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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1152.]

[11 June 1954.

INDUSTRIAL CONCILIATION ACT, 1937.

ELECTRICAL CONTRACTING INDUSTRY,
TRANSVAAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

(a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 3rd May, 1955, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 2 and 5 shall be binding from the second Monday after the date of publication of this notice and for the period ending on the 3rd May, 1955, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Johannesburg, Brakpan, Boksburg, Germiston, Springs, Benoni, Roodepoort and Randfontein and those areas within radii of 20, 20, 30 and 10 miles from the General Post Offices at Pretoria, Vereeniging, Krugersdorp and Klerksdorp, respectively, which fall within the Magisterial Districts of Pretoria, Vereeniging, Krugersdorp and Klerksdorp respectively; and

(c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Johannesburg, Brakpan, Boksburg, Germiston, Springs, Benoni, Roodepoort and Randfontein and those areas within radii of 20, 20, 30 and 10 miles from the General Post Offices at Pretoria, Vereeniging, Krugersdorp and Klerksdorp, respectively, which fall within the Magisterial Districts of Pretoria, Vereeniging, Krugersdorp and Klerksdorp, respectively, and from the second Monday after the date of publication of this notice and for the period ending on the 3rd May, 1955, the provisions contained in the said Agreement,

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1152.]

[11 Junie 1954.

NYWERHEID-VERSOENINGSWET, 1937.

ELEKTROTEGNIËSE AANNEMINGSNYWERHEID,
TRANSVAAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

(a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hieronder verskyn en wat op die Elektrotegniese Aannemingsnywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 3 Mei 1955 eindig, bindend is vir die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 2 en 5, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 3 Mei 1955 eindig, bindend is vir die ander werkgewers en werknemers wat betrokke is by of in diens is in genoemde nywerheid in die magistraatsdistrikte Johannesburg, Brakpan, Boksburg, Germiston, Springs, Benoni, Roodepoort en Randfontein en in die gebiede binne 'n omtrek van onderskeidelik 20, 20, 30 en 10 myl van die Hoofposkantore in Pretoria, Vereeniging, Krugersdorp en Klerksdorp, wat onderskeidelik binne die magistraatsdistrikte Pretoria, Vereeniging, Krugersdorp en Klerksdorp val; en

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in genoemde Ooreenkoms, uitgesonderd klousules 2, 4 en 5, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 3 Mei 1955 eindig, in die magistraatsdistrikte Johannesburg, Brakpan, Boksburg, Germiston, Springs, Benoni, Roodepoort en Randfontein en in die gebiede binne 'n omtrek van onderskeidelik 20, 20, 30 en 10 myl van die Hoofposkantore in Pretoria, Vereeniging, Krugersdorp en Klerksdorp, wat onderskeidelik binne die magistraatsdistrikte Pretoria, Vereeniging, Krugers-

excluding clauses 2, 4 and 5, shall *mutatis mutandis* apply in respect of such persons in the said industry as are not included in the definition of the expression "employee" contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING INDUSTRY (TRANSVAAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between

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

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

being the parties to the Industrial Council for The Electrical Contracting Industry (Transvaal).

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

1. All the terms of this Agreement shall be observed in the Magisterial Districts of Roodepoort and Randfontein, and the terms of clauses 6, 7 and 8 shall be observed in the Transvaal Area as defined in clause 3 of the Agreement published under Government Notice No. 855 of the 24th April, 1953 (hereinafter referred to as the Main Agreement, by employers and employees in the Electrical Contracting Industry.

2. Notwithstanding the provisions of sub-clause 1—

- the terms of this Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any condition fixed thereunder;
- the terms of this Agreement shall apply to trainees under the Training of Artisans Act, 1951 (Act No. 38 of 1951), only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder;
- the terms of this Agreement shall not apply to—
 - drivers of mechanical vehicles;
 - clerical employees and administrative staffs;
- clauses 8, 9, 13, 14, 15 and 18 referred to in clauses 3 and 5 hereunder, shall not apply to unskilled labourers.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1937, and shall remain in operation until the 3rd of May, 1955, or for such period as may be determined by the Minister.

3. GENERAL PROVISIONS.

Provisions of clauses 3 to 17 (inclusive), 21 to 23 (inclusive), 25 and 26 of the Main Agreement as amended by clauses 7 and 8 of this Agreement, shall apply to employers and employees.

4. SPECIAL PROVISIONS.

The provisions of clauses 20 (1), 20 (2) and 24 of the Main Agreement shall apply to employers and employees.

5. FURTHER SPECIAL PROVISIONS.

The provisions contained in clauses 18, 19 and 20 (3) of the Main Agreement shall apply to employers and employees.

6. DIFFERENTIAL RATES.

An employer who requires or permits an employee to perform on any day, either in addition to his own work or in substitution therefor, work of another type for which a higher wage than that of his own type is prescribed in clause 4 (1) of the Main Agreement, shall pay to such employee in respect of the whole of that day the higher wage prescribed in clause 4 (1) of the Main Agreement.

7. ANNUAL LEAVE.

Delete clause 12 in the Main Agreement and substitute therefor:—

"12. ANNUAL LEAVE.

- Employees for whom wages are prescribed in clause 4 (1) (b):—
 - Each employee shall be entitled to and shall take three consecutive weeks (15 consecutive working days) leave after each completed cycle of 49 weeks of employment, exclusive of overtime, whether worked for one or more employers.

dorp en Klerksdorp val, *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel een van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID (TRANSVAAL).

OOREENKOMS.

ingevoelge die bepalings van die Nywerheid-versoenningswet, 1937, aangegaan en gesluit deur die

„Electrical Contractors Association (South Africa)”

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

„South African Electrical Workers' Association”

(hierna „die werknemers” of „die vakvereniging” genoem) aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid (Transvaal).

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Al die bepalings van hierdie Ooreenkoms moet in die magistraatsdistrikte Roodepoort en Randfontein nagekom word, en die bepalings van klousules 6, 7 en 8 moet in die gebied Transvaal, soos omskryf in klousule 3 van die Ooreenkoms afgekondig by Goewermentskennisgewing No. 855 van 24 April 1953 (hierna die Hofooreenkoms genoem), deur werkgewers en werknemers in die Elektrotegniese Aannemingsnywerheid nagekom word.

(2) Ondanks die bepalings van subklousule 1—

- is die bepalings van hierdie Ooreenkoms op vakleerlinge van toepassing slegs vir sover hulle nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak aangegaan of 'n voorwaarde wat ingevolge daarvan gestel is, strydig is nie;
- is die bepalings van hierdie Ooreenkoms van toepassing op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951 (Wet No. 38 van 1951), slegs vir sover hulle nie met die bepalings van genoemde Wet of enige voorwaardes wat ingevolge daarvan gestel is, strydig is nie;
- is die bepalings van hierdie Ooreenkoms nie van toepassing op—
 - die bestuurders van meganiese voertuie;
 - klerklike werknemers en administratiewe personele nie;
- is klousules 8, 9, 13, 14, 15 en 18 waarvan melding in klousules 3 en 5 hieronder gemaak word, nie op opgeskoolde arbeiders van toepassing nie.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat kragtens artikel agt-en-veertig van die Nywerheid-versoenningswet, 1937, deur die Minister van Arbeid vasgestel sal word en bly van krag tot 3 Mei 1955 of vir dié tydperk wat die Minister bepaal.

3. ALGEMENE BEPALINGS.

Die bepalings van klousule 3 tot en met klousule 17, van klousule 21 tot en met klousule 23, en klousules 25 en 26 van die Hofooreenkoms, soos gewysig by klousules 7 en 8 van hierdie Ooreenkoms, is op werkgewers en werknemers van toepassing.

4. SPESIALE BEPALINGS.

Die bepalings van klousules 20 (1), 20 (2) en 24 van die Hofooreenkoms is op werkgewers en werknemers van toepassing.

5. VERDERE SPESIALE BEPALINGS.

Die bepalings vervat in klousules 18, 19 en 20 (3) van die Hofooreenkoms is op werkgewers en werknemers van toepassing.

6. DIFFERENSIALE LONE.

'n Werknemer wat vereis of toelaat dat 'n werknemer op enige dag, of benewens sy eie werk of in plaas daarvan, werk van 'n ander soort verrig waarvoor 'n hoër loon as dié van sy eie soort in klousule 4 (1) van die Hofooreenkoms voorgeskryf word, moet sodanige werkgewer ten opsigte van daardie hele dag die hoër loon wat in klousule 4 (1) van die Hofooreenkoms voorgeskryf word, betaal.

7. JAARLIKSE VERLOF.

Skrap klousule 12 van die Hofooreenkoms en vervang dit deur:—

„12. JAARLIKSE VERLOF.

- Werknemers vir wie lone in klousule 4 (1) (b) voorgeskryf word:—

(a) Elke werknemer is op drie aaneenlopende weke verlof (15 agtereenvolgende werkdade) geregtig, en moet sodanige verlof neem, na elke voltooidde kringloop van 49 weke diens, met uitsluiting van oortyd, ongeag of hy vir een of meer werkgewers gewerk het of nie.

- (b) The leave prescribed in this clause shall become due immediately after the conclusion of the 49th week of employment.
- (c) Each employee shall be entitled to and shall take his leave so as to commence within a period of three months from due date, unless exemption is granted by the Council.
- (d) The leave shall be granted by the employer so as to commence within a period of three months of the due date.
- (e) The leave prescribed in this sub-clause shall include four week-ends and shall be for one unbroken period.
- (f) Where a public holiday as defined in clause 3 falls within the period of annual leave granted to employees in terms of the preceding paragraphs, such employee shall be compensated in the discretion of the employer by—
 - (i) either a corresponding extension in the annual leave period as prescribed; or
 - (ii) by payment at the ordinary rate of remuneration in respect of such day or days which shall be in addition to the payment in terms of clause 13.
- (g) No employee shall engage in employment, whether for remuneration or not, during the period of his holiday.

(2) *Unskilled Labourer.*—(a) An unskilled labourer shall be entitled to three consecutive weeks (15 consecutive working days) leave, payable at his ordinary rate of wages and allowances, after each completed cycle of 49 weeks of employment exclusive of overtime.

(b) The leave prescribed in this sub-clause shall become due immediately after the conclusion of the 49th week of employment.

(c) Each unskilled labourer shall be entitled to and shall take his annual leave so as to commence within a period of three months from due date, unless exemption is granted by the Council.

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

(e) The leave prescribed in this sub-clause shall include four week-ends and shall be for one unbroken period.

(f) Where the employment of an unskilled labourer is terminated before the completion of 49 weeks of employment with an employer, such employer shall pay to him a pro rata amount in accordance with the following formula:—

$$\frac{\text{Number of weeks of employment in the present cycle}}{49} \times 15 \times \text{normal daily remuneration.}$$

(g) Where the employment of an unskilled labourer is terminated after the completion of 49 weeks of employment, but before the annual leave has been granted to him, his employer shall pay him—

- (i) the amount due in terms of sub-clause (2) (a) in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and
- (ii) an amount calculated in accordance with the formula in sub-clause (2) (f) in respect of the period of employment completed after the date on which he became entitled to leave in terms of sub-clause (2) (a).

(3) Save as is otherwise provide herein, employment for the purpose of this section shall be deemed to commence from the date on which an employee enters the employer's service or the date on which he last became entitled to holiday leave, whichever is the later.

8. EXPENSES OF THE COUNCIL.

Delete the existing clause 16 (1) of the Main Agreement and substitute therefor:—

(1) For the purpose of meeting the expenses of the Council each employer shall deduct an amount of 1s. in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 12, from the earnings of each of his employees for whom wages are prescribed in clause 4. (1) (b) of this Agreement, and in the same way an amount of 2d. in respect of each week from the earnings of each of his unskilled labourers, and to the amounts so deducted the employer shall contribute an equal amount, and the said amounts shall be paid by the employer to the Council in accordance with the procedure in sub-clause (2) hereof.

Signed at Johannesburg as authorised for and on behalf of the Parties to the Council, on this 29th day of March, 1954.

B. R. TUDHOPE, *Chairman.*
J. M. FRASER, *Vice-Chairman.*
C. P. VENTER, *Secretary.*

- (b) Die verlof wat in hierdie klousule voorgeskryf word, word onmiddellik na voltooiing van die 49ste week van diens verskuldig.
- (c) Elke werknemer is op sy verlof geregtig, en moet sodanige verlof so neem dat dit binne 'n tydperk van drie maande vanaf die datum waarop dit verskuldig word, begin, tensy vrystelling deur die Raad verleen word.
- (d) Die verlof moet deur die werkgever toegestaan word sodat dit binne 'n tydperk van drie maande vanaf die datum waarop dit verskuldig word, begin.
- (e) Die verlof wat in hierdie subklousule voorgeskryf word, moet vier naweke insluit en moet een ononderbroke tydperk uitmaak.
- (f) Waar 'n openbare vakansiedag, soos in klousule 3 omskryf, binne die jaarlikse verloftydperk wat ingevolge die voorafgaande paragrawe aan werknemers toegestaan word, val, moet sodanige werknemer na die goeëdunde van die werkgever vergoed word deur—
 - (i) of 'n ooreenstemmende verlenging van die jaarlikse verloftydperk, soos voorgeskryf;
 - (ii) of betaling, teen die gewone loonskaal, ten opsigte van dié dag of dae, en sodanige betaling moet benewens die betaling wat in klousule 13 voorgeskryf word, geskied.
- (g) Geen werknemer moet, hetsy vir 'n loon of nie, gedurende die tydperk van sy vakansie werk onderneem nie.

(2) *Ongeskoolde arbeider.*—(a) 'n Ongeskoolde arbeider is na elke voltooide kringloop van 49 weke diens, met uitsluiting van oortyd, geregtig op drie aaneenlopende weke (15 agtereenvolgende werkdade) verlof wat teen sy gewone loon- en toelaeskaal betaalbaar is.

(b) Die verlof wat in hierdie subklousule voorgeskryf word, word onmiddellik na voltooiing van die 49ste week van diens verskuldig.

(c) Elke ongeskoolde arbeider is op sy jaarlikse verlof geregtig, en moet dit so neem dat dit binne 'n tydperk van drie maande vanaf die datum waarop dit verskuldig word, begin, tensy vrystelling deur die Raad verleen word.

(d) Die verlof moet deur die werkgever toegestaan word sodat dit binne 'n tydperk van drie maande vanaf die datum waarop die verskuldig word, begin.

(e) Die verlof wat in hierdie subklousule voorgeskryf word, moet vier naweke insluit en een ononderbroke tydperk uitmaak.

(f) Waar 'n ongeskoolde arbeider se diens voor voltooiing van 49 weke diens by 'n werkgever beëindig word, moet sodanige werkgever hom 'n *pro rata* bedrag volgens onderstaande formule betaal:—

$$\frac{\text{Getal weke diens in die huidige kringloop}}{49} \times 15 \times \text{gewone dagloon.}$$

(g) Waar die diens van 'n ongeskoolde arbeider na voltooiing van 49 weke diens beëindig word maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgever hom soos volg betaal:—

- (i) Die bedrag verskuldig ingevolge subklousule (2) (a) ten opsigte van die tydperk van verlof wat opgehoop het maar wat voor die datum van beëindiging van sy diens nog nie toegestaan is nie; en
- (ii) 'n bedrag bereken volgens die formule in subklousule (2) (f) ten opsigte van die dienstydperk wat voltooi is na die datum waarop hy ingevolge subklousule (2) (a) geregtig geword het.

(3) Behoudens andersluidende bepalings hierin vervat, word daar vir die toepassing van hierdie paragraaf geag dat diens 'n aanvang neem vanaf die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op vakansieverlof geregtig geword het, na gelang van watter datum die jongste is.

8. UITGAWES VAN DIE RAAD.

Skrap die bestaande klousule 16 (1) van die Hoofdooreenkoms en vervang dit deur:—

(1) Om die Raad se uitgawes te bestry, moet elke werknemer 'n bedrag van 1s. ten opsigte van elke week of gedeelte van 'n week se diens, met inbegrip van die tydperk wat 'n werknemer ingevolge klousule 12 met verlof is, van die besoldiging van elk van sy werknemers vir wie lone in klousule 4 (1) (b) van hierdie Ooreenkoms voorgeskryf word, aftrek, en insgelyks 'n bedrag van 2d. ten opsigte van elke week van die besoldiging van elk van sy ongeskoolde arbeiders aftrek, en tot die bedrae wat aldus afgetrek is, moet die werkgever 'n gelykstaande bedrag bydra, en genoemde bedrag moet volgens die prosedure wat in subklousule (2) hiervan voorgeskryf word, deur die werkgever aan die Raad betaal word.

Geteken te Johannesburg, gemagtig namens en ten behoeve van die partye by die Raad, op hede die 29ste dag van Maart 1954.

B. R. TUDHOPE, *Voorsitter.*
J. M. FRASER, *Vise-voorsitter.*
C. P. VENTER, *Sekretaris.*

★ No. 1153.]

[11 June 1954.]

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

**ELECTRICAL CONTRACTING INDUSTRY,
TRANSVAAL.**

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Contracting Industry, published under Government Notice No. 1152 of the 11th June, 1954, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

★ No. 1153.]

[11 Junie 1954.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

**ELEKTROTEGNIJSE AANNEMINGSNYWERHEID,
TRANSVAAL.**

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemingsnywerheid, bekendgemaak by Goewermentskennisgewing No. 1152 van 11 Junie 1954, nie vir die persone wie se werke daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.



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