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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG-BENUTTING

No. R. 1552 25 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956
 ELEKTROTEGNIËSE AANNEMINGS-EN-BEDIENINGSNYWERHEID, KAAP.—HERNUWING VAN OOREENKOMS VIR DIE BEDIENINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermenskennisgewings R. 2398 van 10 Desember 1976, R. 1777 van 9 September 1977, R. 1473 van 14 Julie 1978 en R. 1512 van 6 Julie 1979, van krag is vanaf die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1556 25 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956
 ELEKTROTEGNIËSE AANNEMINGS-EN-BEDIENINGSNYWERHEID (KAAP).—WYSIGING VAN OOREENKOMS VIR DIE BEDIENINGSEKSIE

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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings-en-bediensnywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

No. R. 1552 25 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—RENEWAL OF AGREEMENT FOR THE SERVICING SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 2398 of 10 December 1976, R. 1777 of 9 September 1977, R. 1473 of 14 July 1978 and R. 1512 of 6 July 1979, to be effective from the date of publication of this notice and for the period ending 30 June 1981.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 1556 25 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).—AMENDMENT OF AGREEMENT FOR THE SERVICING 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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a),

van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigings-ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1981 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie engeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGS-EN-BEDIENINGSNYWERHEID (KAAP)

OOREENKOMS

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

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
(hierna die "werkgewers" of die "werkgewersorganisasies" 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, Aannemings-en-bediensnywerheid (Kaap),

om die Ooreenkoms gepubliseer by Goewermetskennisgewing R. 2398 van 10 Desember 1976, soos gewysig en hernieu by Goewermetskennisgewings R. 1777 van 9 September 1977 R. 1472 en R. 1473 van 14 Julie 1978 en R. 1512 van 6 Julie 1979, te wysig.

1. TOEPASSINGSBESTEK

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

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

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

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—

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

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

shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, 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 the Amending 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 the Amending Agreement and with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1981, the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

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

AGREEMENT

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

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa
and the

South African Electrical Workers' Association
(hereinafter referred to as the "employees" or the "trade unions"), of the other part,

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

to amend the Agreement published under Government Notice R. 2398 of 10 December 1976, as amended, and extended under Government Notices R. 1777 of 9 September 1977, R. 1472 and R. 1473 of 14 July 1978 and R. 1512 of 6 July 1979.

1. SCOPE OF APPLICATION

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

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

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

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

(a) apply 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) apply to trainees only in so far as they are not inconsistent with any provisions of the Training of Artisans Act, 1951, or any conditions prescribed in terms thereof;

(c) nie van toepassing nie op werkgewers en werknemers wat betrokke is by of in diens is in die Elektrotegniese Aannemingseksie van die Nywerheid.

(3) Vir die toepassing van hierdie Ooreenkoms word die weekloon van vakleerlinge wat ingevolge die Wet op Vakleerlinge (Wet 37 van 1944) voorgeskryf word, geag die weekloon te wees en is die uurloon die weekloon soos hierbo bereken, gedeel deur die getal gewone werkdere wat in die betrokke bedryfsinrigting gewerk word.

(4) Ondanks die beperking van hierdie Ooreenkoms tot die werksaamhede daarin vermeld, geld klousules 4 en 5 van die Ooreenkoms vir alle werknemers wat by werkprosesse betrokke is en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms vir 'n Loon D-werknemer voorgeskryf word of wat 'n loon van minstens R403,65 per maand, uitgesonderd betaling vir oortydwerk, betaal word.

2. KLOUSULE 1 VAN DEEL I.—TOEPASSINGSBESTEK

In subklousule (4), vervang die syfer "R354,90" deur die syfer "R403,65".

3. KLOUSULE 4 VAN DEEL I.—LONE EN/OF VERDIENSTE

(1) Vervang subklousules (1), (2) en (3) (a) deur die volgende:

"(1) 'n Werknemer wat op 28 Julie 1980 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig of vir werk wat deel van sodanige klas werk uitmaak, moet steeds minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer in diens is en dieselfde werk of enige ander werk verrig waarvoor 'n laer loon voorgeskryf word.

(2) Geen werknemer mag deur sy werkgewer ontslaan word nie as gevolg van die inwerkingtreding van enige nuwe of wysigingsooreenkoms en die toepassing daarvan, wat 'n verandering meebring in die loon van sodanige werknemer en/of in die omskrywing van enige klas werk soos in sodanige ooreenkoms vervat in vergelyking met die loon en klasse werk soos voorgeskryf in enige ooreenkoms wat onmiddellik voor die inwerkingtreding van sodanige nuwe of wysigingsooreenkoms van toepassing was: Met dien verstande dat hierdie subklousule nie inbreuk mag maak nie op die regte van 'n werkgewer of 'n werknemer kragtens die bepalings insake 'Diensbeëindiging' (klousule 12 van Deel I van hierdie Ooreenkoms) in verband met die reg om 'n dienskontrak te beëindig.

(3) (a) Elke werknemer wat op 28 Julie 1980 in die diens van 'n werkgewer werk verrig wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgewer is en afgesien daarvan, of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk onmiddellik voor genoemde datum gespesifiseer is, of nie, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n bedrag vir sy klas werk, soos volg:

Klas werk	Bedrag per uur Sent
Loon A.....	39
Loon AA—	
werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum.....	30
werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum.....	31
werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum.....	32
Loon B.....	27
Loon C.....	26
Loon D.....	25
Loon DD.....	20
Loon DDD.....	17
Loon E.....	16
Loon F.....	14
Loon G.....	12
Loon H.....	12
Enige voertuig dryf wat gelisensieer is om 'n loonvrag met die volgende perke te vervoer:	
Tot en met 1 000 kg.....	14
meer as 1 000 kg en tot 3 000 kg.....	15
meer as 3 000 kg en tot 4 500 kg.....	18
meer as 4 500 kg en tot 6 500 kg.....	20
meer as 6 500 kg.....	21

Klas werk	Per week R
Werk van 'n wag.....	5,10

(c) not apply to employers and employees engaged or employed in the Electrical Contracting Section of the Industry.

(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, and the hourly rate shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of clauses 4 and 5 of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for a Rate D employee or paid at a rate not less than R403,65 per month, excluding payment for overtime.

2. CLAUSE 1 OF PART I.—SCOPE OF APPLICATION

In subclause (4), substitute the figure "R403,65" for the figure "R354,90".

3. CLAUSE 4 OF PART I.—WAGES AND/OR EARNINGS

(1) Substitute the following for subclauses (1), (2) and (3) (a):

"(1) Any employee who on 28 July 1980 is in receipt of a higher rate than that prescribed in this Agreement for the class of work on which he is employed or for work which forms part of such class of work shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(2) No employee shall be discharged by his employer as the result of the commencement of any new or amending agreement and its application involving any change of the wage rate affecting such employee and/or description of any class of work contained in such agreement in relation to the wage rate and classes of work as prescribed in any agreement applicable immediately prior to the commencement of such new or amending agreement: Provided that the provisions of this subclause shall not abrogate the rights of an employer or an employee under the 'Termination of Employment' provisions (clause 12 of Part I of this Agreement) in relation to the right to terminate a contract of service.

(3) (a) Every employee who on 28 July 1980 is employed by an employer on work classified 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 immediately prior to the said date, be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an amount for his class of work as follows:

Class of work	Amount per hour Cents
Rate A.....	39
Rate AA—	
employees in their first six months of continuous service on the above date.....	30
employees in their second six months of continuous service on the above date.....	31
employees with more than 12 months of continuous service on the above date.....	32
Rate B.....	27
Rate C.....	26
Rate D.....	25
Rate DD.....	20
Rate DDD.....	17
Rate E.....	16
Rate F.....	14
Rate G.....	12
Rate H.....	12
Driving of any vehicle authorised to carry a pay-load of—	
Up to and including 1 000 kg.....	14
Over 1 000 kg and up to 3 000 kg.....	15
Over 3 000 kg and up to 4 500 kg.....	18
Over 4 500 kg and up to 6 500 kg.....	20
Over 6 500 kg.....	21

Class of work	Per week R
Watchman's work.....	5,10

Met dien verstande dat—

(i) die addisionele bedrag wat ingevolge hierdie subklousule aan 'n werknemer vir sy klas werk betaalbaar is, verminder mag word met die bedrag van enige verhoging of verhogings wat op of na 13 Mei 1980 aan sodanige werknemer toegestaan word;

(ii) 'n werknemer wat na 13 Mei 1980 in diens geneem was teen 'n loonskaal wat minstens gelyk is aan die loonskaal vir sy klas werk voorgeskryf op 28 Julie 1980 nie geregtig is op die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;

(iii) 'n werkgever nie die loonskaal van 'n werknemer aan wie 'n groter verhoging as die addisionele bedrag in hierdie subklousule gespesifiseer op of na 13 Mei 1980 vir sy klas werk toegeken is, mag verminder nie en dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word.

Vir die toepassing van hierdie Ooreenkoms is die lone wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat 'aansporingsbonuswerk' ooreenkomstig klousule 10 van Deel I van hierdie Ooreenkoms verrig.

(2) In subklousule (3) (c)—

(a) in die paragraaf met die opskrif "Die werk van 'n wag", vervang die syfer "R36,45" deur die syfer "R41,55";

(b) in die paragraaf met die opskrif "Voertuie dryf"—

(i) vervang die syfer "97" deur die syfer "111";

(ii) vervang die syfer "103" deur die syfer "118";

(iii) vervang die syfer "132" deur die syfer "150";

(iv) vervang die syfer "145" deur die syfer "165";

(v) vervang die syfer "148" deur die syfer "169".

4. KLOUSULE 11 VAN DEEL I.—REIS- EN VERBLYF-TOELAE

In subklousule (4)—

(a) vervang "R7,00" deur "R8,00";

(b) vervang "R6,50" deur "R7,50";

(c) vervang "R2,50" deur "R3,00".

5. KLOUSULE 13 VAN DEEL I.—VERLOF EN WERK-LOOSHEIDSBESOLDIGING

(1) Vervang subklousule (1) deur die volgende:

"(1) Behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, moet verlofbesoldiging soos in hierdie klousule bepaal, behoudens paragrafe (a), (b), (c) en (d) hiervan, bereken word teen die uurloon soos in hierdie Ooreenkoms omskryf wat die werknemer ontvang of geregtig is om te ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer.

(a) Die verlofbesoldiging van 'n werknemer wat sy verlof neem op die datum waarop hy daarop geregtig word of wat sy verlof neem binne vier maande vanaf die datum waarop hy daarop geregtig word soos in subklousule (3) (f) bepaal, moet bereken word teen die skaal van toepassing op die datum waarop hy op sodanige verlof geregtig geword het: Met dien verstande dat as die werknemer se verlof op versoek van die werkgever uitgestel en binne vier maande vanaf die kwalifikasiedatum geneem word, die werknemer sy verlofbesoldiging betaal moet word bereken teen die skaal van toepassing op die datum waarop hy met verlof gaan: Voorts met dien verstande dat indien daar 'n statutêre verhoging plaasvind gedurende die tydperk tussen die kwalifikasiedatum en die datum waarop hy van sy verlof terugkeer, sy verlofbesoldiging hoogstens soweel dat nadat hy van sy verlof teruggekeer het, aangepas moet word met werkwerkende krag vanaf die datum van inwerkingtreding van sodanige verhoging.

(b) Die verlofbesoldiging van 'n werknemer aan wie die Raad op sy versoek vrystelling verleen het om sy verlof te neem ná die tydperk van vier maande soos in subklousule (3) (f) bepaal, moet, behoudens die voorwaardes in die vrystellingstifikaat vervat, bereken word teen die skaal van toepassing op die datum waarop die werknemer op verlof geregtig geword het: Met dien verstande altyd dat die toepaslike skaal vir die doel van hierdie berekening, behoudens subparagrafe (i) en (ii) hiervan, dié statutêre verhoging moet insluit wat van krag geword het ná die datum waarop die werknemer vir verlof gekwalifiseer het.

(i) In die geval van 'n werknemer wat ingevolge subklousule (3) op drie agtereenvolgende weke verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van drie weke vanaf die datum waarop die werknemer vir verlof gekwalifiseer het;

Provided that—

(i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 13 May 1980;

(ii) any employee who was engaged after 13 May 1980 at a rate of pay of not less than the rate of pay prescribed for his class of work on 28 July 1980 shall not be entitled to be paid the additional amount specified in this subclause for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 13 May 1980 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement.

For purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed on Incentive Bonus Work in terms of clause 10 of Part I of this Agreement."

(2) In subclause (3) (c)—

(a) in the paragraph headed "Watchman's work", substitute the figure "R41,55" for the figure "R36,45";

(b) in the paragraph headed "Vehicle driving"—

(i) substitute "111" for "97";

(ii) substitute "118" for "103";

(iii) substitute "150" for "132";

(iv) substitute "165" for "145";

(v) substitute "169" for "148".

4. CLAUSE 11 OF PART I.—TRAVELLING AND SUBSISTENCE ALLOWANCE

In subclause (4)—

(a) substitute "R8,00" for "R7,00";

(b) substitute "R7,50" for "R6,50";

(c) substitute "R3,00" for "R2,50".

5. CLAUSE 13 OF PART I.—LEAVE AND UNEMPLOYMENT PAY

(1) Substitute the following subclause (1) for the existing subclause (1) of clause 13 of Part I of the Agreement:

"(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall, subject to paragraphs (a), (b), (c) and (d) hereof, be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive at the date of qualification for his paid leave.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto as provided for in subclause (3) (f), shall be calculated at the rate applicable as at the date on which he became entitled to such leave: Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave: Provided further that if any statutory increase occurs during the period between qualification date and date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospectively from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom the Council has granted an exemption at his own request to take his leave after the four month period provided for in subclause (3) (f) shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable at the date on which the employee became entitled to leave: Provided always that, for the purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include such statutory increase which came into effect subsequent to the date on which the employee qualified for leave.

(i) In the case of an employee entitled to three consecutive weeks' paid leave in terms of subclause (3) the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of three weeks from the date on which the employee qualified for the leave.

(ii) In die geval van 'n werknemer wat ingevolge subklousule (9) op vier agtereenvolgende weke verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van vier weke vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(c) Die verlofbesoldiging van 'n werknemer wie se verlof op versoek van die werkgever, en slegs nadat daar om vrystelling aansoek gedoen is en dit deur die Raad toegestaan is, uitgestel word tot ná die tydperk van vier maande waarvoor daar in subklousule (3) (f) voorsiening gemaak word, moet, behoudens die voorwaardes in die vrystellingstifikaat vervat, bereken word teen die loon wat van toepassing is op die datum waarop die werknemer werklik met verlof gaan. Indien daar enige statutêre verhoging voorkom terwyl die werknemer met verlof is, moet die werkgever die verlofbesoldiging hoogstens sewe dae nadat die werknemer van sy verlof teruggekeer het, aanpas met die bedrag van sodanige verhoging met terugwerkende krag vanaf die datum waarop die verhoging van krag geword het.

(d) Ondanks andersluidende bepalings, moet die werkgever, aan 'n werknemer wat opgeroep word om die aanvangstydperk van nasionale diens ingevolge die Verdedigingswet, 1957, te ondergaan, voor die aanvang van genoemde tydperk alle verlofbesoldiging betaal wat ingevolge klousule 13 verskuldig is asook alle verlofbonusse wat ingevolge klousule 14 van hierdie Deel verskuldig is.

Betaling van die verlofbesoldiging en die verlofbonus in hierdie omstandighede moet geensins vertolk word as diensbeëindiging of as vrystelling van die werkgever van sy verpligtinge ingevolge die Verdedigingswet, 1957, of van enige ander statutêre bepaling solank so 'n werknemer militêre diens ondergaan nie."

(2) Vervang subklousule (10) deur die volgende:

"(10) Behoudens andersluidende bepalings hierin, word diens vir die toepassing van hierdie klousule geag te begin op 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 sodanige diens sluit in enige tydperk waartydens 'n werknemer afesig is vir militêre diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer van sodanige militêre dienstydperk as diens te eis nie as—

- (a) agt maande ten opsigte van 'n eerste tydperk van 24 maande of langer;
- (b) ses maande ten opsigte van 'n eerste tydperk van 18 maande; of
- (c) vier maande ten opsigte van 'n eerste tydperk van 12 maande; en
- (d) 30 dae ten opsigte van enige daaropvolgende tydperk van sodanige diens."

6. KLOUSULE 14 VAN DEEL I.—VERLOFBONUS

(1) In subklousule (2), ná die sinsnede "Vir die toepassing van hierdie klousule", voeg die volgende by:

"Die verlofbonus moet bereken word teen die gelyste loon van toepassing op die datum waarop die werknemer werklik met verlof gaan: Met dien verstande dat in die geval van 'n werknemer wat sy diens beëindig of wie se diens deur sy werkgever beëindig word, die verlofbonus bereken moet word teen die gelyste loon van toepassing op die datum van beëindiging van sodanige diens."

(2) In subklousule (3), vervang die bestaande tabel deur die volgende tabel:

(ii) In the case of an employee entitled to four consecutive weeks' paid leave in terms of subclause (9), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of four weeks from the date on which the employee qualified for leave.

(c) The leave pay of an employee whose leave, at the request of the employer, and only after an exemption has been applied for and been granted by the Council, is postponed beyond the four month period provided for in subclause (3) (f), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay retrospective from the date on which such increase became effective by the amount of such increase.

(d) Notwithstanding any provisions to the contrary, where an employee is called upon to undergo the initial period of national service in terms of the Defence Act, 1957, the employer shall, prior to the commencement of the said period, pay to such employee all leave due in the terms of clause 13 and all leave bonus due in terms of clause 14 of this part.

Payment of the leave pay and leave bonus under these circumstances shall in no way be construed as termination of employment or absolving the employer from his obligations in terms of the Defence Act, 1957, or any other statutory enactment whilst such employee is undergoing military service."

(2) Substitute the following for subclause (10):

"(10) 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 the date on which he last became entitled to the paid leave, whichever is the later, and shall include any period during which an employee is absent undergoing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than—

- (a) eight months in respect of a first period of 24 months or longer;
- (b) six months in respect of a first period of 18 months; or
- (c) four months in respect of a first period of 12 months; and
- (d) 30 days in respect of any subsequent period of such service."

6. CLAUSE 14 OF PART I.—LEAVE BONUS

(1) In subclause (2), after the phrase "For the purposes of this clause", add the following:

"Leave bonus shall be calculated at the scheduled rate applicable on the date on which the employee actually proceeds on leave: Provided that in the case of an employee who terminates his service or whose employment is terminated by the employer, leave bonus shall be calculated at the scheduled rate applicable on the date of termination of such employment."

(2) In subclause (3), substitute the following table for the existing table:

	"Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of ver- dere ver- lof- siklusse
Waar die werknemer se gelyste loon hoogstens 92c per uur is en werknemers wat die werk van 'n wag verrig.....	R 45,00	R 53,00	R 60,00	R 67,00
Waar die werknemer se gelyste loon meer as 92c per uur maar hoogstens 134,5c per uur is.....	63,00	74,00	86,00	98,00
Waar die werknemer se gelyste loon meer as 134,5c per uur maar hoogstens 159,5c per uur is.....	136,00	154,00	173,00	193,00
Waar die werknemer se gelyste loon meer as 159,5c per uur maar hoogstens 172c per uur is.....	154,00	176,00	196,00	217,00
Waar die werknemer se gelyste loon meer as 172c per uur maar hoogstens 206,5c per uur is.....	220,00	250,00	279,00	310,00
Waar die werknemer se gelyste loon meer as 206,5c per uur is.....	243,00	276,00	310,00	345,00"

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 92 cents per hour and employees employed on watchman's work.....	45,00	53,00	60,00	67,00
Where the employee's scheduled rate exceeds 92 cents per hour but does not exceed 134,5 cents per hour.....	63,00	74,00	86,00	98,00
Where the employee's scheduled rate exceeds 134,5 cents per hour but does not exceed 159,5 cents per hour.....	136,00	154,00	173,00	193,00
Where the employee's scheduled rate exceeds 159,5 cents per hour but does not exceed 172 cents per hour.....	154,00	176,00	196,00	217,00
Where the employee's scheduled rate exceeds 172 cents per hour but does not exceed 206,5 cents per hour.....	220,00	250,00	279,00	310,00
Where the employee's scheduled rate exceeds 206,5 cents per hour.....	243,00	276,00	310,00	345,00"

(3) Vervang subklousule (4) (a) deur die volgende:

"(a) *Vakleerlinge*.—'n Verlofbonus per jaar, bereken op die datum van kwalifikasie vir die verlof met besoldiging in die eerste, tweede, derde, vierde en vyfde jare vakleerling-skap:

	R
Eerste jaar se verlofkwalifikasie.....	113,00
Tweede jaar se verlofkwalifikasie.....	138,00
Derde jaar se verlofkwalifikasie.....	156,00
Vierde jaar se verlofkwalifikasie.....	243,00"

(4) Vervang subklousule (4) (b) deur die volgende:

"(b) *Voertuigdrywers (buitervoer—voertuie wat op openbare paaie gedryf word)*.—Verlofbonus per jaar, bereken in verhouding tot die verlofkwalifikasie voltooi na dié datum waarop die werknemer laas vir verlof met besoldiging gekwalifiseer het, of die datum van sy indiensneming, naamlik die jongste datum.

Drywers van voertuie wat gemagtig is om 'n loonvrag te dra van—

	R
tot en met 1 000 kg.....	82,00
meer as 1 000 kg en tot en met 3 000 kg.....	100,00
meer as 3 000 kg en tot en met 4 500 kg.....	113,00
meer as 4 500 kg.....	179,00"

7. KLOUSULE 26 VAN DEEL I.—KOS EN INWONING

Vervang die bestaande klousule deur die volgende klousule:

"KLOUSULE 26.—KOS EN INWONING

Daar mag van geen werknemer vereis word om as deel van sy dienskontrak kos of inwoning of albei van sy werkgever aan te neem of om van sy werkgever goedere te koop of eiendom te huur nie. Waar 'n werknemer toestem om kos of inwoning of albei van sy werkgever aan te neem, kan die werkgever van so 'n werknemer se loon of verdienste dié bedrag aftrek vir die betaling van kos of inwoning of albei waaroor hulle ooreengekom het: Met dien verstande dat die Raad vooraf van genoemde aftrekkings en van die bedrag daarvan skriftelik in kennis gestel moet word."

8. KLOUSULE 29 VAN DEEL I.—UITGAWES VAN DIE RAAD

In subklousule (2), vervang die bestaande tabel deur die volgende tabel:

"Klas	Kolom A	Kolom B	Kolom C
		Werk-nemer se bydraes	Werk-gewer se bydraes
		Per week Sent	Per week Sent
I	Werknemers wie se voorgeskrewe loon R2,86 per uur of meer is	10	10
II	Werknemers wie se voorgeskrewe loon R2,07 per uur of meer maar minder as R2,86 is.....	8	8
III	Werknemers wie se voorgeskrewe loon R1,60 per uur of meer maar minder as R2,07 is.....	5	5
IV	Werknemers wie se voorgeskrewe loon R1,24 per uur of meer maar minder as R1,60 is.....	3	3
V	Werknemers wie se voorgeskrewe loon minder as R1,24 per uur is.....	2	2
VI	Algemene arbeiders, ongeag die lone wat betaal word.....	1	1"

(3) Substitute the following for subclause (4) (a):

"(a) *Apprentices*.—A leave bonus per annum, calculated at date of qualification for the paid leave in first, second, third, fourth and fifth years' apprenticeship:

	R
First year leave qualification.....	113,00
Second year leave qualification.....	138,00
Third year leave qualification.....	156,00
Fourth year leave qualification.....	243,00"

(4) Substitute the following for subclause (4) (b):

"(b) *Vehicle driving (external transport—vehicles driven on public roads)*.—Leave bonus per annum calculated pro rata to the leave qualification completed after the date on which the employee last qualified for his paid leave, or the date of his engagement, whichever is the later.

Drivers of vehicles authorised to carry a pay-load of—

	R
up to and including 1 000 kg.....	82,00
over 1 000 kg and up to 3 000 kg.....	100,00
over 3 000 kg and up to 4 500 kg.....	113,00
over 4 500 kg.....	179,00"

7. CLAUSE 26 OF PART I.—BOARD AND LODGING

Substitute the following clause for the existing clause:

"CLAUSE 26.—BOARD AND LODGING

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. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earnings such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and as to the amount thereof."

8. CLAUSE 29 OF PART I.—EXPENSES OF THE COUNCIL

In subclause (2), substitute the following table for the existing table:

"Class	Column A	Column B	Column C
		Employee's contributions	Employer's contributions
		Per week Cents	Per week Cents
I	Employees whose prescribed rate is R2,86 per hour or more...	10	10
II	Employees whose prescribed rate is R2,07 per hour or more, but less than R2,86.....	8	8
III	Employees whose prescribed rate is R1,60 per hour or more, but less than R2,07.....	5	5
IV	Employees whose prescribed rate is R1,24 per hour or more, but less than R1,60.....	3	3
V	Employees whose prescribed rate is less than R1,24 per hour...	2	2
VI	General labourers, irrespective of the wages paid.....	1	1"

9. KLOUSULE 3 VAN DEEL II.—VERLOF- EN WERK- LOOSHEIDSBESOLDIGING

Vervang subklausule (1) deur die volgende:

"(1) Behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, moet verlofbesoldiging soos in hierdie klausule bepaal, behoudens paragrawe (a), (b), (c) en (d) hiervan, bereken word teen die uurloon soos in hierdie Ooreenkoms omskryf wat die werknemer ontvang of geregtig is om te ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer.

(a) Die verlofbesoldiging van 'n werknemer wat sy verlof neem op die datum waarop hy daarop geregtig word of wat sy verlof neem binne vier maande vanaf die datum waarop hy daarop geregtig word soos in subklausule (3) (f) bepaal, moet bereken word teen die skaal van toepassing op die datum waarop hy op sodanige verlof geregtig geword het: Met dien verstande dat as die werknemer se verlof op versoek van die werkgever uitgestel en binne vier maande vanaf die kwalifikasiedatum geneem word, die werknemer sy verlofbesoldiging betaal moet word bereken teen die skaal van toepassing op die datum waarop hy met verlof gaan: Voorts met dien verstande dat indien daar 'n statutêre verhoging plaasvind gedurende die tydperk tussen die kwalifikasiedatum en die datum waarop hy van sy verlof terugkeer, sy verlofbesoldiging hoogstens sewe dae nadat hy van sy verlof teruggekeer het, aangepas moet word met terugwerkende krag vanaf die datum van inwerkingtreding van sodanige verhoging.

(b) Die verlofbesoldiging van 'n werknemer aan wie die Raad op sy versoek vrystelling verleen het om sy verlof te neem ná die tydperk van vier maande soos in subklausule (3) (f) bepaal, moet, behoudens die voorwaardes in die vrystellingstifikaat vervat, bereken word teen die skaal van toepassing op die datum waarop die werknemer op verlof geregtig geword het: Met dien verstande altyd dat die toepaslike skaal vir die doel van hierdie berekening, behoudens subparagrawe (i) en (ii) hiervan, dié statutêre verhoging moet insluit wat van krag geword het ná die datum waarop die werknemer vir verlof gekwalifiseer het.

(i) In die geval van 'n werknemer wat ingevolge subklausule (3) op twee agtereenvolgende weke en drie dae verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van twee weke en drie dae vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(ii) In die geval van 'n werknemer wat ingevolge subklausule (9) op drie agtereenvolgende weke en drie dae verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van drie weke en drie dae vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(c) Die verlofbesoldiging van 'n werknemer wie se verlof op versoek van die werkgever, en slegs nadat daar om vrystelling aansoek gedoen is en dit deur die Raad toegestaan is, uitgestel word tot ná die tydperk van vier maande waarvoor daar in subklausule (3) (f) voorsiening gemaak word, moet behoudens die voorwaardes in die vrystellingstifikaat vervat, bereken word teen die loon wat van toepassing is op die datum waarop die werknemer werklik met verlof gaan. Indien daar enige statutêre verhoging voorkom terwyl die werknemer met verlof is, moet die werkgever die verlofbesoldiging hoogstens sewe dae nadat die werknemer van sy verlof teruggekeer het, aanpas met die bedrag van sodanige verhoging met terugwerkende krag vanaf die datum waarop die verhoging van krag geword het.

(d) Ondanks andersluidende bepalings, moet die werkgever aan 'n werknemer wat opgeroep word om die aanvangs tydperk van nasionale diens ingevolge die Verdedigingswet, 1957, te ondergaan, voor die aanvang van genoemde tydperk alle verlofbesoldiging betaal wat ingevolge klausule 3 verskuldig is asook alle verlofbonusse wat ingevolge klausule 4 van hierdie Deel verskuldig is.

Betaling van die verlofbesoldiging en die verlofbonus in hierdie omstandighede moet geensins vertolk word as diensbeëindiging of as vrystelling van die werkgever van sy verpligtinge ingevolge die Verdedigingswet, 1957, of van enige ander statutêre bepaling solank so 'n werknemer militêre diens ondergaan nie."

9. CLAUSE 3 OF PART II.—LEAVE AND UNEMPLOYMENT PAY

Substitute the following for subclause (1):

"(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall, subject to paragraphs (a), (b), (c) and (d) hereof, be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive at the date of qualification for his paid leave.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto as provided for in subclause (3) (f), shall be calculated at the rate applicable as at the date on which he becomes entitled to such leave: Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave: Provided further that, if any statutory increase occurs during the period between qualification date and date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom the Council has granted an exemption at his own request to take his leave after the four-month period provided for in subclause (3) (f), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable at the date on which the employee became entitled to leave: Provided always that, for purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include such statutory increase which came into effect subsequent to the date on which the employee qualified for leave.

(i) In the case of an employee entitled to two consecutive weeks' and three days' paid leave in terms of subclause (3), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of two weeks and three days from the date on which the employee qualified for the leave.

(ii) In the case of an employee entitled to three consecutive weeks' and three days' paid leave in terms of subclause (9), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of three weeks and three days from the date on which the employee qualified for leave.

(c) The leave pay of an employee whose leave, at the request of the employer, and only after an exemption had been applied for and been granted by the Council, is postponed beyond the four-month period provided for in subclause (3) (f), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay retrospective from the date on which such increase became effective by the amount of such increase.

(d) Notwithstanding any provisions to the contrary, where an employee is called upon to undergo the initial period of national service in terms of the Defence Act, 1957, the employer shall, prior to the commencement of the said period, pay to such employee all leave pay due in terms of clause 3 and all leave bonus due in terms of clause 4 of this Part.

Payment of the leave pay and leave bonus under these circumstances shall in no way be construed as termination of employment or absolving the employer from his obligations in terms of the Defence Act, 1957, or any other statutory enactment whilst such employee is undergoing military service."

10. KLOUSULE 4 VAN DEEL II.—VERLOF- EN SPESIALE BONUS VAN TOEPASSING IN DIE SEKSIE VAN DIE NYWERHEID VIR DIE VERSIENING VAN RADIO'S, VERKOELINGS- EN/OF HUISHOUDELIKE TOESTELLE

(1) In subklousule (2), ná die sinsnede "Vir die toepassing van hierdie klousule", voeg die volgende by:

"Die verlofbonus moet bereken word teen die gelyste loon van toepassing op die datum waarop die werknemer werklik met verlof gaan: Met dien verstande dat in die geval van 'n werknemer wat sy diens beëindig of wie se diens deur sy werkgever beëindig word, die verlofbonus bereken moet word teen die gelyste loon van toepassing op die datum van beëindiging van sodanige diens."

(2) In subklousule (2), vervang die bestaande tabel deur die volgende tabel:

	"Eerste verlof-siklus	Tweede verlof-siklus	Derde verlof-siklus	Vierde of verdere verlof-siklusse
	R	R	R	R
Waar die werknemer se gelyste loon hoogstens 92c per uur is en werknemers wat die werk van 'n wag verrig.....	45,00	53,00	60,00	67,00
Waar die werknemer se gelyste loon meer as 92c per uur maar hoogstens 134,5c per uur is.....	63,00	74,00	86,00	98,00
Waar die werknemer se gelyste loon meer as 134,5c per uur maar hoogstens 159,5c per uur is.....	136,00	154,00	173,00	193,00
Waar die werknemer se gelyste loon meer as 159,5c per uur maar hoogstens 172c per uur is.....	154,00	176,00	196,00	217,00
Waar die werknemer se gelyste loon meer as 172c per uur maar hoogstens 206,5c per uur is.....	220,00	250,00	279,00	310,00
Waar die werknemer se gelyste loon meer as 206,5c per uur is.....	243,00	276,00	310,00	345,00"

	"First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 92 cents per hour and employees employed on watchman's work.....	45,00	53,00	60,00	67,00
Where the employee's scheduled rate exceeds 92 cents per hour but does not exceed 134,5 cents per hour.....	63,00	74,00	86,00	98,00
Where the employee's scheduled rate exceeds 134,5 cents per hour but does not exceed 159,5 cents per hour.....	136,00	154,00	173,00	193,00
Where the employee's scheduled rate exceeds 159,5 cents per hour but does not exceed 172 cents per hour.....	154,00	176,00	196,00	217,00
Where the employee's scheduled rate exceeds 172 cents per hour but does not exceed 206,5 cents per hour.....	220,00	250,00	279,00	310,00
Where the employee's scheduled rate exceeds 206,5 cents per hour.....	243,00	276,00	310,00	345,00"

(3) Vervang subklousule (3) (a) deur die volgende:

"(a) *Vakleerlinge*.—'n Verlofbonus per jaar, bereken op die datum van kwalifikasie vir die verlof met besoldiging in die eerste, tweede, derde, vierde en vyfde jare vakleerling-skap:

	R
Eerste jaar se verlofkwalifikasie.....	113,00
Tweede jaar se verlofkwalifikasie.....	138,00
Derde jaar se verlofkwalifikasie.....	156,00
Vierde jaar se verlofkwalifikasie.....	243,00"

(4) Vervang subklousule (3) (b) deur die volgende:

"(b) *Voertuigdrywers (buitervoer—voertuie wat op openbare paaie gedryf word)*.—Verlofbonus per jaar, bereken in verhouding tot die verlofkwalifikasie voltooi na dié datum waarop die werknemer laas vir verlof met besoldiging gekwalifiseer het, of die datum van sy indiensneming, naamlik die jongste datum.

Drywers van voertuie wat gemagtig is om 'n loonvrag te dra van—

	R
tot en met 1 000 kg.....	82,00
meer as 1 000 kg en tot en met 3 000 kg.....	100,00
meer as 3 000 kg en tot en met 4 500 kg.....	113,00
meer as 4 500 kg.....	179,00

Opmerking.—Skofte of tydperke van afwesigheid wat ingevolge klousule 3 (3) (a) (iii) van hierdie Deel van die Ooreenkoms vir verlof tel, moet by die berekening van die verskuldigde bonus ingesluit word."

10. CLAUSE 4 OF PART II.—LEAVE AND SPECIAL BONUS APPLICABLE IN THE RADIO, REFRIGERATION AND/OR DOMESTIC APPLIANCE SERVICING SECTION OF THE INDUSTRY

(1) In subclause (2), after phrase "For the purposes of this clause", add the following:

"Leave bonus shall be calculated at the scheduled rate applicable on the date on which the employee actually proceeds on leave: Provided that in the case of an employee who terminates his service or whose employment is terminated by the employer, leave bonus shall be calculated at the scheduled rate applicable on the date of termination of such employment."

(2) In subclause (2), substitute the following table for the existing table:

	"Eerste verlof-siklus	Tweede verlof-siklus	Derde verlof-siklus	Vierde of verdere verlof-siklusse
	R	R	R	R
Waar die werknemer se gelyste loon hoogstens 92c per uur is en werknemers wat die werk van 'n wag verrig.....	45,00	53,00	60,00	67,00
Waar die werknemer se gelyste loon meer as 92c per uur maar hoogstens 134,5c per uur is.....	63,00	74,00	86,00	98,00
Waar die werknemer se gelyste loon meer as 134,5c per uur maar hoogstens 159,5c per uur is.....	136,00	154,00	173,00	193,00
Waar die werknemer se gelyste loon meer as 159,5c per uur maar hoogstens 172c per uur is.....	154,00	176,00	196,00	217,00
Waar die werknemer se gelyste loon meer as 172c per uur maar hoogstens 206,5c per uur is.....	220,00	250,00	279,00	310,00
Waar die werknemer se gelyste loon meer as 206,5c per uur is.....	243,00	276,00	310,00	345,00"

	"First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 92 cents per hour and employees employed on watchman's work.....	45,00	53,00	60,00	67,00
Where the employee's scheduled rate exceeds 92 cents per hour but does not exceed 134,5 cents per hour.....	63,00	74,00	86,00	98,00
Where the employee's scheduled rate exceeds 134,5 cents per hour but does not exceed 159,5 cents per hour.....	136,00	154,00	173,00	193,00
Where the employee's scheduled rate exceeds 159,5 cents per hour but does not exceed 172 cents per hour.....	154,00	176,00	196,00	217,00
Where the employee's scheduled rate exceeds 172 cents per hour but does not exceed 206,5 cents per hour.....	220,00	250,00	279,00	310,00
Where the employee's scheduled rate exceeds 206,5 cents per hour.....	243,00	276,00	310,00	345,00"

(3) Substitute the following for subclause (3) (a):

"(a) *Apprentices*.—A leave bonus per annum, calculated at date of qualification for the paid leave in first, second, third, fourth and fifth years' apprenticeship:

	R
First year leave qualification.....	113,00
Second year leave qualification.....	138,00
Third year leave qualification.....	156,00
Fourth year leave qualification.....	243,00"

(4) Substitute the following for subclause (3) (b):

"(b) *Vehicle driving (external transport—vehicles driven on public roads)*.—Leave bonus per annum, calculated pro rata to the leave qualification completed after the date on which the employee last qualified for his paid leave, or the date of his engagement, whichever is the later.

Drivers of vehicles authorised to carry a pay-load of—

	R
up to and including 1 000 kg.....	82,00
over 1 000 kg and up to 3 000 kg.....	100,00
over 3 000 kg and up to 4 500 kg.....	113,00
over 4 500 kg.....	179,00

Note.—Shifts or periods of absence which count for holiday purposes in terms of clause 3 (3) (a) (iii) of this Part of the Agreement must be included in the calculation of the bonus due."

11. AANHANGSEL B

Onder die opskrif "LOON DD" vervang die syfer "R1,63" deur die syfer "R1,83".

12. Vervang die bestaande Aanhangsel C deur die volgende Aanhangsel C:

"AANHANGSEL C

AFDELING 2

Alle werksaamhede in die oprigting en/of installering en/of onderhoud en/of versiening van telekommunikasieuitrusting en/of ander uitrusting waarby gebruik gemaak word van elektroniese beginsels en/of radio's en/of komponente wat gebruik word in elektroniese werk en/of die radionywerheid, soos—

telefoon-, telegraaf- en dataversendingsuitrusting;
UHF- en BHF-radioverbindinge;
outomatiese en handtelefoonskakelstelsels;
toesig- en beheerstelsels;
seinstelsels;
foutopsporings- en alarmuitrusting;
luidspreker- en roepstelsels;
wetenskaplike, ultrasoniese meet- en elektro-mediese uitrusting;
navigasiehoofpmiddels;
mobiele, skeepvaart, lugvaartuig- en uitsaairadio-uitrusting;
geslotebaantelevisie-uitrusting;
steuringsonderdrukkingseenhede;
elektriese en/of elektroniese toetsapparaat;
industriële elektroniese uitrusting;
radar- en verwante uitrusting;
elektroniese afstandsmetuitrusting;
diktafone;
alarmstelsels;
outomatiese totalisators;
elektriese tyd- en verwante uitrusting.

Vir die doel van hierdie Afdeling beteken—

'elektronika' uitrusting waar die primêre stroombane gebaseer is op die konduktansie van elektrisiteit deur 'n vakuum, gas- of halfgeleier;

'radio' uitrusting waar die primêre funksie bestaan uit die versending en/of ontvangs van inligting sonder die hulp van 'n fisiese geleier.

Hierdie Afdeling sluit nie die installering, onderhoud of herstel van huishoudelike toestelle, d.w.s. motor-, huis- en draagbare radio's, televisie, bandopnemers en grammofoonuitrusting en luidsprekers, in nie.

LOON A

Werk van 'n elektronikameganikus (n.e.v.) } Loon per uur vir
Werk van 'n telekommunikasie-elektrisiën } werk ingedeel onder
(n.e.v.) } Loon A in Loontabel

LOON AA

Seksionele toesig oor laer betaalde werkmense, met inbegrip van die gereedmaak van bedradingsharnasborde } Loon per uur vir
 } werk ingedeel onder
 } Loon AA in Loontabel

LOON B

Regstelling volgens vooraf bepaalde grense van samestelde wat elektriese en/of meganiese bedien word.....

Volledige opeenvolgende regstelling van hefdraaikiesers en/of draaikiesers volgens vooraf bepaalde grense (n.e.v.).....

Kabelente vorm volgens kleurkode en/of prentsketse en/of in setklemme sonder verwysing na skematiese tekeninge, en die afhegting van kables en/of drade en/of geleiers volgens opdragte en/of monsters aan hoofuitrusting en/of aansluitkaste en/of verbindingblokke en/of aansluiters, met inbegrip van die soldeer en/of toedraai van drade, onder toesig van 'n Loon A-werknemer (n.e.v.).....

Loon per uur vir
werk ingedeel onder
Loon B in Loontabel

11. ANNEXURE B

Under the heading "RATE DD", substitute the figure R1,83 for the figure R1,63.

12. Substitute the following for Annexure C:

"ANNEXURE C

DIVISION 2

All operations in the erection and/or installation and/or maintenance and/or servicing of telecommunication equipment and/or any other equipment employing the principles of electronics and/or radio and/or components used in the electronics and/or radio industry, such as—

telephone, telegraph and data transmission equipment;
UHF and VHF radio links;
automatic and manual telephone switching systems;
supervisory and control systems;
signalling systems;
fault detection and alarm equipment;
public address and paging systems;
scientific, ultrasonic measuring and electro-medical equipment;
navigation aids;
mobile, marine, aircraft and broadcast radio equipment;
closed circuit television equipment;
interference suppression units;
electrical and/or electronic test apparatus;
industrial electronic equipment;
radar and allied equipment;
electronic distance measuring equipment;
dictaphones;
alarm systems;
automatic totalisators;
electric time and associated equipment.

For the purposes of this Division—

'electronics' means equipment where the primary circuits are based on the conductance of electricity through a vacuum, gas or semi-conductor;

'radio' means equipment where the primary function is to transmit and/or receive intelligence without the aid of a physical conductor.

This Division does not include the installation, maintenance or repair of domestic appliances, i.e. car, home and portable radios, television, tape recorders and gramophone equipment and loudspeakers.

RATE A

Electronics mechanic's work (n.e.s.)... } Rate per hour for
Telecommunication electrician's work } work classified at
(n.e.s.) } Rate A in Table of
 } Wage Rates

RATE AA

Sectional supervision of lower-rated operatives, including the preparation of wiring harness boards..... } Rate per hour for
 } work classified at
 } Rate AA in Table of
 } Wage Rates

RATE B

Adjustment to pre-determined limits of electrically and/or mechanically operated assemblies.....

Complete sequential adjustment of two-motion selectors and/or uni-selectors to pre-determined limits (n.e.s.).....

Forming-out of cable ends to colour codes and/or pictorial sketches and/or in fixtures without reference to schematic drawings, and the terminating of cables and/or wires and/or conductors to instructions and/or samples to main equipment and/or junction boxes and/or connecting blocks and/or terminals, including soldering and/or wrapping of wires, under supervision of a Rate A employee (n.e.s.).....

Rate per hour for
work classified at
Rate B in Table of
Wage Rates

LOON C

Die linte van bandopnemers skoonmaak en/of smeer en/of omruil.....

Sekondêre selle skoonmaak en/of byvul en/of primêre en/of sekondêre selle vir tydregistreer- en soortgelyke uitrusting vervang, onder toesig van 'n Loon A-werknemer

Motordraaikiesers volgens mondelinge opdragte van 'n Loon A- of AA-werknemer olie en smeer.....

Kabels tussen pale en/of mure hang en bykomende en hulpuitrusting op die oppervlak monter naamluk telefoonskakelborde en/of telefone en/of hoof- en/of slaafblokke en/of tydregistreerders en/of versterkers en/of luidsprekers en/of -klankseine en/of brandalarmbreekpunte en/of brandverklikkers en/of produksieregistreerskakelskywe en/of beheereenhede en/of wagskotpunte en/of seinuitrusting en/of aansluitkaste en/of verbindingsrame en/of verbindingsblokke, met inbegrip van die vassit van beheerpaneel en/of rakke aan mure, vloere en plafonne met boute en/of skroewe, onder toesig van 'n Loon A-werknemer.....

Loon per uur vir werk ingedeel onder Loon C in Loontabel

LOON DD

Draadharasse op voorafbereide spykerborde maak volgens uitloopyste met gebruikmaking van kleurkodes en/of prentsketse.....

Buitekabelomhuusl verwyder en afsonderlike geleiers stroop, ter voorbereiding vir afhegting.....

Stiffies wat alreeds bedraad is herhalend sagsoldeer en/of draad herhalend toedraai

Herhalingstoetsing met aanneem-/verwerptoeitsuitrusting.....

Loon per uur vir werk ingedeel onder Loon DDD in Loontabel vir eerste 12 maande ondervinding. Daarna, Loon DD

LOON DDD

Voorafbereide apparaatratke op die terrein monter waar geen regstelling van toebehore nodig is nie, met gebruikmaking van handgereedskap, onder toesig van 'n Loon A-werknemer.....

Loon per uur vir werk ingedeel onder Loon DDD in Loontabel

LOON F

Korrosiewerende en/of beskermende lae met 'n kwas aanwend.....

Voorafbereide staalwerk vasbout.....

Metaalstrookmateriaal wat reeds afge-merk is, sny en/of skuur.....

Voorafgemerkte gate met 'n verplaasbare boormasjien boor; die diameter van die gate moet hoogstens 30 mm wees.....

Kabels in voorafbereide roetes lê, met inbegrip van vasbind en/of vasmaak, maar nie met 'n draad vasdraai nie (n.e.v.).....

Laespanningsbedrading installeer, uitgesonderd die aansluiting daarvan, onder toesig van 'n Loon A- of AA-werknemer..

Vir die toepassing hiervan beteken "laespanning" hoogstens 40 volt wisselstroom of 50 volt gelykstroom.....

Loon per uur vir werk ingedeel onder Loon F in Loontabel

LOON G

Met mengsel vul onder toesig van 'n Loon A-werknemer.....

Kabels in voorafbereide vore lê.....

Verf en/of isoleermiddels en/of korrosiewerende lae onder toesig spuit, maar nie mengeling nie.....

Loon per uur vir werk ingedeel onder Loon G in Loontabel

Opmerking.—Wat monteurswerk vir elektriese kommunikasies betref, is die bepalings van hierdie Ooreenkoms in verband met oortydwerk, skofwerk en werk op openbare feesdae nie op totalisators van toepassing nie."

13. AANHANGSEL F

- (1) Onder die opskrif "LOON F", vervang "93" deur "107".
- (2) Onder die opskrif "LOON G", vervang "83" deur "95".

14. AANHANGSEL G

Onder die opskrif "LOON AA", vervang "R1,63" deur "R1,83".

RATE C

Cleaning and/or lubricating and/or changing ribbons on recorders.....

Cleaning and/or topping up secondary cells and/or replacing primary and/or secondary cells for time recording and similar equipment, under supervision of a Rate A employee.....

Oiling and greasing of motor uni-selectors according to verbal instructions of a Rate A or AA employee.....

Suspending of cables between poles and/or walls and the surface mounting of subsidiary and auxiliary equipment, namely, telephone switchboards and/or telephones and/or master and/or slave clocks and/or time recorders and/or amplifiers and/or loudspeakers and/or sound signals and/or fire alarm break-points and/or fire detectors and/or production recording dials and/or control units and/or watchman protection points and/or signalling equipment and/or junction boxes and/or connection frames and/or connection blocks, including the fixing of control panels and/or racks to walls, floors and ceilings by means of bolts and/or screws, under the supervision of a Rate A employee.....

Rate per hour for work classified at Rate C in Table of Wage Rates

RATE DD

Making of wire harnesses on pre-prepared nail boards to running-out lists using colour codes and/or pictorial sketches.....

Removing outer cable sheathing and stripping of individual conductors, in preparation for termination.....

Repetition soft soldering on tags already wired and/or repetition wire wrapping....

Repetition testing with accept/reject testing equipment.....

Rate per hour for work classified at Rate DDD in Table of Wage Rates for the first 12 months of experience. Thereafter, Rate DD

RATE DDD

Assembly on site of pre-prepared apparatus racks where no fitting adjustments are required, using hand tools under supervision of a Rate A employee.....

Rate per hour for work classified in Rate DDD in Table of Wage Rates

RATE F

Application of anti-corrosive and/or protective coatings by brush.....

Bolting up of pre-prepared steel work...

Cutting and/or grinding of metal-strip material already marked off.....

Drilling of pre-marked holes by portable drilling machines, hole diameter not to exceed 30 mm.....

Running in of cables in pre-prepared routes, including binding and/or fastening, but excluding wiring (n.e.s.).....

The installation of low-voltage wiring, excluding connecting up, under the supervision of a Rate A or AA employee.....

For the purposes hereof 'low voltage' means not higher than 40 volts alternating current, or 50 volts direct current.....

Rate per hour for work classified at Rate F in Table of Wage Rates

RATE G

Compound filling under supervision of a Rate A employee.....

Laying of cables in pre-prepared trenches

Spraying of paint and/or insulating medium and/or anti-corrosive coatings under supervision, other than blending....

Rate per hour for work classified at Rate G in Table of Wage Rates

Note.—in respect of electrical communications fitter's work, the provisions of this Agreement relating to overtime, shift work and work on public holidays shall not apply to work on totalisators."

13. ANNEXURE F

- (1) Under the heading "RATE F", substitute "107" for "93".
- (2) Under the heading "RATE G", substitute "95" for "83".

14. ANNEXURE G

Under the heading "RATE AA", substitute "R1,83" for "R1,63".

15. AANHANGSEL H

Vervang die bestaande Loontabelle deur die volgende Loontabelle:

"LOONTABEL"

Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

Loonindeling	Loon per uur
	R
Loon A.....	3,14
Loon AA.....	2,47
Na ses maande ononderbroke diens by dieselfde werk-gewer.....	2,53
Na 12 maande ononderbroke diens by dieselfde werk-gewer.....	2,63
Loon B.....	2,20
Loon C.....	2,13
Loon D.....	2,07
Loon DD.....	1,60
Loon DDD.....	1,35
Loon E.....	1,24
Loon F.....	1,08
Loon G.....	0,97
Loon H.....	0,92"

Vir en namens die partye op hede die 5de dag van Junie 1980 te Kaapstad onderteken.

M. GEORGE, Voorsitter.

A. P. BUTLER, Ondervoorsitter.

W. B. PENGELLY, Sekretaris.

No. R. 1557

25 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIJSE AANNEMINGS-EN-BEDIENINGSNYWERHEID, KAAP.—WYSIGING VAN GESONDHEIDSFONDSOOREENKOMS

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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings-en-bediensnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1984 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1984 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms.

S. P. BOTHA, Minister van Mannekragbenutting.

15. ANNEXURE H

Substitute the following Table of Wage Rates for the existing Table of Wage Rates:

"TABLE OF WAGE RATES"

Wage rates applicable throughout this Agreement (n.e.s.):

Rate classification	Rate per hour
	R
Rate A.....	3,14
Rate AA.....	2,47
After six months' continuous service with the same employer.....	2,53
After 12 months' continuous service with the same employer.....	2,63
Rate B.....	2,20
Rate C.....	2,13
Rate D.....	2,07
Rate DD.....	1,60
Rate DDD.....	1,35
Rate E.....	1,24
Rate F.....	1,08
Rate G.....	0,97
Rate H.....	0,92"

Signed at Cape Town for and on behalf of the parties this 5th day of June 1980.

M. GEORGE, Chairman.

A. P. BUTLER, Vice-Chairman.

W. R. PENGELLY, Secretary.

No. R. 1557

25 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—AMENDMENT OF HEALTH FUND AGREEMENT

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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1984 upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1984 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 the Amending Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

BYLAE

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

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

Electrical Contractors' Association (South Africa)
Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
(hierna die "werkgewers" of die "werkgewersorganisasies" 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 Aannemings-en-bediensnywerheid (Kaap),

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 865 van 25 Mei 1973, soos gewysig en verleng deur Goewermentskennisgewings R. 1851 en R. 1852 van 8 Oktober 1976 en R. 2019 van 14 September 1979 te wysig.

1. TOEPASSINGSBESTEK

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

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

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

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms, behoudens subklousule (3), van toepassing op slegs dié werknemers wat werksaam is in die klasse werk onder lone A tot D ingedeel of wat in diens is as elektrisiëns of vakmanne ooreenkomstig die Ooreenkomste gepubliseer by Goewermentskennisgewings R. 2398 van 10 Desember 1976 en R. 2466 van 21 Desember 1973, soos van tyd tot tyd gewysig.

(3) Hierdie Ooreenkoms is van toepassing op vakleerlinge, ongeag hul verdienste, slegs vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of enige kontrak wat daarkragtens geregistreer is of wat geag word daarkragtens geregistreer te wees of enige voorwaarde wat daarkragtens vasgestel is of wat geag word daarkragtens vasgestel te wees.

2. KLOUSULE 5.—LIDMAATSKAP

In subklousule (3), vervang die syfer "R3,00" deur die syfer "R4,00".

3. KLOUSULE 7.—BYDRAES

In subklousule (1), vervang die syfer "R1,50" oral waar dit voorkom deur die syfer "R2,00".

Namens die partye op hede die 12de dag van Junie 1980 te Kaapstad onderteken.

M. GEORGE, Voorsitter.

A. P. BUTLER, Vise-voorsitter.

W. R. PENGELLY, Sekretaris.

SCHEDULE

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

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

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

and the

Radio, Appliance and Television Association of South Africa
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa
and the

South African Electrical Workers' Association

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

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

to amend the Agreement published under Government Notice R. 865 of 25 May 1973, as amended and extended by Government Notices R. 1851 and R. 1852 of 8 October 1976 and R. 2019 of 14 September 1979.

1. SCOPE OF APPLICATION

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

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

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

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall, subject to the provisions of subclause (3), only apply to employees who are employed in the classes of work classified under rates A to D or who are employed as electricians or journeymen in terms of the Agreements published under Government Notices R. 2398 of 10 December 1976 and R. 2466 of 21 December 1973, as amended from time to time.

(3) The terms of this Agreement shall apply to apprentices, irrespective of earnings, only in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or deemed to be registered or any condition fixed or deemed to be fixed thereunder.

2. CLAUSE 5.—MEMBERSHIP

In subclause (3), substitute the figure "R4,00" for the figure "R3,00".

3. CLAUSE 7.—CONTRIBUTIONS

In subclause (1), substitute the figure "R2,00" for the figure "R1,50" wherever it appears.

Signed at Cape Town on behalf of the parties this 12th day of June 1980.

M. GEORGE, Chairman.

A. P. BUTLER, Vice-Chairman.

W. R. PENGELLY, Secretary.

No. R. 1558 25 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIJSE AANNEMINGS-EN-BEDIENINGSNYWERHEID, KAAP. — VERLENGING VAN GROEPSLEWE- EN VOORSORGFONDS-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 1700 van 5 September 1975, R. 30 van 14 Januarie 1977, R. 2327 van 11 November 1977, R. 1474 van 14 Julie 1978 en R. 1513 van 6 Julie 1979, met 'n verdere tydperk van 12 maande wat op 14 September 1981 eindig.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1559 25 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIJSE AANNEMINGS-EN-BEDIENINGSNYWERHEID (KAAP).—WYSIGING VAN GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS

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 (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings-en-bediensnywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 14 September 1981 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 14 September 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Wysigingsooreenkoms.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIJSE AANNEMINGS-EN-BEDIENINGSNYWERHEID (KAAP)

OOREENKOMS

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

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South
Africa

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

Amalgamated Engineering Union of South Africa
en die

South African Electrical Workers' Association

No. R. 1558 25 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—EXTENSION OF GROUP LIFE AND PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices R. 1700 of 5 September 1975, R. 30 of 14 January 1977, R. 2327 of 11 November 1977, R. 1474 of 14 July 1978 and R. 1513 of 6 July 1979, by a further period of 12 months ending 14 September 1981.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 1559 25 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).—AMENDMENT OF GROUP LIFE AND PROVIDENT FUND AGREEMENT

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 (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 14 September 1981, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (a), shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 14 September 1981, 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 the Amending Agreement.

S. P. BOTHA, Minister of Manpower Utilisation.

SCHEDULE

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

AGREEMENT

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

Electrical Engineering and Allied Industries Association
and the

Radio, Appliance and Television Association of South Africa
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa
and the

South African Electrical Workers' Association

(hierna die "werknemers" of die "vakverenigings" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap), om die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1700 van 5 September 1975, soos gewysig by Goewermenskennisgewings R. 30 van 14 Januarie 1977, R. 2327 van 11 November 1977, R. 1474 van 14 Julie 1978, en R. 1513 van 6 Julie 1979, te wysig.

1. TOEPASSINGSBESTEK

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

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

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

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

2. KLOUSULE 3.—WOORDOMSKRYWING

In die omskrywing van "werknemer" vervang die syfer "118c" deur die syfer "135c".

3. KLOUSULE 4.—LIDMAATSKAP

In die tweede paragraaf, vervang die syfers "118c", "R53,10" en "R230,10" deur onderskeidelik die syfers "135c", "R60,75" en "R263,25".

4. KLOUSULE 5.—BYDRAES

Vervang die bestaande subklousule (2) deur die volgende:

"(2) Die werkgewer moet elke week van die verdienste van elkeen van sy werknemers 'n bedrag gelyk aan 6 persent van die pensioengewende besoldiging van sodanige werknemers aftrek."

Vir en namens die partye op hede die 5de dag van Junie 1980 te Kaapstad onderteken.

M. GEORGE, Voorsitter.

A. P. BUTLER, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

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

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

to amend the Agreement published under Government Notice R. 1700 of 5 September 1975, as amended by Government Notices R. 30 of 14 January 1977, R. 2327 of 11 November 1977, R. 1474 of 14 July 1978 and R. 1513 of 6 July 1979,

1. SCOPE OF APPLICATION

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

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

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

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

2. CLAUSE 3.—DEFINITIONS

In the definition of "employee" substitute the figure "135c" for the figure "118c".

3. CLAUSE 4.—MEMBERSHIP

In the second paragraph, for the figures "118c", "R53,10" and "R230,10" substitute the figures "135c", "R60,75" and "R263,25" respectively.

4. CLAUSE 5.—CONTRIBUTIONS

Substitute the following for the existing subclause (2):

"(2) The employer shall each week deduct from the earnings of each of his employees an amount equal to 6 per cent of the pensionable remuneration of such employees."

Signed at Cape Town, for and on behalf of the parties this 5th day of June 1980.

M. GEORGE, Chairman.

A. P. BUTLER, Vice-Chairman.

W. R. PENGELLY, Secretary.

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