from which it may be deducted;

(ii) no such deductions shall be made from any leave pay or leave bonus, payable under this Agreement, either to the employee or the Council;

(iii) no such deduction or deductions shall be made unless the employer, in writing, notifies the employee at the time of the first deduction and also notifies the Council within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, the amount of the proposed deduction or deductions;

(h) with the written consent of the employee, deductions for subscriptions to one of the trade unions;

(i) any amount paid by an employer, compelled by law, ordinance or legal process to make payment on behalf of an employee.

(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.

9bis. SPECIAL PROVISIONS FOR PAYMENT OF REMUNERATION

(1) Notwithstanding the provisions of clause 9 (1) (a) relating to payment of remuneration in cash on Friday, an employer may by mutual arrangement with his employees pay any amount due to an employee in terms of this Agreement by cheque or to the credit of such employee with a bank, building society or registered deposit receiving institution nominated by the employee. Payment by cheque or to the credit of an employee in a bank, building society or deposit receiving institution nominated by the employee shall be made on Fridays and shall include all payments due to the employee calculated up to and including the shift completed on the Tuesday of the same week.

(2) In plaas van subklousule (1) van hierdie klousule en van klousule 9 (1):

(a) 'n Werkewer kan ná onderlinge ooreenkoms met minstens 75 persent van sy werknemers die lone of verdienste op 'n twee- of vierweeklikse grondslag betaal: Met dien verstande dat die Raad twee maande vooraf skriftelik kennis van dié reëlings gegee word;

(b) wanneer 'n werkewer en sy werknemers ingevolge paragraaf (a) hiervan ooreengekome het om enige verskuldigde bedrag aan 'n werknemer op die vierde Vrydag van enige kalendermaand te betaal, sal sodanige betaling alle bedrae verskuldig aan die werknemer insluit bereken tot en met die skof wat op die vorige Vrydag van dieselfde maand voltooi is; en

(c) die betaling moet in kontant gedoen word voor of teen die gewone uitskeityd:

Met dien verstande dat 'n werkewer by onderlinge reëling met sy werknemers, die bedrag aan die werknemer verskuldig soos gemeld, per tjeuk of in die kredit van sodanige werknemer kan inbetaal by 'n bank, bougenootskap of geregisterde depositonemende instelling wat deur die werknemer benoem is, en in dié geval moet die betaling per tjeuk of in die kredit van 'n werknemer by 'n bank, bougenootskap of depositonemende instelling deur die werknemer benoem, geskied voor of op die Vrydag waarop betaling verskuldig is.

(3) Indien die diens van 'n werknemer eindig voor die gewone betaaldag wat in sy geval van toepassing is, moet alle bedrae wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is ooreenkomsdig die betrokke vereistes van Deel II of Deel III van hierdie Ooreenkoms, na gelang van die geval, betaal word.

(4) Voordat subklousule (2) toegepas word, moet die werkewer vooraf aan die betrokke werknemers en aan die Raad minstens drie maande kennis gee van die instelling van die betaalmetode, en verduidelik op watter wyse die betaling van besoldiging in sy bedryfsinrigting sal geskied.

(5) Daar mag van geen reëeling tussen 'n werkewer en sy werknemers ingevolge subklousule (1) of subklousule (2) afgewyk word nie, behalwe by onderlinge reëling tussen die werkewer en die betrokke werknemers in die geval van betaling soos bepaal in subklousule (1), of indien die werkewer en minstens 75 persent van sy werknemers onderling ooreengekom het op 'n verandering in die betaalmetode in die bedryfsinrigting in die geval van betaling soos bepaal in subklousule (2) en daar vooraf aan die werknemers en aan die Raad minstens drie maande kennis van die verandering gegee is.

(6) Ondanks die bepalings van klousule 2 (4) (a) van Seksie 1 van Deel II met betrekking tot die betaling van verlofbesoldiging, mag die betaling van verlofbesoldiging in ooreenstemming met die bepalings van hierdie klousule gedoen word op dieselfde manier as wat die werknemer sy besoldiging kry.

10. SLUITING VAN BEDRYFSINRIGTING OP 'N GEWONE WERKDAG

(1) Ondanks enige bepaling in hierdie Ooreenkoms, kan 'n bedryfsinrigting gedurende 'n werktydperk wat ingevolge klousule 20 (2) van hierdie Deel van die Ooreenkoms vir daardie bedryfsinrigting gespesifiseer is, gesluit word na onderlinge ooreenkoms tussen die werkewer en minstens 75 persent van sy werknemers, en daar moet vir elke spesifieke sluiting van die bedryfsinrigting tot so 'n ooreenkoms geraak word.

(2) Wanneer 'n werknemer van sy werk afwesig is as gevolg van die sluiting van die bedryfsinrigting na onderlinge ooreenkoms ingevolge subklousule (1), kan 'n pro rata-bedrag vir die ure wat nie gewerk is nie afgetrek word van die bedrae wat ingevolge hierdie ooreenkoms betaalbaar is.

(3) Met inagneming van die bepalings van die Wet op Vakleerlinge, 1944, is hierdie klousule nie op vakleerlinge van toepassing nie.

(4) Ten opsigte van statutêre of geproklameerde openbare vakansiedae, uitgesonder Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Gesinsdag waarop, vanweë die sluiting van die perseel weens 'n beperking op besigheidseure ingevolge enige wet—

- (a) van werknemers vereis word om nie te werk nie; of
- (b) werknemers nie toegelaat word om te werk nie;

kan 'n bedrag gelyk aan die gewone besoldiging vir die skof wat gewoonlik in die betrokke bedryfsinrigting op daardie dag gewerk word, van die werknemer se loon afgetrek word.

(2) In lieu of the provisions of subclause (1) of this clause and of clause 9 (1):

(a) An employer by mutual arrangement with a minimum of 75 per cent of his employees may pay wages or earnings on a two-weekly or four-weekly basis: Provided that the Council is given two months' prior notice in writing of such arrangements;

(b) whenever an employer and his employees have agreed in terms of paragraph (a) hereof to be paid any amount due to an employee on the forth Friday of each calendar month such payment shall include all amounts due to the employee calculated up to and including the shift completed on the previous Friday of the same month; and

(c) payment shall be made in cash not later than the ordinary stopping time:

Provided that an employer may by mutual arrangement with his employees pay the amount due to the employee as aforesaid by cheque or to the credit of such employee with a bank, building society or registered deposit receiving institution nominated by the employee, in which event payment by cheque or to the credit of an employee with a bank, building society or deposit receiving institution nominated by the employee shall be made not later than by the Friday on which payment is due.

(3) In the event of the employment of an employee terminating before the ordinary pay-day applicable in his case, all payments due to the employee in terms of this Agreement shall be paid in accordance with the relative requirements of this Agreement.

(4) Before applying the provisions of subclause (2) the employer shall give to the employees concerned and to the Council at least three months' notice in advance of the introduction of the method of payment specifying the manner in which payment of remuneration will be made in this establishment.

(5) Any arrangement between an employer and his employees in terms of subclause (1) or subclause (2) shall not be departed from except by mutual arrangement between the employer and employees concerned in the case of payment as provided for in subclause (1) or the employer and not less than 75 per cent of his employees have mutually agreed to a change in the method of payment to be observed in the establishment in the case of payment as provided for in subclause (2) and at least three months advance notice of the change has been given to the employees and to the Council.

(6) Notwithstanding the provisions of clause 2 (4) (a) of Section 1 of Part II relating to payment of leave pay, payment of leave pay may be made in accordance with the provisions of this clause in the same manner as that by which the employee is paid his earnings.

10. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

(1) Notwithstanding anything in this Agreement, an establishment may be closed during any period of work specified for that establishment in terms of clause 20 (2) of this Part of the Agreement by mutual arrangement between the employer and not less than 75 per cent of his employees, where such an arrangement is come to for each specific closing of the establishment.

(2) Whenever an employee is absent from work resultant on the closing of the establishment by mutual arrangement in terms of subclause (1), a deduction pro rata for the hours not worked may be made from the amounts payable in terms of this Agreement.

(3) Having regard to the provisions of the Apprenticeship Act of 1944, the provisions of this clause shall not apply to apprentices.

(4) In respect of statutory or proclaimed public holidays other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas day and Boxing Day on which employees are—

- (a) required not to work; or
- (b) not permitted to work;

by reason of the closing of the premises due to restriction of trading hours under any law, an amount equivalent to the normal remuneration for the shift ordinarily worked in the establishment concerned on that day, may be deducted from an employee's wages.

11. AANSPORINGSBONUSWERK

Behoudens die algemene voorwaardes hierin vervat, kan 'n werknemer ooreenkomsdig onderstaande aansporingsbonusstelsel vir sy werkgever werk:

(1) Die voorwaardes in hierdie Ooreenkoms vervat ten opsigte van oortydwerk, nagskofwerk en werk op Sondae en sekere openbare vakansiedae is van toepassing en lone moet bereken word teen die uurloon wat vir die betrokke klas werk in die Ooreenkoms gelys is;

(2) aan 'n werknemer wat aansporingsbonuswerk verrig moet 'n rustydperk van 10 minute so na as moontlik aan die middel van dieoggend- en die namiddagwerktydperk toegestaan word, en sodanige rustydperke moet gerekken word as werktyd waarvoor die uurloon vir die betrokke klas werk in hierdie Ooreenkoms gelys, betaal moet word;

(3) die loon vir aansporingsbonuswerk moet vasgestel word by wyse van 'n onderlinge reëeling tussen die werkgever en die werknemer wat die werk moet verrig, en die werkwinkelverteenvoerder moet geraadpleeg word indien enigeen van die partye dit verlang;

(4) ingeval daar 'n geskil oor die loon vir aansporingsbonuswerk ontstaan wat nie deur die partye bygelê kan word nie, moet een van albei die gegriefde partye die saak onmiddellik na die Nywerheidsraad verwys;

(5) tot tyd en wyl daar tot 'n ooreenkoms geraak word oor die loon vir aansporingsbonuswerk, of ingeval sodanige loon ingevolge subklousule (4) na die Raad verwys word, moet die werknemer sy werk voortsit teen die aansporingsbonusloon wat deur die bestuur toegelaat word;

(6) enige aanpassing wat as gevolg van 'n Raadsbesluit ten gunste van die werknemer is, moet op hom toegepas word met ingang van die datum waarop die saak na die Raad verwys is;

(7) vir tyd wat 'n werknemer deur abnormale omstandighede verhinder word om met sy werk voort te gaan, moet hy, as daar van hom vereis word om vir die werk gereed te staan, die uurloon betaal word wat vir daardie klas werk in hierdie Ooreenkoms ingelys is, en in so 'n geval geld die Ooreenkomsvooraardes ten opsigte van oortyd- en nagskofwerk waar dit van toepassing is. Tyd wat 'n werknemer gereed staan, moet nie by die berekening van bonusverdienste in aanmerking geneem word nie;

(8) geen betaling moet gedoen word ten opsigte van vertraging wat normaalweg in die betrokke bedryfsinrichting voorkom en wat by die vasstelling van die tydtoelae in aanmerking geneem is nie;

(9) geen loon waaroor 'n werkgever en 'n werknemer ooreengekom het, word bevredigend geag as dit 'n gemiddelde werknemer wat met die besondere aansporingsbonuswerk besig is nie in staat stel om minstens 10 persent meer te verdien as die loon wat vir daardie klas werk in hierdie Ooreenkoms gelys is nie;

(10) die werknemer moet in alle gevalle, ongeag sy verdienste, die uurloon vir sy klas werk gewaarborg word vir die ure wat hy gewerk het;

(11) 'n werknemer wat volgens 'n aansporingsbonusstelsel werk, moet op die gewone betaaldag van elke week betaal word;

(12) geen aansporingsbonusloon of basiese tye wat eenmaal vasgestel is, mag gewysig word nie behalwe om die volgende redes:

(a) 'n Fout in die berekening van enige party; of

(b) 'n verandering in die materiaal, wyse of metode van produksie of die hoeveelhede; of

(c) 'n onderlinge reëeling getref tussen die werkgever en die werknemer op dieselfde wyse as wat in 'n nuwe bonuswerkloon vasgestel word;

(13) die Raad kan, om enige rede wat hy goedvind, enige bedryfsinrichting verbied om aansporingsbonuswerk te laat verrig of om volgens enige stelsel te werk wat die Raad as 'n stelsel van aansporingsbonuswerk beskou;

(14) by die inwerkingtreding van hierdie Ooreenkoms moet daar weer eens oor aansporingsbonuslone onderhandel word: Met dien verstande dat die stelsel wat van toepassing is nie minder gunstig mag wees as dié waarvoor daar in subklousule (9) voorsiening gemaak word nie;

(15) vakleerlinge mag nie volgens aansporingsbonusskemas in diens geneem word nie tensy die toestemming van die Raad vooraf verkry is en die vakleerling sy eerste twee leerjare voltooi of die volle N.T.S. II-sertifikaat verwerf het.

11. INCENTIVE BONUS WORK

Subject to the general conditions hereafter set out, an employee may work for his employer under the following system of incentive bonus work:

(1) The conditions contained in this Agreement relating to overtime, night shift work and work on Sundays and certain public holidays shall apply and wages shall be calculated at the hourly rate for that class of work scheduled in this 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 for that class of work scheduled in this Agreement;

(3) incentive bonus work 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;

(4) in the event of a dispute concerning the incentive bonus work rate and failing an arrangement being come to in settlement between the parties, the matter shall forthwith be referred to the Industrial Council by one or both of the aggrieved parties;

(5) pending an agreement being come to on the incentive bonus work rate, or in the event of the incentive bonus work rate being referred to the Council in terms of sub-clause (4), the employee shall proceed with the job in accordance with the incentive bonus work rate allowed by the management;

(6) any adjustment resulting from the Council's decision which is in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council;

(7) 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;

(8) no payment shall be made for delays which are normal in the establishment concerned and which have been considered when fixing the time allowance;

(9) no rate agreed upon between an employer and an employee shall be considered satisfactory if such rate does not enable an average employee engaged on the particular bonus rate work to earn not less than 10 per cent above the rate for that class of work scheduled in this Agreement;

(10) in all cases, the employee shall be guaranteed the hourly rate for his class of work, irrespective of earnings, for the hours worked;

(11) an employee working on incentive bonus work shall be paid on the normal pay-day of each week;

(12) incentive bonus work rates or basis times once established may not be altered except for the following reasons:

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

(b) a change in the material, means or methods of production or the quantities; or

(c) a mutual arrangement has been come to between the employer and the employee in the same way as a new bonus work rate is arranged;

(13) the Council may, for any reason it deems fit, prohibit any establishment from working incentive bonus work or from working under any system which the Council considers to be a system of incentive bonus work;

(14) with the coming into operation of this Agreement, incentive bonus rates shall be re-negotiated: Provided that the arrangement applicable shall not be less favourable than that provided for in subclause (9);

(15) apprentices may not be employed on incentive bonus work unless the prior permission of the Council has been obtained and the apprentice has completed his first two years of apprenticeship or has attained the full N.T.C. II Certificate.

12. DIENSBEEËINDIGING

(1) Die werkewer of die werknemer moet minstens een volle werkdag vooraf kennis gee van die beeëindiging van 'n dienskontrak: Met dien verstande dat—

(i) die reg van 'n werkewer of 'n werknemer om 'n dienskontrak om 'n regsgeldige rede sonder kennisgewing te beeëindig;

(ii) 'n ooreenkoms tussen 'n werkewer en 'n werknemer waarby voorsiening gemaak word vir 'n langer kennisgewingstermyn as een volle werkdag;

nie hierdeur geraak word nie:

Voorts met dien verstande dat 'n werkewer aan 'n werknemer loon vir en in plaas van die voorgeskrewe of ooreenkome kennisgewingstermyn kan betaal.

(2) Wanneer die dienskontrak na kennisgewing van een volle werkdag beeëindig kan word en die werknemer versuim om sodanige kennis te gee of om gedurende sodanige kennisgewingstermyn te werk, kan die werkewer die loon vir die ure van 'n gewone skof in die betrokke bedryfsinrigting aftrek.

(3) Vir die toepassing van hierdie klousule, word Saterdag nie geag 'n volle werkdag te wees nie. Kennis van die beeëindiging van 'n dienskontrak teen uitskeityd op 'n Saterdag moet voor 12h00 op Vrydag gegee word.

13. BETALING VIR SEKERE OPENBARE VAKANSIEDAE

(1) As 'n werknemer nie op Nuwerjaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag werk nie, moet hy teen sy gewone uurloon vir die gewone werkure vir daardie dag van die week besoldig word: Met dien verstande dat, wanneer Nuwerjaarsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, teen sy gewone uurloon betaal moet word vir die getal ure waarvoor hy betaal sou gevord het as die vakansiedag binne die tydperk Maandag tot en met Vrydag gevall het. Vir die toepassing van hierdie subklousule, is die gewone uurloon van werknemers wat aansporingsbonuswerk verrig die uurloon wat vir die betrokke klas werk in hierdie Ooreenkoms gelys is.

(2) Subklousule (1) is nie op 'n werknemer wat met verlof met betaling afwesig is, soos in Dele II van hierdie Ooreenkoms bepaal, en ook nie op werknemers wat die werk van 'n wag verrig, van toepassing nie.

(3) Indien 'n werknemer op Nuwerjaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag werk, moet hy besoldig word vir die getal ure waarvoor besoldiging ingevolge subklousule (1) betaal moet word aan 'n werknemer wat nie op sodanige dag werk nie, en daarbenewens moet hy een en een-derde maal die uurloon betaal word vir tyd gwerk tot die genoemde getal ure en daarna twee en 'n half maal die uurloon tot die gewone aanvangsystd die volgende dag.

(4) Subklousule (3) is nie in bedryfsinrigtings waarin 'n tweeskof- en drieskofstelsel gwerk word, van toepassing ten opsigte van die ure wat op 'n openbare vakansiedag met besoldiging gwerk word en wat deel van 'n gewone skof uitmaak nie: Met dien verstande dat die gewone skof onmiddellik vóór of na dié waarop sodanige ure gwerk is, geag moet word die openbare vakansiedag met besoldiging te wees daarop hierdie klousule van toepassing is.

(5) Ondanks subklousule (1), moet 'n werknemer van wie sy werkewer vereis dat hy die skof onmiddellik vóór en/of onmiddellik ná enigeen van die openbare vakansiedae in hierdie klousule gemeld, moet werk en wat van die werk op sodanige skof of skofte weglyn, nie vir sodanige vakansiedag betaal word nie tensy hy afwesig is met die toestemming van sy werkewer of weens siekte of omstandighede buite sy beheer of tensy die ure van die betrokke skof of skofte ingehaal is, en in so 'n geval moet so 'n werknemer vir die dag betaal word soos in hierdie klousule bepaal.

(6) 'n Werknemer wat veronreg voel omdat subklousule (5) op hom toegepas is, kan by die Raad appèl aanteken teen die besluit wat op hom van toepassing gemaak is, en die Raad kan na oorweging van die redes wat vir sodanige besluit aangevoer word, daardie besluit bekragtig of sodanige ander besluit neem as wat na sy mening in sodanige geval geneem moes gewees het.

14. INDIENSNEMMING VAN VAKMANNE EN LEERLINGINGENIEURS

(1) Na verloop van een maand vanaf die datum van inwerkingtreding van hierdie Ooreenkoms mag geen werkewer iemand in diens neem vir werk wat onder Loon A ingedeel is nie, uitgesonderd 'n werknemer wat sy leertyd ingevolge 'n kontrak ooreenkomsdig die Wet op Vakleerlinge of 'n ander kontrak wat deur die Raad erken word, uitgedien het in enigen van die klasse werk wat onder Loon A ingedeel is, tensy

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—

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

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

(2) Whenever the contract of service is terminable by one clear working day's notice and the employee fails to give the notice or to work such notice period, the employer may deduct the wages for the hours of an ordinary shift in the establishment concerned.

(3) For the purposes 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 12h00 on Friday.

13. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS

(1) If an employee does not work on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day or Boxing Day, he shall be paid at his ordinary hourly rate for the ordinary working hours for that day of the week: Provided that whenever New Year's Day, Republic Day, Day of the Covenant, Christmas Day or Boxing Day falls on a Saturday, an employee who does not work on such day shall be paid at his ordinary hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday inclusive. For purposes of this subclause, the ordinary hourly rate of employees employed on incentive bonus work shall be the rate for his class of work scheduled in this Agreement.

(2) The provisions of subclause (1) shall not apply to an employee who is on paid leave provided for in Part II of this Agreement and shall not apply to employees employed on watchman's work.

(3) Whenever an employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day or Boxing Day, he shall be paid for the number of hours payable in terms of subclause (1) to an employee who does not work on such day, 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 at two and one-half times the hourly rate until the usual starting time next day.

(4) The provisions of subclause (3) shall not apply in establishments working a two-shift and three-shift system in respect of the hours worked on a paid public holiday which are part of a normal shift: Provided that the normal shift immediately prior or subsequent to that on which such hours have been worked shall be regarded as the paid public holiday to which the provisions of this clause shall apply.

(5) Notwithstanding the provisions of subclause (1), an employee who is required by his employer to work the shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift or shifts shall not be paid for such holiday unless absent with the permission of his employer or on account of sickness or circumstances beyond his control or the hours of the shift or shifts concerned have been worked in, in which event payment shall be made for the day as provided for in terms of this clause.

(6) Any employee who is aggrieved by the application to him of any of the provisions of subclause (5) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

14. EMPLOYMENT OF JOURNEYMAN AND PUPIL ENGINEERS

(1) No employer shall after one month from the date of coming into operation of this Agreement employ any person on work classified as Rate A other than an employee who has completed his apprenticeship under a contract in terms of the Apprenticeship Act or any other contract recognised by the Council in any one of the classes of work specified under

sodanige werknemer in besit is van 'n sertifikaat wat deur Raad erken word of uitgereik is en wat hom instaat stel om as vakman in diens geneem te word: Met dien verstande dat 'n werknemer daarop geregtig is om by die Raad aansoek te doen om 'n sertifikaat wat hom in staat stel om as vakman in diens geneem te word, en as sodanige sertifikaat aan hom uitgereik word, kan hy daarna vir werk wat onder Loon A ingedeel is, in diens geneem word vir die werk wat op sy sertifikaat gemeld word.

(2) 'n Werkewer wat 'n leerlingingenieur in diens wil neem, moet die toestemming van die Raad vooraf verkry, en hierdie klousule is nie op leerlingingenieurs van toepassing nie.

15. IDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkewer mag iemand wat jonger as 15 jaar is in diens neem nie.

16. BUITEWERK EN HUUR VAN ARBEID

(1) Geen werkewer mag, terwyl hy in diens van 'n werkewer is, gedurende of buite die gewone werkure of werkdae in hierdie Ooreenkoms voorgeskryf, werk in die Nywerheid vra, onderneem of verrig nie, hetsy teen vergoeding of nie, behalwe ten behoeve van sy eie werkewer, maar so 'n werknemer mag werk buite sy gewone werkure op sy eie perseel verrig.

(2) Geen werkewer mag 'n werknemer wat by 'n ander werkewer in die Nywerheid in diens is, gedurende of buite sy gewone werkure of gedurende die verloftydperk van sodanige werknemer, hetsy teen vergoeding of nie, in diens neem nie.

(3) Geen werkewer mag 'n persoon op 'n ander wyse as kragtens hierdie Ooreenkoms huur nie, en hy mag ook nie die dienste van 'n werknemer verhuur aan of huur van 'n persoon nie, tensy dié persoon 'n werkewer is wat betrokke is by 'n werksaamheid of werksaamhede wat binne die Nywerheid val, soos in hierdie Ooreenkoms omskryf, en by die Raad geregistreer is.

17. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbeholdsbepling van artikel 51 (3) van die Wet, vrystelling van enigeen van die beplings van hierdie Ooreenkoms aan 'n werkewer of 'n werknemer verleen. Aansoeke om vrystelling moet aan die Sekretaris van die Raad gerig word.

(2) Die Raad moet die voorwaardes stel waarop sodanige vrystelling van krag is: Met dien verstande dat die Raad na goedvind en nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellselsertifikaat kan intrek al het die tydperk waarvoor sodanige vrystelling verleent is nog nie verstryk nie.

(3) Die Raad moet aan elkeen aan wie vrystelling verleent is, 'n sertifikaat uitreik wat behoorlik onderteken is en wat die volgende meld:

- (a) Die volle naam van die betrokke persoon;
- (b) die beplings van die Ooreenkoms waarvan vrystelling verleent is;
- (c) die voorwaardes waarop sodanige vrystelling verleent word;
- (d) die tydperk wat sodanige vrystelling van krag is.

(4) Die Raad moet—

- (a) alle sertifekte wat uitgereik word agtereenvolgens laat nommer;
- (b) 'n kopie van elke sertifikaat wat uitgereik word, hou en 'n kopie van elke sertifikaat wat uitgereik word aan die Afdelingsinspekteur, Departement van Mannekragbenutting, Durban, stuur;
- (c) 'n kopie van die sertifikaat aan die betrokke werkewer stuur wanneer die vrystelling aan 'n werknemer verleent word.

18. IDIENSNEMING VAN LEDE VAN VAKVERENIGING

(1) Lede van die vakverenigings kom ooreen om slegs by lede van die werkewersorganisasies diens te aanvaar, en lede van die werkewersorganisasies kom ooreen om slegs lede van die vakverenigings in diens te neem: Met dien verstande dat hierdie bepling nie van toepassing is nie wanneer lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder grondige rede geweier is en die betrokke werknemers of werkewer sodanige weierung binne 14 dae by die Raad aanmeld.

(2) Hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar ná die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande van sy diensaanvaarding in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

Rate A unless such employee is in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman: Provided that an employee shall be entitled to apply to the Council for a certificate enabling him to be employed as a journeyman, and he may, if granted such certificate, be employed thereafter on work classified at Rate A appearing in his certificate.

(2) Any employer wishing to employ a pupil engineer may do so only with the prior consent of the Council and the provisions of this clause shall not apply to pupil engineers.

15. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

16. OUTWORK AND HIRE OF LABOUR

(1) No employee whilst in the employ of an employer shall solicit, undertake or perform any work other than on behalf of his own employer, in the Industry, whether for remuneration or not, during or outside of the ordinary hours of work or working days prescribed in this Agreement, save that such employee may carry out work on his own premises outside of normal working hours.

(2) No employer shall employ an employee of another employer in the Industry, whether for remuneration or not, during or outside of normal working hours or during any leave period of such employee.

(3) No employer shall hire any person other than under the terms of this Agreement nor shall he hire the services of any employee to or from any person unless such person is an employer engaged in any activity or activities falling within the Industry as defined in this Agreement and is registered with the Council.

17. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement to any employer or employee. Application for exemption 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 deems 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 has been granted;
- (c) the conditions subject to which such 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 Department of Manpower Utilisation, Durban;
- (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

18. ENGAGEMENT OF TRADE UNION LABOUR

(1) Members of the trade unions agree to accept employment with members of the employers' organisations only and members of the employers' organisations agree to employ members of the trade unions only: Provided that this provision shall not apply when membership of a party to this Agreement has been refused without reasonable cause in the opinion of the Council and the employees or employer concerned reported such refusal to the Council within 14 days.

(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 commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

(3) Bewys dat 'n werknemer lid van die vakvereniging is, bestaan uit die voorlegging van 'n aanvaarbare lidmaatskapkaart wat deur een van die vakverenigings uitgereik is, en sodanige kaart moet op versoek deur die werknemer aan die werkgever of 'n agent van die Raad getoond word.

(4) Ondanks subklousule (1), mag geen werkgever 'n werknemer wat in aanmerking kom vir lidmaatskap van een van die vakverenigings maar wat nog nie lid is nie, langer as 30 dae in diens neem nie, tensy sodanige werkgever homself daarvan oortuig het dat die betrokke werknemer 'n aansoekvorm om lidmaatskap van een van die vakverenigings ingegevol het en dat dié aansoekvorm vir versending na die betrokke vakvereniging by die Raad ingediend is.

(5) Benewens die regte van 'n persoon ingevolge artikel 51 (10) van die Wet kan die Raad om goeie en afdoende redes vrystelling van subklousule (1) verleen.

19. ADMINISTRASIE VAN OOREENKOMS

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

20. VERTONING VAN KENNISGEWINGS

(1) Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in ablei amptelike tale opplak en opgeplak hou in of op die plek waar sy werknemers werkzaam is.

(2) Elke werkgever moet op 'n plek wat vir sy werknemers geredelik toeganklik is, 'n kennisgewing vertoon waarop die aangangs- en uitskeid van die werk vir elke skof of die skofte van die week en die etensure gemeld word.

(3) Subklousule (2) hiervan is nie van toepassing op werknemers wat 'n wag se werk verrig nie.

21. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. 'n Agent het die reg om 'n bedryfsinrigting te betree en om die werkgever of enigeen van die werknemers te ondervra en om die registers van die besoldiging wat betaal en die tyd wat gwerk is, te inspekteer met die doel om vas te stel of hierdie Ooreenkoms nagekom word of nie.

22. SIEKTEVERLOF MET BESOLDIGING

(1) Wanneer 'n werknemer van sy werk afwesig is weens siekte of besering (uitgesonderd siekte of besering veroorsaak deur sy eie wangedrag) moet sy werkgever siekteverlof, wat soos volg bereken is, aan hom toestaan:

(a) Gedurende die eerste 12 agtereenvolgende maande diens:

(i) In die geval van 'n werknemer wat vyf dae per week werk, minstens een werkdag ten opsigte van elke vyf voltoode weke diens by die werkgever; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, minstens een werkdag ten opsigte van elke voltoode maand diens by die werkgever.

(b) Ten opsigte van aaneenlopende diens daarna:

(i) In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdae gedurende enige daaropvolgende tydperk van 12 agtereenvolgende maande diens by die werkgever; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, altesaam minstens 12 werkdae gedurende enige daaropvolgende tydperk van 12 agtereenvolgende maande diens by die werkgever.

(2) 'n Werkgever moet aan die werknemer vir elke dag van afwesigheid soos bepaal in subklousule (1) 'n bedrag betaal wat nie minder is nie as die bedrag wat die werknemer sou ontvang het indien hy die gewone ure van die skof vir daardie dag van die week gwerk het: Met dien verstande dat—

(i) die werkgever van die werknemer kan vereis om 'n doktersertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en die duur van sy siekte of besering vermeld, voordat enige bedrag kragtens hierdie subklousule aan die werknemer betaal word ten opsigte van enige tydperk van afwesigheid van sy werk van meer as twee agtereenvolgende dae; en

(ii) indien die werknemer gedurende enige tydperk van hoogstens agt agtereenvolgende weke betaling vir siekterlof, soos in hierdie subklousule bepaal, by twee of meer geleenthede ontvang het sonder om voormalde doktersertifikaat voor te lê, die werkgever van hom kan vereis om sodanige mediese sertifikaat voor te lê ten opsigte van enige tydperk van afwesigheid van sy werk weens siekte of besering wat opgedoen is binne 'n tydperk van agt weke bereken vanaf die laaste datum wat hy met siekterlof was;

(3) Proof of membership by an employee of the trade union shall be the production of a current membership card issued by one of the trade unions, and shall be produced by the employee to the employer or an agent of the Council on demand.

(4) Notwithstanding the provisions of subclause (1), no employer may employ, for a period in excess of 30 days, an employee who is eligible for membership of one of the trade unions but who does not hold such membership unless such employer has satisfied himself that the employee in question has completed an application form for membership of one of the trade unions and that such application form has been lodged with the Council for transmission to the trade union concerned.

(5) Apart from the rights of a person in terms of section 51 (10) of the Act, the Council may grant exemption from the provisions of subclause (1) for any good and sufficient reason.

19. ADMINISTRATION OF AGREEMENT

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

20. 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 stating the starting and finishing times of work for each shift or shifts of the week and the meal hours.

(3) The provisions of subclause (2) hereof shall not apply to employees employed on watchman's work.

21. 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 remuneration paid and time worked, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

22. PAID SICK LEAVE

(1) Whenever an employee is absent from work through sickness or injury (other than sickness or injury caused by his own misconduct) his employer shall grant to him sick leave calculated as follows:

(a) During the first 12 consecutive months of employment:

(i) In the case of an employee working a five-day week, not less than one working day in respect of each completed five weeks of employment with the employer; and

(ii) in the case of an employee working a six-day week, not less than one working day in respect of each completed month of employment with the employer.

(b) In respect of continuous employment thereafter:

(i) In the case of an employee working a five-day week, not less than 10 working days in the aggregate during any succeeding periods of 12 consecutive months of employment with the employer; and

(ii) in the case of an employee working a six-day week, not less than 12 working days in the aggregate during any succeeding periods of 12 consecutive months of employment with the employer.

(2) An employer shall pay the employee for each day of absence as provided for in subclause (1) an amount of not less than the amount the employee would have received had he worked the ordinary hours of the shift for that day of the week: Provided that—

(i) before making payment of any amount payable to an employee in terms of this subclause in respect of any period of absence from work of more than two consecutive days, the employer may require the employee to produce a medical certificate signed by a registered medical practitioner stating the nature and duration of the employee's illness or injury;

(ii) if during any period of up to eight consecutive weeks the employee has received payment for sick leave as provided for in this subclause on two or more occasions without producing a medical certificate as aforesaid, the employer may require him to produce such medical certificate in respect of any period of absence from work on account of sickness or injury occurring within a period of eight weeks reckoned from the date of his last absence on sick leave;

(iii) die werkgever van die werknemer kan vereis om 'n doktersertifikaat, soos vermeld, voor te lê ten opsigte van enige afwesigheid van sy werk op die werkdag onmiddellik voor en/of na 'n Sondag of enige van die openbare vakansiedae wat in klousule 13 (1) van hierdie Deel van die Ooreenkoms gespesifieer is.

(3) Waar 'n werkgever by wet verplig word om geld te betaal vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en hy sodanige geldte wel betaal ten opsigte van 'n siekte of besering in hierdie klousule bedoel, kan die bedrag aldus betaal verreken word teen die betaling vir siekterverlof wat ingevolge hierdie klousule verskuldig is.

(4) Hierdie klousule is nie van toepassing op werkgewers en werknemers wat ingevolge die Raad se Siektebesoldigingsfonds-ooreenkoms verplig is om tot die Siektebesoldigingsfonds van die Elektrotegniese Nywerheid (Natal) by te dra nie, of op werkgewers en hul werknemers wat deelnemers in en lede is van 'n fonds, organisasie of skema wat voorsiening maak vir siekterverlof met besoldiging op 'n grondslag wat nie minder gunstig vir die werknemer is nie as dié uiteengesit in die Siektebesoldigingsfondsooreenkoms en ten opsigte waarvan vrystelling deur die Raad van die bepalings van die Siektebesoldigingsfondsooreenkoms toegestaan is of word, terwyl sodanige fonds, organisasie of skema bly funksioneer en beide die werkgever en die werknemers deelnemers daarin is.

(5) Ondanks enige ander bepaling van hierdie klousule, is geen werknemer geregtig op siekterverlof met besoldiging—

(a) ten opsigte van sodanige tydperke van afwesigheid van sy werk waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet 30 van 1941), betaalbaar is nie; en

(b) ten opsigte van openbare vakansiedae met besoldiging soos in hierdie Ooreenkoms gespesifieer, of ten opsigte van enige gedeelte van die verlof met besoldiging bedoel in klousules 2 en 3 van Seksie 1 van Deel II van hierdie Ooreenkoms nie.

(6) Vir die toepassing van hierdie klousule, sluit "indienstneming" enige tydperk in waartydens 'n werknemer—

(a) ingevolge Deel II van hierdie Ooreenkoms met verlof met besoldiging of met bykomende verlof met besoldiging is;

(b) ingevolge hierdie klousule met siekterverlof met besoldiging is;

(c) op las of versoek van die werkgever van sy werk afwesig is; of

(d) tot vier maande van enige bepaalde tydperk militêre diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), ondergaan.

(7) Enige tydperk van aaneenlopende diens wat die werknemer op die datum van inwerkingtreding van hierdie Ooreenkoms by dieselfde werkgever gehad het, word vir die toepassing van hierdie klousule geag diens te wees, en enige siekterverlof met besoldiging wat voor genoemde datum gedurende die tydperk van sodanige diens aan die werknemer toegestaan is, word geag kragtens hierdie klousule toegestaan te gewees het.

"Siektebesoldigingsfondsooreenkoms" beteken die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 203 van 11 Februarie 1977 en dit sluit enige wysigingsooreenkoms of daaropvolgende ooreenkoms in.

23. 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 werknemer en elke werkgever moet tot die fondse van die Raad bydra volgens die volgende skaal:

Kolom A	Kolom B	Kolom C
Loongroep of klas werknemer	Werknemer se bydrae (Sent per week)	Werkgever se bydrae (Sent per week)
Loon A- tot D-werknemers en werknemers wie se gelyste loon meer as 182c per uur is.....	15	15
Loon DD- en DDD-werknemers en werknemers wie se gelyste loon minstens 80c per uur en hoogsteis 182c per uur is.....	10	10
Loon E- tot I-werknemers en werknemers wie se gelyste loon minder as 80c per uur is.....	2	2

(iii) the employer may require the employee to produce a medical certificate as aforesaid in respect of any absence from work on the working day immediately preceding and/or succeeding a Sunday or any of the public holidays specified in clause 13 (1) of this Part of the Agreement.

(3) Where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any illness or injury referred to in this clause, the amount so paid may be set off against the payment for sick leave due in terms of this clause.

(4) The provisions of this clause shall not apply to employers and employees who are required to contribute to the Electrical Industry (Natal) Sick Pay Fund in terms of the Council's Sick Pay Fund Agreement or to employers and their employees who are participants in and members of a fund, organisation or scheme providing for paid sick leave on a basis which is not less favourable to the employee than that set out in the Sick Pay Fund Agreement and in respect of which exemption has been granted or is granted by the Council from the provisions of the Sick Pay Fund Agreement, whilst such fund, organisation or scheme continues to operate and both the employer and the employee are participants therein.

(5) Notwithstanding any other provision of this clause, no employee shall be entitled to paid sick leave—

(a) in respect of such periods of absence from work for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941); and

(b) in respect of paid public holidays as specified in this Agreement, or in respect of any portions of the paid leave referred to in clauses 2 and 3 of section 1 of Part II of this Agreement.

(6) For the purposes of this clause, "employment" includes any period during which an employee—

(a) is on paid leave or additional paid leave in terms of Part II of this Agreement;

(b) is on paid sick leave in terms of this clause;

(c) is absent from work on the instruction or at the request of his employer; or

(d) is undergoing military service in pursuance of the Defence Act, 1957 (Act 44 of 1957), for up to four months of any one period of such service.

(7) Any period of continuous employment which the employee has had with the same employer as at the date of coming into operation of this Agreement shall be deemed to be employment for the purposes of this clause and any sick leave with pay granted to the employee prior to the said date during the period of such employment shall be deemed to have been granted under this clause.

"Sick Pay Fund Agreement" means the Agreement published under Government Notice R. 203 of 11 February 1977 and includes any amending agreement or any succeeding agreement.

23. 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 employee and every employer shall contribute to the funds of the Council on the following scale:

Column A	Column B	Column C
Wage group or class of employee	Employee's contribution (Cents per week)	Employer's contribution (Cents per week)
Rate A to D employees and employees whose scheduled rate exceeds 182c per hour.....	15	15
Rate DD and DDD employees and employees whose scheduled rate is not less 80c per hour and not more than 182c per hour.....	10	10
Rate E to I employees and employees whose scheduled rate is less than 80c per hour.....	2	2

(2) Die bedrae in kolom B van die tabel vermeld, moet deur die werkgewers van die lone van hul werknemers afgentrek word.

(3) By die bedrae wat aldus van die lone van sy werknemers afgetrek is, moet elke werkewer die bedrae byvoeg wat in kolom C van die tabel vermeld word en die totale bedrag, tesame met 'n begeleidende staat, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), Posbus 722, Durban, stuur.

(4) In alle gevalle waar geen bydraes ingevolge subklousules (1), (2) en (3) hiervan betaalbaar is nie of waar die totale bedrag wat ingevolge subklousule (3) betaalbaar is minder as R5 beloop, moet die totale bedrag in subklousule (3) bedoel, deur die werkewer met so 'n bedrag aangevul word dat dit elke maand 'n totaal van R5 uitmaak.

(5) Afgesien daarvan of 'n bedrag ingevolge hierdie klousule aan die Raad betaalbaar is of nie, moet elke werkewer voor of op die 15de dag van elke maand die staat in subklousule (3) bedoel, ten opsigte van die vorige maand aan die Raad stuur op die wyse in genoemde subklousule voorgeskryf.

24. ONGEOORLOOFDE INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling waarby die indiensneming of die indienshouding van 'n werknemer in enige klas werk of op enige voorwaarde verbied word, geag die werkewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaarde wat hy sou moes betaal of nagekom het indien sodanige indiensneming of indienhouding nie verbode was nie, en moet die werkewer aanhou om sodanige besoldiging te betaal en sodanige voorwaarde na te kom asof sodanige indiensneming of indienhouding nie verbode was nie.

25. VERBOD OP SESSIE EN/OF SKULDVERGELYKING

Geen eis hoogenaamd wat 'n werknemer teen die Raad het, mag gesedeer word nie, en geen beweerde sessie daarvan is vir die Raad bindend nie.

Skuldvergelyking tussen enige bedrag aan 'n werknemer betaalbaar soos in klousule 9 (3) van hierdie Deel bedoel en enige bedrag deur sodanige werknemer betaalbaar en waarvan die aftrekking ingevolge daardie klousule verbied word, is nie geldig nie en word uitdruklik uitgesluit, en hierdie bepaling word geag 'n voorwaarde van elke dienskontrak tussen werkewer en werknemer te wees.

26. TOELAE VIR BESERING OP DIENS

(1) Wanneer 'n werknemer van die werk afwesig is weens 'n besering of ongesiktheid wat binne die bestek van die Ongevallewet, 1941, val, en sodanige werknemer gedek word deur die bepalings van die Siektebesoldigingsfonds van die Elektrotegniese Nywerheid (Natal), moet hy 'n uurtolae van 33 persent van die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms gelys, betaal word vir die ure wat hy van sy werk afwesig is op dié dag of dae wat ingevolge genoemde Wet nie as vergoedbaar erken word nie, en wel vir hoogstens drie dae.

(2) Wanneer 'n werknemer van sy werk afwesig is weens 'n besering of ongesiktheid wat binne die bestek van die Ongevallewet, 1941, val en sodanige werknemer nie deur die bepalings van die Siektebesoldigingsfonds van die Elektrotegniese Nywerheid (Natal) gedek word nie, moet hy 'n uurtolae van 33 persent van die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms gelys, betaal word vir die ure wat hy van sy werk afwesig is op enige dag of dae, en wel vir hoogstens die eerste week van sodanige afwesigheid: Met dien verstande dat geen betaling ooreenkoms hierdie subklousule ongeskied nie gedurende enige tydperk ten opsigte waarvan ongesiktheidstoelaes ingevolge genoemde Wet betaalbaar is.

27. DIENSSERTIFIKAAT

'n Werkewer moet, wanneer daartoe versoek deur 'n werknemer by die beëindiging van sy diens, sodanige werknemer voorsien van 'n dienssertifikaat wat die volgende meld: Die volle name van die werkewer en die werknemer, die aard van die diens, die datums van die aanvang en beëindiging van die kontrak en die loon wat die werknemer op die datum van sodanige beëindiging ontvang het: Met dien verstande dat waar die loon van 'n werknemer in hierdie Ooreenkoms bepaal word volgens die lengte van sy diens, die werknemer by diensverandering 'n dienssertifikaat, aan sy nuwe werkewer moet toon ten einde geregtig te word op die besoldiging wat volgens die lengte van sy diens voorgeskryf word.

28. JAARLIKSE SLUITING

(1) Behoudens subklousules (2) en (3) van hierdie klousule, moet elke werkewer wat sy bedryfsinrichting of 'n afdeling daarvan, na gelang van die geval, jaarliks wil sluit, vir die toepassing van Deel II van hierdie Ooreenkoms die Raad

(2) The amounts shown in column B of the table shall be deducted by employers from the wages of their employees.

(3) To the amounts thus deducted from the wages of his employees, every employer shall add the amounts shown in column C of the table and forward the total sum together with a covering statement to the Secretary, Industrial Council for the Electrical Industry (Natal), P.O. Box 722, Durban.

(4) In any instance where no contributions are payable as provided for in subclauses (1), (2) and (3) hereof or the total amount under subclause (3) is less than R5 the total amount referred to in subclause (3) shall be supplemented by the employer by such amount as to make a total of R5 in each month.

(5) Regardless of whether any amount is payable to the Council in terms of this clause every employer shall, by not later than the 15th day of each month forward to the Council, in respect of the preceding month, and in the manner indicated therein the statement referred to in subclause (3).

24. UNAUTHORISED EMPLOYMENT

Notwithstanding anything to the contrary in this Agreement no provisions which prohibit the engagement or employment of an employee in 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.

25. PROHIBITION OF CESSION AND/OR SET-OFF

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.

Set-off as between any amounts payable to an employee as referred to in clause 9 (3) of this Part, and any amount payable by such employee, the deduction of which is prohibited by that clause, shall not operate and is expressly excluded and this provision shall be deemed to be a term of every contract of employment between employer and employee.

26. INJURY ON DUTY ALLOWANCE

(1) 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 Industry (Natal) Sick Pay Fund, he shall be paid an hourly allowance of 33 per cent of the basic hourly rate for his class of work scheduled in this Agreement 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.

(2) 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 Industry (Natal) Sick Pay Fund, he shall be paid an hourly allowance of 33 per cent of the basic hourly rate for his class of work scheduled in this Agreement for the hours he is absent from work on any day or days up to a maximum of the first week of such absence: Provided that payment in terms of this subclause shall not be paid during any period in respect of which disablement payment is payable in terms of the said Act.

27. 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 the 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.

28. ANNUAL SHUT-DOWN

(1) Except as provided for in subclauses (2) and (3) every employer who wishes to observe an annual shut-down of the establishment or department thereof, as the case may be, shall, for the purposes of Part II of this Agreement, advise the Coun-

minstens drie maande vooraf in kennis stel van die voorgenoemde sluiting van die bedryfsinrigting of 'n afdeling daarvan, na gelang van die geval, nadat hy eers die toestemming van die meerderheid van die werknemers in dié bedryfsinrigting of afdeling daar toe verky het.

(2) Werkgewers wat voor die inwerkingtreding van hierdie Ooreenkoms hul bedryfsinrigtings of 'n gedeelte daarvan jaarliks gesluit het vir verlof met besoldiging, word geag hul bedryfsinrigtings of 'n gedeelte daarvan nog jaarliks te sluit, en daar word nie van hulle vereis om die Raad van sodanige reëling in kennis te stel nie.

(3) Elke werkewer wat na die inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet binne een maand nadat hy met sy werkzaamhede begin het, die Raad in kennis stel of hy hom aan die verlofbepalings van die Ooreenkoms van aan die alternatiewe jaarlikse sluiting sal hou.

(4) Waar die werkewer hom aan 'n jaarlike sluiting hou, moet die bedryfsinrigting (of 'n afdeling daarvan, na gelang van die geval) gesluit word vir dié ononderbroke tydperk wat die werknemers wat in aanmerking kom vir verlof met besoldiging ingevolge klosusule 2 (3) van Seksie 1 van Deel II van die Ooreenkoms in staat sal stel om hul volle verlof, met besoldiging, plus dié dae wat ingevolge genoemde klosusules bygevoeg moet word, te neem en die tydperk van die sluiting moet, sover doenlik, in elke tydperk van 12 maande binne dieselfde datums val: Met dien verstande dat die werkewer in die geval van Gesinsdag kan verkies om die werknemer sy gewone uurloon vir so 'n dag te betaal asof Gesinsdag binne die tydperk Maandag tot en met Vrydag val, in plaas van die tydperk van verlof met besoldiging te verleng deur 'n ekstra dag by te voeg vir Gesinsdag soos in hierdie subklosusule bepaal.

(5) Aan 'n werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge subklosusule (4) nie geregtig is op die volle tydperk van verlof met besoldiging wat in klosusule 2 (3) van Seksie 1 van Deel II van die Ooreenkoms voor geskryf word nie, moet verlofbesoldiging en verlofbonus betaal word soos bedoel in klosusule 4 van Seksie 1 van Deel II van die Ooreenkoms eweredig aan die kwalifisering vir die verlof met besoldiging wat op die sluitingsdatum van die bedryfsinrigting voltooi is, en aan 'n werknemer wie se verlof met besoldiging deur Seksie 2 van Deel II van hierdie Ooreenkoms bepaal word, moet insgelyks verlofbesoldiging betaal word eweredig aan die kwalifisering vir die verlof met besoldiging wat in dié klosusule uiteengesit word.

In alle gevalle in hierdie subklosusule bedoel, word die diens van 'n werknemer wat aldus geraak word, vir die doelendes van sy kwalifisering vir sy volgende verlof met besoldiging geag te begin op die datum waarop die bedryfsinrigting (of 'n afdeling daarvan, na gelang van die geval) weer open.

(6) Niks hierin vervat, mag die uitwerking hê dat dit 'n werkewer belet om van die dienste van werknemers vir noodsaaiklike werk gedurende die tydperk van die sluiting gebruik te maak nie: Met dien verstande dat die name van die werknemers wie se dienste vir noodsaaiklike werk (uitgesondert onderhoudswerk soos hierin omskryf) vereis word en die redes daarvoor minstens een maand vooraf die werknemers se dienste vereis word, aan die Raad bekendgemaak word: Voorts met dien verstande dat alle sodanige werknemers wie se dienste gedurende die sluitingstydperk behou word, hul verlof met besoldiging toegestaan moet word ooreenkomsdig die res van die bepalings van die Ooreenkoms wat op verlof met besoldiging betrekking het.

"Onderhoudswerk", soos hierin bedoel, beteken en word beperk tot dringende onderhouds- of herstelwerk in verband met 'n werkewer se eie installasie en/of masjinerie.

(7) Waar 'n werknemer sy bedryfsinrigting jaarliks sluit, moet hy drie maande voor die datum van die sluiting 'n kennigsing in die bedryfsinrigting vertoon wat die datum van die eersvolgende jaarlike sluiting meld.

(8) 'n Werknemer wat verkies om sy bedryfsinrigting jaarliks te sluit, is verplig om met daardie reëling vol te hou en mag nie daarvan awyk nie, tensy hy sy werknemers minstens 12 maande vooraf kennis gee van sy voorneme om van sodanige reëling af te wyk en tensy hy die toestemming van die Raad vir die voorgestelde verandering verkry.

(9) Waar 'n werkewer wat sy bedryfsinrigting ooreenkomsdig hierdie klosusule jaarliks sluit 'n werknemer se diens beëindig en die eweredige tydperk van verlof met besoldiging wat aan die werknemer op die datum van diensbeëindiging toeval vanaf daardie datum tot in die jaarlike sluitingstyd van die bedryfsinrigting strek en die werkewer dieselfde werknemer binne 'n maand na die heropening van die bedryfsinrigting weer in diens neem, is die werknemer geregtig op besoldiging soos voorgeskryf in klosusule 13 (1) van hierdie Deel van die Ooreenkoms ten opsigte van die openbare vakansiedae in daardie subklosusule bedoel wat geval het binne

cil at least three months in advance of the intended shut-down in the establishment or department thereof, as the case may be, and shall have first obtained the consent of the majority of the employees engaged in that establishment or department.

(2) Employers who were observing an annual shut-down arrangement for the purpose of the paid leave prior to the coming into operation of this Agreement shall be deemed to be observing an annual shut-down and are not required to advise the Council of the observance of that arrangement.

(3) Every employer entering the Industry after the commencing date of this Agreement shall, within one month of commencing operation, advise the Council whether the leave provisions of the Agreement or alternatively an annual shut-down will be observed.

(4) Where an annual shut-down is to be observed, the establishment (or department, as the case may be) shall be closed for such unbroken period as will enable employees who have qualified for paid leave in terms of clause 2 (3) of Section 1 of Part II of the Agreement to take their full paid leave extended by any days that must be added in terms of the said clauses and the period of the closure shall, as near as practicable, fall between the same dates in each 12-month period: Provided that in the case of Boxing Day the employer may elect to pay the employee at his ordinary hourly rate for such day as if Boxing Day fell within the period Monday to Friday, inclusive, in lieu of extending the period of the paid leave by an extra day for Boxing Day as provided for in this subclause.

(5) Any employee who at the date of closing of an establishment in terms of subclause (4) is not entitled to the full period of the paid leave prescribed in clause 2 (3) of Section 1 of Part II of the Agreement shall be paid leave pay and leave bonus referred to in clause 4 of Section 1 of Part II of the Agreement proportionate to the qualification for the paid leave completed at the date of the closing of the establishment.

In any such case as is referred to in this subclause the employment of any employee thus affected shall be deemed to commence on the date of re-opening of the establishment (or department, as the case may be) for the purpose of his qualification for his next paid leave.

(6) Nothing herein contained shall operate to preclude an employer from employing the services of employees required for essential work during the period of the shut-down: Provided that the names of the employees whose services are required for essential work (other than maintenance work as herein defined) and the reasons therefor shall be notified to the Council at least one month in advance of the employees' services being required: Provided further that any such employees whose services are retained during the period of the shut-down shall be given their paid leave in conformity with the remaining provisions of the Agreement relating to paid leave.

"Maintenance work" referred to herein means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery.

(7) Where an employer observes an annual shut-down he shall display in the establishment three months before the date of the shut-down a notice setting out the date of the next annual shut-down.

(8) Every employer who elects to observe the annual shut-down shall be bound to carry on with that arrangement and shall not depart therefrom except by giving at least 12 months' notice to his employees of his intention to depart from the arrangement and obtaining the consent of the Council to the proposed change.

(9) Where an employer who observes an annual shut-down in terms of this clause terminates the employment of an employee and the proportionate period of paid leave accrued to the employee at the date of termination would extend from that date into the annual shut-down, and the employer re-engages the same employee within one month after the re-opening of the establishment, the employee shall be entitled to payment as provided for in clause 13 (1) of this Part of the Agreement in respect of the public holidays referred to in

daardie tydperk van verlof met besoldiging wat aan die werknemer toeval op die datum van diensbeëindiging wat tot in die jaarlike sluitingstyd sou gestrek het, en die werkewer moet, wanneer hy die werknemer na die heropening van die bedryfsinrigting weer in diens neem, sodanige betaling aan die werknemer doen indien dit nie reeds gedoen is nie.

29. TEGNOLOGIESE VERANDERINGS

Indien daar gedurende die geldigheidstermyn van hierdie Ooreenkoms te enigertyd vertoë tot die Raad gerig word dat 'n taakomskrywing ten opsigte van die verrigting van enige werk as gevolg van tegnologiese veranderings wat na die datum van inwerkingtreding van hierdie Ooreenkoms ingevoer is, ongeskik is, moet sodanige vertoë op die eersvolgende vergadering van die Raad oorweeg word en moet die Raad besluit of die voorwaarde gewysig moet word en of omstandighede dit regverdig dat vrystelling verleen word ten einde die toepassing van gesikter voorwaarde te magtig en of die voorwaarde wat ingevolge hierdie Ooreenkoms van toepassing is sonder wysiging op sodanige werk toegepas moet word.

30. STIGTING VAN 'N TRUSTFONDS-VOORSKOTFONDS

'n Bewyssuk wat aan 'n werknemer uitgereik word ingevolge klausule 2 (5) van Seksie 1 van Deel II van hierdie Ooreenkoms, is geldig vir 'n tydperk van twee jaar vanaf die datum van die laaste skof wat sodanige werknemer gewerk het, en bedrae waarvan 'n werknemer in die boeke van die Raad gekrediteer is, val by die verstryking van sodanige tydperk aan die Raad toe. Bedrae wat aldus aan die Raad toeval, moet gestort word in 'n fonds wat as die "Trustfonds-voorskotfonds" bekend staan en waaruit die Raad na volstrekte goedvindie—

(a) aan die werknemer die geldekwivalent kan voorskiet van die verlof met besoldiging waarop hulle geregtig is en wat ingevolge klausule 2 (5) van Seksie 1 van Deel II van hierdie Ooreenkoms aan die Raad gestuur moet word, en/of die geldekwivalent van die verlofbonus waarop hulle geregtig is en wat ingevolge klausule 4 (4) van Seksie 1 van Deel II van die Ooreenkoms aan die Raad gestuur moet word, na gelang van die geval; of

(b) die hele of 'n gedeelte van die geldekwivalent van verlof met besoldiging en/of verlofbonus waarop die werknemers geregtig is, aan hulle kan betaal in gevalle waar sodanige geld of 'n gedeelte daarvan andersins vir die werknemers verlore sou raak vanweë die insolvensie of likwidasie van 'n werkewer:

Met dien verstande dat—

(i) bedrae wat ingevolge paragraaf (b) van hierdie subklausule aan die Raad toeval en wat die Raad beskou as te veel vir 'n toereikende reserwe in die Trustfonds-voorskotfonds, in die fondse van die Raad gestort kan word, maar dat sodanige bedrae nie in die Trustfonds-voorskotfonds of die fondse van die Raad gestort mag word nie totdat 'n verdere tydperk van ses maande na die verstryking van die tydperk van twee jaar verloop het en datiese wat gedurende sodanige tydperk van ses maande ingedien word, deur die Raad betaal moet word;

(ii) die Raad enige eis wat 'n werknemer na die verstryking van sodanige tydperk van ses maande indien moet oorweeg en na goedvindie 'n ex gratia-bedrag uit die Trustfonds-voorskotfonds (of uit dié bedrae wat aan die fondse van die Raad toegeval het—ingeval die Trustfonds-voorskotfonds uitgeput is) aan werknemers soos hierin bedoel, kan betaal.

31. WERKENDE VENNOTE

Alle werkende vennote en/of werkewers in die Nywerheid moet die werkure wat vir werknemers in hierdie Ooreenkoms voorgeskryf is, nakom.

DEEL II

SEKSIE 1

1. TOELAES

(1) *Reis- of verblyftoelaes.*—(a) Wanneer 'n werkplek geleë is buite 'n straal van 10 km vanaf die werkewer se eie besighedsplek waar die werknemer hom gewoonlik moet aanmeld, maar in 'n gebied waar hierdie Ooreenkoms van toepassing is en daar redelikerwyse van die werknemer verwag kan word om elke dag na sy woonplek terug te keer, en hy dit wel doen, moet die tyd wat deur 'n werknemer in beslag geneem word om heen en weer na die werkplek te ry, een rigting in sy eie tyd wees en die ander rigting tydens die gewone werkure voorgeskryf in klausule 5 van Deel I van hierdie Ooreenkoms: Met dien verstande dat die tyd wat gedurende daardie dag bestee word deur tussen werkplekke te reis in die werkewer se tyd moet wees.

that subclause which fell within that period of the paid leave accrued to the employee at date of termination that would have extended into the period of the annual shut-down, and the employer shall, upon his re-engaging the employee after the re-opening of the establishment, make such payment to the employee if it has not already been made.

29. TECHNOLOGICAL CHANGES

If, during the currency of the Agreement, representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technological changes introduced subsequent to the date of coming into operation of this Agreement, such representations shall be considered at the first ensuing meeting of the Council which shall decide whether the conditions shall be amended or whether circumstances warrant an exemption being granted so as to authorise the application of more appropriate conditions or whether the conditions applicable under the Agreement shall apply to such work without modification.

30. ESTABLISHMENT OF A TRUST FUND ADVANCES FUND

Any voucher issued to an employee in terms of clause 2 (5) of Section 1 of Part II of this Agreement 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 Council. Amounts so accruing to the Council shall be credited to a fund designated the "Trust Fund Advances Fund" from which the Council in its absolute discretion may—

(a) advance to employees the money equivalent of the paid leave entitlement forwardable to the Council in terms of clause 2 (5) of Section 1 of Part II of this Agreement and/or the money equivalent of the leave bonus entitlement forwardable to the Council in terms of clause 4 (4) of Section 1 of Part II of the Agreement, as the case may be; or

(b) pay to the employees in whole or in part the money equivalent of any paid leave and/or leave bonus entitlement in cases where such moneys or part thereof would otherwise be lost to employees by reason of the insolvency or liquidation of any employer:

Provided that—

(i) any amounts accruing to the Council in terms of paragraph (b) of this subclause as the Council may regard as being in excess of a sufficient reserve in the Trust Fund Advances Fund may be accrued to the Council funds but shall not be accrued to the Trust Fund Advances Fund or the Council funds until a further period of six months has elapsed after the expiration of the two-year period, and any claims presented during such six-month period shall be paid by the Council;

(ii) the Council shall consider any claim that may be made by any employee after the expiration of such six-month period, and may in its discretion make ex gratia payment from the Trust Fund Advances Fund (or from such amounts accrued to Council funds in the event of the depletion of the Trust Fund Advances Fund) to such employees as are referred to herein.

31. WORKING PARTNERS

All working partners and/or employers in the Industry shall observe the hours of work prescribed for employees in this Agreement.

PART II

SECTION 1

1. ALLOWANCES

(1) *Travelling or subsistence allowances.*—(a) Whenever a job is situated outside a radius of 10 km from the employer's own place of business where the employee is normally required to report, but within the area to which this Agreement relates and the employee can reasonably be said to be able to and does return to his home every day, any time occupied by an employee in proceeding to or from the working site shall be one way in his own time and the other way during the normal working hours prescribed in clause 5 of Part I of this Agreement: Provided that time spent in travelling between jobs during that day shall be in the employer's time.

(b) 'n Werkgever is daarop geregtig om gesikte vervoer in albei rigtings te verskaf of om vir vervoer ten opsigte van genoemde afstand te betaal teen tariewe wat van tyd tot tyd deur die Raad vasgestel word. Die Raad moet die tariewe in Januarie en Julie van elke jaar bepaal en sodanige tariewe tree op die eerste Vrydag na 15 Januarie en 15 Julie van elke jaar in werking.

(c) 'n Werkgever moet 'n werkneem wat geregtig is op vervoertoelaes soos in paragraaf (b) bepaal, op dieselfde tydstip betaal as dié waarop sy gewone besoldiging betaal word.

(d) Waar daar redelikerwyse van 'n werkneem verwag kan word om elke dag na sy woonplek terug te keer maar waar hy verhinder word om die vervoer soos in paragraaf (b) bedoel, te gebruik omdat daar van hom vereis word om hom by sy werkgever se besigheidspale aan te meld voordat hy na sy werkplek vertrek en/of nadat hy van die dag se werk terugkeer, moet sodanige werkneem vir elke uur reistyd buite die gewone werkure, wat die gevolg van die nakoming van sodanige vereiste is, teen 50 persent van sy uurloon betaal word.

(e) (i) Waar daar nie redelickerwyse van 'n werkneem verwag kan word om daagliks na sy woonplek terug te keer nie, is hy geregtig op voorstedelike reisgeld of tweedeklas-hooflyreisgeld per spoor na en van die werkplek, onderskeidelik aan die begin en beëindiging van sodanige werk. Vir reistyd gedurende die gewone werkure moet daar betaal word teen die uurloon van die betrokke werkneem of 75 persent van sy uurloon vir elke uur wat hy buite die gewone werkure aan reistyd bestee. Wanneer 'n bed of gewone maaltye op hooflyntreine nodig is, moet dit vir rekening van die werkgever wees.

(ii) Waar gesikte huisvesting naby die werkplek beskikbaar is, moet dit vir rekening van die werkgever wees, en waar sodanige huisvesting nie beskikbaar is nie, moet werkneemers vir wie lone onder Loon A in Seksie 2 van hierdie Deel voorgeskryf word, kwekelinge en vakleerlinge 'n toelae van R10 ten opsigte van elke nag weg van die huis betaal word. In die geval van alle ander werkneemers moet die bedrag van R10 na R3 verminder word.

(f) Waar daar redelickerwyse van 'n werkneem verwag kan word om gedurende die naweek na sy woonplek terug te keer en teen die gewone aanvangstyd op Maandag, of Dinsdag indien Maandag 'n openbare vakansiedag is soos omskryf in klousule 13 van Deel 1 van hierdie Ooreenkoms, weer by sy werk terug te wees, is hy geregtig op die koste van 'n spoerwegretoekaartjie (tweedeklas) gedurende sodanige naweke, maar geen bedrag word in plaas van sodanige reisgeld betaal indien die reis nie onderneem word nie. 'n Werkneem is nie op enige besoldiging ten opsigte van reistyd gedurende sodane naweke geregtig nie.

(2) *Lykuistoelae.*—Wanneer 'n werkneem werk verrig in 'n lykhuis of koelkamer verbonde aan 'n begrafnisonderneemer se bedryfsinrichting, is hy, mits sodanige lykhuis of koelkamer vir sy gewone doel gebruik word, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van 8 persent van die basiese minimum uurloon ten opsigte van elke bedryfsinrichting waarin hy werk: Met dien verstande egter dat, wanneer die uitvoering van sy werk van hom vereis om op dieselfde dag as dié waarop die werk begin is, na 'n bedryfsinrichting terug te keer, hy nie op 'n verdere toelae vir sodanige herbesoek geregtig is nie.

(3) *Hooftstoelae.*—Wanneer 'n werkneem, uitgesonderd 'n werkneem wat uitdruklik vir sulke werk in diens geneem is, werk aan die buitekant van bestaande geboue en/of strukture verrig bokant 'n onversperde val van 6 m wat die gebruik van 'n hangsteier of 'n bootsmanstoel vereis, is hy, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van 8 persent van sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy sodanige werk verrig.

(4) *Bystandstoelae.*—Wanneer daar van 'n werkneem verwag word om op roep te wees vir diens buite die gewone werkure, moet daar 'n toelae van R2 vir elke 24-uur tydperk wat daar van hom verwag word om op roep of bystand te wees, betaal word.

2. VERLOFBESOLDIGING

(1) Behalwe in die geval van werkneemers wat aansporingsbonuswerk verrig, moet verlofbesoldiging waaroor hierdie klousule voorsiening maak, bereken word teen die uurloon soos in hierdie Ooreenkoms omskryf wat die werkneem ontvangoop die datum wanneer hy vir sy verlof met besoldiging kwalifiseer: Met dien verstande dat waar 'n werkneem se beroepskategorie verander gedurende die tydperk wat hy vir verlof kwalifiseer die besoldiging bereken moet word teen die uurloon, wat die werkneem voor die beroepsverandering ontvang het.

(b) An employer shall be entitled to provide suitable transport both ways or pay for transport in respect of the said distance at rates laid down by the Council from time to time. The Council shall determine the rates in January and July of each year and such rates shall become effective on the first Friday after 15 January and 15 July of each year.

(c) An employer shall pay any employee entitled to transport allowance as provided for in paragraph (b) at the same time as he is paid his normal remuneration.

(d) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of transport as contemplated by paragraph (b) in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, then such employee shall be paid for every hour travelled outside the ordinary working hours in compliance with such requirement at 50 per cent of his hourly wage.

(e) (i) Where an employee can reasonably be said to be unable to return to his home daily, he shall be entitled to sub-urban railway fare or second-class main line railway fare to and from the place of work at the beginning and termination of such work, respectively. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned or 75 per cent of his hourly wage for every hour spent in travelling outside the ordinary working hours. Bedding and normal meals on main-line trains, when required, shall be to the account of the employer.

(ii) Where suitable accommodation is available in proximity to the place of work, this shall be to the employer's account and where such accommodation is not available, employees for whom wages are prescribed under Rate A in Section 3 of this Part, trainees and apprentices shall be paid an allowance of R10 in respect of every night they spend away from home. In the case of all other employees the amount of R10 shall be reduced to R3.

(f) Where an employee can reasonably be said to be able to proceed to his home at the week-end and return by the ordinary starting time on Monday, or Tuesday if Monday is a public holiday as defined in clause 13 of Part I of this Agreement, he shall be entitled to second-class return rail fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employee shall not be entitled to any remuneration in respect of the time spent in travelling during such week-ends.

(2) *Mortuary allowance.*—When an employee performs work in a mortuary or cold chamber attached to an undertaker's establishment, provided that such mortuary or cold chamber, is being used for its normal purpose, he shall be entitled, in addition to any other remuneration to which he is entitled in terms of this Agreement, to an amount of 8 per cent of the basic minimum hourly rate in respect of each establishment worked in: Provided however, that when the execution of his work requires him to return to any establishment on the same day as the work was commenced, he shall not be entitled to any further allowance in respect of such return visit.

(3) *Height allowance.*—When an employee other than an employee expressly engaged for such work performs work on the outside of completed buildings and/or structures above a clear fall of 6 m as requires the use of a swinging scaffold or boatswain's chair he shall be entitled in addition to any other remuneration to which he is entitled in terms of this Agreement an amount of 8 per cent of his basic hourly rate, in respect of each hour or part of an hour during which he is so employed.

(4) *Standby allowance.*—Whenever an employee is required to be on call for duty outside normal hours of work, an allowance of R2 shall be paid for each 24-hour period he is required to be on call or on standby.

2. LEAVE PAY

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall be computed at the hourly rate as defined in this Agreement which the employee is receiving at the date of qualification for his paid leave: Provided that in the event of an employee's occupational category being changed during the qualifying period for leave then payments shall be calculated at the hourly rate the employee received prior to the change in occupation.

(2) Die verlofbesoldiging van werknemers wat aansporingsbonuswerk verrig moet bereken word volgens die gemiddelde weeklikse verdienste, uitgesonderd oortyverdienste, oor die laaste drie maande wat hulle werklik aan aansporingsbonuswerk gewerk het voordat die verlof aan hulle verskuldig geword het of oor die getal weke werklik gewerk gedurende die tydperk waarin aansporingsbonuswerk verrig is, naamlik die kortste tydperk.

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

(a) Die kwalifikasie vir die verlof met besoldiging (afgesien daarvan van die werknemer vir een of meer werkgewers gewerk het), is 288 skofte, oortywerk uitgesonderd, werklik gewerk op 'n grondslag van ses werkdae per week, of 238 skofte, oortywerk uitgesonderd, werklik gewerk op 'n grondslag van vyf werkdae per week: Met dien verstande dat—

(i) behoudens andersluidende bepalings in voorbehoudsbepaling (ii), diens by dieselfde werkewer vir minder as 70 skofte op 'n grondslag van ses werkdae per week of 60 skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, nie vir verlof met besoldiging tel nie.

[n Werknemer wie se diens beëindig word of wat veronreg voel deur die toepassing op hom van voorbehoudsbepaling (i), kan by die Raad teen die besluit appèl aanteken, en die Raad kan, na oorweging van die redes wat vir sodanige besluit voorgelê word, dié besluit bekratig of sodanige ander besluit neem as wat na sy mening in dié geval geneem behoort te gewees het; waar 'n werknemer se diens beëindig word weens omstandighede buite sy beheer, moet die kwalifiserende skofte van 25 op 'n grondslag van vyf werkdae per week of 30 skofte op 'n grondslag van ses werkdae per week, na gelang van die geval, vir verlof met besoldiging tel.]

Met dien verstande dat waar 'n werknemer se diens ingevolge hierdie voorbehoudsbepaling onderbreek word en hy sy werk by dieselfde werkewer hervat, hy vir die doel van die verlof met besoldiging gekrediteer moet word met die totale getal skofte wat hy vir dié werkewer gewerk het, mits hy nie intussen vir 'n ander werkewer gewerk het nie;

(ii) wanneer 'n werknemer wat skeepswerk en/of omkeerwerk verrig sy diens beëindig, diens by dieselfde werkewer vir minder as 70 skofte op 'n grondslag van ses werkdae per week of 60 skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, beloop in 'n bepaalde kwalifiserende tydperk vir verlof met besoldiging, vir verlof met besoldiging tel nie, maar waar die diens deur die werkewer beëindig word, moet alle skofte gewerk en toegelaat ingevolge voorbehoudsbepaling (iii) hiervan met besoldiging tel;

(iii) tydperke van afwesigheid weens siekte wat hoogstens 52 skofte op 'n grondslag van ses werkdae per week of 43 skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, beloop in 'n bepaalde kwalifiserende tydperk vir verlof met besoldiging, vir verlof met besoldiging tel: Met dien verstande dat 'n werkewer daarop geregtig is om 'n mediese sertifikaat as bewys van die rede vir sy afwesigheid van die werknemer te eis. Tydperke van afwesigheid weens 'n ongeval wat uit 'n werknemer se diens ontstaan en in die loop daarvan plaasvind, tel vir verlofdoelendes as sodanige ongeval erken as 'n ongeval binne die bestek van die Ongevallewet, 1941, en die tydperke van afwesigheid wat vir doelendes van verlof met besoldiging tel, is die tydperke van arbeidsongeskiktheid wat ooreenkomsdig genoemde Wet erken word;

(iv) mits die werkewer die Raad binne sewe dae na sodanige afwesigheid skriftelik van sodanige afwesigheid in kennis stel, 'n werknemer wat van sy werk af wegblý sonder 'n grondige rede wat vir sy werkewer aanneemlik is, ten opsigte van elke skof wat hy gedurende sodanige afwesigheid nie gewerk het nie, vyf skofte op 'n grondslag van ses werkdae per week of vier en een sesde skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, wat hy ter kwalifisering vir sy verlof met besoldiging gewerk het, moet verbeur met 'n maksimum verbeuring in een kwalifiserende tydperk vir verlof met besoldiging van 60 skofte op 'n grondslag van ses werkdae per week of 50 skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval.

(b) Die verlof moet vier naweke insluit en uit een ononderbroken tydperk bestaan.

(c) Indien Nuwejaarssdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag, of Gesinsdag binne die verloftydperk val, moet die verloftydperk ten opsigte van elke sodanige dag met een dag met volle besoldiging verleng word.

(2) Leave payments of employees employed on incentive bonus work 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 leave becoming due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

(3) Every employee shall be entitled under this Agreement to three consecutive weeks' paid leave subject to the following conditions:

(a) The qualification for the paid leave (whether worked for one or more employer) shall be 288 shifts, exclusive of overtime, actually worked on a six-day week basis, or 238 shifts, exclusive of overtime, actually worked on a five-day week basis: Provided that—

(i) except as is otherwise provided for in proviso (ii), employment with the same employer for less than 70 shifts on a six-day week basis or 60 shifts on a five-day week basis, as the case may be, shall not count for the paid leave.

[An employee whose employment is terminated and who is aggrieved by the application to him of the provisions of proviso (i) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case: where an employee's employment is terminated due to circumstances beyond his control then the qualifying shifts of 25 on a five-day week basis, or 30 shifts on a six-day week basis, as the case may be, shall count for paid leave.]

Provided that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he does not work for another employer in the interim, be credited for the purpose of the paid leave with the total number of shifts worked for such employer;

(ii) when, in the case of employees employed in marine work and/or turnaround work, the employment is terminated by the employee, employment with the same employer for less than 70 shifts on a six-day week basis or 60 shifts on a five-day week basis, as the case may be, shall not count for the paid leave, but where the employment is terminated by the employer all shifts worked or allowed in terms of proviso (iii) hereof shall count for the paid leave;

(iii) periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis, as the case may be, in anyone qualifying period for the paid leave, shall count for the paid leave: Provided that an employer shall be entitled to call upon the 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 leave purposes if such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, 1941, and the periods of absence counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act;

(iv) if notification of such absence is given by the employer in writing to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth shifts on a five-day week basis, as the case may be, worked towards his paid leave qualification, with a maximum penalty in any one qualifying period for the paid leave of 60 shifts on a six-day week basis or 50 shifts on a five-day week basis, as the case may be.

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

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

(d) Indien 'n werknemer van wie sy werkgever vereis dat hy op 'n ander plek as sy gewone werkplek moet werk, op die punt staan om sy verlof met besoldiging te neem, moet die verlof op die gewone werkplek van daardie werknemer begin en eindig, mits die werknemer na sy gewone werkplek terugkeer.

(e) 'n Werknemer moet binne 'n maand ná die datum waarop hy daarop geregtig word, aansoek om verlof doen.

(f) Die werkgever moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het.

(g) 'n Werknemer is geregtig op sy verlof, en moet dit neem, binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het, tensy vrystelling deur die Raad verleen word.

(h) Geen werknemer mag gedurende sy verloftydperk diens vir eie gewin verrig nie.

(4) (a) Wanneer 'n werknemer op die punt staan om sy verlof met besoldiging te neem, moet sy werkgever die geld wat vir die doel daarvan aan hom verskuldig is, behoudens klosule 9bis (6) van Deel I, in kontant aan hom betaal sodra hy ophou werk met die doel om met verlof te gaan.

(b) Die werkgever moet, wanneer hy die werknemer betaal soos in paragraaf (a) en in klosules 3 en 4 van hierdie Seksie bedoel, aan die Raad 'n verlofbesoldigings- en bonuskwitansie stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening bevat as kwitansie vir die besoldiging.

(5) (a) Wanneer 'n werknemer se diens eindig voordat hy op verlof met besoldiging ingevolge subklosule (3) geregtig geword het, moet aan hom, na gelang die bedryfsinrigtinges of vyf dae per week werk, 'n bewysstuk verskaf word wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en waarin die getal skofte wat vir verlofdoeleindes tel, uiteengesit word.

Die werknemer moet die bewysstuk ontvang op die tydstip wanneer hy uit die werkgever se diens tree, en die werkgever moet onmiddellik aan die Sekretaris van die Raad die geldekwivalent stuur van die verlof waarop die werknemer aldus geregtig is, bereken soos in subklosule (1) of subklosule (2) voorgeskryf, naamlik die een wat van toepassing is, min alle aftrekings wat regtens vir inkomstebelasting verpligtend is.

(b) Drywers, arbeiders en wagte moet by diensbeëindiging die geldekwivalent van die pro rate-verlofbesoldiging betaal word.

(6) Behoudens andersluidende bepalings hierin, word diens vir die toepassing van hierdie klosule geag te begin met ingang van die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en sluit dit in—

(a) hoogstens vier maande van 'n bepaalde ononderbroke tydperk van militêre diens wat die werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(b) skofte wat gewoonlik gewerk sou gewees het gedurende tydperke wat werknemers afwesig is omdat die addisionele week se verlof met besoldiging of 'n ophoping daarvan ingevolge klosule 3 (1) van hierdie Seksie aan hulle toegestaan is.

(7) Die Raad kan ten bate van werknemers wat die Nywerheid verlaat wederkerige reëlings met 'n ander nywerheid tref vir die uitruiling van verlofbewysstukke.

3. ADDISIONELE VERLOF MET BESOLDIGING

(1) Behoudens subklosule (3), is 'n werknemer wat ná die datum van inwerkintreding van hierdie Ooreenkoms vir sy vfyde of daaropvolgende agtereenvolgende verlof met besoldiging kwalifiseer uit hoofde van sy ononderbroke diens by dieselfde werkgever soos in klosule 2 (3) van hierdie Seksie bepaal, op daardie datum en elke jaar daarna terwyl hy in die diens van dieselfde werkgever is, geregtig op 'n ekstra week verlof met besoldiging soos wat dit die werkgever pas, of op die ekwiwalente waarde daarvan: Met dien verstande dat die werkgever en die werknemer onderling kan ooreenkomm dat—

(i) die verlof met besoldiging soos in klosule 3 (3) van hierdie Seksie bedoel met 'n ekstra week verleng kan word;

(ii) die ekstra week verlof met ingang van die kwalifiserende jaar uitgestel en deur die werknemer opgehoop kan word totdat hy vir drie sodanige ekstra weke verlof met besoldiging kwalifiseer.

(d) Should an employee who is required by his employer to work away from his usual place of work be about to take his paid leave, the leave shall, provided the employee returns to his place of work, commence and terminate at the place of work of that employee.

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

(f) The leave shall be granted by the employer so as to commence within a period of four months of the due date.

(g) An employee shall be entitled to and shall take his leave within a period of four months from due date, unless exemption is granted by the Council.

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

(4) (a) When an employee is about to take his paid leave, the moneys payable to him for the purpose thereof shall, save as provided in clause 9bis (6) of Part I, be paid to him in cash by his employer on his ceasing work to go on holiday.

(b) The employer shall, at the time of making payment referred to in paragraph (a) and in clauses 3 and 4 of this Section, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(5) (a) When the employment of an employee terminates before he becomes entitled to paid leave in terms of sub-clause (3) he shall, according to whether the establishment works a six-day week or a five-day week, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes.

The employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Council the money equivalent of the leave bonus to which the employee is so entitled, computed as provided for in subclause (1) or subclause (2), whichever is applicable, less any deduction compelled by law for income tax.

(b) Drivers, labourers and watchmen shall be paid the money equivalent of the pro rata leave pay on termination of employment.

(6) Except as otherwise provided herein, employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service, or, whichever is the later, the date on which he last became entitled to the paid leave, and includes—

(a) not more than four months of any one unbroken period of military service which an employee undergoes in pursuance of the Defence Act, 1957;

(b) shifts which would normally have been worked during periods of absence on the additional week's paid leave or accumulation thereof in terms of clause 3 (1) of this Section.

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

3. ADDITIONAL PAID LEAVE

(1) Subject to subclause (3) an employee qualifying after the date of coming into operation of this Agreement for his fifth or subsequent consecutive paid leave deriving from continuous employment with the same employer as provided for in terms of clause 2 (3) of this Section shall at that date and each year thereafter, whilst in the employ of the same employer, 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 the employee—

(i) the paid leave referred to in clause 2 (3) of this Section may be extended by an extra week; or

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

(2) Wanneer die werkgever en die werknemer tot 'n ooreenkoms geraak soos in subklousule (1) (ii) bepaal en die werknemer vir drie sodanige ekstra weke verlof met besoldiging (hierna die "opgehoorte verlof" genoem) gekwalifiseer het, moet die werkgever die opgehoorte verlof met besoldiging toestaan en moet die werknemer dit neem wanneer die verlof met besoldiging waarvoor daar in klausule 3 (3) van hierdie Seksie voorsiening gemaak word, aan hom toegestaan word en hy dit neem, tensy—soos wel kan gebeur—die werkgever en die werknemer ooreengekom het dat die opgehoorte verlof met besoldiging op 'n ander tyd geneem word: Met dien verstande dat die werkgever en die werknemer in elk geval in staat moet stel om die opgehoorte verlof met besoldiging te neem in die tydperk voordat hy vir sy volgende verlof met besoldiging kwalifiseer, en as die werknemer versuim om die opgehoorte verlof met besoldiging binne sodanige tydperk te neem, verval sy reg daarop.

(3) Wanneer 'n werknemer wat vir sy vyfde verlof met besoldiging ooreenkombig subklousule (1) kwalifiseer slegs 'n gedeelte van die kwalifiserende tydperk van die eerste verlof met besoldiging by die betrokke werkgever in diens was, is hy geregtig op 'n gedeelte van die ekstra week verlof met besoldiging of die ekwivalente waarde daarvan, in verhouding tot die verlofkwifikasie wat hy ten opsigte van die eerste verlof met besoldiging by daardie werkgever voltooi het. By kwalifisering vir latere agtereenvolgende verlof met besoldiging, is subklousules (1) en (2) *mutatis mutandis* van toepassing.

(4) By die beëindiging van die diens van 'n werknemer wat geregtig geword het op die addisionele verlof met besoldiging waarvoor daar in hierdie klausule voorsiening gemaak word, maar nog nie die ekwivalente waarde daarvan ontvang het nie, moet die werknemer betaal word vir dié ekstra verlof met besoldiging waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

(5) Hierdie klausule is nie van toepassing op 'n vakleerling en/of kwekeling nie, ongeag sy dienstydperk by dieselfde werkgever.

4. VERLOFBONUS

Vir die toepassing van hierdie klausule beteken—

"verlofkwifikasie" die kwalifikasie vir die verlof met besoldiging in klausule 3 van hierdie Seksie voorgeskrif en het die uitdrukking "verlofsiklus" 'n ooreenstemmende betekenis.

(1) Waar 'n werknemer op wie hierdie subklousule van toepassing is na die datum van inwerkingtreding van hierdie Ooreenkoms vir sy verlof met besoldiging kwalifiseer en dit neem, moet hy terselfdertyd 'n verlofbonus betaal word, bereken volgens die getal agtereenvolgende verlofsiklusse wat op die datum van kwalifikasie vir sy verlof met besoldiging by dieselfde werkgever voltooi is, of 'n bedrag in verhouding tot die tydperk vanaf die datum van indiensneming in die geval van 'n werknemer wat vir sy eerste verlof met besoldiging 'n werkgever se diens kwalifiseer, ooreenkombig die volgende tabel:

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde verlofsiklus	Vyfde of latere verlofsiklusse
R	R	R	R	R	R
Geregistreerde draadwerker, spesialis-bagsman en ambagsman..	140	150	200	225	250
Arbeider (Loon H en I).....	35	43	50	56	63
Drywer en Wag Loon D en DDD.....	25	32	40	45	50
Leerlinginstalleerde van elektriese leipype.....	50	54	83	101	113
Installeerde van elektriese leipype.....	42	42	—	—	—
	57	83	86	111	138

(2) Ondanks subklousule (1), moet 'n ambagsman wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër verlofbonus ontvang het as wat in genoemde subklousule (1)

(2) Whenever the employer and the employee come to the arrangement provided for in subclause (1) (ii) and the employee has qualified for three such extra weeks' paid leave (hereinafter referred to as the "accumulated paid leave"), the employer shall grant and the employee shall take the accumulated paid leave when he is given and takes the paid leave provided for in clause 2 (3) of this Section unless, as may be, the employer and the employee agree to the accumulated paid leave being taken at a different time: Provided that the employer shall in any case enable the employee to take the accumulated paid leave in the period before he next qualifies for paid leave, and if the employee fails to take the accumulated paid leave within such period, his title thereto shall cease.

(3) Where an employee qualifying for his fifth paid leave in terms of subclause (1) was in the employ of the employer concerned for part only of the qualifying period of the first paid leave, he shall be entitled to a proportion of the extra week's paid leave or the equivalent value thereof pro rata to the leave qualification completed with that employer in respect of the first paid leave. On qualification for any subsequent consecutive paid leave the provisions of subclauses (1) and (2) shall *mutatis mutandis* apply.

(4) Upon the termination of the employment of an employee who has become entitled to but has not yet received the equivalent value of the additional paid leave provided for in this clause, he shall be paid for such extra paid leave as he has qualified for and not received.

(5) The provisions of this clause shall not apply to an apprentice and/or trainee regardless of his period of service with the same employer.

4. LEAVE BONUS

For the purposes of this clause—

"leave qualification" shall be the qualification for the paid leave prescribed in clause 2 of this Section and the expression "leave cycle" shall have a corresponding meaning.

(1) Whenever an employee to whom this subclause applies qualifies for and takes his paid leave after the date of coming into operation of the Agreement he shall at the same time be paid a leave bonus calculated according to the number of consecutive leave cycles completed with the same employer at date of qualification for his paid leave or pro rata from date of engagement in the case of an employee qualifying for his first paid leave in the service of an employer, in accordance with the Schedule hereunder:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth leave cycle	Fifth or more leave cycles
R	R	R	R	R	R
Registered wireman, specialist artisan and artisan...	140	150	200	225	250
Labourers (Rates H and I).....	35	43	50	56	63
Driver and watchman....	25	32	40	45	50
Rates D and DDD.....	50	54	83	101	113
Learner electrical conduit installer.....	42	42	—	—	—
Electrical conduit installer..	57	83	86	111	138

(2) Notwithstanding the provisions of subclause (1), an artisan who at the date of commencement of this Agreement was in receipt of a leave bonus higher than that prescribed in the

voorgeskryf word, terwyl hy in die diens van dieselfde werkewer bly, sodanige hoër bonus bly ontvang; Met dien verstande dat hierdie subklousule van toepassing is slegs op 'n ambagsman wat sy werkewer kan oortuig dat—

(i) hy by die Registrasieraad vir Elektrotegniese Draadwerkers, ingestel kragtens artikel 2 van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, geregistreer het om die Raad se eksamen vir draadwerkers af te lê, of

(ii) hy die houer is van 'n voorlopige sertifikaat uitgereik kragtens artikel 13 (1) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, of

(iii) hy hom op die eerste moontlike datum deur die Raad bepaal vir genoemde eksamen aangemeld het.

(3) *Vakleerlinge.*—Subklousule (1) is nie van toepassing nie op vakleerlinge wat, wanneer hulle hul verlofbesoldiging betaal word, terselfdertyd die volgende verlofbonus betaal moet word:

'n Verlofbonus, bereken op die datum van kwalifisering vir die verlof met besoldiging in die eerste, tweede, derde, vierde en vyfde leerjare:

	R
Eerste jaar verlofkwalifikasie.....	80
Tweede jaar verlofkwalifikasie.....	97
Derde jaar verlofkwalifikasie.....	113
Vierde jaar verlofkwalifikasie.....	130
Vyfde jaar verlofkwalifikasie.....	175

Skofte of tydperke van afwesigheid wat ingevolge klousule 2 (3) (a) (iii) van hierdie Seksie vir verlofdoeleindes tel, tel ook vir kwalifikasie vir die verlofbonus.

(4) (a) As 'n werkemmer se diens eindig voordat hy op verlof met besoldiging geregtig word, moet hy gekrediteer word met die eweredige getal skofte wat hy gewerk het. Die werkewer moet aan die werkemmer wanneer hy uit sy diens tree 'n bewysstuk verskaf waarin die getal skofte wat vir sy verlofbonus tel, aangegee word, en onmiddellik aan die Sekretaris van die Raad die geldekwaivalent stuur van die verlofbonus waarop die werkemmer aldus geregtig is, bereken teen die uurloon van die werkemmer op daardie datum, min alle aftrekings wat regtens vir inkomstebelasting verpligtend is.

(b) Drywers en arbeiders moet die geldekwaivalent van die pro rata-verlofbonus by diensbeëindiging betaal word.

5. BESKIKKING OOR VERLOFBESOLDIGING EN VERLOFBONUS

(1) Wanneer 'n werkemmer te sterwe kom of in die loop van sy werk ongesik raak om sy werk voort te sit, moet die bedrag wat ten opsigte van verlofbesoldiging en verlofbonus verskuldig is, aan sy boedel of aan homself, na gelang van die geval, betaal word.

(2) Ná verloop van minstens 49 weke, gereken vanaf die datum waarop die dienstydperk begin het wat deur die bewysstuk gedek word, is 'n werkemmer aan wie 'n bewysstuk ingevolge klousules 2 (5) en 4 (4) van hierdie Seksie verskaf is en wat dokumentêre bewys lewer dat hy nie meer in diens van die Nywerheid is nie, by voorlegging van die bewysstuk aan die Raad en behoudens klousule 30 van Deel 1 van hierdie Ooreenkoms, geregtig op betaling van enige onbetaalde balans wat in die Raad se boeke in sy kredit staan.

6. DIENSBONUS

(1) Elke geregistreerde draadwerker, spesialisambagsman en elektrisién moet na elke jaar diens by dieselfde werkewer 'n diensbonus van R150 betaal word wanneer hy ingevolge klousule 2 (3) van hierdie Seksie vir verlof kwalifiseer, en dié bonus moet tegelykertyd met sy verlofbesoldiging aan hom betaal word.

(2) Alle installeerders van elektriese leipype vir wie lone in klousule 1 (3) (a) van Seksie 3 voorgeskryf word, moet onder dieselfde omstandighede 55 persent betaal word van die diensbonus in subklousule (1) voorgeskryf.

(3) Alle installeerders van elektriese leipype vir wie lone in klousule 1 (3) (b) van Seksie 3 voorgeskryf word, moet onder dieselfde omstandighede 75 persent betaal word van die diensbonus in subklousule (2) voorgeskryf.

(4) As 'n werkemmer in subklousule (1), (2) en (3) bedoel by sy werkewer uit diens tree of as sy werkewer sy diens beëindig nadat hy nege maande of langer van daardie jaar by dieselfde werkewer werkzaam was, kan hy by die Raad appelleer dat die werkewer hom 'n pro rata-deel van sy diensbonus moet betaal. In so 'n geval berus dit uitsluitlik by die Raad of die pro rata-diensbonus aan die werkemmer betaal moet word of nie.

said subclause (1) shall, whilst he remains in the employ of the same employer, continue to receive such higher bonus: Provided that this subclause shall only be applicable to an artisan who can satisfy his employer that—

(i) he has registered with the Electrical Wiremen's Registration Board established in terms of section 2 of the Electrical Wiremen and Contractors Act, 1939, to sit for the Board's examination for wiremen, or

(ii) he is the holder of a provisional certificate issued in terms of section 13 (1) of the Electrical Wiremen and Contractors Act, 1939, or

(iii) he has presented himself for the said examination on the first possible date specified by the Board.

(3) *Apprentices.*—The provisions of subclause (1) shall not apply to apprentices who at the same time as they are paid their leave pay shall be paid a leave bonus as follows:

A leave bonus calculated at date of qualification of the paid leave in first, second, third, fourth and fifth years of apprenticeship:

	R
First year leave qualification.....	80
Second year leave qualification.....	97
Third year leave qualification.....	113
Fourth year leave qualification.....	130
Fifth year leave qualification.....	175

Shifts or periods of absence which count for leave purposes in terms of clause 2 (3) (a) (iii) of this Section shall count for the purpose of the qualification for the leave bonus.

(4) (a) Whenever the employment of an employee terminates before he becomes entitled to paid leave the employee shall be credited with the proportionate number of shifts worked. The employer shall furnish the employee at the time he leaves his service, with a voucher setting out the number of shifts which count towards the leave bonus and immediately forward to the Secretary of the Council the money equivalent of the leave bonus to which the employee is so entitled, computed at the hourly rate of the employee at the time, less any deduction compelled by law for income tax.

(b) Drivers and labourers shall be paid the money equivalent of the pro rata leave bonus on termination of employment.

5. DISPOSAL OF LEAVE PAY AND LEAVE BONUS

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

(2) After not less than 49 weeks have elapsed, reckoned from the date upon which the period of employment covered by the vouchers commenced, any employee who has been furnished with a voucher in terms of clauses 2 (5) and 4 (4) of this Section, and who produces documentary evidence that he is no longer employed in the Industry, shall be entitled, subject to clause 30 of Part I of this Agreement, on presenting the voucher to the Council, to payment of any unpaid balance standing to his credit on the books of the Council.

6. SERVICE BONUS

(1) Every registered wireman, specialist artisan and electrician shall be paid a service bonus of R150 after every year of service with the same employer whenever he qualifies for leave in terms of clause 2 (3) of this Section and such bonus shall be paid at the same time as his leave pay is paid.

(2) All electrical conduit installers for whom wages are prescribed in clause 1 (3) (a) of Section 3 shall, under the same conditions, be paid 55 per cent of the service bonus prescribed in subclause (1).

(3) All electrical conduit installers for whom wages are prescribed in clause 1 (3) (b) of Section 3 shall, under the same conditions, be paid 75 per cent of the service bonus prescribed in subclause (2).

(4) If an employee referred to in subclauses (1), (2) and (3) leaves an employer or his employment is terminated by his employer after having served nine months or more of that year with that same employer he may appeal to the Council for a pro rata share of his service bonus to be paid to him by the employer. In such case it shall be entirely at the discretion of the Council whether or not the employee be paid his pro rata service bonus.

7. VERANTWOORDELIKHEID

Geen geregistreerde draadwerker, spesialisambagsman, ambagsman, vakleerling, installeerde van elektriese leipype of kwekeling mag van 'n arbeider wat onder sy beheer of toesig werk, vereis of hom toelaat om enige ander werk te verrig as dié wat in die omskrywing van "arbeider" in hierdie Ooreenkoms gespesifieer word nie.

8. GETALSVERHOUDING TUSSEN ANDER WERKNEMERS EN VAKMANNE

(1) Die getal arbeiders wat 'n werkewer in diens neem, mag nooit meer wees nie as—

(a) waar een geregistreerde draadwerker, spesialisambagsman of ambagsman in diens is—twee arbeiders;

(b) waar twee geregistreerde draadwerkers en/of spesialisambagsmanne en/of ambagsmanne in diens is—drie arbeiders;

(c) waar drie of meer geregistreerde draadwerkers en/of spesialisambagsmanne en/of ambagsmanne in diens is, is geen getalsverhouding van toepassing nie.

(2) (a) 'n Werkewer wat drie of meer geregistreerde draadwerkers in sy diens het, kan een installeerde van elektriese leipype in diens neem vir elke geregistreerde draadwerker in sy diens: Met dien verstande dat die installeerde van elektriese leipype by die Raad geregistreer is.

(b) Ondanks paragraaf (a) kan 'n werkewer met minder as drie geregistreerde draadwerkers in sy diens by die Raad aansoek doen om 'n installeerde vir elektriese leipype in diens te neem.

(3) Vir die toepassing van subklousule (1), moet werkende vennote en/of eienaars en/of werkende direkteurs wat geregistreerde draadwerkers, spesialisambagsmanne of ambagsmanne is soos in hierdie Ooreenkoms omskryf, onderskeidelik as geregistreerde draadwerkers, spesialisambagsmanne of ambagsmanne beskou word.

(4) Werkende vennote en/of eienaars en/of werkende direkteurs wat geregistreerde draadwerkers is soos in hierdie Ooreenkoms omskryf, moet vir die toepassing van subklousule (2) as geregistreerde draadwerkers erken word.

9. VERSEKERING VAN GEREEDSKAP

(1) Elke werkewer moet 'n assuransiepolis by 'n geregistreerde versekeringsmaatskappy uitneem om die gereedskap wat die private eiendom van ambagsmanne, spesialisambagsmanne en geregistreerde draadwerkers in sy diens is, teen die verlies van vernietiging of beskadiging daarvan weens brand of diefstal op die perseel van die werkewer te verseker. Die maksimum dekking ingevolge hierdie klousule is R300 per werknemer hierin genoem: Met dien verstande dat die werknemer self 10 persent van enige verlies van skade waarvoor betaling geëis word, moet dra: Voorts met dien verstande dat die werkewer nie verplig mag word om versekeringsdekking vir die toepassing van hierdie klousule te verskaf nie tensy die betrokke werknemer bevredigende bewys aan sy werkewer lewer dat hy in besit is van 'n gereedskapsstel soos van tyd tot tyd deur die Raad voorgeskryf.

(2) Die werkewer moet, waar sodanige gereedskap nodig is, pypskroewe, buiers, draadsnygereedskap soos stokke, snymoere en snytappe, ruimers, houtbeitels, bore, ystersaaglemme, groot hamers, beitels vir dryfbeton, vyle, steutelgatse, elektriese bore, onderstelponse en geisermoersleutels verskaf en alle verslyte snygereedskap vervang: Met dien verstande dat dié gereedskap die eiendom van die werkewer bly. Die werknemer moet die nodige versigtigheid aan die dag lê by die gebruik en opberging van die gereedskap wat sy werkewer verskaf het.

10. LEDEGELDE VAN DIE VAKVERENIGING EN DIE WERKGEWERSORGANISASIE

(1) Ondanks klousule 9 (3) (h) van Deel I van hierdie Ooreenkoms, moet elke werkewer wat lid is van die Electrical Contractors' Association (South Africa) van die loon van elke werknemer wat lid is van die South African Electrical Workers' Association die bedrag van die ledegeld aftrek wat deur sodanige werknemer aan genoemde Association verskuldig is, soos deur die Raad van tyd tot tyd meegedeel, ten opsigte van elke week diens of gedeelte daarvan, met inbegrip van die tydperk wat die werknemer ingevolge klousule 3 van hierdie Seksie met verlof is. Die werkewer moet die bedrag aldus afgetrek saam met die vorm deur die Raad voorgeskryf voor of op die 15de dag van elke maand ná die een ten opsigte waarvan die aftrekking gemaak is aan die Sekretaris van die Raad stuur.

7. RESPONSIBILITY

No registered wireman, specialist artisan, artisan, apprentice, electrical conduit installer or trainee shall require or permit any labourer working under his control or supervision, to perform any work other than that specified in the definition of "labourer" in this Agreement.

8. RATIO OF OTHER EMPLOYEES TO JOURNEYMAN

(1) The number of labourers employed by an employer shall at no time exceed the following:

(a) Where one registered wireman, specialist artisan or srtisan is employed—two labourers;

(b) where two registered wiremen and/or specialist artisans and/or artisans are employed—three labourers;

(c) where three or more registered wireman and/or specialist artisans and/or artisans are employed no ratio shall apply.

(2) (a) An employer employing three or more registered wiremen may employ one electrical conduit installer for each registered wireman in his employ: Provided that the electrical conduit installer is registered with the Council.

(b) Notwithstanding the provisions of paragraph (a), an employer who employs less than three registered wiremen may apply to the Council to employ an electrical conduit installer.

(3) Working partners and/or owners and/or working directors who are registered wiremen, specialist artisans or artisans as defined in this Agreement shall be recognised as registered wiremen, specialist artisans or artisans respectively for the purposes of subclause (1).

(4) Working partners and/or owners and/or working directors who are registered wiremen as defined in this Agreement shall be recognised as registered wiremen for the purposes of subclause (2).

9. INSURANCE OF TOOLS

(1) Every employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of artisans, specialist artisans and registered wiremen in his employ against the loss or destruction or damage of the tools through fire or theft whilst on the employer's premises. The maximum cover under this clause shall be R300 per employee stated herein: Provided that 10 per cent of any loss or damages for which payment is claimed shall be borne by the employee: Provided further that an employer shall not become obliged to supply insurance cover for the purposes of this clause unless the employer concerned submits satisfactory proof to his employer that he is in possession of a tool kit as prescribed by the Council from time to time.

(2) The employer shall, where such tools are necessary, provide pipe vices, benders, screwing tackle such as stocks; dies and taps, reamers, wood chisels, drills, hacksaw blades, large hammers, chisels for chasing concrete, files, key hole saws, electric drills, chassis punches and geyser spanners and the employer shall replace all worn cutting tools: Provided that such tools remain the property of the employer. The employee shall exercise due care in the use and storage of tools provided by his employer.

10. TRADE UNION AND EMPLOYER ORGANISATION SUBSCRIPTIONS

(1) Notwithstanding the provisions of clause 9 (3) (h) of Part I of this Agreement, every employer who is a member of the Electrical Contractors' Association (South Africa) shall deduct from the wages of each employee who is a member of the South African Electrical Workers' Association the amount of the subscription payable by such employee to the said Association, as advised by the Council from time to time, in respect of each week or part of a week of employment, including the period the employee is on leave in terms of clause 3 of this Section. The employer shall forward the amount thus deducted, together with the form prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month following that in respect of which the deductions were made.

(2) Elke werkewer wat lid is van die Electrical Contractors' Association (South Africa) moet die heffing wat aan die Association verskuldig is soos van tyd tot tyd deur die Raad meegedeel, saam met die vorm soos deur die Raad voorgeskryf voor of op die 15de dag van elke maand ten opsigte waarvan die betalings gemaak word aan die Sekretaris van die Raad stuur.

(3) Die S.A. Electrical Workers' Association en die Electrical Contractors' Association (South Africa) moet die Raad vrywaar, en vrywaar die Raad hierby, teen enige eis wat ten opsigte van hierdie klousule mag ontstaan, en wanneer 'n aftrekking of 'n betaling van die heffing ingevolge hierdie klousule gemaak is, ongeag daarvan of hierdie bedrag aan die genoemde vakvereniging of werkgewersorganisasie oorbetaal is of nie, word daar geag dat die betrokke werkewer of werkewer sy ledegeld of heffing aan die genoemde vakvereniging of werkgewersorganisasie betaal het.

(4) Die Raad onderneem om alle diens wat redelik moontlik is, te lever ten einde aan hierdie klousule gevolg te gee. Vir hierdie diens moet 'n bedrag van twee en 'n half persent van alle bydraes en heffings ingevolge subklousules (1) en (2) aan die Raad betaal word.

11. DIE ONTWIKKELINGS- EN OPLEIDINGSFONDS VIR DIE ELEKTROTEGNIESE AANNEMINGSNYWERHEID

(1) Elke werkewer moet, behoudens subklousule (2), ten opsigte van elke werkewer vir wie 'n loon in klousule 1 van Seksie 3 van hierdie Deel van die Ooreenkoms voorgeskryf word 'n bedrag van 37 sent per week bydra tot die Ontwikkelings- en Opleidingsfonds vir die Elektrotegniese Aannemingsnywerheid [ingesel deur die Electrical Contractors' Association (South Africa) en hierna die "Fonds" genoem], met die doel om die oogmerke soos in die konstitusie van die Fonds uitengesit, te verwesenlik.

(2) (a) Waar 'n werkewer deur twee of meer werkewers gedurende dieselfde week in diens geneem is, moet die bedrag vir daardie week betaal word deur die werkewer by wie hy die eerste gedurende daardie week minstens agt uur in diens was.

(b) Geen bedrag moet ten opsigte van 'n werkewer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir 'n werkewer gewerk het, betaal word nie.

(3) Elke werkewer moet voor of op die 15de dag van elke maand wat volg op die een ten opsigte waarvan die geld inbetaal word, die bydraes wat ingevolge subklousule (1) betaalbaar is, saam met die vorm deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur.

(4) Die Raad moet elke maand aan die Fonds die totale bedrag van die bydraes betaal wat ingevolge subklousule (1) ingevorder is, min invorderingskoste van twee en 'n half persent wat aan die algemene fondse van die Raad toeval.

(5) 'n Kopie van die Konstitusie van die Fonds en alle wysigings daarvan moet by die Raad en by die Sekretaris van Mannekragbenutting ingedien word.

(6) Gewaarmerkte kopieë van die geouditeerde staat van inkomste en uitgawes en van die balansstaat van die Fonds, medeonderteken deur die Voorsitter van die Bestuurdkomitee van die Fonds of sy gemagtigde verteenwoordiger, en van die ouditeur se verslag daaroor, moet op die eerste vergadering van die Raad, na ontvangs daarvan, ter tafel gelê word.

(7) 'n Alleen-eenaar, vennoot, werkende direkteur of werkewer wat die werk verrig van 'n ambagsman, spesialisambagsman of geregistreerde draadwerker moet geag word 'n werkewer te wees ten opsigte van wie bydraes ingevolge subklousule (1) gemaak moet word.

SEKSIE 2 LONE EN/OF VERDIENSTE

1. Elke werkewer wat voor die datum van inwerkintreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig, moet steeds minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkewer werkzaam is en dieselfde werk of ander werk waarvoor 'n laer loon voorgeskryf word, verrig.

2. Daar mag van geen werkewer vereis word om as deel van sy dienskontrak kos of inwoning of beide van sy werkewer aan te neem nie of om van sy werkewer goedere te koop of eiendom te huur nie, maar waar 'n werkewer instem om kos en inwoning of beide van sy werkewer aan te neem, kan die werkewer hoogstens R1,50 per week, as kos en inwoning verskaf word, en hoogstens R1,10 per week as slegs kos verskaf word, of hoogstens 40c per week as slegs inwoning verskaf word, afgrek mits sodanige inwoning deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

(2) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall forward the levy payable to the Association as advised by the Council from time to time, together with such form as prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month in respect of which the payments are made.

(3) The S.A. Electrical Workers' Association and the Electrical Contractors' Association (South Africa) shall and hereby do indemnify the Council against any claim that may arise in respect of this clause, and when a deduction or a payment of the levy in terms of this clause has been made, irrespective of whether this amount has been paid over to the said trade union or employers' organisation, the employee or employer concerned shall be deemed to have paid his subscription or levy to the said union or employers' organisation.

(4) The Council undertakes to render all reasonable service to give effect to the clause for which an amount of two and a half per cent of all contributions and levies in terms of sub-clauses (1) and (2) shall be paid to the Council.

11. THE DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY

(1) Every employer shall, subject to the provisions of sub-clause (2), contribute to the Development and Training Fund for the Electrical Contracting Industry [inaugurated by the Electrical Contractors' Association (South Africa) and herein after referred to the "Fund"] an amount of 37 cents per week in respect of each employee for whom wages are prescribed in clause 1 of Section 3 of this Part of the Agreement for the purpose of implementing the objects set forth in the Constitution of the Fund.

(2) (a) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during the week for not less than eight hours.

(b) No payment shall be made by an employer in respect of an employee who works less than eight hours for him during any week from Monday to Friday (inclusive).

(3) Every employer shall forward the contributions payable in terms of subclause (1), together with the form prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month following that in respect of which the payments are due.

(4) The Council shall each month pay over to the Fund to total amount of contributions collected in terms of sub-clause (1), less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(5) A copy of the Constitution of the Fund and any amendments thereto shall be lodged with the Council and the Secretary for Manpower Utilisation.

(6) True copies of the audited statement of revenue and expenditure and balance sheet of the Fund, countersigned by the Chairman of the Management Committee of the Fund or his authorised representative, and of the auditor's report thereon, shall be tabled at the first meeting of the Council, after receipt thereof.

(7) A sole-proprietor, partner, working director or employer who is engaged in artisans, specialist artisans' or registered wiremen's work shall be deemed to be an employee in respect of whom contributions are required to be made in terms of subclause (1).

SECTION 2

WAGES AND/OR EARNINGS

1. Every employee who, prior to 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.

2. No employee shall be required as part of his contract of service to accept board or lodging or both from his employer or to purchase any goods or hire any property from his employer, but where an employee agrees to accept board or lodging or both from his employer, the employer may deduct not more than R1,50 per week when board and lodging are provided and not more than R1,10 per week for board only or 40c per week for lodging only: Provided that such lodging has been approved by the Council and the local authority concerned.

3. Geen werknemer mag meer as een werk waarvoor verskillende lone in hierdie Ooreenkoms voorgeskryf word, met inbegrip van oortyd gewerk, teen 'n hoër besoldigde werk in een bepaalde week verrig nie, tensy sodanige werknemer betaal word asof hy die hele week die werk met die hoogste besoldiging verrig het: Met dien verstande dat waar 'n laer besoldigde werknemer tydelik die plek inneem van 'n hoër besoldigde werknemer wat van sy werk afwesig is en nie elders in die bedryfsinrigting werkzaam is nie, die werknemer wat sodanige plek inneem teen die hoër loon besoldig moet word. 'n Vervangingstydperk van altesaam minder as 'n halwe skof in 'n bepaalde week tel nie vir betaling teen die hoër loon nie.

4. Behoudens klousules 2 en 3, mag geen werkewer aan werknemers (uitgesonderd vakleerlinge wat 'n leerkontrak ingevolge die Wet op Vakleerlinge, 1944, uitdien) wat enigeen van die klasse werk verrig wat in die loontabelle in Seksie 3 vermeld word, lone en/of verdienste betaal wat laer is as dié wat teenoor sodanige klasse gemeld word nie, en mag geen werknemer lone en/of verdienste aanneem wat laer is as dié wat teenoor sodanige klasse gemeld word nie.

5. As 'n werkewer sy werknemer op dié se versoek 'n voorskot of lening gee, kan die werkewer ná ontvangs van 'n stoporder deur die werknemer onderteken sodanige aftrekings van daaropvolgende lone of verdienstes maak, maar elke aftrekking mag hoogstens 15 persent wees van die besoldiging waarvan dit afgetrek mag word. Indien die dienste van 'n werknemer om enige rede beëindig word voordat die lening of voorskot ten volle betaal is, mag die werkewer 'n beroep doen op die Raad om hom te vergoed vir die verskuldigde bedrag uit die verlofbesoldiging en bonus wat hy by die Raad gedeponeer het ten opsigte van die werknemer ingevolge klousules 3 en 5 van Seksie 1 van Deel I van hierdie Ooreenkoms. Die Raad mag na oorweging van enige redes wat verskaf is, voldoen aan die versoek of sodanige ander beslissing gee.

(6) Waar geld aan 'n werknemer voorgeskiet is om in die uitvoering van sy pligte vir sy werkewer uit te gee, mag daarvan hom verwag word om voldoende rekenskap aan sy werkewer te gee van sodanige uitgawes. Indien die dienste van 'n werknemer beëindig word voordat sodanige geld terugbetaal is, sal die werkewer geregtig wees daarop om die bedrag van die terugbetaling van die werknemer se lone of verdienste te verhaal: Met dien verstande dat 'n werknemer wat gegrief voel deur die toepassing van hierdie klousule op hom, na die Raad mag appelleer teen sodanige beslissing en die Raad mag, na oorweging van enige rede wat verskaf is, sodanige beslissing bevestig of sodanige ander beslissing gee as wat in na sy mening gegee moes gewees het.

SEKSIE 3

1. VOORGESKREWE LONE EN/OF VERDIENSTE

	Per uur R
(1) Loon A	
(a) Geregistreerde draadwerker, spesialisambagsman en ambagsman (soos in hierdie Ooreenkoms omskryf).....	2,75
(b) Installer en/of herstel en/of versiening van dief- en ander soortgelyke alarmstelsels met 'n hoër spanning as 40 volt.....	2,75
(c) Werk van 'n telefoonelektrisien.....	2,75
(2) Loon D	
(a) Installer van antennes op verbruiker se perseel	1,78
(b) Eerste ses maande ondervinding (Loon DD).....	1,36
(3) Installeerders van elektriese leipype	
(a) Installeerder van elektriese leipype na voltooiing van 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotechniese Draadwers en Aannemers, 1939.....	1,52
(b) Installeerder van elektriese leipype gedurende die 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotechniese Draadwers en Aannemers, 1939.....	1,13
(c) Leerlinginstalleerder van elektriese leipype gedurende opleiding.....	0,85
(4) Drywers	
Tarra van voertuig—	
(a) tot 3 500 kg.....	31,35
(b) meer as 3 500 kg maar hoogstens 9 000 kg.....	45,65
(c) meer as 9 000 kg.....	49,23

3. No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked, at a higher paid occupation unless payment is made as if such employee had been employed for the whole of that week on the highest paid occupation: Provided that where a lower paid employee is temporarily substituted for a higher paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

4. Subject to the provisions of clauses 2 and 3, no employer shall pay to the employee (other than an apprentice serving under a contract of Apprenticeship in terms of the Apprenticeship Act, 1944) engaged on any of the classes of work specified in the wage schedules in Section 3, wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

5. Whenever an advance or loan is made by the employer at the request of the employee the employer may on receipt of a stop order signed by the employee make such deductions from subsequent wages or earnings, but no one deduction may exceed 15 per cent of the remuneration from which it may be deducted if the services of an employee is terminated for any reason before the loan or advance has been paid in full, the employer may appeal to the Council for reimbursement of the amount owing from the monies for leave pay and bonus which the employer may have lodged with the Council in respect of the employee in terms of clauses 3 and 5 of Section 1 of Part I of this Agreement. The Council may after considering any reasons which may have been submitted uphold the appeal or give such other decision.

(6) Where monies have been advanced to the employee to expand in the course of his duties for his employer he may be required to render a satisfactory account of expenditure to his employer. Should the services of the employee be terminated and such monies have not been refunded the employer shall be entitled to recover the amount of the refund from the wages or earnings: Provided that an employee who is aggrieved by the application to him of this clause may appeal to the Council against such a decision applied to him and the Council may after considering any reasons which may be submitted for such decision confirm that decision or give such other decision as in its opinion ought to have been given in such case.

SECTION 3

1. SCHEDULE OF WAGES AND/OR EARNINGS

	Per hour R
(1) Rate A	
(a) Registered wireman, specialist artisan and artisan (as defined in this Agreement).....	2,75
(b) Installation and/or repair and/or servicing of burglar and other similar alarm systems operated at a voltage in excess of 40 volts.....	2,75
(c) Telephone electrician's work.....	2,75
(2) Rate D	
(a) Installation of aerials on consumer's premises...	1,78
(b) First six months of experience (Rate DD).....	1,36
(3) Electrical conduit installers	
(a) Electrical conduit installer after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	1,52
(b) Electrical conduit installer during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939.....	1,13
(c) Learner electrical conduit installer during training.....	0,85
(4) Drivers	
Tare of vehicle—	
(a) up to 3 500 kg.....	31,35
(b) over 3 500 kg but not over 9 000 kg.....	45,65
(c) over 9 000 kg.....	49,23

"Voertuig" beteken 'n vervoermiddel wat deur ander krag as menslike of dierlike krag voortbeweeg word, met inbegrip van 'n trekker.

(5) *Wagte*.—R31,35 per week.

- (a) Die gewone werkure van 'n wag mag hoogstens 12 uur per skof wees waar ses dae per week gwerk word.
 (b) Die uurolon van 'n wag word bereken deur sy weekloon soos hierin gespesifieer deur 72 te deel.

(6) Leerlingingenieurs en/of goedgekeurde studente	Per uur	R
Eerste jaar leerlingskap.....	0,94	
Tweede jaar leerlingskap.....	1,28	
Daarna.....	1,32	

(7) *Loon DDD*

Die volgende werksaamhede wanneer hulle verrig word in die werkinkel van 'n bedryfsinrigting in verband met die herstel van toestelle (uitgesonderd roeteer- of wederkerige toestelle wat van 'n motor in enige vorm gebruik maak) met 'n las van hoogstens vyf ampère, behalwe ten opsigte van huis-houdelike verkoelers waar die las hoogstens 10 ampère is:

- (a) Herstel en/of vervanging van verwarmingselemente aan toestelle.....
 (b) Herstel en/of vervanging van keramiek- of ander isolerspasieerdeers en/of -vormers wat vir verwarmingselemente gebruik word, insluitende die vassit daarvan.....
 (c) Herstel en/of hermontering van verwarmings-elementhouers.....
 (d) Herstel en/of vervanging van koorde aan toestelle.....

R1,13 per uur

(8) Loon H	Per uur	c
<i>Arbeider—Graad I</i>		
In die landdrosdistrikte Durban en Pinetown.....	0,70	
In die munisipale gebied van Pietermaritzburg.....	0,69	
In die munisipale gebiede van Newcastle, Ladysmith, Empangeni en Richardsbaai.....	0,68	
In die res van Natal.....	0,59	
<i>Arbeider—Graad II</i>		
In die landdrosdistrikte Durban en Pinetown.....	0,68	
In die munisipale gebied van Pietermaritzburg.....	0,67	
In die munisipale gebiede van Newcastle, Ladysmith, Empangeni en Richardsbaai.....	0,66	
In die res van Natal.....	0,58	

2. BYWONINGSTOELAE

(1) Aan elke drywer en graad H arbeider moet daar bennwens sy gewone loon 'n bywoningstoelae van 4c per uur betaal word en aan elke graad I arbeider 3c per uur vir elke gewone uur wat gedurende 'n week gwerk is: Met dien verstande dat, indien sodanige werkner nie die volle getal ure voorgeskryf in die Ooreenkoms werk nie, die toelae nie vir enige aantal ure gwerk betaal moet word nie. Hierdie toelae moet saam met sy ander besoldiging betaal word en is nie vir oortydwerk betaalbaar nie.

(2) Ondanks subklousule (1) moet 'n drywer of arbeider wat met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van sy werkafwesig is, die toelae betaal word ten opsigte van die getal gewone ure wat hy werklik gwerk het: Met dien verstande dat die werkgever van sodanige werkner kan vereis om bewys van die oorsaak van die afwesigheid te lever. Indien 'n drywer of arbeider na die aanvang van die gewone werkweek van 'n werkgever in diens geneem word en die volle getal gewone ure vir daardie week na die aanvang van die diens werk, moet hy die bywoningstoelae betaal word vir alle gewone ure gwerk gedurende die res van die week na die aanvang van die diens. Indien 'n drywer of arbeider voor die einde van die gewone werkweek van 'n werkgever ontslaan word of bedank en hy aan die ander vereistes van die Ooreenkoms betreffende die beëindiging van diens voldoen en hy die volle getal gewone ure vir daardie week voor die beëindiging van sy diens werk, moet hy die bywoningstoelae betaal word vir alle gewone ure gwerk gedurende die week voor die beëindiging van sy diens.

(3) Elke drywer en arbeider moet die bywoningstoelae betaal word vir openbare vakansiedae ten opsigte van die getal ure wat hy op 'n gewone werkdag sou gwerk het (oortydwerk uitgesluit): Met dien verstande dat indien 'n openbare vakansiedag op 'n Saterdag val, hierdie klosule nie van toepassing is nie.

"Vehicle" means a conveyance propelled by other than human or animal power and includes a tractor.

(5) *Watchmen*: R31,35 per week.

- (a) The ordinary hours of work of a watchman shall not exceed 12 hours per shift for a six-day week.
 (b) The hourly rate of a watchman shall be calculated by dividing his weekly wages herein specified by 72.

(6) Pupil engineers and/or approved students	Per hour	R
First year of pupilage.....		0,94
Second year of pupilage.....		1,28
Thereafter.....		1,32

(7) *Rate DDD*

The following operations when performed in the workshop of an establishment in connection with the repair of appliances (other than rotating or reciprocating appliances utilising a motor in any form) of a load not exceeding five ampères, except in respect of domestic radiators where the load does not exceed 10 ampères:

- | | |
|--|------------|
| (a) Repair and/or replacement of heating elements on appliances..... | R1,13 p.h. |
| (b) Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing..... | |
| (c) Repair and/or reassembly of heating element containers..... | |
| (d) Repair and/or replacement of cords to appliances..... | |

(8) *Rate H*

Labourers—Grade 1

The Magisterial Districts of Durban and Pinetown Municipal Area of Pietermaritzburg.....	0,70
Municipal Areas of Newcastle, Ladysmith, Empangeni and Richard's Bay.....	0,68
The rest of Natal.....	0,59

(9) *Rate I*

Labourers—Grade II

The Magisterial Districts of Durban and Pinetown Municipal Area of Pietermaritzburg.....	0,68
Municipal Areas of Newcastle, Ladysmith, Empangeni and Richard's Bay.....	0,66
The rest of Natal.....	0,58

2. ATTENDANCE ALLOWANCE

(1) Every driver and Grade H labourer shall be paid an attendance allowance of 4c per hour and every Grade I labourer 3c per hour for every ordinary hour worked during any week, which shall be in addition to his ordinary wage: Provided that where such employee does not work the full number of hours prescribed in the Agreement, the allowance shall not be paid in respect of any hours worked. This allowance shall be paid at the same time as his other remuneration is paid and is not payable on overtime.

(2) Notwithstanding the provisions of subclause (1), where a driver or labourer is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, such employee shall be paid the allowance in respect of the number of ordinary hours he actually worked: Provided that the employer may call on such employee to produce evidence in proof of cause of absence. Where a driver or labourer is employed after the commencement of the normal working week of an employer and he works the full number of normal hours for that week after commencement of employment, he shall be paid the attendance allowance for all normal hours worked during the rest of the week after the commencement of employment. Where a driver or labourer is dismissed or resigns before the end of the normal working week of an employer and he complies with the other requirements of the Agreement regarding termination of employment and he works the full number of normal hours for that week prior to termination of employment, he shall be paid the attendance allowance for all normal hours worked during the week before the termination of his employment.

(3) Every driver and labourer shall be paid the attendance allowance for public holidays in respect of the number of hours he would have worked on a normal working day (excluding overtime): Provided that where a public holiday falls on a Saturday the provisions of this clause shall not be applicable.

3. BETALING VAN VERDIENSTE

(1) Waar die dienste van 'n werknemer ná die sluiting van die betaalweek beëindig word, is alle besoldiging wat ná dié sluiting aan hom verskuldig is, betaalbaar voor of op die betaaldag waarop die besoldiging gewoonlik betaal sou gewees het: Met dien verstande dat sodanige besoldiging op versoek van die werknemer aan hom gestuur moet word aan die adres wat hy verskaf het.

(2) 'n Werkgever kan ná onderlinge ooreenkoms met minstens 75 persent van sy werknemers die lone of verdienstes op 'n twee- of vierwekelikse grondslag betaal: Met dien verstande dat die Raad twee maande vooraf skriftelik kennis van dié reëlings gegee word.

4. AANPASSING VAN LONE

Elke werknemer wat op 24 September 1979 werk verrig wat onder Tarief A in hierdie Ooreenkoms ingedeel word, moet, terwyl hy by dieselfde werkgever in diens is en ongeag of sy werklike loonstaal onmiddellik voor genoemde datum hoër was as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word of nie, minstens die werklike loonstaal betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n addisionele bedrag vir sy klas werk soos volg:

	Per uur c
Loon A.....	17

Vir en namens die partye op hede die 18de dag van Julie 1979 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

D. D. COCHIUS, Ondervoorsitter van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

No. R. 2072

21 September 1979

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

ELEKTROTEGNIESE NYWERHEID, NATAL

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewings in verband met die Elektrotegniese Nywerheid, gepubliseer by Goewermentskennisgewing R. 2071 van 21 September 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

3. PAYMENT OF EARNINGS

(1) Where the services of an employee are terminated after the closure of the pay-week, all remuneration due to him after that closure is payable not later than the pay-day on which the remuneration would normally have been paid: Provided that at the request of the employee such remuneration shall be forwarded to him at an address given by him.

(2) An employer by mutual arrangement with a minimum of 75 per cent of his employees may pay wages or earnings on a two-weekly or four-weekly basis: Provided that the Council is given two months' prior notice in writing of such arrangements.

4. ADJUSTMENT OF WAGES

Every employee who on 24 September 1979 is employed on work classified as Rate A in this Agreement shall whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement be paid not less than the actual rate he was receiving immediately prior to the said date plus an additional amount for his class of work as follows:

	Per hour c
Rate A.....	17

Signed at Durban as authorised for and on behalf of the parties this 18th day of July 1979.

B. NICHOLSON, Chairman of the Council.

D. D. COCHIUS, Vice-Chairman of the Council.

D. F. ANTHONY, Secretary of the Council.

No. R. 2072

21 September 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

ELECTRICAL INDUSTRY, NATAL

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notices relating to the Electrical Industry, published under Government Notice R. 2071 of 21 September 1979 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.

S. P. BOTHA, Minister of Manpower Utilisation.

Koop Nasionale Spaarsertifikate

Buy National Savings Certificates

INHOUD

No.	Bladsy No.	Staats- koerant No.
Mannekragbenutting, Departement van Gouewermentskennisgewings		
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