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[No. 93.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 823.]

[6 October 1961.

INDUSTRIAL CONCILIATION ACT, 1956, AS
AMENDED.

ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY (CAPE).

MAIN AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, do hereby declare—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry (Cape), shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, that the provisions contained in the Agreement [excluding clauses 1 (a), 2, 21 and 26 of Part I] shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown; and
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, that in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in the Agreement [excluding clauses 1 (a), 2, 9 (3) (g), 21 and 26 of Part I] shall *mutatis mutandis* be binding upon all Natives 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 Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 823.]

[6 Oktober 1961.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS
GEWYSIG.

ELEKTROTEGNIËSE AANNEMINGS- EN
BEDIENINGSNYWERHEID (KAAP).

HOOFOOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van die Ooreenkoms [uitgesonderd klousules 1 (a), 2, 21 en 26 van Deel I] vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van die Ooreenkoms [uitgesonderd klousules 1 (a), 2, 9 (3) (g), 21 en 26 van Deel I] vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

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

AGREEMENT

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

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

Radio, Refrigeration and Electrical Appliance Association of
South Africa

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

Amalgamated Engineering Union
and

South African Electrical Workers' Association

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

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

PART I.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall—

- be observed in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown by all employers and employees in the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisations and the trade unions, respectively;
- apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944 (as amended), or any conditions fixed thereunder;
- apply to "trainees" in terms of the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with any provisions of that Act or any conditions prescribed in terms thereof.

2. PERIOD OF APPLICATION.

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

3. DEFINITIONS.

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

- "Act" means the Industrial Conciliation Act, 1956, as amended;
- "apprentice" means an employee serving under a contract of apprenticeship registered under the Apprenticeship Act, 1944, as amended, and includes a minor employed on probation in terms of the said Act, or serving under a written contract of apprenticeship recognised by the Council;
- "Council" means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape);
- "day shift", except as provided in Parts II and III of this Agreement means subject to the definition herein covering "two shift system" and "three shift system", any period of not more than 8½ hours ordinarily worked by an employee between the hours of 6 a.m. and 6 p.m. on Mondays to Fridays, inclusive of any period not exceeding 5 hours worked between the hours of 6 a.m. and 12 noon on Saturdays; provided that when an employer does not require his employee to work on more than five days in any week, it means any such period of not more than 9½ hours between 6 a.m. and 6 p.m. on Mondays to Fridays, inclusive;
- "domestic appliance" means any appliance designed to be used mainly for domestic household purposes and operating by or using electricity;
- "domestic appliance mechanic" or "radiotrician" or "refrigerator mechanic" means an employee engaged on one or more of the following classes of work:—

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

BYLAE.

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

OOREENKOMS

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

Electrical Contractors' Association (South Africa),
die

Electrical Engineering and Allied Industries Association
en die

Radio, Refrigeration and Electrical Appliance Association of
South Africa

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

Amalgamated Engineering Union,
en die

South African Electrical Workers' Association

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

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

DEEL I.

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet—

- in die landdrostdistrikte die Kaap, Wynberg, Bellville en Simonstad nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) wat onderskeidelik lede is van die werkgewersorganisasie en die vakverenigings;
- van toepassing wees op vakleerlinge slegs vir sover dit nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met diensvoorwaardes wat daarkragtens vasgestel is nie;
- van toepassing wees op „kwekelinge" ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs in die mate wat dit nie strydig is met enige bepaling van daardie Wet of enige voorwaarde daarkragtens voorgeskryf nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukking wat in hierdie Ooreenkoms gebesig word en in die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal is, het dieselfde betekenis as in daardie Wet en elke verwysing na 'n wet, omvat elke wysiging van daardie wet; voorts, tensy dit strydig is met die samehang, beteken—

- „Wet" die Wet op Nywerheidsversoening, 1956;
- „vakleerling" 'n werknemer in diens onder 'n leerlingkontrak wat geregistreer is kragtens die Wet op Vakleerlinge, 1944, soos gewysig, en sluit 'n minderjarige in wat op proef in diens is ingevolge genoemde Wet, of wat ingevolge 'n skriftelike leerlingkontrak dien wat deur die Raad erken word;
- „Raad" die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap);
- „dagskof" behalwe soos in Dele II en III van die Ooreenkoms bepaal, behoudens die woordskrywing hierin wat die „tweeskofstelsel" en „drieskofstelsel" dek, enige tydperk van hoogstens agt en 'n half uur gewoonlik deur 'n werknemer gewerk tussen die ure 6 vm. en 6 nm. van Maandag tot en met Vrydag of enige tydperk van hoogstens vyf uur gewerk tussen die ure 6 vm. en 12-uur middag op Saterdag; met dien verstande dat as 'n werknemer nie van sy werknemer vereis om op meer as vyf dae gedurende enige week te werk nie, dit enige sodanige tydperk van hoogstens nege en 'n kwart uur tussen 6 vm. en 6 nm. van Maandag tot en met Vrydag beteken;
- „huishoudelike toestel" enige toestel wat bestem is om hoofsaaklik vir huishoudelike doeleindes gebruik te word deur van elektrisiteit gebruik te maak;
- „werktuigkundige vir huishoudelike toestelle, „radiotricien" of „verkoelerwerktuigkundige" 'n werknemer wat een of meer van die volgende klasse werk verrig:—

Vasstelling van foute in, of aanwysings gee vir, of uitvoering van herstellings of verstellings van, of diens aan, die inmeekaarsit, opbou en/of installering, of toesig hou op die opbou en/of die installeer van stowe, verkoelers, wasmasjiene, stroomkragmasjiene en alle ander groter elektriese toestelle, radio- en/of draadloos-toestelle, en elektriese klankweergawetoestelle, finale toets uitvoer, of toesig hou oor daardie werksaamhede, maar nie 'n werknemer wat radio-uitrusting, verkoelers, stowe of ander huishoudelike toestelle aan bestaande kontakpunte aansluit nie;

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

- (a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings, or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

- (i) electrical cables and overhead lines;
- (ii) generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

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

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ii) the wiring or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
- (iii) the manufacture, repair and servicing of motor vehicle batteries;
- (iv) the manufacture, repair and servicing of typewriter and office appliances;
- (v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

"electrician" means an employee who performs any of the following operations and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Council, or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such operations:—

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

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

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

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

- (a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel uitmaak van geboue, met inbegrip van bedrading, kabellawerk en kabellegging, die konstruksie van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;
- (b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat deel uitmaak van die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk en kabellegging, die konstruksie van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat hoort by die oprigting, veranderings aan, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellawerk en kabellegging, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;
- (d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellawerk en kabellegging, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;

en vir die toepassing van hierdie woordskrywing omvat „elektriese uitrusting” onderstaande:—

- (i) elektriese kables en boggrondse lyne;
- (ii) generators, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan, uitrusting vir elektriese verligting, verwarming, kook, bevrising en verkoeling, primêre en sekondêre selle en batterye, transformators, oond-uitrusting, radiotoestelle en verwante elektriese toestelle, seinuitrusting en ander uitrusting wat gebruik maak van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting;

en verder vir die toepassing van hierdie woordskrywing omvat „ontwerp, bereiding, oprigting, installering, herstel en onderhoud” nie die volgende nie:—

- (i) die vervaardiging en/of inmeekaarsit van bogenoemde uitrusting of onderdele daarvan;
- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins; en
- (iii) die vervaardiging, herstel en bediening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en bediening van tik- en kantoortoestelle;
- (v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en roltrappe;

„elektrisiën” ’n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ingevolge ’n vakleerlingkontrak wat deur die Raad erken word, of iemand oor die leeftyd van 21 jaar wat in besit is van ’n sertifikaat wat deur die Raad erken of uitgereik is en hom in staat stel om vir enigeen van sodanige werksaamhede in diens geneem te word:—

- Ankerwikkeling;
- kabellawerk;
- vervaardiging en/of inmeekaarsit en/of herstel van elektriese toestelle;
- elektriese installering;
- vervaardiging en herstel van elektriese instrumente;
- aanleg van elektriese boggrondse lyne;
- elektriese bedrading;
- aanleg en/of onderhoud en/of bediening en/of vervaardiging van elektromediese apparate en X-straluitrusting, en
- aanleg en/of onderhoud van telekommunikasie- en/of sein- en/of totalisatoruitrusting;

„elektriese installering” die installering en/of oprigting van enigeen van die artikels wat in die woordskrywing van „elektrisiën” in hierdie artikel opgenoem word;

„werknemer” ’n persoon wat vir enigeen van die klasse werk wat in hierdie Ooreenkoms en/of die aanhangsels daarvan voorgeskryf word, in diens is;

- "employer" means any person whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business;
- "establishment" means any place where the industry or any part thereof, as herein defined, is carried on;
- "incentive bonus" means work paid for at the rate based on quantity or output of work done in accordance with the provisions of section 10 hereof;
- "jig or fixture" means a device which definitely locates the work with respect to a tool and/or tool to the work and/or relative position of parts while being joined together, so as to produce articles that are interchangeable within certain tolerances;
- "journeyman's work" means work for which wages are prescribed under Rate 1 in this Agreement;
- "journeyman" means an employee employed on "journeyman's work" and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Industrial Council, or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such work;
- "juvenile" means an employee between the age of 16 and 19 years employed on any of the classes of work scheduled in the Annexures to this Agreement in respect of which wages are prescribed, and in respect of whose employment a certificate has been issued by the Council in terms of sub-section (2) (b) of section 16 of Part I of this Agreement;
- "maintenance and/or repair and/or servicing" means work done in order to maintain electrical plant and/or equipment;
- "military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957 (Act No. 44 of 1957), but does not include any training he may elect to undergo in terms of section twenty-three of the said Act, nor any other training or service for which he volunteers or which he elects to undergo;
- "N.E.S." means not elsewhere specified;
- "night shift" means—subject to the definitions herein covering "two-shift system" and "three-shift system"—any period of not more than 9½ hours ordinarily worked by an employee between the hours of 6 p.m. and 6 a.m. from starting time on Monday until starting time on Saturday;
- "pupil engineer and/or approved student" means a person who is in possession of educational qualifications recognised by the Council and obtained through an educational institution likewise recognised by the Council or an Engineering Graduate of a South African University or University College, but shall not include a person undergoing prescribed vocational training in the course of his studies;
- "templet" means a device for indicating the position of holes and/or attachments on the work and/or form and/or contour of the work;
- "trainee" means a person undergoing training in terms of the Training of Artisans Act, 1951;
- "two-shift and/or three-shift system" means the method of operation in establishments working two or three shifts in any period of 24 hours for not less than three months in a single period;
- "urgent work" means any work which must essentially be performed in the Industry in order to ensure the convenience, health and safety of the public, or the carrying on of any other industry, business or undertaking including the services necessary to restore breakdowns in established electrical services.

4. WAGES AND/OR EARNINGS.

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

No person, other than a journeyman or an apprentice or a trainee may be employed on work classified as Rate 1 without the prior approval of the Council.

(i) General wage provisions applicable throughout all divisions of the Industry, unless elsewhere specified.

Rate 1 (n.e.s.)—

	Rate per Hour.
(i) Domestic appliance mechanic's work.....	50-26 cents.
(ii) Electrician's work.....	
(iii) Radiotrician's work.....	
(iv) Refrigerator mechanic's work.....	
(v) Journeyman's work.....	

- "werkgever" enige persoon hoegenaamd wat 'n persoon in diens het of werk aan enige persoon verskaf en hom besoldig of uitdruklik of stilswyend onderneem om hom te besoldig en wat enige persoon hoegenaamd toelaat om hom op enige manier te help by die uitoefening of bestuur van sy bedryf;
- "inrigting" elke plek waar die Nywerheid of 'n onderdeel daarvan, soos hierin bepaal, uitgeoefen word;
- "aansporingsbonus" werk waarvoor betaal word teen 'n skaal wat berus op hoeveelheid of omvang van verrigte werk, kragtens die bepalings van artikel 10 hiervan;
- "setmaat" of "setklem" 'n toestel wat presies die plek vasstel vir werk ten opsigte van die gereedskap en/of die gereedskap ten opsigte van die werk, of onderlinge posisie van onderdele terwyl hulle saamgevoeg word, ten einde artikels te vervaardig wat verwisselbaar is binne sekere spelings;
- "vakmanswerk" werk waarvoor lone by Tarief 1 van die Ooreenkoms vasgestel word;
- "vakman" 'n werknemer in diens op "vakmanswerk" en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ingevolge 'n vakleerlingkontrak wat deur die Nywerheidsraad erken word, of iemand bo die leeftyd van 21 jaar wat in besit is van 'n sertifikaat erken of uitgereik deur die Raad wat hom in staat stel om op sodanige werk in diens geneem te word;
- "jeugdige" 'n werknemer tussen die leeftye van 16 en 19 jaar wat vir enigen van die klasse werk soos bepaal in die Aanhangsels van hierdie Ooreenkoms in diens is en waarvoor die lone vir jeugdige voorgeskryf is en ten opsigte van wie se diens 'n sertifikaat deur die Raad uitgereik is kragtens die bepalings van subartikel (2) (b) van artikel 16 van Deel I van die Ooreenkoms.
- "onderhoud en/of herstel en/of bediening" werk wat verrig word om elektriese installasies en/of uitrusting te onderhou;
- "militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge die bepalings van artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957 (Wet No. 44 van 1957), moet ondergaan, maar dit omvat nie opleiding wat hy ooreenkomstig die bepalings van artikel drie-en-twintig van genoemde Wet verkies om te ondergaan en ook nie opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie;
- "n.e.g." nie elders gespesifiseer nie;
- "nagskof"—behoudens die bepalings wat die "tweeskoftestelsel" en "drieskoftestelsel" dek—elke tydperk van hoogstens nege en 'n kwart uur wat gewoonlik deur 'n werknemer gewerk word tussen die ure 6 nm. en 6 vm. vanaf die begintyd op Maandag tot die begintyd op Saterdag;
- "leerling-ingenieur en/of erkende student" 'n persoon wat in besit is van die onderwyskwalifikasies wat deur die Raad erken word en wat verkry is aan 'n onderwysinrigting wat ook deur die Raad erken word, of 'n ingenieursgegradeerde aan 'n Suid-Afrikaanse universiteit of universiteitskollege, maar nie 'n persoon wat voorgeskrewe vakansieopleiding in die loop van sy studies ondergaan nie;
- "patroon" 'n toestel vir die aanwysing van die posisie van gate en/of hegstukke op die werkstuk en/of die vorm en/of omtrek van die werkstuk;
- "kwekeling" iemand wat opleiding ondergaan ingevolge die Wet op Opleiding van Ambagsmanne, 1951;
- "tweeskoftestelsel en/of drieskoftestelsel" die stelsel wat van toepassing is in inrigtings wat twee of drie skofte werk in 'n tydperk van 24 uur oor minstens drie maande in 'n enkele tydperk.
- "dringende werk" enige werk wat noodsaaklik verrig moet word in die Nywerheid ten einde die gerief, gesondheid en veiligheid van die publiek te verseker, of die bestuur van enige ander nywerheid, besigheid of onderneming, met inbegrip van die dienste wat nodig is om onderbrekings in gevestigde elektriese dienste te herstel.

4. LONE EN/OF VERDIENSTE.

(1) Geen werkgever mag aan werknemers (uitgesonderd vakleerlinge of kwekelinge) wat in diens is in enige van die klasse werk, in hierdie Ooreenkoms of in Aanhangsels B tot F hiervan uiteengesit, lone en/of verdienste, laer as vir sodanige klasse genoem, betaal nie: en geen werknemer mag lone en/of verdienste aanneem wat laer is as dié wat vir sodanige klasse genoem is nie.

Niemand, uitgesonderd 'n vakman, 'n vakleerling of 'n kwekeling mag, sonder voorafgaande toestemming van die Raad, in diens wees op werk wat as tarief 1 ingedeel is nie.

(i) Algemene loonbepalings wat dwarsdeur alle afdelings van die Nywerheid toegepas moet word, tensy elders gespesifiseer.

Tarief 1 (n.e.g.)—

	Loon per uur.
(i) Werktuigkundige vir huishoudelike toestelle se werk.....	50-26 sent.
(ii) Elektriesienswerk.....	
(iii) Radiotrisienswerk.....	
(iv) Verkoelerwerktuigkundige se werk.....	
(v) Vakmanswerk.....	

Rate 2.

Machinist's work (N.E.S. and when performed by an employee other than a Journeyman)—

Shaping, slotting, planing, milling (excluding universal millers), grinding (excluding universal grinders), and the operation of gear cutting and rotary machine tools (excluding centre lathes and/or boring mills)—

	Rate per Hour.
First year of learnership—	
First six months.....	20.44 cents.
Second six months.....	26.41 cents.
Second year of learnership.....	33.22 cents.
Third year of learnership.....	40.88 cents.
Thereafter (Rate 2).....	47.71 cents.

Provided that—

(a) Employees employed in terms hereof shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like. Learners shall be trained to set up their own work, grind and set their own tools and work to and with precision measuring instruments.

(b) No employer shall employ any person under these provisions at a rate of pay less than 47.71 cents per hour, except with the prior consent of the Council and under a Learnership Contract. Such contracts which shall be in the form prescribed by the Council from time to time and shall be registered with and at the head office of the Council, shall prescribe the group of machine tools in the use of which a learner shall be trained. Learners shall undergo such approved technical instruction as may be determined by the Council throughout the period of learnership, and it shall be a condition precedent in the approval of any contract that the learner shall be given facilities to undergo such approved technical instruction.

Rate 7.

	Rate per Hour.
Drilling with jigs and/or fixtures.....	34.93 cents.

Rate 9.

Attending automatic machines; operating die-casting machines; fly and/or treadle and/or manual pressing and/or notching where the work is operated upon with pre-set dies, other than setting dies; power pressing where the work is operated upon with pre-set dies, other than setting of dies; striking by hammer under direction of a blacksmith—

First six months of experience.....	11.76 cents.
Thereafter.....	12.78 cents.

Rate 10.

Application of anti-corrosive coatings; boiler stoking; coating and/or galvanising; coating with metal by hot dipping under supervision; despatch packer, other than labourer; fettling by hand and/or grinding and/or by portable power tools; metal buffing and/or polishing; oiling and/or greasing of machinery, where so employed in a full-time capacity; repetition screwing with die heads and/or taps by machine and/or hand; sand and/or shot blasting; spraying of enamel and/or paint; storeman's boy, other than labourer:—

First six months of experience.....	10.22 cents.
Thereafter.....	11.24 cents.

Rate 11.

Dipping in enamel and/or paint.....	10.22 cents.
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Rate 12.

(ii) Labourer's work.....	10.22 cents.
(iii) Minors employed in trades designated under the Apprenticeship Act, 1944, as amended, during the probationary period of employment.....	10.22 cents.

Rate per Week.

R c
5 35

(iv) Watchman's or police boy's work.....	5 35
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For the purpose of sub-section (1) (iv)—

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

Tarief 2.

Masjiniestewerk (n.e.g. en as dit deur 'n ander werknemer as 'n vakman verrig word)—

Fatsoeneer, gleuwe maak, skaaf, freeswerk (met uitsondering van „universal“-freesmasjiene), slypwerk (met uitsondering van „universal“-slypmasjiene), bediening van ratfreesmasjiene en rotasiesmasjiengereedskap (met uitsondering van senterdraaibanke en/of boormasjiene)—

	Loon per uur.
Eerste leerjaar—	
Eerste ses maande.....	20.44 sent.
Tweede ses maande.....	26.41 sent.
Tweede leerjaar.....	33.22 sent.
Derde leerjaar.....	40.88 sent.
Daarna (Tarief 2).....	47.71 sent.

Met dien verstande dat—

(a) Werknemers wat kragtens hierdie bepaling in diens is, moet toegelaat word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel en om volgens en met presisie-meetinstrumente te werk met inbegrip van maatstokke, kompassers en dergelike. Leerlinge moet geleer word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel, en om volgens en met fyn-meetinstrumente te werk.

(b) Geen werkgewer mag onder hierdie bepaling 'n persoon teen 'n laer loonskaal as 47.71 sent per uur in diens hê nie, tensy met voorafgaande toestemming van die Raad en kragtens 'n leerlingkontrak. Sodanige kontrakte moet in die vorm wees wat van tyd tot tyd deur die Raad voorgeskryf word en moet op die hoofkantoor van die Raad geregistreer wees en moet die groep masjiengereedskap in die gebruik waarvan die leerling opgelei word, voorskryf. Leerlinge moet sodanige tegniese opleiding as wat deur die Raad vasgestel word, dwarsdeur die termyn van leerlingkap ondergaan en dit is 'n vooropgestelde voorwaarde van goedkeuring van 'n kontrak dat die leerling die geleentheid verskaf moet word om daardie goedgekeurde tegniese opleiding mee te maak.

Tarief 7.

	Loon per uur.
Boor met setmaat en/of setklem.....	34.93 sent.

Tarief 9.

Bediener van outomatiese masjiene; bediener van stempelgietsmasjiene; bediener van hefboom-en/of trap-en/of handpers- en/of uitkeermasjiene as die werk ooreenkomstig voorafgestelde stempels verrig word, maar nie die stel van die stempels nie; bediener van 'n kragpers as die werk ooreenkomstig voorafgestelde stempels verrig word, maar nie die stel van die stempels nie; met hamer onder voorskrif van grofsmid slaan—

Eerste ses maande ondervinding.....	11.76 sent.
Daarna.....	12.78 sent.

Tarief 10.

Roeswerende lae aansmeer; stoomketel stook; oorblaas en/of galvaniseer; oorblaas van metaal deur heet indooop onder toesig; versendingsverpakker, behalwe arbeider; skoonslyp met die hand en/of slyp en/of met draagbare kraggereedskap; metaal polys en/of poleer; masjinerie olie en/of smeer, wanneer in voltydse hoedanigheid in diens; herhalingskroefwerk met stempelkoppe en/of -tappe met masjiene en/of hand; sand- en/of skrootblaaswerk; met enemmel en/of verf spuit; stoommanskong, uitgesonderd arbeider—

Eerste ses maande ondervinding.....	10.22 sent.
Daarna.....	11.24 sent.

Tarief 11.

Indoop in enemmel en/of verf.....	10.22 sent.
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Tarief 12.

(ii) Arbeiderswerk.....	10.22 sent.
(iii) Minderjariges in diens in ambagte wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, aangewys is, gedurende proefdienstyd.....	10.22 sent.

Loon per week.

(iv) Wag en/of polisiesjong se werk.....	R5.35
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Vir die toepassing van subartikel (1) (iv)—

- moet die gewone werkure hoogstens 12 uur per skof per dag vir 'n week van sewe dae wees;
- ingeval 'n kleiner getal ure as wat in (a) voorgeskryf gewerk word, moet die skaal per week pro rata verminder word;
- die voorwaardes van die Ooreenkoms met betrekking tot werkure, oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk, is nie op hierdie klas werknemer van toepassing nie.

(v) Vehicle driving:—

	Rate per Week.	
	R	c
(i) Driving of steam wagon.....	20	29.17
(ii) Driving of any other vehicle authorized to carry a pay load up to and including—		
1 ton.....	8	30.00
over 1 ton and up to 3 tons.....	9	30.00
over 3 tons and up to 5 tons.....	13	53.33
over 5 tons and up to 7 tons.....	17	21.66
over 7 tons.....	20	29.17

For the purpose of sub-section (1) (v)—

- (a) the hourly rate shall be calculated by dividing the weekly wage herein specified by 45; except in the case of those employed under Part II of this Agreement, when the hourly rate shall be calculated by dividing the weekly wage by 40;
- (b) "pay load" means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any motor carrier's certificate of exemption issued in respect of such vehicle by a Local Road Transportation Board, in terms of the Motor Carrier Transportation Act, 1930, including any trailer while attached thereto, or in the absence of such stipulation in any such certificate, the load specified in a certificate issued by the Council;
- (c) "vehicle" means a conveyance propelled by other than human or animal power and includes a tractor.

(vi) Pupil engineers and/or approved students:—

	Rate per Week.	
	R	c
First year of pupilage.....	8	30
Second year of pupilage.....	11	83.33
Third year of pupilage and thereafter.....	13	83.33

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

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

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

5. HOURS OF WORK.

(1) Except as is elsewhere provided—

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

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

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

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

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

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

(v) Die dryf van voertuie—

	Loon per week.	
	R	c
(i) Dryf van stoomwa.....	20	29.17
(ii) Dryf van enige ander voertuig gelisensieer vir 'n loonvrag tot en met—		
1 ton.....	8	30.00
Oor 1 ton tot en met 3 ton.....	9	30.00
Oor 3 ton tot en met 5 ton.....	13	53.33
Oor 5 ton tot en met 7 ton.....	17	21.66
Oor 7 ton.....	20	29.17

Vir die toepassing van subartikel (1) (v)—

- (a) moet die uurloon wat hierin voorgeskryf word, bereken word deur die weekloon wat hierin voorgeskryf word, deur 45 te deel, uitgesonderd in die geval van diegene in diens kragtens Deel II van hierdie Ooreenkoms, wanneer die uurloon bereken moet word deur die weekloon deur 40 te deel;
- (b) „loonvrag” beteken die netto laaivermoë of die netto vrag wat 'n voertuig mag dra of trek ingevolge 'n motorvervoersertifikaat of 'n vrystellingsertifikaat wat ten opsigte van daardie voertuig deur 'n Plaaslike Vervoerraad uitgereik is kragtens die Motortransportwet, 1930, met inbegrip van 'n sleepwa wat daaraan vas is, of as daar nie so 'n stipulasie in die sertifikaat voorkom nie, die vrag wat gestipuleer is in 'n sertifikaat deur die Raad uitgereik;
- (c) „voertuig” beteken 'n vervoermiddel wat nie deur menslike of dierlike krag voortbeweeg word nie en sluit 'n trekker in.

(vi) Leerling-ingenieurs en/of erkende studente—

	Loon per week.	
	R	c
Eerste leerlingjaar.....	8	30
Tweede leerlingjaar.....	11	83.33
Derde leerlingjaar en daarna.....	13	83.33

(2) Geen werknemer mag gedurende 'n week vir meer as een werksaamheid wat in hierdie Ooreenkoms of in Aanhangsels B tot F gespesifiseer is, in diens wees nie, tensy daardie werknemer betaling ontvang asof by die hele week gewerk het in die graad werk wat deur daardie werknemer gedurende daardie week verrig is teen die hoogste skaal waarteen betaal moet word. Die bepalings van hierdie subartikel is nie van toepassing wanneer 'n laerbetaalde werknemer tydelik 'n hoërbetaalde werknemer vervang om 'n ander rede as sy afwesigheid van sy werk vir diensverrigting elders in die inrigting (uitgesonderd bona fide vervangings soos hierin voorgeskryf). Werknemers wat aldus uitgesonderd word, moet slegs vir die tydperk wat hulle in die hoërbetaalde werksaamheid werk verrig, teen die hoër skaal betaal word. Elke tydperk van vervanging vir korter as 'n halwe skof in 'n week kom nie vir betaling teen die hoër skaal in aanmerking nie.

(3) 'n Werknemer wat op die datum van die inwerkingtreding van die Ooreenkoms reeds 'n loon ontvang wat hoër is as dié wat vir 'n werknemer van sy klas voorgeskryf word, moet steeds daardie hoër loon ontvang solank hy vir dieselfde klas werk by dieselfde werkgever in diens bly.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms of in die Aanhangsels B tot F hiervan word geen bepaling wat die indiensneming van of diensverrigting deur 'n werknemer in 'n klas werk of op enige voorwaarde verbied, beskou dat dit die werkgever onthef van betaling van die besoldiging en nakoming van die voorwaardes wat hy sou moes betaal of nakom as daardie indiensneming of diensverrigting nie verbied was nie en die werkgever moet voortgaan met daardie besoldiging te betaal en die voorwaardes na te kom asof sodanige indiensneming of diensverrigting nie verbied was nie.

5. WERKURE.

(1) Behalwe soos dit elders bepaal word, is—

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

- (i) werknemers op dagskof en/of nagskof;
- (ii) werknemers wat volgens 'n tweeskofstelsel en/of drieskofstelsel werk;

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

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

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

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

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

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

- (a) between six o'clock p.m. and six o'clock a.m.; or
- (b) after one o'clock p.m. on more than five days in any week.

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

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless she has—
 - (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) has been paid an allowance of not less than 15 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

(1) Save as is provided in sub-sections (2) and (3) and (4) of this section, any time worked by employees after the completion of the normal shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:—

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

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

(3) Whenever an employee works on—

- (i) a Sunday, he shall be paid at the rate of double time for all hours worked with a minimum payment of double the amount payable to him in respect of the hours ordinarily worked by him on a week day; provided that the foregoing shall not apply to employees engaged on maintenance and/or urgent repairs when such employee shall be paid at not less than double time for the hours worked, provided further, in no case shall he receive less than a minimum of four hours pay at double time;
- (ii) Good Friday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, he shall be paid for the hours for which, had he not worked, he would be paid in terms of sub-section (2) of section 13 of this Part of the Agreement; and shall be paid in addition at the rate of time and one-half for time worked up to the said number of hours; thereafter, treble time shall be paid until the usual starting time next day.

(4) Notwithstanding the provisions of sub-section (3) (i) hereof, where the employer provides work to occupy the employee for the hours of a normal shift and such employee fails or refuses to work the full period required of him, such employee shall only receive double time for the period actually worked.

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

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

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

(5) Geen werknemer kan verplig of toegelaat word om sonder 'n ononderbroke tussenpoos van minstens een uur, vir langer as vyf uur agtereën te werk nie; met dien verstande dat dit vir die toepassing van hierdie klousule beskou word dat werksydperke wat deur 'n tussenpoos van minder as een uur onderbreek word, ononderbroke is.

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

- (a) tussen 6-uur nm. en 6-v.m.; of
- (b) na 1-uur nm. of meer as vyf dae in 'n week.

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

- (a) langer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) langer as een uur op 'n dag na voltooiing van haar gewone werkure, tensy sy—
 - (i) kennis daarvan voor 12-uur middag gegee is; of
 - (ii) 'n voldoende maaltyd aan haar verskaf is voordat sy met oortyd moet begin; of
 - (iii) betyds 'n toelae van minstens 15 sent betaal is om haar in staat te stel om 'n behoorlike maaltyd te nuttig voordat die oortyd moet begin.

6. OORTYD EN BETALING VIR WERK OP SONDAG EN OP SEKERE OPENBARE VAKANSIEDAE, VAN TOEPASSING OP ALLE WERKNEMERS, UITGESONDÉR DIÉ VIR WIE VOORSIENING SPESIAAL IN HIERDIE OOREENKOMS GEMAAK IS.

(1) Behalwe soos bepaal in subartikels (2), (3) en (4) van dié artikel, word tyd wat deur werknemers gewerk word na voltooiing van die gewone skof in dié betrokke inrigting, as oortyd gereken waarvoor soos volg betaal moet word:—

- (a) Teen een 'n half maal die uurloon gedurende die eerste ses uur wat onmiddellik op die gewone skof volg.
- (b) Daarna teen dié skaal van dubbel dié gewone loon tot dié begintyd van dié werknemer se eersvolgende gewone skof; met dien verstande dat in dié geval van inrigtings wat 'n vyfdaagse week werk, vir werk wat op Saterdag verrig word, betaal moet word teen een 'n half maal dié gewone skaal vir dié eerste ses uur, gereken van dié gewone begintyd af op 'n gewone werkdag en teen dubbel dié gewone skaal daarna.

(2) As 'n werknemer meer as 6 uur na voltooiing van sy gewone skof uitgeroep word vir dringende werk, moet hy besoldig word teen dubbel dié skaal vir dié tydperk wat begin wanneer dié werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van dié tyd wat hy aan dié werk bestee het tot dié gewone begintyd van sy eersvolgende skof; met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in ieder geval teen dubbel dié gewone skaal betaal moet word vir alle tyd wat van middernag af tot dié gewone begintyd van sy eersvolgende skof gewerk word.

(3) As 'n werknemer op—

- (i) Sondag werk, moet hy vir alle ure wat gewerk word, teen dubbel dié gewone skaal betaal word, met 'n minimum betaling van dubbel dié bedrag wat aan hom betaalbaar is ten opsigte van dié ure wat gewoonlik op 'n weekdag deur hom gewerk word; met dien verstande dat dié voorgaande nie van toepassing is op werknemers wat vir onderhouds-en/of herstelwerk in diens is nie, in welke geval daardie werknemers teen minstens dubbel dié gewone skaal betaal moet word vir dié ure wat gewerk word; en voorts met dien verstande dat hulle minstens drie uur se loon teen dubbel dié skaal moet ontvang.
- (ii) Goeie Vrydag-, Hemelvaartdag-, Geloftedag-, Kersdag- en Nuwejaarsdagwerk, moet hy betaal word vir dié ure waarvoor hy, as hy nie gewerk het nie, betaal sou gewees het kragtens subartikel (2) van artikel 13 van hierdie Deel van dié Ooreenkoms, en moet boonop betaal word teen dié skaal van 1½ maal dié gewone skaal vir tyd wat tot op dié genoemde getal ure gewerk word; daarna moet teen drie maal dié gewone skaal betaal word tot dié gewone begintyd op dié volgende dag.

(4) As dié werkgewer werk verskaf om dié werknemer vir dié ure van 'n gewone skof besig te hou, en daardie werknemer in gebreke bly of weier om dié volle tydperk wat van hom vereis word te werk, dan moet, ondanks dié bepalings van subartikel (3), (i) hiervan, daardie werknemer slegs teen dubbel dié gewone skaal betaal word vir dié tydperk wat hy werklik gewerk het.

(5) 'n Werknemer moet elke week 'n dag vryaf gegee word en as hy op daardie dag diens doen, moet hy betaal word teen dié skaal van dubbel dié gewone skaal vir dié tyd wat gewerk word tot dié begintyd op dié volgende dag; met dien verstande dat hy in geen geval minder as 'n minimum van vier uur se loon teen dubbel dié skaal moet ontvang nie.

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

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

(ii) the second proviso to sub-section (3) (i) and the proviso to sub-section (5) hereof shall not apply to employees on standby duty.

(7) For the purpose of sub-section (6)—

“essential service work” means work which may be necessary in order to effect the repair of or to avert any imminent breakdown in electrical equipment as defined in section 3 of this Part of the Agreement.

7. NIGHT-SHIFT WORK.

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

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

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

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

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

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

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

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

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

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

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

8. SHORT-TIME.

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

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

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

9. PAYMENT OF EARNINGS.

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

(b) All weekly remuneration and/or allowances referred to in paragraph (a) of this sub-section and/or in section 28 of this Part and/or in section 8 of Part II and/or section 4 of Part IV of this Agreement when handed to each employee shall be contained in an envelope, which shall become the property of the employee and on which shall clearly be indicated the amounts received under the various headings and/or all allowable deductions as referred to in sub-section (3) of this section.

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

(ii) die tweede voorbehoud by subartikel (3) (i) en die voorbehoud by subartikel (5) hiervan nie van toepassing is op werknemers op klaarstaandiens nie.

(7) Vir die toepassing van subartikel (6) beteken—

„noodsaaklike diens” werk wat nodig kan wees om elektriese uitrusting, soos omskryf in die afdeling „Woordomskrivings”, artikel 3 van dié Deel van die Ooreenkoms, te herstel of om 'n dreigende onklaarraking daarvan te voorkom.

7. NAGSKOFWERK.

(1) Behoudens die bepalings van subartikel (4) hiervan, moet vir nagskofwerk betaal word teen die skaal vir gewone tyd, plus 10 persent.

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

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

(4) In inrigtings waar 'n tweeskoftestelsel of 'n drieskoftestelsel gewerk word, is die betaling soos volg:—

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

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

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

(b) *Drieskoftestelsel.*—Werk wat gewoonlik in die tweede skof verrig word—

(i) tweede skof—teen die skaal vir gewone tyd, plus vyf persent;

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

(5) Tyd wat deur werknemers na voltooiing van die gewone nagskof in die betrokke inrigting gewerk word, moet as oortyd beskou word en betaal word teen die skaal van een en 'n half maal die uurloon vir die skof vir die eerste ses uur en daarna teen die skaal van dubbel die gewone tyd tot aan die begintyd van die werknemer se volgende gewone skof.

8. KORTTYD.

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

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

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

9. BETALING VAN VERDIENSTE.

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

(b) Alle weeklikse besoldiging en/of toelaes wat in paragraaf (a) van dié subartikel en/of artikel 28 van dié Deel en/of in artikel 8 van Deel II en/of artikel 4 van Deel IV van die Ooreenkoms voorgeskryf word, moet by oorhandiging aan elke werknemer in 'n koevert wees wat die eiendom van die werknemer word, waarop duidelik aangetoon moet wees die bedrae wat kragtens die verskeie hofies en/of alle toelaatbare aftrekkings wat in subartikel (3) van hierdie artikel voorgeskryf word.

(2) Geen premie vir die opleiding van 'n werknemer mag deur 'n werkgewer bereken of aangeneem word nie.

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

- (a) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in section 13 of this Part of the Agreement, a pro rata amount for the period of such absence.
 - (b) With the written consent of the employee, deductions for sick benefit, insurance, pension funds or contributions to recreation funds.
 - (c) Contributions to the funds of the Council in terms of section 30 of this Part of the Agreement.
 - (d) Any amount paid by an employer, compelled by any law, including common law, ordinance, or legal process, to make payment on behalf of an employee.
 - (e) Where an employee is absent from work, resultant on the closing of an establishment by mutual arrangement between the employer and not less than 75 per cent of his employees a pro rata amount for the period of such absence.
 - (f) Deduction in respect of board and/or lodging in terms of section 27 of this Part of the Agreement.
 - (g) With the written consent of the employee, deductions for subscriptions to a trade union which is a party to this Agreement.
- (4) Where, in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

10. INCENTIVE BONUS.

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

- (i) The conditions specified in this Agreement in respect of overtime, night shift work and work performed on Sundays and on public holidays specified in this Agreement shall be calculated at the rate for that class of work scheduled in this Agreement.
- (ii) Incentive bonus rates shall be fixed by mutual arrangement between the employer and the employee who is to perform the work, the shop steward to be consulted, if desired by either of the parties.
- (iii) In the event of a dispute in the incentive bonus rate and failing an arrangement being made in settlement between the parties, the matter shall forthwith be referred by one or both of the aggrieved parties to the Industrial Council.
- (iv) Pending an arrangement being made regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Industrial Council in terms of paragraph (iii) the employee shall proceed with the job in accordance with the incentive bonus rate allowed by the management.
- (v) Any adjustment determined upon by the Council in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.
- (vi) Time during which an employee is abnormally prevented from proceeding with his work, shall, if the employee is required to stand by, be paid for at the rate for that class of work scheduled in this Agreement with Agreement conditions in respect of overtime and night shift when applicable. Time during which an employee is standing by shall not be taken into account in calculating bonus earnings.
- (vii) No payment shall be made for delays which are normal in the establishment concerned, and which have been considered when fixing the time allowance.
- (viii) No rate agreed upon between an employer and employee shall be considered to be satisfactory if such rates does not enable an employee employed on an incentive bonus system to earn not less than 15 per cent above the rate scheduled in this Agreement for the occupation concerned.
- (ix) In all cases the employee shall be guaranteed the rate for his class of work irrespective of earnings, for the hours worked.
- (x) An employee engaged on an incentive bonus system shall be paid on the normal pay day of each week.
- (xi) No incentive bonus rate or basic times once established may be altered except for the following reasons:—
 - (1) A mistake in the calculation of either side; or
 - (2) the material, means or method of production or the quantities are changed; or
 - (3) a mutual arrangement has been made between the employer and the employee in the same way as a new price is arranged.
- (xii) The Industrial Council may, for any reason which it deems fit, prohibit any establishment from working under an incentive bonus system.

11. TRAVELLING AND SUBSISTENCE ALLOWANCE.

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

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

- (a) 'n Pro rata aftrekking vir die tydperk van afwesigheid as 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende verlof wat toegestaan is vir verlenging van die verlof in artikel 13 van dié Deel van die Ooreenkoms voorgeskryf;
 - (b) met die skriftelike toestemming van die werknemer, aftrekkings vir siektebystand-, versekerings-, pensioenfondse, of bydraes aan ontspanningsfondse;
 - (c) bydraes aan die Raadsfondse kragtens artikel 30 van dié deel van die Ooreenkoms;
 - (d) enige bedrag wat deur 'n werkgever betaal word kragtens 'n wet, ordonnansie of regsgeeding wat hom verplig om namens 'n werknemer 'n betaling te doen;
 - (e) 'n pro rata bedrag vir die tydperk van afwesigheid wanneer 'n werknemer van werk afwesig is as gevolg van die sluiting van 'n inrigting ingevolge onderlinge ooreenkoms tussen 'n werkgever en minstens 75 persent van sy werknemers;
 - (f) aftrekkings vir losies en/of huisvesting ooreenkomstig artikel 27 van dié deel van die Ooreenkoms;
 - (g) met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is.
- (4) Waar werk in 'n inrigting of 'n plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgever elke werknemer sy verdienste uitbetaal.

10. AANSPOINGSBONUSSKEMA.

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

- (i) Die voorwaardes in hierdie Ooreenkoms genoem met betrekking tot oortyd, nagskofwerk en werk op Sondag en die openbare vakansiedae, soos opgenoem in die Ooreenkoms, moet bereken word teen die loon vir daardie klas werk in die Ooreenkoms uiteengesit.
- (ii) Aansporingsbonuslone moet vasgestel word by onderlinge ooreenkoms tussen die werkgever en die werknemer wat die werk moet verrig en die werkwinkelvertegenwoordiger moet geraadpleeg word as een van die partye dit verlang.
- (iii) In die geval van 'n geskil oor die aansporingsbonuslone en wanneer die partye nie tot 'n skikking kan geraak nie, moet die saak onmiddellik deur een of albei van die gegriefde partye na die Nywerheidsraad verwys word.
- (iv) In afwagting van 'n ooreenkoms met betrekking tot die aansporingsbonusloon, of wanneer die aansporingsbonusloon na die Nywerheidsraad verwys word kragtens paragraaf (iii), moet die werknemer aangaan met die werk teen die aansporingsbonusloon wat deur die bestuur toegestaan word.
- (v) Alle aanpassings wat deur die Raad ten gunste van die werknemer vasgestel word, is op hom van toepassing met ingang van die datum waarop die saak na die Raad verwys is.
- (vi) Vir alle tyd wat 'n werknemer abnormaal verhinder word om sy werk te verrig en van die werknemer vereis word om hom vir werk gereed te hou, moet betaal word teen die loon vir daardie klas werk in die Ooreenkoms uiteengesit met ooreenkomsvoorwaardes ten opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer gereedstaan, moet nie inaggeneem word wanneer bonusverdienste bereken word nie.
- (vii) Geen betaling word gedoen vir verdragings wat normaal tot die betrokke inrigting behoort en waarmee by die vaststelling van die tydtoelating rekening gehou is nie.
- (viii) Geen skaal waarop 'n werkgever en 'n werknemer ooreenkom, kan as bevredigend beskou word nie, tensy daardie skaal 'n gemiddelde werknemer wat op 'n aansporingsbonusstelsel in diens is, in staat stel om minstens 15 persent bo die basiese skaal wat hierin vir die betrokke soort werk vasgestel is, te verdien.
- (ix) In alle gevalle moet die werknemer die loon vir sy klas werk gewaarborg word, ongeag die verdienste vir die ure gewerk.
- (x) 'n Werknemer wat volgens 'n aansporingsbonusstelsel werk, moet op die gewone betaaldag van elke week betaal word.
- (xi) Geen aansporingsbonuslone of basistye kan, nadat hulle vasgestel is, verander word nie, behalwe om die volgende redes:—
 - (1) 'n Fout in die berekening deur een van die partye; of
 - (2) by verandering van die materiaal, produksiemiddels of produksiemetodes of die hoeveelhede; of
 - (3) tussen die werkgever en die werknemer 'n onderlinge reëling getref word op dieselfde manier as waarop 'n nuwe prys gereël word.
- (xii) Die Nywerheidsraad kan na goeddunke 'n inrigting verbied om volgens 'n aansporingsbonusstelsel te werk.

11. VERVOER- EN ONDERHOUDSTOELAES.

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

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

(3) An employee shall be paid for meals and bed on the train. Where an employee by reason of his employment is away from his usual working place, is required by his employer to live away from his usual domicile, suitable board and lodging shall be provided or paid for on the job or alternatively the employer may pay employees engaged on work classified as Rate 1 at the rate of R2 per day or R12 per week in lieu thereof.

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

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

- (a) In the event of the employer no longer requiring the services of the employee on the job in question, but being prepared to employ the same employee on another job at a different place, the employer shall—
 - (i) advise the employee in writing that further employment is available at a different place;
 - (ii) at the completion of one month of employment or the completion of the job, whichever is the sooner, refund to an employee presenting himself for employment in terms of sub-paragraph (i), the cost of one single second-class rail accommodation for the journey so undertaken.
- (b) In the event of an employer failing to give notification in terms of paragraph (a) (i), but nevertheless re-employing the employee within a period of one month at a different place, the employee shall be entitled to the refund set out in paragraph (a) (ii).

12. TERMINATION OF EMPLOYMENT.

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

- (a) the right of an employer or employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between an employer and employee providing for a longer period of notice than one clear working day; and further provided that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

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

13. HOLIDAY AND UNEMPLOYMENT PAY.

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

- (1) Subject to sub-section (2) of this section, holiday payments provided for in this section shall be computed at the rate of pay which the employee is receiving at the date of qualification, except in the case of employees employed on an incentive bonus system, whose holiday payments shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the holiday becoming due, or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.
- (2) If an employee does not work on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever Day of the Covenant, Christmas Day or New Year's Day falls on Saturday an employee who does not work on such day shall be paid at his ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period Monday to Friday inclusive; and provided further that this sub-section shall not apply to an employee who is on paid holiday in terms of sub-section (3) of this section. For purposes of this sub-section, the ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate scheduled in this Agreement for the class of work being performed.

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

(3) 'n Werknemer moet vir maaltye en bed op die trein betaal word. Wanneer van 'n werknemer weens sy diens van sy gewone werkplek af, deur sy werkgever vereis word om van sy gewone woonplek weg te lewe, moet geskikte kos en huisvesting op die werk verskaf word of daarvoor betaal word, of anders kan die werkgever werknemers wat werk doen wat as tarief 1 ingedeel word, teen R2 per dag of R12 per week in plaas daarvan betaal.

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

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

- (a) Ingeval die werkgever nie langer die werknemer se diens te op die bepaalde werk nodig het nie, maar bereid is om die werknemer op 'n ander werk op 'n ander plek te laat werk, moet die werkgever—
 - (i) die werknemer skriftelik in kennis stel dat verder diens op 'n ander plek beskikbaar is;
 - (ii) by voltooiing van een maand se diens, of, na gelang van die vroegste, voltooiing van die werk, 'n werknemer wat hom vir diens kragtens subparagraaf (i) aanbied, die koste van een enkelreis-spoorwegkaartjie, tweede klas, vir die reis wat aldus onderneem is, terugbetaal.
- (b) In die geval van 'n werkgever wat versuim om die kennisgewing kragtens paragraaf (a) (i) te gee, maar die werknemer tog binne 'n tydperk van een maand op 'n ander plek in diens neem, is die werknemer geregtig op die terugbetaling soos voorgeskryf in paragraaf (a) (ii).

12. DIENSBEÏNDIGING.

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

- (a) op 'n werkgever of 'n werknemer se reg om die dienskontrak sonder voorafgaande opsegging te beëindig weens 'n wetlik erkende goeie rede;
- (b) 'n ooreenkoms tussen 'n werkgever en werknemer wat voorsiening maak vir 'n langer termyn van diensopsegging as een volle werkdag; en voorts met dien verstande dat 'n werkgever 'n werknemer loon kan betaal vir en in plaas van die voorgeskrewe termyn van opsegging, of die opsegging soos ooreengekom.

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

13. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

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

- (1) Behoudens die bepaling van subartikel (2) van hierdie artikel, moet verlofbetalings wat in hierdie artikel voorgeskryf word, bereken word teen die loon wat die werknemer op die datum van kwalifisering ontvang, behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, wie se verlofbetalings bereken moet word volgens die gemiddelde weeklikse verdienste, sonder oortyd, oor die laaste drie maande wat werklik op aansporingsbonusse gewerk is voor die verlof verskuldig geword het, of, na gelang van die kortste, oor die aantal weke wat werklik gedurende die tydperk van diens op aansporingsbonusse gewerk is.
- (2) As 'n werknemer nie op Goeie Vrydag, Hemelvaartdag, Gelofte-dag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op daardie dag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het; met dien verstande dat wanneer Gelofte-dag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op daardie dag werk nie, betaal moet word teen sy gewone uurloon vir die getal ure wat aan hom betaalbaar sou gewees het as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en voorts met dien verstande dat hierdie subartikel nie van toepassing is op 'n werknemer wat met betaalde verlof kragtens subartikel (3) van hierdie artikel is nie. Vir die toepassing van hierdie subartikel is die gewone uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die skaal in dié Ooreenkoms voorgeskryf vir die klas werk verrig.

- (3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' paid holiday, subject to the following conditions:—
- (a) The qualification for such holiday shall be 292 shifts (whether worked for one or more employers) exclusive of overtime, actually worked on a six-day working week basis, or 49 calendar weeks of employment in the case of an employee working on a five-day week basis; provided that—
 - (i) subject to sub-paragraph (ii) hereof, employment for less than 30 shift or five calendar weeks, as the case may be, with the same employer shall not count for leave purposes; provided that an employee who is laid off, after working 18 shifts or three calendar weeks, as the case may be, shall be credited with the number of shifts or calendar weeks actually worked for leave purposes;
 - (ii) where an employee's service with the same employer is broken in terms of sub-paragraph (i) hereof, and he resumes work for the same employer, he shall be credited for holiday leave purposes with the total number of shifts or calendar weeks, as the case may be, worked with such employer; provided that he does not work for another employer in the interim;
 - (iii) any period of absence on account of sickness aggregating not more than 52 shifts or eight and two-thirds calendar weeks, as the case may be, in any one year of service shall count for holiday purposes; provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes; provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act and the periods of absence counting for holiday purposes shall be the periods of disablement admitted by the said Act;
 - (iv) any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or five-sixths of a week, as the case may be, worked toward his holiday qualification, with a maximum penalty of 30 shifts or five calendar weeks, in any one qualifying period for paid leave; provided that notification of such absence shall be made by the employer in writing to the Council within seven days of such absence;
 - (v) periods of absence on the additional week's leave or accumulations thereof provided for in sub-section (9) of this section shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.
 - (b) The holiday shall include four weekends and be for one unbroken period.
 - (c) Should either Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.
 - (d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.
 - (e) The holiday shall be granted by the employer so as to commence within a period of three months of due date.
 - (f) An employee shall be entitled to and shall take his holiday within a period of three months from due date, unless exemption be granted by the Council.
 - (g) No employee shall engage in any employment for gain during the period of his holiday.
- (4) (a) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him in cash by his employer on his ceasing work to go on holiday.
- (b) The employer shall at the time of making the payment referred to in paragraph (a) and in sections 14 (2) and 15 (1) of this Part of the Agreement forward to the Council a holiday receipt voucher drawn up and supplied by the Council and containing the employee's signature as a receipt for the payment.
- (5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of sub-section (3) of this section, he shall be credited with the proportionate number of shifts or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts or calendar weeks of employment, as the case may be, which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled.
- (3) Elke werknemer is kragtens hierdie Ooreenkoms geregtig op drie agtereenvolgende weke verlof met betaling, onderworpe aan die volgende voorwaardes:—
- (a) Die kwalifikasie vir daardie verlof is 292 skofte (hetsy vir een of meer werkgewers gewerk), sonder oortyd, wat werklik gewerk is op die basis van 'n sesdaagse werkweek, of 49 kalenderweke diens in die geval van 'n werknemer wat op 'n basis van 'n vyfdaagse week werk; met dien verstande dat—
 - (i) behoudens soos bepaal in subparagraaf (ii) hiervan, diens vir minder as 30 skofte of vyf kalenderweke, na gelang van die geval, by dieselfde werkgewer, nie vir verlofdoeleindes meegereken word nie; met dien verstande dat 'n werknemer wie se dienste tydelik opgeskort word na voltooiing van 18 skofte, of, na gelang van die geval, drie kalenderweke, vir verlofdoeleindes gekrediteer moet word met die getal skofte of kalenderweke wat werklik gewerk is;
 - (ii) as 'n werknemer se diens by dieselfde werkgewer onderbreek word soos in subparagraaf (i) hiervan bepaal, en hy vir dieselfde werkgewer die werk hervat, moet hy vir verlofdoeleindes gekrediteer word met die totale getal skofte, of, na gelang van die geval, kalenderweke, wat by daardie werkgewer gewerk is; met dien verstande dat hy intussen nie vir 'n ander werkgewer werk nie;
 - (iii) enige tydperk van afwesigheid weens siekte van altesame meer as 52 skofte of, na gelang van die geval, 8½ kalenderweke in 'n jaar diens, tel vir verlofdoeleindes; met dien verstande dat 'n werkgewer geregtig is om van die werknemer te vereis om, as bewys van die oorsaak van afwesigheid 'n doktersertifikaat voor te lê. Tydperke van afwesigheid as gevolg van besering wat ontstaan uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes meetel; met dien verstande dat daardie ongeval reken word dat dit binne die bepaling van die ongevallenwet val en die tydperke van afwesigheid wat vir die verlofdoeleindes meetel is die tydperke van onbekwaamheid wat in genoemde Wet erken word;
 - (iv) enige werknemer wat van sy werk wegbly sonder om daarvoor bevredigende redes op te gee wat vir sy werkgewer aanneemlik is, verbeur ten opsigte van elke skof of werkdag wat hy deur sodanige afwesigheid verloor, vyf skofte of, na gelang van die geval, 5/6des van 'n week wat vir verlofdoeleindes gewerk is, met 'n maksimum boete van 30 skofte of vyf kalenderweke in enige kwalifiseertyd vir verlof met betaling; met dien verstande dat die werkgewer binne sewe dae na daardie afwesigheid die Raad skriftelik in kennis stel van daardie afwesigheid;
 - (v) tye van afwesigheid op grond van die ekstra week verlof op ophopings daarvan waarvoor voorsiening in subartikel (9) van hierdie artikel gemaak word, tel vir die verlofkwalifikasie in die mate van die getal skofte wat normaalweg gedurende daardie tye deur die betrokke werknemer sou gewerk geword het.
 - (b) Die verlof moet vier naweke insluit en vir 'n ononderbroke tydperk wees.
 - (c) Wanneer Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag of Nuwejaarsdag binne die tydperk van die verlof val, moet die tydperk met een dag met volle betaling vir elk van daardie dae verleng word.
 - (d) 'n Werknemer moet binne een maand voor die datum waarop hy tot verlof geregtig is, aansoek om verlof doen.
 - (e) Die verlof moet deur die werkgewer so toegestaan word dat dit binne 'n tydperk van drie maande vanaf die verskuldigde datum begin.
 - (f) 'n Werknemer is geregtig op verlof en moet dit neem binne 'n tydperk van drie maande vanaf die datum waarop dit verskuldig is, tensy vrystelling deur die Raad verleen word.
 - (g) Geen werknemer mag gedurende die tydperk van sy verlof in enige diens vir winsbejag werk nie.
- (4) (a) Wanneer die werknemer op die punt staan om sy verlof te neem, moet die geld wat aan hom betaalbaar is vir die doeleindes van daardie verlof, in kontant deur sy werkgewer aan hom uitbetaal word by beëindiging van sy werk om met verlof te gaan.
- (b) Die werkgewer moet op dieselfde tyd wat die betalings in paragraaf (a) en in artikels 14 (2) en 15 (1) van die Deel van die Ooreenkoms voorgeskryf, gedoen word, aan die Raad 'n verlofkwalifikasiebewys stuur in die vorm deur die Raad opgestel en verskaf en wat die werknemer se handtekening toon as bewys van ontvangs van die bogenoemde betaling.
- (5) Wanneer 'n werknemer se diens eindig voordat hy geregtig is op verlof met besoldiging kragtens subartikel (3) van hierdie artikel, moet hy gekrediteer word met die ooreenstemmende getal skofte, of, na gelang van die geval, kalenderweke diens. Die werkgewer moet aan die werknemer by sy vertrek 'n bewys uitreik wat die getal skofte, of, na gelang van die geval, kalenderweke diens vermeld, wat vir verlofdoeleindes meetel om onmiddellik die kontantwaarde van die verlof waarop die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.

- (6) (a) Where the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher or vouchers to the Industrial Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted, the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions, either when next he qualifies for leave or becomes unemployed for a longer period than six days.
- (b) Any employee claiming and receiving payment in terms of paragraph (a) of this sub-section shall, on obtaining further employment in the Industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this section the leave equivalent of such balance shall be credited to him.
- (7) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself, as the case may be, through the Industrial Council.
- (8) (a) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, an employee who has been furnished with a voucher in terms of sub-section (5) of this section and is no longer employed in the Industry, shall be entitled, subject to paragraph (b) of this sub-section, on presenting the voucher to the Council in the region of origin to payment thereon of any unpaid balance standing to his credit on the books of the Council.
- (b) Any voucher issued to an employee in terms of sub-section (5) of this section shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payment from the funds of the Council to such employee as are referred to herein.
- (9) (a) An employee who has been in continuous employment with one employer on qualifying for his tenth period of annual leave as provided for in terms of sub-section (3) of this section, and each year thereafter whilst in the employ of the same employer, shall be entitled to an extra week's paid leave at the employers convenience or to the equivalent value thereof provided that by mutual arrangement between the employer and employee—
- the paid holiday referred to in sub-section (3) of this section may be extended by an extra week; or
 - the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.
- (b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) of this sub-section and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the paid holiday provided for in sub-section (3) of this section, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for a paid holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.
- (c) Whenever the employment of an employee terminates who has become entitled to but has not yet received the equivalent value of the additional paid leave provided for in this sub-section, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.
- (6) (a) As die tydperk tussen die een diens en die ander meer as ses dae bedra, is 'n werknemer wat sy bewys of bewyse by die Nywerheidsraad indien, gedurende elke week van sy werkloosheid geregtig op uitbetaling van die bedrag waarmee hy gekrediteer staan van minstens R4 of, na gelang van die kleinste bedrag, die bedrag waarmee hy gekrediteer staan, maar, na gelang van die grootste, hoogstens die halfloon teen die skaal wat hy teen betaal is toe die werkloosheid begin het, tot daardie tyd waarop die krediet wat op die bewys of bewyse aangetoon word, uitgeput is. Ingeval die werknemer weer werk kry voordat daardie krediet uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word wat ooreenkomstig die bogenoemde bepalinge vir hom beskikbaar moet wees wanneer hy of vir sy volgende verlof kwalifiseer, of vir langer as ses dae werkloos word.
- (b) Enige werknemer wat aanspraak maak op betaling en betaling ontvang kragtens paragraaf (a) van hierdie subartikel, moet, wanneer by verder diens in die Nywerheid kry, begin deur vir verlof te kwalifiseer vanaf die datum van daardie diens; met dien verstande dat wanneer daar 'n onopgeëiste balans is waarmee hy kragtens hierdie artikel geregtig is om gekrediteer te word, hy met die verlofekkwalivalent van daardie balans gekrediteer moet word.
- (7) Wanneer 'n werknemer sterf, of in die loop van sy werk onbekwaam word om verder sy bedryf uit te oefen, moet die bedrag wat aan hom verskuldig is ten opsigte van verlofbetaling, aan sy boedel of, na gelang van die geval, deur tussenkoms van die Nywerheidsraad aan hom uitbetaal word.
- (8) (a) Na verloop van minstens 49 weke na die datum waarop die dienstydsperk wat deur die bewys gedek word, begin het, is elke persoon aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is en wat nie langer in die Nywerheid in diens is nie, by voorlegging van die bewys aan die Raad in die streek van oorsprong, geregtig, behoudens paragraaf (b) van dié subartikel, op betaling daarteen van elke onbetaalde balans waarmee hy in die boeke van die Raad gekrediteer staan.
- (b) Alle bewyse wat kragtens subartikel (5) van hierdie artikel aan 'n werknemer uitgereik word, is geldig vir twee jaar van die datum van die laaste skof deur die werknemer gewerk, en bedrae in die krediet van 'n werknemer in die boeke van die Raad kom die Raad toe by verstryking van dié tydperk; met dien verstande egter dat die Raad alle eise moet ondersoek wat deur die werknemer na verstryking van die tydperk ingedien word, en die Raad kan na goeddunke *ex gratia* betalings uit die fondse van die Raad doen aan werknemers hierin genoem.
- (9) (a) 'n Werknemer wat in ononderbroke diens by dieselfde werkgever was, is, wanneer hy vir sy tiende verlof-tydsperk kwalifiseer soos bepaal ooreenkomstig subartikel (3) van dié artikel, en elke jaar daarna terwyl hy in diens by dieselfde werkgever is, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgever gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge ooreenkoms tussen die werkgever en werknemer—
- die betaalde verlof wat in subartikel (3) van hierdie artikel voorgeskryf word, met 'n ekstra week verleng kan word; of
 - die ekstra week verlof van die kwalifiseerjaar uitgestel kan word en deur die werknemer opgehoop kan word tot drie van daardie ekstra weke verlof met betaling.
- (b) As die werkgever en werknemer ooreenkom, soos voorgeskryf in paragraaf (a) (ii) van dié subartikel, en die werknemer vir drie van daardie ekstra weke verlof met betaling gekwalifiseer het (hierna genoem "die opgeloopte verlof"), moet die werkgever die opgeloopte verlof toestaan, en die werknemer moet dit neem, wanneer die verlof met betaling, soos voorgeskryf in subartikel (3) van hierdie artikel, aan hom toestaan en deur hom geneem word, tensy, soos gedoen kan word, die werkgever en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever in ieder geval die werknemer die geleentheid moet gee om die opgeloopte verlof te neem in die tydperk voordat hy vir sy eersvolgende verlof met betaling kwalifiseer, en wanneer die werknemer in gebreke bly om die opgeloopte verlof in daardie tydperk te neem, verbeur hy sy reg daarop.
- (c) By beëindiging van die diens van 'n werknemer wat geregtig geword het op die gelyke waarde van die ekstra verlof met betaling soos in hierdie subartikel voorgeskryf, maar dit nog nie ontvang het nie, moet hy by dié beëindiging van sy diens betaal word vir daardie ekstra verlof met betaling waarvoor hy gekwalifiseer het, maar nog nie ontvang het nie.

- (10) Saving as is otherwise provided herein, employment for purposes of this section shall be deemed to commence from the date on which an employee enters an employer's service or the date on which he last became entitled to holiday leave, whichever is the later.
- (11) The Council may make reciprocal arrangements with any other industry for the interchange of leave vouchers to the benefit of the employee leaving the industry.
- (12) *Prohibition of Cession.*—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.
- (13) In this clause the expression "employer" includes—
 - (a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and
 - (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or new owner of the business.

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

14. SPECIAL BONUS.

(1) This section shall not apply to employees employed in terms of Part III of this Agreement, apprentices, trainees, any category of Rate 8, 9, 10 and 11 employees, labourers and watchmen or police boys.

(2) Whenever any other employee is paid his holiday leave in terms of section 13 of this Part of the Agreement, he shall at the same time be paid bonus as follows:—

Class.	Bonus Payable.
Class A. (i) Qualified employees whose minimum rate specified in this Agreement is the equivalent of 34·93 cents per hour or more at date of qualification for their paid holiday. (ii) Employees employed at the date of coming into operation of this Agreement as learners or employed in occupations remunerated according to experience whose minimum rate specified in this Agreement is the equivalent of 34·93 cents per hour or more at the date of qualification for their paid holiday.	A holiday bonus of R65.50 (sixty-five Rand, fifty cents) per annum calculated pro rata to the holiday qualification.
Class B. All other employees not included in Class A hereof (other than apprentices, trainees, any category of Rates 8, 9, 10 and 11 work, labourers, watchmen or police boys).	An amount calculated at the rate of 8 per cent of the rate for his occupation scheduled in this Agreement for the hours an employee has actually worked, exclusive of overtime, after the date on which he last qualified for holiday leave or the date of his engagement, whichever is the later.

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

(4) Whenever the bonus is remitted to the Council in terms of sub-section (3), the provisions of sub-sections (6), (7), (8) and (12) of section 13 of this Part of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(5) For the purpose of this section—

"holiday qualification" shall be the qualification for the paid holiday prescribed in section 13 (3) (a) of this Part of the Agreement;

"qualified employees" means any employee who is not employed as a learner or who, if remunerated according to experience has qualified for the rate for his class of work specified as payable "thereafter".

15. SPECIAL COMPENSATORY ALLOWANCE.

(1) Whenever a Class A employee as provided for in terms of section 14 (2) of this Part of the Agreement is paid his holiday pay in terms of section 13 of his Part of the Agreement, he shall at the same time be paid special compensatory allowance of R24.50 (twenty-four rand fifty cents) per annum calculated pro rata to the holiday qualification.

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

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

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

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

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

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

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

14. SPESIALE BONUS.

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

(2) Wanneer sy verlofbesoldiging ingevolge die bepalings van artikel 13 van dié Deel van die Ooreenkoms aan 'n werknemer betaal word, moet 'n bonus soos volg terselfdertyd aan hom betaal word:—

Klas.	Bonus betaalbaar.
Klas A. (i) Gekwalifiseerde werknemers wie se minimum loon in dié Ooreenkoms gespesifiseer, gelykstaar met 34·93 sent per uur of meer op die datum van kwalifikasie vir hulle betaalde verlof. (ii) Werknemers as leerlinge in diens op die datum waarop hierdie Ooreenkoms van krag word, of in diens in bedrywe waarvoor besoldiging volgens ondervinding geskied, waarvoor die minimum loon in dié Ooreenkoms gespesifiseer, gelykstaar met 34·93 sent per uur of meer op die datum waarop hulle vir hulle betaalde verlof kwalifiseer.	'n Verlofbonus van R65.50 (vyf-en-sestig rand, vyftig sent) per jaar, <i>pro rata</i> bereken op die verlofkwalifikasie.
Klas B. Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, kwekelinge, werknemers in diens op werk geklassifiseer in tariewe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens).	'n Bedrag bereken teen 8 persent van die loon vir sy beroep in die Ooreenkoms voorgeskryf vir die ure, uitgesonderd oortyd, wat hy werklik gewerk het na die datum waarop hy laas vir vakansieverlof gekwalifiseer het, of die datum van sy indiensneming, nl. die jongste.

(3) Wanneer die diens van 'n werknemer eindig voordat hy geregtig word op betaalde verlof ingevolge die bepalings van artikel 13 van dié Deel van die Ooreenkoms, moet die werknemer met 'n aandeel van die bonus, vir sy klas gespesifiseer, gekrediteer word in verhouding tot die aantal skofte of kalenderweke diens wat vir verlofdoeleindes aan hom gekrediteer word. Die werkgewer moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word, waarop die aantal skofte of kalenderweke diens wat vir verlofdoeleindes tel, uiteengesit word, en onmiddellik die geldekwivalent van die bonus aan die Sekretaris van die Raad stuur tesame met die geldekwivalent van die betaalde verlofkrediet.

(4) Wanneer die bonus ingevolge die bepalings van subartikel (3) aan die Raad gestuur word, is die bepalings van subartikels (6), (7), (8) en (12) van artikel 13 van dié Deel van die Hoof-ooreenkoms met betrekking tot die geldekwivalent van die betaalde verlofkrediet *mutatis mutandis* van toepassing.

(5) Vir die toepassing van hierdie artikel is—

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

„gekwalifiseerde werknemers” werknemers wat nie as leerlinge in diens is nie, of wat vir die loonskaal vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het, indien hy volgens ondervinding besoldig word.

15. SPESIALE VERGOEDINGSTOELAE.

(1) Wanneer 'n klas A-werknemer, soos bepaal by artikel 14 (2) van dié Deel van die Ooreenkoms, sy verlofsoldy betaal word kragtens artikel 13 van dié deel van die Ooreenkoms, moet hy terselfdertyd 'n spesiale vergoedingstoelae betaal word van R24.50 (vier-en-twintig rand vyftig sent) per jaar *pro rata* bereken op die verlof kwalifikasie.

(2) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of section 13 of this Part of the Agreement, the employee shall be credited with a share of the special compensatory allowance specified for his class proportionate to the number of shifts or calendar weeks of employment credited to him for holiday purposes. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts or calendar weeks of employment which count for holiday purposes, and immediately forward the money equivalent of the special compensatory allowance to the Secretary of the Council along with the money equivalent of the paid holiday entitlement.

(3) Whenever the special compensatory allowance is remitted to the Council in terms of sub-section (2) hereof, the provision of sub-sections (6), (7), (8) and (12) of section 13 of this Part of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(4) For the purpose of this section—

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

“qualified employee” means any employee who is not employed as a learner or who, if remunerated according to experience has qualified for the rate for his class of work specified as payable “thereafter”.

16. REGISTRATION OF EMPLOYEES.

(1) All employees employed on work scheduled in this Agreement, except all categories of Rates 8, 9, 10, 11 and 12 employees employed in the Industry shall be registered with the Council.

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

(b) Any permission given in terms of paragraph (a) hereof may be withdrawn by the Council for any good and sufficient reason which it deems fit, and the employer shall on receipt of notification from the Council, forthwith discontinue the services of the juvenile and/or learner to whom the notification refers, or retain the juvenile's and/or learner's services at the full rate prescribed for the rate in question.

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

17. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

18. OUTWORK.

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

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

19. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement and Annexures hereto to any employer or employee. Applications for exemptions shall be made to the Secretary of the Council; provided that no exemption from sub-section (6) of section 5 of this Part and from sub-section (4) of section 1 of Part IV of this Agreement shall be granted to, or in respect of, any female employee engaged on manual work except for the purpose of performing work which is necessitated by an emergency.

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

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

(a) the full name of the person concerned.

(b) the provisions of the Agreement from which exemption is granted;

(c) the conditions subject to which exemption is granted;

(d) the period during which the exemption shall operate.

(4) The Council shall cause—

(a) all licences issued to be numbered consecutively;

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

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

(2) Wanneer die diens van 'n werknemer eindig voordat hy geregtig word op betaalde verlof kragtens artikel 13 van dié deel van die Ooreenkoms, moet die werknemer gekrediteer word met 'n deel van die spesiale vergoedingstoelae gespesifiseer vir sy klas in verhouding tot die getal skofte of kalenderweke diens wat aan hom vir verlofdoeleindes gekrediteer word. Die werkgewer moet die bedrag daarvan inskryf op die bewys wat aan die werknemer verskaf moet word en waarin die getal skofte of kalenderweke diens wat vir verlofdoeleindes tel, uiteengesit word, en die geld-equivalent van die spesiale vergoedingstoelae onmiddellik aan die Sekretaris van die Raad stuur saam met die geldekwivalent van die betaalde verlofkrediet.

(3) Wanneer die spesiale vergoedingstoelae aan die Raad gestuur word kragtens subartikel (2) hiervan, is die bepaling van subartikels (6), (7), (8) en (12) van artikel 13 van dié deel van die Ooreenkoms betreffende die geldekwivalent van die betaalde verlofkrediet *mutatis mutandis* van toepassing.

(4) Vir die toepassing van dié artikel is—

„verlofwalifikasie” die kwalifikasie vir die betaalde verlof voorgeskryf in artikel 13 (3) (a) van dié deel van die Ooreenkoms; en beteken

„gekwalifiseerde werknemer” enige werknemer wat nie in diens as 'n leerling is nie of wat, indien hy besoldig word volgens ondervinding, gekwalifiseer het vir die loon van sy klas werk gespesifiseer as betaalbaar „daarna”.

16. REGISTRASIE VAN WERKNEMERS.

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

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

(b) Goedkeuring wat kragtens paragraaf (a) hiervan verleen word, kan deur die Raad om enige goeie en voldoende rede, wat hy goedvind, ingetrek word, en die werkgewer moet by ontvangs van so 'n kennisgewing van die Raad, onmiddellik afsien van die dienste van die jeugdige en/of leerling op wie die kennisgewing betrekking het, of die jeugdige en/of leerling se dienste behou teen die volle loon wat vir die betrokke tarief voorgeskryf word.

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

17. INDIENSNEEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

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

18. BUITEWERK.

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

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

19. VRYSTELLINGS.

(1) Die Raad kan vrystelling aan werkgewers of werknemers van enigeen van die bepalinge van hierdie Ooreenkoms en Aanhangsels verleen. Versoeke om vrystelling moet aan die Sekretaris van die Raad gerig word; met dien verstande dat geen vrystelling van subartikel (6) van artikel 5 van dié Deel en van subartikel (4) van artikel 1 van Deel IV van die Ooreenkoms verleen mag word aan of ten opsigte van 'n vroulike werknemer wat handarbeid doen nie, uitgesonderd vir die doel om werk te verrig wat deur 'n noodgeval veroorsaak word.

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

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

(a) Die volle naam van die betrokke persoon;

(b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;

(c) die voorwaardes waarop daardie vrystelling verleen word;

(d) die termyn waarvoor die vrystelling van krag is.

(4) Die Raad moet—

(a) alle lisensies wat uitgereik word, in volgorde nommer;

(b) van elke lisensie wat uitgereik word 'n afskrif opstuur aan die Afdelingsinspekteur van Arbeid vir die gebied ten opsigte waarvan die lisensie uitgereik word;

(c) 'n afskrif van die lisensie aan die betrokke werkgewer stuur wanneer die vrystelling aan 'n werknemer verleen word.

20. SUPERVISORY WORK.

(1) (a) At least one employee with knowledge of supervising or overseeing work shall be employed in each department of any establishment where employees engage on Rates 3 to 11 and/or labourers are employed.

(b) Where such supervisory and/or overseer's work is performed, such supervisor and/or overseer shall receive not less than the prescribed rate for the next higher rate than that in which the employee exercises the supervision and/or overseeing or where there is no such higher rate than at the highest rate prescribed save that for supervision and/or overseeing in Rate 8, 9, 10 and 11 work and/or labourers, such supervisor and/or overseer shall receive not less than the scheduled rate for Rate 8 work in that division of the industry in which he is employed.

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

21. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employee who is not a member of one of the trade unions shall be employed by an employer who is a member of one of the employers' organisations and no employee who is a member of one of the trade unions shall work for an employer who is not a member of one of the employers' organisations; provided that the application of this clause shall be limited in its scope to—

(a) employees performing work for which a minimum rate of 37.48 cents per hour is prescribed in this Agreement and/or Annexure B to F hereto;

(b) other employees for whom a rate of 34.93 cents per hour and more is prescribed in the Agreement and/or Annexures B to F hereto, if such employees have been employed in the industry for a period of not less than six months and are eligible for membership of one of the trade unions in accordance with their respective constitutions.

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

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

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

22. WORKING PARTNERS.

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

23. PROPORTION OR RATIO OF ELECTRICIANS OR JOURNEMEN TO OTHER EMPLOYEES.

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

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

24. ADMINISTRATION OF AGREEMENT.

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

25. EXHIBITION OF NOTICES.

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

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

26. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An Agent shall be entitled to enter any establishment and may question the employer or any employees and inspect the records of wages paid, time worked and payment made for overtime and incentive bonus work for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

27. BOARD AND LODGING.

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

20. OPSIGTERSWERK.

(1) (a) Minstens een werknemer wat kennis van opsigterswerk het, of van kontrole uitoefen op die werksaamhede, moet in elke afdeling van 'n inrigting waar werknemers op tariewe 3 tot 11 en/of arbeiders in diens is, in diens wees.

(b) Waar daardie opsigters- en/of opsienswerk verrig word, moet daardie opsigter en/of opsiener minstens die loon ontvang wat voorgeskryf is vir die eersvolgende hoër graad as dié waarin die werknemer sy opsigters- en/of opsienswerk verrig, of wanneer daar nie 'n hoër graad voorgeskryf is nie, dan teen die hoogste graad wat voorgeskryf is; met dien verstande dat vir opsigterswerk en/of opsienswerk in tariewe 8, 9, 10 en 11 en/of arbeiders, daardie opsigter en/of opsiener minstens die loon moet ontvang soos voorgeskryf vir tarief 8-werk in daardie afdeling van die nywerheid waarin hy in diens is.

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

21. INDIENSNEEMING VAN VAKVERENIGINGARBEID.

(1) Geen werknemer wat nie lid van een van die vakverenigings is, mag deur 'n werkgever wat lid van een van die werkgewers-organisasies is, in diens geneem word nie en geen werknemer wat lid van een van die vakverenigings is mag vir 'n werkgever wat nie lid van een van die werkgewersorganisasies is werk nie; met dien verstande dat die toepassing van hierdie klousule in sy bestek beperk is tot—

(a) werknemers wat werk verrig waarvoor in hierdie Ooreenkoms en/of Aanhangsels B tot F hiervan 'n minimum loon van 37.48 sent per uur voorgeskryf word;

(b) ander werknemers vir wie in die Ooreenkoms en/of Aanhangsels B tot F hiervan 'n loon van 34.93 sent en meer per uur voorgeskryf word, as daardie werknemers vir 'n tydperk van minstens ses maande in die Nywerheid in diens was en vir lidmaatskap van die vakverenigings ooreenkomstig hul onderskeie konstitusies in aanmerking kom.

(2) Die bepalings van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie op 'n immigrant van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die nywerheid weier om op uitnodiging van die betrokke vakvereniging aansoek om lidmaatskap daarvan te doen, die bepalings van hierdie artikel onmiddellik van toepassing word.

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

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

22. WERKENDE VENNOTE.

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

23. GETALLEVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER INGELYSTE TARIEWE.

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

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

24. TOEPASSING VAN OOREENKOMS.

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

25. VERTONING VAN KENNISGEWINGS.

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

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

26. AGENTE.

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

27. LOSIES EN HUISVESTING.

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

28. COST OF LIVING ALLOWANCE.

(1) (i) The hourly rates scheduled in this Agreement shall be deemed to include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942 as continued by the War Measures Continuation Amendment Act (Act No. 39 of 1959), and amended, in addition to which and to any other remuneration to which the employee is entitled, every employer shall pay to each of his employees (other than apprentices serving under contracts registered under the Apprenticeship Act of 1944, as amended, and employees for whom special provisions have been made in Part IV of this Agreement) a cost of living allowance as follows:—

Class.	Wage Group.	Allowance per Week when Index = 92.9.	Adjustments.
I	Exceeding R14.60 per week	R7.508	±5.83c for each completed .226 of a point variation in index above or below 92.9.
II	Exceeding R10.833 per week but not exceeding R14.60 per week	R6.566	±5c for each completed .226 of a point variation in index above or below 92.9.
III	Exceeding R6.30 per week but not exceeding R10.83 per week	R3.35	±2.5c for each completed .226 of a point variation in index above or below 92.9.
IV	R6.30 per week and under	R3.25	±2.5c for each completed .226 of a point variation in index above or below 92.9.

(ii) The weekly allowance payable to an employee under this section may be reduced pro rata according to any period of absence from work; provided that if the absence is due to illness or a disablement falling within the provisions of the Workmen's Compensation Act and the employee concerned is not covered by the Sick Pay Fund for the Electrical Contracting and Servicing Industry (Cape), no reduction shall be made in respect of the first week of such absence.

(iii) No employee to whom the Sick Pay Fund for the Electrical Contracting and Servicing Industry (Cape) applies shall be entitled to cost of living allowance in terms of this section in respect of any period in which he is absent from work due to illness or disablement; provided that in the case of an employee whose absence from work is due to a disablement falling within the provisions of the Workmen's Compensation Act, cost of living allowance shall be payable pro rata for any day or days not recognised as compensable in terms of the said Act up to a maximum of three days cost of living allowance.

(iv) An employer who is required to pay any allowances in respect of any period of absence due to illness may require the employee to produce a medical certificate in respect of such absence before payment is made.

(v) Cost of living allowance shall be payable—

(a) during any period of paid annual leave, each employer, during the qualifying period paying a pro rata proportion thereof; and

(b) for Good Friday, Ascension Day, the Day of the Covenant, Christmas Day and New Year's Day pro rata to the ordinary hours of work of the establishment for that day of the week.

(vi) When an employee leaves one employer, any holiday leave credit concerned shall include a credit of the cost of living allowance payable in respect of that portion of the period of annual leave covered by the holiday leave credit, calculated at the rate payable at the date when the employment terminates.

(2) Any adjustment in the rate of the cost of living allowance consequent upon a variation of the index shall be effected on the first pay day in the month after publication in the *Government Gazette* of the notice reflecting such variation.

(3) The allowance referred to in sub-section (1) (i) shall be paid at the same time as the employee ordinarily receives his other remuneration.

(4) "Index" means the weighted average Consumer Price Index number of the nine areas for all items as assessed and published from time to time by the Director of Census and Statistics in the *Government Gazette*.

(5) For the purpose of ascertaining into which wage group an employee shall be deemed to fall, the "hourly rate" scheduled for the class of work of that employee multiplied by 45 shall be his wage; except that in the case of employees engaged in the Electrical Contracting Section of the Industry, the hourly rate shall be multiplied by 40.

28. LEWENSKOSTETOELAE.

(1) (i) Die uurlone in hierdie Ooreenkoms voorgeskryf, word geag enige lewenskostetoelae in te sluit wat betaalbaar is ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos voortgesit by die Wysigingswet op die Voortsetting van Oorlogsmaatreëls (Wet No. 39 van 1959), en gewysig, benewens welke en enige ander besoldiging waarop die werknemer geregtig is, elke werkgever aan elk van sy werknemers (uitgesonderd vakleerlinge wat dien kragtens kontrakte geregistreer onder die Wet op Vakleerlinge van 1944, soos gewysig, en werknemers vir wie spesiale bepalings in Deel IV van die Ooreenkoms gemaak is) 'n lewenskostetoelae soos volg moet betaal:—

Klas.	Loongroep.	Toelae per week wanneer indeks = 92.9.	Aanpassings.
I	Oor R14.60 per week	R7.508	±5.83c vir elke volle .226 van 'n punt verandering in indeks bo of onder 92.9.
II	Oor R10.833 per week maar hoogstens R14.60 per week	R6.566	±5c vir elke volle .226 van 'n punt verandering in indeks bo of onder 92.9.
III	Oor R6.30 per week maar hoogstens R10.83 per week	R3.35	±2.5c vir elke volle .226 van 'n punt verandering in indeks bo of onder 92.9.
IV	R6.30 per week en minder	R3.25	±2.5c vir elke volle .226 van 'n punt verandering in indeks bo of onder 92.9.

(ii) Die weeklikse toelae betaalbaar aan 'n werknemer ooreenkomstig dié artikel kan *pro rata* verminder word ooreenkomstig enige tydperk van afwesigheid van werk; met dien verstande dat as die afwesigheid die gevolg is van siekte of 'n besering wat deur die bepalings van die Ongevallewet gedek word en die betrokke werknemer nie gedek word deur die Siekefonds vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaa) nie, moet geen vermindering ten opsigte van die eerste week van sodanige afwesigheid gedoen word nie.

(iii) Geen werknemer op wie die Siekefonds vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaa) van toepassing is nie, is geregtig op lewenskostetoelae ooreenkomstig hierdie artikel ten opsigte van enige tydperk waarin hy van sy werk afwesig is as gevolg van siekte of besering; met dien verstande dat in die geval van 'n werknemer wie se afwesigheid van werk die gevolg is van 'n besering wat deur die bepalings van die Ongevallewet gedek word, lewenskostetoelae *pro rata* betaalbaar is vir enige dag of dae wat nie as vergoedbaar geag word ooreenkomstig genoemde Wet nie, tot 'n maksimum van drie dae se lewenskostetoelae.

(iv) Enige werkgever van wie dit vereis word om lewenskostetoelae ten opsigte van enige afwesigheid weens siekte te betaal, kan van die werknemer vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid in te lewer voordat betaling gedoen word.

(v) Lewenskostetoelae is betaalbaar—

(a) gedurende enige tydperk van betaalde jaarlikse verlof, en gedurende die kwalifiseertyd betaal elke werkgever 'n *pro rata* gedeelte daarvan; en

(b) vir Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag, in verhouding tot die gewone werkdag van die inrigting vir daardie dag van die week.

(vi) As 'n werknemer een werkgever verlaat, moet elke betrokke verlofkrediet 'n krediet insluit van die lewenskostetoelae wat ten opsigte van daardie gedeelte van die tydperk van jaarlikse verlof wat deur die vakansieverlofkrediet gedek word.

(2) Enige aanpassing aan die skaal van lewenskostetoelae wat volg op 'n verandering in die indeks, moet met ingang van die eerste betaaldag in die maand wat volg op die publikasie in die *Staatskoerant* waarin daardie verandering verskyn, aangebring word.

(3) Die toelae wat in subartikel (1) (i) voorgeskryf word, moet terselfdertyd as die werknemer gewoonlik sy ander besoldiging ontvang, betaal word.

(4) „Indeks” beteken die beswaarde gemiddelde verbruikersprysindeks van die nege gebiede vir alle items soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek vasgestel en in die *Staatskoerant* bekendgemaak.

(5) Ten einde vas te stel tot welke groep 'n werknemer gereken word, is die „tydloon” soos vasgestel vir die klas werk van daardie werknemer, vermenigvuldig deur 45, sy loon, behalwe dat die uurloon deur 40 vermenigvuldig moet word in die geval van werknemers in die afdeling Elektrotegniese Aanneming.

29. REGISTRATION OF EMPLOYERS.

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

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

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

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

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

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

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

30. EXPENSES OF THE COUNCIL.

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

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

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

Class.	Wage Group.	Column A.	Column B.	Column C.
		Employee's Contributions.	Employer's Contributions.	
		Per Week. cents.	Per Week. cents.	
I	Employees whose prescribed rate is 49·16 cents per hour or more....	10	10	
II	Employees whose prescribed rate is 37·48 cents per hour or more, but less than 49·16 cents.....	7½	7½	
III	Employees whose prescribed rate is 24·70 cents per hour or more, but less than 37·48 cents.....	5	5	
IV	Employees whose prescribed rate is 12·78 cents per hour or more, but less than 24·70 cents.....	3	3	
V	Employees whose prescribed rate is less than 12·78 cents per hour, minors and apprentices employed in designated trades during probationary period of employment	2	2	
VI	General labourers irrespective of the wages paid.....	1	1	

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

(4) To the amounts thus deducted from the wages of his employees, each employer shall add the amounts shown in column C of the table and forward the total sum together with the covering statement prescribed in Annexure A hereto to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 507 Libertas, Hertzog Boulevard, Rogge Baai, Cape Town, not later than the fifteenth day in each month.

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

29. REGISTRASIE VAN WERKGEWERS.

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

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

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

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

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

(iii) 'n Werkgever wat versuim om kragtens hierdie artikel by die Raad te registreer, word beskou dat hy 'n inrigting bestuur vir elektriese installasies en/of onderhoud en/of diens en/of werk aan elektriese uitrusting n.e.g. soos bepaal in Afdeling 1 (Aanhangsel B) en artikel 4 (1) van die Deel van die Ooreenkoms.

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

30. UITGAWES VAN DIE RAAD.

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

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

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

Klas.	Kolom A. Loongroep.	Kolom B.	Kolom C.
		Werknemers se bydraes.	Werkgewers se bydraes.
		Per week. sent.	Per week. sent.
I	Werknemers wie se voorgeskrewe loon 49·16 sent per uur of meer is	10	10
II	Werknemers wie se voorgeskrewe loon 37·48 sent per uur of meer is, maar minder as 49·16 sent..	7½	7½
III	Werknemers wie se voorgeskrewe loon 24·70 sent per uur of meer is, maar minder as 37·48 sent..	5	5
IV	Werknemers wie se voorgeskrewe loon 12·78 sent per uur of meer is, maar minder as 24·70 sent..	3	3
V	Werknemers wie se voorgeskrewe loon minder as 12·78 sent per uur is, minderjariges en vakleerlinge in aangewese bedrywe gedurende hul proefdiens tyd.....	2	2
VI	Algemene arbeiders, ongeag die lone wat betaal word.....	1	1

(3) Die bedrae in kolom B van die tabel moet deur die werkgever van die lone van sy werknemers afgetrek word.

(4) By die bedrae wat aldus van die lone van sy werknemers afgetrek word, moet elke werkgever die bedrae wat in kolom C van die tabel gewys word, voeg, en die totale som, saam met die dekkende opgawe soos voorgeskryf in Aanhangsel A hiervan, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Libertas 507, Hertzog-boulevard, Roggebaai, Kaapstad, op of voor die vyftiende dag van elke maand stuur.

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

31. STORAGE, INSURANCE AND PROVISION OF TOOLS.

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

(b) If such tools are not insured the employer shall be in any case liable for any such loss up to and including a limit value of one hundred rand (R100.00) unless the employee concerned has satisfied the insurer, before such loss, that the value of his tools exceeded that figure.

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

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

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

PART II.

SPECIAL PROVISIONS APPLICABLE TO THE ELECTRICAL CONTRACTING SECTION OF THE INDUSTRY.

1. CLASSIFICATION.

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

2. DEFINITIONS.

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

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

- (a) Loading or unloading materials;
- (b) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;
- (c) threading of piping;
- (d) assisting artisans wherever necessary, but not to perform skilled work.

3. WAGES AND/OR EARNINGS.

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

Rate 1.

Electrician's work: 49.16 cents per hour.
Labourer's work: 12.50 cents per hour.

4. SHIFTS AND HOURS OF WORK.

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

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

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

5. HOLIDAY AND UNEMPLOYMENT PAY.

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

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

31. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

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

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

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

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

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

DEEL II.

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

1. INDELING.

Hierdie afdeling maak Deel II van die Ooreenkoms uit.

2. WOORDOMSKRYWINGS.

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

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

- (a) Materiaal laai en aflaai;
- (b) groewe in mure en betonvloere vir pypeleidings uitkap en uitsny;
- (c) skroefdraad aan pype sny;
- (d) vakmanne help waar ook al nodig, maar nie geskoolde arbeid verrig nie.

3. LONE EN/OF VERDIENSTE.

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

Tarief 1.

Elektrisiën se werk 49.16 sent per uur.
Arbeiders: 12.50 sent per uur.

4. SKOPE EN WERKURE.

(1) Geen werkgever in hierdie afdeling van die Nywerheid mag sonder die toestemming van die Nywerheidsraad van 'n werknemer vereis om vroeër as 8 vm. of later as 5 nm. te werk nie; met dien verstande dat geen werknemer meer as vyf uur aan mekaar mag werk sonder 'n pouse van een uur nie.

(2) Die gewone werkure mag hoogstens 40 uur per week wees versprei oor 8 uur per dag van Maandag tot en met Vrydag.

(3) Werkende werkgewers of vennote moet die werkure nakom wat in of kragtens hierdie klousule voorgeskryf word.

5. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

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

- (1) Behoudens subartikel (2) van hierdie artikel word die verlofbetaling wat in dié artikel voorgeskryf word, bereken volgens die loonskaal wat werknemer ten tyde van sy kwalifisering ontvang, uitgesonderd in die geval van 'n werknemer wat vir aansporingsbonusse werk; sy verlofbetaling word bereken volgens sy gemiddelde weeklikse verdienste, uitgesonderd oortyd oor die laaste drie maande wat hy werklik op aansporingsbonusse gewerk het voordat hy op verlof geregtig geword het, of oor die weke wat hy werklik op aansporingsbonusse gewerk het sedert die aanvang van sy diens, na gelang van die kortste tydperk.

- (2) If an employee does not work on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever Day of the Covenant, Christmas Day or New Year's Day falls on a Saturday an employee who does not work on such day shall be paid at his ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period Monday to Friday inclusive; and provided further that this sub-section shall not apply to an employee who is on annual holiday in terms of sub-section (3) of this section. For purposes of this sub-section, the ordinary hourly rates of employees employed on the incentive bonus system shall be at the rates scheduled in this Agreement for the class of work being performed.
- (3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' holiday, subject to the following conditions:—
- (a) The qualification for such holiday shall be 245 shifts (whether worked for one or more employers) exclusive of overtime, actually worked on a five-day working week basis; provided that—
- subject to sub-paragraph (ii) hereof, employment for less than 25 shifts, with the same employer shall not count for holiday payment purposes; provided that an employee who is laid off, after working 15 shifts shall be credited with the number of shifts actually worked for holiday payment purposes;
 - where an employee's service with the same employer is broken in terms of sub-paragraph (i) hereof, and he resumes work for the same employer, he shall be credited for holiday payment purposes with the total number of shifts, worked with such employer, provided that he does not work for another employer in the interim;
 - any period of absence on account of sickness aggregating not more than 52 shifts in any one year of service, shall count for holiday purposes, provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes, provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act and the periods of absence counting for holiday purposes shall be the periods of disablement admitted by the said Act;
 - any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts, worked towards his holiday qualification, with a maximum penalty of 25 shifts, in any one qualifying period for annual leave, provided that notification of such absence shall be made by the employer, in writing to the Council within seven days of such absence;
 - periods of absence on the additional week's leave or accumulations thereof provided for in sub-section (10) of this section shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.
- (b) The holiday shall include four weekends and be for one unbroken period.
- (c) Should either Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.
- (d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.
- (e) The holiday shall be granted by the employer so as to commence within a period of three months of due date.
- (f) An employee shall be entitled to and shall take his holiday within a period of three months from due date, unless exemption be granted by the Council.
- (g) No employee shall engage in any employment for gain during the period of his holiday.
- (4) (a) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him, on his ceasing work to go on holiday, at the offices of the Industrial Council during the prescribed hours.
- (b) The employer shall, at the time that the employee proceeds on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes.
- (2) As 'n werknemer nie op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom vir dié dag minstens sy gewone loon betaal asof hy sy gewone werkkure vir dié dag van die week gewerk het; met dien verstande dat wanneer Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op dié dag werk nie, teen sy gewone uurtarief betaal moet word vir die getal ure waarvoor hy betaal sou moes word as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en met dien verstande verder dat hierdie subartikel nie van toepassing is op 'n werknemer wat kragtens subartikel (3) van dié artikel met jaarlikse verlof is nie. Vir die toepassing van hierdie subartikel is die gewone-uurtarief van 'n werknemer wat vir 'n aansporingsbonus werk, die skaal in die Ooreenkoms voorgeskryf vir die klas werk wat verrig word.
- (3) Elke werknemer is kragtens hierdie Ooreenkoms op drie aaneenlopende weke verlof geregtig, op onderstaande voorwaardes:—
- Om op verlof geregtig te wees, moet 'n werknemer 245 skofte, uitgesonderd oortyd, op 'n grondslag van vyf dae per week, werk (hetsy vir een of meer werkgevers); met dien verstande dat—
 - behoudens subparagraaf (ii) hiervan, 'n dienstyd van minder as 25 skofte by een werkgever nie vir verlofbetalingsdoeleindes gereken word nie; met dien verstande dat, as 'n werknemer se diens tydelik opgeskort word nadat hy 15 skofte gewerk het, hy vir verlofbetalingsdoeleindes gekrediteer word met die getal skofte wat hy werklik gewerk het;
 - indien 'n werknemer se diens by 'n werkgever kragtens subparagraaf (i) hiervan onderbreek word en hy daarna sy diens by dieselfde werkgever hervat, hy vir verlofbetalingsdoeleindes gekrediteer word met die volle getal skofte wat hy vir dié werkgever gewerk het, mits hy nie in die tussentyd vir 'n ander werkgever werk nie;
 - enige afwesigheidstydperk weens siekte van hoogstens 52 skofte in een diensjaar vir verlofdoeleindes gereken word; met dien verstande dat die werkgever van die werknemer kan vereis om 'n doktersertifikaat te toon ter staving van die oorsaak van afwesigheid. Afwesigheidstydperke weens 'n ongeluk wat uit en in die loop van die werknemer se diens ontstaan, word vir verlofdoeleindes gereken, mits die ongeluk binne die bepaling van die Ongevallewet val en die afwesigheidstydperke wat vir verlofdoeleindes gereken word, sodanige tydperke van ongeskiktheid is as wat deur genoemde Wet toegelaat word;
 - enige werknemer wat afwesig is sonder 'n rede wat die werkgever tevrede stel, ten opsigte van elke skof of werkdag wat hy weens dié afwesigheid verloor, vyf skofte verbeur wat vir verlofdoeleindes tel, met 'n maksimum straf van 25 skofte in een kwalifiseertydperk vir jaarlikse verlof; met dien verstande dat die werkgever die Raad binne sewe dae na sulke afwesigheid skriftelik daarvan in kennis moet stel;
 - afwesigheid weens die ekstra week verlof in subartikel (10) van hierdie klousule vermeld of 'n opgelope tydperk ten opsigte daarvan, word vir verlofdoeleindes gereken op grondslag van die getal skofte wat die werknemer in gewone omstandighede gedurende die betrokke tydperk sou gewerk het.
 - Die verlof moet vier naweke insluit en aaneenlopend wees.
 - Indien Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag binne die verloftyd val, moet een dag met volle besoldiging by die verloftyd gevoeg word ten opsigte van so 'n openbare vakansiedag.
 - Die werknemer moet binne 'n maand na die datum waarop hy op verlof geregtig word, aansoek daarom doen.
 - Die werkgever moet die verlof só toestaan, dat dit binne drie maande na die datum begin waarop die werknemer daarop geregtig word.
 - 'n Werknemer bly op verlof geregtig vir 'n tydperk van drie maande na die datum waarop hy daarop geregtig word, en hy moet dit binne hierdie drie maande neem tensy die Raad vrystelling verleen.
 - Geen werknemer mag tydens sy verlof vir loon werk nie.
- (4) (a) Wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die bedrag wat ten opsigte van sy verlof aan hom verskuldig is, gedurende die voorgeskrewe ure by die kantoor van die Nywerheidsraad aan hom betaal word wanneer hy ophou met werk om met verlof te gaan.
- (b) Wanneer 'n werknemer met jaarlikse verlof gaan, moet sy werkgever 'n verlofbewys in 'n vorm wat vir die Raad aanneemlik is en waarop die werknemer se handtekening vir verifieerdoeleindes voorkom, aan die Raad stuur.

- (5) At the end of each and every calendar month and not later than seven days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled and shall furnish a voucher setting out the number of shifts which count for holiday purposes. A copy of this voucher shall be handed to the employee concerned.
- (6) When the employment of an employee terminates before he becomes entitled to holiday payments in terms of sub-section (5) of this section, he shall be credited with the proportionate number of shifts. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts, which count for holiday payment purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday payments to which the employee is so entitled.
- (7) (a) When the period of unemployment between one engagement and another is more than five working days, an employee on presenting his voucher or vouchers to the Industrial Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions either when next he qualifies for leave or becomes unemployed for a longer period than five days.
- (b) Any employee claiming and receiving payment in terms of paragraph (a) of this sub-section shall, on obtaining further employment in the industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this section, the leave equivalent of such balance shall be credited to him.
- (8) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself, as the case may be, through the Industrial Council.
- (9) (a) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, an employee who has been furnished with a voucher in terms of sub-section (6) of this section and is no longer employed in the industry shall be entitled, subject to paragraph (b) of this sub-section, on presenting the voucher to the Council in the region of origin to payment thereon of any unpaid balance standing to his credit on the books of the Council.
- (b) Any voucher issued to an employee in terms of sub-section (6) of this section shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of the employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payment from the funds of the Council to such employees as are referred to herein.
- (10) (a) An employee who has been in continuous employment with one employer on qualifying for his tenth period of annual leave as provided for in terms of sub-section (3) of this section, and each year thereafter whilst in the employ of the same employer, shall be entitled to an extra week's paid leave at the employers convenience or to the equivalent value thereof provided that by mutual arrangement between employer and employee—
- the holiday referred to in sub-section (3) of this section may be extended by an extra week on full pay; or
 - the extra week's leave on full pay may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.
- (b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the annual holiday provided for in
- (5) Aan die einde van elke kalendermaand en hoogstens sewede dae daarna moet elke werkgewer aan die Sekretaris van die Raad die bedrag stuur van die verlofbetaling waartoe al sy werknemers of enige van hulle geregtig is en 'n bewys verstrek waarop die getal skofte voorkom wat vir verlofdoeleindes gereken word; 'n kopie van hierdie bewys moet aan die betrokke werknemer gegee word.
- (6) Indien die diens van 'n werknemer eindig voordat hy op betaalde verlof ooreenkomstig subartikel (5) van hierdie artikel geregtig is, moet hy met die proporsionele aantal skofte gekrediteer word. Die werkgewer moet, wanneer die werknemer sy diens verlaat, hom van 'n bewys voorsien waarin die aantal skofte gewerk, wat vir verlofbetalingsdoeleindes gereken word, uiteengesit is, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent van die verlof waarop die werknemer aldus geregtig is, stuur.
- (7) (a) Indien die tydperk van werkloosheid tussen twee diens-tye meer as vyf werkdade is, is 'n werknemer by ver-toning van sy bewys of bewyse aan die Nywerheids-raad geregtig om gedurende elke week van sy werkloosheid uit die bedrag wat hy te goed het 'n bedrag te ontvang van minstens R4 of die bedrag wat hy te goed het, na gelang van die kleinste, maar hoogstens die helfte van die loon wat hy ontvang het, toe hy werkloos geword het, na gelang van die grootste tot tyd en wyl die tegoed wat in die bewys of bewyse aangedui is, uitgeput is. Ingeval die werknemer werk kry voordat die tegoed uitgeput is, moet hy in die boeke van die Raad gekrediteer word met die bedrag wat nog nie uitbetaal is nie, en dit is vir hom beskik-baar ooreenkomstig die voorafgaande bepalings wan-neer hy of weer vir verlof kwalifiseer, of vir 'n tyd-perk van meer as vyf dae werkloos word.
- (b) 'n Werknemer wat betaling ooreenkomstig paragraaf (a) van hierdie subartikel eis en ontvang, moet, wanneer hy weer in die nywerheid werk kry, van die datum waarop hy die werk aanvaar, vir verlof begin kwalifiseer; met dien verstande dat as daar enige onopge-eiste saldo is waarmee hy ooreenkomstig hierdie artikel gekrediteer moet word, hy gekrediteer moet word met verlof gelykstaande aan die saldo.
- (8) Ingeval 'n werknemer sterf of in die loop van sy diens onbekwaam raak om sy beroep uit te oefen, is die bedrag aan hom verskuldig ten opsigte van verlof, betaalbaar aan sy boedel of aan homself, na gelang van die geval, deur tussenkoms van die Nywerheidsraad.
- (9) (a) Na verloop van minstens 49 weke, gereken van die datum waarop die tydperk van diens wat deur die bewys gedek word, begin, het enige persoon aan wie 'n bewys kragtens subartikel (6) van hierdie artikel uit-gereik is en wat nie langer in die nywerheid in diens is nie, behoudens paragraaf (b) van hierdie sub-artikel, reg op aanbidding van die bewys aan die Raad in die streek van oorsprong vir betaling daarteen van enige onbetaalde saldo waarmee hy in die Raad se boeke gekrediteer staan.
- (b) Enige bewys wat kragtens subartikel (6) van hierdie artikel aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar van die datum van die laaste skof wat deur die werknemer gewerk is, en bedrae in die kredit van 'n werknemer in die boeke van die Raad moet na verstryking van dié tydperk die fondse van die Raad toekom; met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na die verstryking van genoemde tyd gemaak word, in oor-weging moet neem, en kan hy na goeë dunske 'n *ex gratia*-betaling aan werknemers wat hierin genoem word, van die fondse van die Raad maak.
- (10) (a) 'n Werknemer wat in ononderbroke diens by dieselfde werkgewer was, is, wanneer hy vir sy tiende verlof-tydperk kwalifiseer soos bepaal ooreenkomstig sub-artikel (3) van dié artikel, en elke jaar daarna terwyl hy in diens by dieselfde werkgewer is, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgewer gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge oor-eenkoms tussen werkgewer en werknemer—
- die verlof met betaling soos in subartikel (3) van hierdie artikel voorgeskryf, met 'n ekstra week met volle betaling verleng kan word; of
 - die ekstra week betaalde verlof vir die jaar van kwalifisering uitgestel kan word en die werknemer dit kan laat oploop totdat hy vir drie sodanige ekstra weke verlof met betaling kwalifiseer.
- (b) Wanneer die werkgewer en werknemer ooreenkom soos in paragraaf (a) (ii) bepaal en die werknemer vir drie sodanige ekstra weke van verlof met betaling (hierna genoem „die opgeloopte verlof”) gekwalifiseer het, moet die opgeloopte verlof deur die werkgewer toe-gestaan en deur die werknemer geneem word wanneer hy sy verlof met betaling soos in subartikel (3) van

sub-section (3) of this section, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for his annual holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

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

(11) Saving as is otherwise provided herein, employment for purposes of this 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.

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

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

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

- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

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

6. SPECIAL BONUS.

(1) This section shall not apply to employees employed in terms of Parts I and III of this Agreement, apprentices, trainees, any category of Rates 8, 9, 10 and 11 work, labourers, watchmen or police boys.

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

(a) In respect of all employees for whom a wage of 49.16 cents per hour is prescribed in this Part of the Agreement, the employer shall pay each of these employees a bonus of R65.50 per annum. The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, and forward the money equivalent of the bonus, calculated *pro rata* monthly, to the Secretary of the Council, within seven days after the end of each and every month along with the money equivalent of the holiday payments referred to in section 5 (5) of this Part of the Agreement.

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

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

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

(5) For the purpose of this section—

"shift" means one day's work of eight hours worked from Monday to Friday inclusive;

"per annum" means 245 shifts and shall include the paid holidays referred to in section 5 (2) of this Part of the Agreement.

7. SPECIAL COMPENSATORY ALLOWANCE.

(1) This section shall not apply to employees employed in terms of Parts I and III of the Agreement, apprentices, trainees, any category of Rates 8, 9, 10 and 11 work, labourers, watchmen or police boys.

hierdie artikel voorgeskryf, neem, tensy, na gelang van wat die werkgewer en werknemer ooreenkom, die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgewer die werknemer in elk geval in staat moet stel om die opgeloopte verlof te neem in die tydperk voordat hy vir sy volgende verlof met betaling kwalifiseer en dat, indien die werknemer versuim om die opgeloopte verlof binne daardie tydperk te neem, hy sy reg daartoe verbeur.

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

(11) Uitgesonderd soos andersins hierin bepaal, word dit vir die toepassing van hierdie artikel beskou dat diens begin op die datum waarop 'n werknemer by die werkgewer in diens tree, of, na gelang van die jongste datum, die datum waarop hy laas tot verlof geregtig geword het.

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

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

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

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

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

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

6. SPESIALE BONUS.

(1) Dié artikel is nie van toepassing nie op werknemers in diens kragtens Dele I en III van die Ooreenkoms, vakleerlinge, kwekelinge, enige klas werk onder tariewe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens.

(2) Wanneer 'n werkgewer kragtens artikel 5 van dié deel van die Ooreenkoms verlofbetalings na die Raad stuur moet hy terselfdertyd die geldwaarde van 'n spesiale bonus, soos volg oordra:—

(a) Aan alle werknemers vir wie 'n loon van 49.16 sent per uur in dié deel van die Ooreenkoms voorgeskryf word, moet die werkgewer 'n bonus van R65.50 per jaar betaal. Die werkgewer moet die bedrag inskryf op 'n bewys wat aan die werknemer gegee moet word en waarop ook die getal skofte wat vir die bonus tel, voorkom, en die geldwaarde van die bonus, maandeliks *pro rata* bereken, saam met die geldwaarde van die verlofbetaling wat in artikel 5 (5) van dié Deel van die Ooreenkoms vermeld is, binne sewe dae na die einde van elke maand aan die Sekretaris van die Raad stuur.

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

(3) As 'n werknemer se diens beëindig word voordat hy ingevolge artikel 5 van dié deel van die Ooreenkoms op verlof geregtig word, moet hy met 'n deel van die bonus wat vir sy klas voorgeskryf word, in verhouding tot die getal skofte wat hy vir verlofdoeleindes gewerk het, gekrediteer word. Die werkgewer moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word en waarop die aantal skofte wat vir verlofbetalingsdoeleindes tel, uiteengesit word, en onmiddellik die geldwaarde van die bonus aan die Sekretaris van die Raad stuur tesame met die geldwaarde van die betaalde verlofkrediet.

(4) Wanneer die bonus ingevolge dié bepaling van subartikels (2) en (3) aan die Raad gestuur word, is die bepaling van subartikels (7), (8), (9) en (13) van artikel 5 van dié deel van die Ooreenkoms, met betrekking tot die geldwaarde van die betaalde verlofkrediet, *mutatis mutandis* van toepassing.

(5) Vir die toepassing van dié artikel beteken—

„skof” een werkdag van agt uur wat van Maandag tot en met Vrydag gewerk word;

„per jaar” 245 skofte, en sluit die betaalde verlof in wat in artikel 5 (2) van dié Deel van die Ooreenkoms vermeld word.

7. SPESIALE VERGOEDINGSTOELAE.

(1) Dié artikel is nie van toepassing op werknemers in diens ooreenkomstig Dele I en III van die Ooreenkoms, ook nie op vakleerlinge, kwekelinge, enige klas werk onder tariewe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens nie.

(2) Whenever an employer remits to the Council holiday payments in terms of section 5 of this Part of the Agreement he shall at the same time remit the money equivalent of a special compensatory allowance as follows:—

(a) In respect of all employees for whom a wage of 49·16 cents per hour is prescribed in this Part of the Agreement, the employer shall pay each of these employees a special compensatory allowance of R24·50 per annum. The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the special compensatory allowance and forward the money equivalent of the special compensatory allowance calculated *pro rata* monthly, to the Secretary of the Council within seven days after the end of each and every month together with the money equivalent of the Holiday Payments referred to in section 5 (5) of this Part of the Agreement.

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

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

(4) Whenever the special compensatory allowance is remitted to the Council in terms of sub-sections (2) and (3) of this section, the provisions of sub-sections (7), (8), (9) and (13) of section 5 of this Part of the Agreement relating to the money equivalent of the holiday payment entitlement shall *mutatis mutandis* apply.

(5) For the purpose of this section—

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

“per annum” means 245 shifts and shall include the paid holidays referred to in section 5 (2) of this Part of the Agreement.

8. COST OF LIVING ALLOWANCE.

(1) Every employer shall pay to each of his employees employed as labourers in addition to any other remuneration to which the employee is entitled a cost of living allowance in terms of War Measure No. 43 of 1942, as continued by the War Measures Continuation Amendment Act (Act No. 39 of 1959), as amended or as may be amended from time to time.

(2) Every employer shall pay to each of his employees engaged on electrician’s work in addition to any other remuneration to which the employee is entitled, a cost of living allowance as follows:—

Allowance per Week when Index figure = 92·9.	Adjustments.
R8·10½	±5·83c for each completed ·226 of a point variation in Index above or below 92·9.

(i) (a) The weekly allowance payable to an employee under this section may be reduced *pro rata* according to any period of absence from work; provided that if the absence is due to illness or a disablement falling within the provisions of the Workmen’s Compensation Act and the employee concerned is not covered by the Sick Pay Fund for the Electrical Contracting and Servicing Industry (Cape), no reduction shall be made in respect of the first week of such absence.

(b) No employee to whom the Sick Pay Fund for the Electrical Contracting and Servicing Industry (Cape) applies shall be entitled to a cost of living allowance in terms of this section in respect of any period for which he is absent from work due to illness or disablement; provided that in the case of an employee whose absence from work is due to a disablement falling within the provisions of the Workmen’s Compensation Act, cost of living allowance shall be payable *pro rata* for any day or days not recognised as compensable in terms of the said Act up to a maximum of three days’ cost of living allowance.

(ii) Any employer who is required to pay any allowances in respect of any period of absence due to illness may require the employee to produce a medical certificate in respect of such absence before payment is made.

(2) Wanneer ’n werkgewer verlofsoldy aan die Raad stuur kragtens artikel 5 van dié deel van die Ooreenkoms moet hy terselfdertyd die geldekwivalent van ’n spesiale vergoedingstoelae soos volg aanstuur:—

(a) Ten opsigte van alle werknemers vir wie ’n loon van 49·16 sent per uur voorgeskryf word in dié deel van die Ooreenkoms, moet die werkgewer elk van die werknemers ’n spesiale vergoedingstoelae van R24·50 per jaar betaal. Die werkgewer moet die bedrag daarvan op ’n bewys inskrywe wat aan die werknemer verskaf moet word waarop die getal skofte genoem word wat vir die spesiale vergoedingstoelae tel en die geldekwivalent van die spesiale vergoedingstoelae wat maandeliks *pro rata* bereken word, aan die Sekretaris van die Raad stuur binne sewe dae na die einde van elk en iedere maand tesame met die geldekwivalent van die verlofsoldy genoem in artikel 5 (5) van dié deel van die Ooreenkoms.

(b) Behalwe soos bepaal by artikel 5 (6) van dié deel, moet die totale bedrag aan spesiale vergoedingstoelae wat in die krediet van ’n werknemer staan, ten volle aan hom uitbetaal word wanneer hy kragtens artikel 5 (3) van dié deel van die Ooreenkoms met verlof vertrek.

(3) Wanneer die diens van ’n werknemer eindig voordat hy geregtig word op betaalde verlof kragtens artikel 5 van dié Deel van die Ooreenkoms, moet die werknemer gekrediteer word met ’n deel van die spesiale vergoedingstoelae gespesifiseer vir sy klas in verhouding tot die getal skofte, wat aan hom vir verlof doeleindes gekrediteer word. Die werkgewer moet die bedrag daarvan inskryf op ’n bewys wat aan die werknemer verskaf moet word en waarin die getal skofte wat vir die spesiale vergoedingstoelae tel, uiteengesit word, en die geldekwivalent van die spesiale vergoedingstoelae onmiddellik aan die Sekretaris van die Raad stuur saam met die geldekwivalent van die betaalde verlofkrediet.

(4) Wanneer die spesiale vergoedingstoelae aan die Raad gestuur word kragtens subartikels (2) en (3) van dié artikel, is die bepalings van subartikels (7), (8), (9) en (13) van artikel 5 van dié Deel van die Ooreenkoms betreffende die geldekwivalent van die betaalde verlofkrediet *mutatis mutandis* van toepassing.

(5) Vir die toepassing van dié artikel beteken—

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

„per jaar” 245 skofte en sluit die betaalde verlof in genoem in artikel 5 (2) van dié Deel van die Ooreenkoms.

8. LEWENSKOSTETOELAE.

(1) Elke werkgewer moet aan elk van sy werknemers wat in diens is as arbeiders, benewens enige ander besoldiging waarop die werknemer geregtig is, ’n lewenskostoelae betaal ingevolge Oorlogsmaatreeël No. 43 van 1942, soos voortgesit by die Wysigingswet op die Voortsetting van Oorlogsmaatreeëls (Wet No. 39 van 1959), soos gewysig, of soos dit van tyd tot tyd gewysig mag word.

(2) Elke werkgewer moet aan elkeen van sy werknemers wat die werk van ’n elektrisiën verrig, benewens enige ander besoldiging waarop die werknemer geregtig is, ’n lewenskostoelae soos volg betaal:—

Toelae per week wanneer indeksyfer = 92·9.	Aanpassings.
R8·10½	±5·83c vir elke volle ·226 van ’n punt verandering in indeks bo of onder 92·9.

(i) (a) Die weeklikse toelae betaalbaar aan ’n werknemer ooreenkomstig dié artikel kan *pro rata* verminder word ooreenkomstig enige tydperk van afwesigheid van werk; met dien verstande dat as die afwesigheid die gevolg is van siekte of ’n besering wat deur die bepalings van die Ongevallewet gedek word en die betrokke werknemer nie gedek word deur die Siekefonds vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) nie, moet geen vermindering ten opsigte van die eerste week van sodanige afwesigheid gedoen word nie.

(b) Geen werknemer op wie die siekefonds vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) van toepassing is, is geregtig op lewenskostoelae ooreenkomstig hierdie artikel ten opsigte van enige tydperk waarin hy van sy werk afwesig is as gevolg van siekte of besering nie; met dien verstande dat in die geval van ’n werknemer wie se afwesigheid van werk die gevolg is van ’n besering wat deur die bepalings van die Ongevallewet gedek word, lewenskostoelae *pro rata* betaalbaar is vir enige dag of dae wat nie as vergoedbaar geag word ooreenkomstig genoemde Wet nie, tot ’n maksimum van drie dae se lewenskostoelae.

(ii) Enige werkgewer van wie die vereis word om lewenskostoelae ten opsigte van enige afwesigheid weens siekte te betaal, kan van die werknemer vereis om ’n doktersertifikaat ten opsigte van sodanige afwesigheid in te lewer voordat betaling gedoen word.

(iii) Cost of living allowance shall be payable—

- (a) during any period of paid annual leave, each employer during the qualifying period paying a pro rata proportion thereof; and
- (b) for Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day pro rata to the ordinary hours of work of the establishment for that day of the week.

(iv) When an employee leaves one employer any holiday leave credit of that employee shall include a credit of the cost of living allowance payable in respect of that portion of the period of annual leave covered by the holiday leave credit, calculated at the rate payable at the date when the employment terminates.

(3) Any adjustment in the rate of cost of living allowance consequent upon a variation of the index shall be affected on the first pay day in the month after publication in the *Government Gazette* of the Notice reflecting such variation.

(4) The allowance referred to in sub-sections (1) and (2) shall be paid at the same time as the employee ordinarily receives his other remuneration.

(5) "Index" means the weighted average Consumer Price Index number of the nine areas for all items as assessed and published from time to time by the Director of Census and Statistics in the *Government Gazette*.

(6) For the purpose of ascertaining into which wage group an employee shall be deemed to fall, the "hourly rate" scheduled for the class of work of that employee multiplied by 40 shall be his wage.

9. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND CERTAIN PUBLIC HOLIDAYS.

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

- (a) At one and one-half times the hourly rate during the first six hours immediately following the normal shift.
- (b) Thereafter, at the rate of double time until the usual starting time of the employee's next normal shift.

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

(3) Whenever an employee works on—

- (i) a Sunday, he shall be paid at the rate of double time for all hours worked; provided that in no case shall he receive less than a minimum of four hours' pay at double time;
- (ii) Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, he shall be paid for the hours for which, had he not worked, he would be paid in terms of sub-section (2) of section 5 of this Part of the Agreement, and shall be paid in addition at the rate of time and one-half for time worked up to the said number of hours; thereafter, treble time shall be paid until the usual starting time next day.

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

(5) The provisions for minimum payments in respect of overtime contained in sub-section (3) (i) and sub-section (4) hereof shall not apply to employees on standby duty.

10. DANGEROUS WORK.

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

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

- (a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
- (b) performed on the outside of a building, other than in the course of the erection of a new building on or from a swinging scaffold, boatswain's chair, or roof or extens on ladder, at a height of more than 30 feet from the ground level, in connection with the renovation, alteration or repair of such building, or the erection of illuminations or the hanging of bunting;
- (c) performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;
- (d) performed in old sewers.

(iii) Lewenskostetoelae is betaalbaar—

- (a) gedurende enige tydperk van jaarlikse verlof, en gedurende die kwalifiseertyd betaal elke werkgewer 'n *pro rata* gedeelte daarvan; en
- (b) vir Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag, in verhouding tot die gewone werke van die inrigting vir daardie dag van die week.

(iv) As 'n werknemer die diens van 'n werkgewer verlaat, moet enige betrokke vakansieverlofkrediet ook die lewenskostekrediet insluit wat betaalbaar is vir daardie gedeelte van die tydperk van jaarlikse verlof wat deur die vakansieverlofkrediet gedek word, bereken teen die skaal wat betaalbaar is op die datum wanneer die diens eindig.

(3) Enige aanpassing van die lewenskostetoelae weens 'n verandering in die indekssyfer, tree in werking op die eerste betaaldag in die maand na die publikasie in die *Staatskoerant* van die kennisgewing wat die verandering aankondig.

(4) Die toelae genoem in subartikels (1) en (2) moet terselfder tyd betaal word wanneer die werknemer op die gewone wyse sy ander besoldiging ontvang.

(5) „Indeks” beteken die beswaarde gemiddelde verbruikersprysindekssyfer van die nege gebiede vir alle items soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek vasgestel en in die *Staatskoerant* bekendgemaak.

(6) Om die loongroep vas te stel waarin daar gereken sal word dat 'n werknemer val, moet die „uurskaal” wat vir die soort werk van daardie werknemer vasgestel is, deur 40 vermenigvuldig word.

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

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

- (a) Vir die eerste ses uur onmiddellik na die normale skof gewerk, teen een en 'n half maal die gewone loon.
- (b) Daarna teen dubbel die gewone skaal tot die begin van die werknemer se volgende normale skof.

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

(3) As 'n werknemer op—

- (i) Sondag werk, moet hy vir alle ure wat gewerk word, teen dubbel die gewone skaal betaal word; met dien verstande dat hy onder geen omstandighede minder as 'n minimum van vier uur se loon teen dubbel die skaal moet ontvang nie;
- (ii) Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag werk, moet hy betaal word vir die ure waarvoor hy, as hy nie gewerk het nie, betaal sou gewees het kragtens subartikel (2) van artikel 5 van die Deel van die Ooreenkoms, en moet boonop betaal word teen een en 'n half maal die gewone skaal vir tyd wat tot op die genoemde getal ure gewerk word; daarna moet teen drie maal die gewone skaal betaal word tot die gewone begintyd op die volgende dag.

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

(5) Die bepalinge vir minimum besoldiging ten opsigte van oortyd vervat in subartikel (3) (i) en subartikel (4) hiervan is nie van toepassing op klaarstaandienste nie.

10. GEVAARLIKE WERK.

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

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

- (a) in 'n statutêre, provinsiale of munisipale wet of regulasie oor die bouwyerheid wat in 'n dorp of plek waar sulke werk verrig word, van krag is, as gevaarlik geklassifiseer word;
- (b) aan die buitekant van 'n gebou verrig word (uitgesonderd waar 'n nuwe gebou opgerig word, van 'n hangsteier of -stoel, dak of skuifloor) meer as 30 voet bo die grond, in verband met die opknapping, verandering of herstel van 'n gebou, die aanbring van ligte of die ophang van vlaggies;
- (c) op 'n alleenstaande gemesselde of staalkoorsteen meer as 30 voet bo die grond verrig word;
- (d) in ou riole verrig word.

11. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, noon and in the afternoon, and shall provide a time not exceeding six minutes in the morning and again in the afternoon for the taking of tea, such times to be agreed upon in consultation between the employer and employees, on each job. No employee may leave the position where he is working for tea, in the morning or afternoon.

12. PROPORTION OF ELECTRICIANS OR JOURNEYMEN TO OTHER EMPLOYEES.

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

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

13. STORAGE, INSURANCE AND PROVISION OF TOOLS.

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

(b) If such tools are not insured the employer shall be in any case liable for any such loss, up to and including a limit value of one hundred rand (R100.00), unless the employee concerned has satisfied the insurer, before such loss, that the value of his tools exceeded that figure.

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

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

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

14. NOTICE BOARDS.

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

PART III.

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

1. INTRODUCTION.

Saving in so far as they are in conflict with this Part of the Agreement, in which case the terms hereinafter provided shall obtain and have preference, the conditions specified in Part I of the Agreement shall apply to employees employed on work classified at Rate 1 in section 4 of Part I and employees scheduled in Division 5 (Annexure F) employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry.

2. DEFINITIONS.

(1) For the purpose of this section—

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

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

3. HOLIDAY AND UNEMPLOYMENT PAY.

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

11. VERVERSINGS.

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

12. GETALVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER INGELYSTE TARIËWE.

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

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

13. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

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

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

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

Skroefsnijgereedskap soos stokke, snymoere, snytappe, pypskroewe, blaaslampe, vyle en ystersaagblaie, groot hamers van 3 lb. en swaarder, beitels vir groewe kap, staaltrekbande, muurproppgereedskap, trekskroewe en veiligheidsgordels.

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

14. KENNISGEWINGBORDE.

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

DEEL III.

SPESIALE BEPALINGS VAN TOEPASSING OP DIE NYWERHEIDSAFDELING VIR DIE BEDIENING VAN RADIO'S, KOELKASTE EN/OF HUISHOUDELIKE TOESTELLE.

1. INLEIDING.

Uitgesonderd waar hulle strydig is met hierdie deel van die Ooreenkoms—in dié geval is die voorwaardes wat hierop volg van toepassing en moet voorrang geniet—is die bepalings van Deel 1 van die Ooreenkoms van toepassing op werknemers in diens vir werk geklassifiseer onder tarief 1 in artikel 4 van Deel I en werknemers ingelys in Afdeling 5 (Aanhangsel F) in diens in die nywerheidsafdeling vir die bediening van radio's, koelkaste en/of huishoudelike toestelle.

2. WOORDOMSKRIVINGS.

(1) Vir die toepassing van hierdie artikel beteken—

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

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

3. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

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

(2) All public holidays in terms of the Public Holidays Act, 1952, or as may be amended from time to time, shall be paid holidays in respect of which an employee shall be paid not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

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

(a) The qualification for such holiday shall be 290 shifts (whether worked for one or more employers), exclusive of overtime actually worked on a six-day working week basis, or 49 calendar weeks of employment in the case of an employee working on a five-day week basis; provided that—

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

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

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

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

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

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

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

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

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

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

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

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

(b) The employer shall at the time of making the payment referred to in sub-paragraph (a) hereof or in section 14 (2) of Part I of the Agreement forward to the Council a holiday receipt voucher drawn up and supplied by the Council and containing the employee's signature as a receipt for the payment.

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

(2) Alle openbare vakansiedae ingevolge die Wet op Openbare Feesdae, 1952, of soos dit van tyd tot tyd gewysig kan word, is vakansiedae met betaling ten opsigte waarvan 'n werknemer minstens teen sy gewone skaal van besoldiging betaal moet word asof hy op daardie dag sy gemiddelde gewone werkkure vir die dag van die week gewerk het.

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

(a) Die kwalifikasie van sulke verlof is 290 skofte, uitgesonderd oortyd (of dit vir een of meer werkgewers gewerk is) wat werklik op die basis van 'n sesdaagse werkweek gewerk is, of 49 kalenderweke diens in die geval van 'n werknemer wat 'n vyfdaagse week werk; met dien verstande dat—

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

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

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

(iv) enige werknemer wat van die werk wegbly sonder 'n rede wat sy werkgewer tevrede stel, verbeur ten opsigte van elke skof of werkdag wat hy gedurende die afwesigheid verloor, vyf skofte of, na gelang van die geval, 5/6des van 'n week wat vir verlofdoeleindes gewerk is, met 'n maksimum boete van 30 skofte of vyf kalenderweke in 'n kwalifiseertydperk vir verlof met betaling; met dien verstande dat die werkgewer binne sewe dae na die afwesigheid die Raad skriftelik daarvan in kennis moet stel;

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

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

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

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

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

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

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

(4) (a) As 'n werknemer op die punt staan om verlof te neem, moet die geld wat ten opsigte van die verlof aan hom betaalbaar is, deur sy werkgewer in kontant aan hom uitbetaal word by staking van sy werk om met verlof te gaan.

(b) Die werkgewer moet saam met die betaling wat in subparagraaf (a) hiervan of in artikel 14 (2) van Deel I van die Ooreenkoms voorgeskryf word, 'n verlofkwitansiebewys in die vorm wat deur die Raad opgestel en deur hom verskaf en voorsien is van die werknemer se handtekening as bewys vir die bogenoemde betaling, aan die Raad stuur.

(5) As 'n werknemer se diens eindig voordat hy kragtens subartikel (3) van hierdie artikel op verlof geregtig geword het, moet hy met die eweredige getal skofte, of, na gelang van die geval, kalenderweke gekrediteer word. Die werkgewer moet aan die werknemer, wanneer hy sy diens verlaat, 'n bewys uitreik wat die getal skofte, of, na gelang van die geval, kalenderweke wat vir verlofdoeleindes meetel, aantoon en onmiddellik die kontant waarde van die verlof waarop die werknemer reg het, aan die Sekretaris van die Raad stuur.

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

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

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

(8) (a) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, an employee who has been furnished with a voucher in terms of sub-section (5) of this section and is no longer employed in the Industry shall be entitled, subject to paragraph (b) of this sub-section, on presenting the voucher to the Council in the Region of origin to payment thereon of any unpaid balance standing to his credit on the books of the Council.

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

(9) (a) Any employee who has been in continuous employment with one employer on qualifying for his tenth period of annual leave as provided for in terms of sub-section (3) of this section and each year thereafter whilst in the employ of the same employer shall be entitled to an extra week's paid leave at the employer's convenience, or to the equivalent thereof; provided that by mutual arrangement between the employer and employee—

- (i) the paid holiday referred to in sub-section (3) of this section may be extended by an extra week; or
- (ii) the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.

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

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

(10) Saving as is otherwise provided herein, employment for purposes of this 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.

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

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

(12) Notwithstanding the foregoing provisions of this section, an employer and his employee to whom this section apply may mutually agree that the provisions of section 13 of Part I of this Agreement shall be substituted therefor.

(13) Every employer in this section of the industry who is registered with the Council at the date of coming into operation of this Agreement and who has not already done so in pursuance of any previous agreement shall declare to the Council within one month of that date whether the provisions of this section or

(6) (a) As die tydperk van werkloosheid tussen twee diens-tydperke meer as ses dae beloop, het 'n werknemer wat sy bewys of bewyse aanbied by die Nywerheidsraad, reg om gedurende elke week van sy werkloosheid uit die bedrag waarmee hy gekrediteer staan 'n bedrag van minstens R4 op die bedrag waarmee hy gekrediteer staan, watter ook al die kleinste is, maar hoogstens halfbetaling teen die skaal wat hy ontvang het toe die werkloosheid begin het watter ook al die grootste is, te ontvang, totdat die krediet wat in die bewys of bewyse aangetoon word, uitgeput is. Wanneer die werknemer weer werk kry voordat daardie krediet uitgeput is, moet met die onbetaalde bedrag in die boeke van die Raad gekrediteer word en daardie bedrag moet vir hom beskikbaar gehou word ooreenkomstig die voorgaande bepalinge wanneer hy of vir sy volgende verlof kwalifiseer, of vir 'n tydperk van langer as ses dae werkloos word.

(b) Enige werknemer wat, kragtens paragraaf (a) van hierdie subartikel, betaling eis en ontvang, moet wanneer hy weer in die Nywerheid werk kry, begin kwalifiseer vir verlof van die datum van indienstreding af; met dien verstande dat as daar 'n onopgevrage saldo is waarmee hy kragtens hierdie artikel gekrediteer moet word, hy met dié saldo gekrediteer moet word.

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

(8) (a) Na verloop van minstens 49 weke, gereken van die datum waarop die tydperk van diens wat deur die bewys gedek word begin het, is 'n persoon aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is en wat nie langer in die Nywerheid in diens is nie, by aanbidding van die bewys by die Raad in die streek van oorsprong, behoudens paragraaf (b) van hierdie subartikel, geregtig op uitbetaling van die onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer staan.

(b) Enige bewys wat, ingevolge subartikel (5) van hierdie artikel, aan 'n werknemer uitgereik word, bly geldig vir twee jaar nadat die werknemer sy laaste skof gewerk het, en bedrae wat na verstryking van hierdie tydperk nog in die Raad se boeke aan so 'n werknemer verskuldig is, kom die fondse van die Raad toe; met dien verstande dat die Raad 'n eis deur so 'n werknemer na verstryking van genoemde tydperk moet oorweeg en na goeddunke 'n *ex gratia*-betaling uit die Raad se fondse kan doen aan 'n werknemer wat hierin vermeld word.

(9) (a) 'n Werknemer wat in onderbroke diens by dieselfde werkgever was, is, wanneer hy vir sy tiende verloftydperk kwalifiseer soos bepaal ooreenkomstig subartikel (3) van dié artikel en elke jaar daarna terwyl hy in diens by dieselfde werkgever is, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgever gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge ooreenkoms tussen werkgever en werknemer—

- (i) die verlof met betaling wat in subartikel (3) van hierdie artikel voorgeskryf word, met 'n ekstra week verleng kan word; of
- (ii) die ekstra week verlof vir die jaar van kwalifisering uitgestel en opgehoop kan word totdat die werknemer vir drie sodanige ekstra weke verlof met betaling gekwalifiseer het.

(b) Wanneer die werkgever en werknemer die reëling tref waarvoor voorsiening kragtens paragraaf (a) (ii) gemaak word en die werknemer vir die ekstra week verlof met betaling (hierna genoem "die opgeloopte verlof") gewalifiseer het, moet die werkgever die opgeloopte verlof toestaan en die werknemer dit neem wanneer die verlof met betaling, soos voorgeskryf in subartikel (3) van hierdie artikel, toegestaan en geneem word; tensy, na gelang van die geval, die werkgever en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in ieder geval geleentheid moet gee om die opgeloopte verlof in die tydperk te neem voordat hy vir die volgende verlof met betaling kwalifiseer, en dat wanneer die werknemer in gebreke bly om die verlof binne dié tydperk te neem, hy sy reg daarop verbeur.

(c) As die diens van 'n werknemer wat geregtig is op die geldwaarde van die ekstra verlof met betaling, soos voorgeskryf in hierdie subartikel, maar dit nog nie ontvang het nie, eindig, moet hy by beëindiging van sy diens betaal word vir die ekstra verlof met betaling waarvoor hy gekwalifiseer het maar wat nog nie ontvang is nie.

(10) Behoudens soos andersins hierin bepaal, word dit vir die toepassing van hierdie artikel beskou dat diens begin van die datum waarop die werknemer by die werkgever in diens tree of die datum waarop hy laas op vakansieverlof geregtig geword het, naamlik die jongste datum.

(11) Die Raad kan wederkerige reëlings met ander nywerhede tref vir die omruiling van verlofbewyse in belang van 'n werknemer wat die Nywerheid verlaat.

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

(12) Ondanks die voorgaande bepalinge van hierdie artikel, kan 'n werkgever en sy werknemer op wie hierdie artikel van toepassing is, onderling ooreenkom dat die bepalinge van artikel 13 van Deel I van die Ooreenkoms in die plek daarvan gestel word.

(13) Elke werkgever in hierdie afdeling van die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die Raad geregistreer is en wat dit nie reeds ooreenkomstig 'n vorige ooreenkoms gedoen het nie, moet binne een maand na dié datum die Raad meedeel of hierdie artikel, dan wel die

the provisions of section 13 of Part I of the Agreement will be observed in his establishment, and every employer in this section of the industry who is not already registered with the Council in pursuance of any previous agreement shall make such declaration upon registering with the Council.

(14) Whenever such employees are required by the nature of essential service work on any statutory public holiday he shall—

- (a) receive not less than double the rates payable in respect of a shift ordinarily worked on a week day; or
- (b) receive not less than time and one-half of his ordinary rate in respect of the total period worked on such holiday plus one day's holiday within seven days on full pay, calculated at the rate of an ordinary shift for that particular day of the week.

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

- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

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

4. HOLIDAY AND SPECIAL BONUS APPLICABLE IN THE RADIO, REFRIGERATION AND/OR DOMESTIC APPLIANCE SERVICING SECTION OF THE INDUSTRY.

(1) This section shall apply to employees employed on work classified at Rate 1 in section 4 of Part I of the Agreement and employees scheduled in Division 5 (Annexure F) employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry; provided that it shall not apply to apprentices, trainees, any category of rates 8, 9, 10 and 11 work, labourers, watchmen or police boys.

(2) Whenever an employee to whom this section applies is paid his holiday pay in terms of section 3 of this Part or section 13 of Part I of the Agreement, as applied by sub-section (12) of section 3 of this Part of the Agreement, whichever is applicable, he shall at the same time be paid bonus as follows:—

Class.	Bonus Payable.
Class A. (i) Qualified employees whose minimum rate specified in this Agreement is the equivalent of 34.93 cents per hour or more at the date of qualification for their paid holiday. (ii) Employees employed at the date of coming into operation of this Agreement as learners or employed in occupations remunerated according to experience whose minimum rate specified in this Agreement is the equivalent of 34.93 cents per hour or more at the date of qualification for their paid holiday.	A holiday bonus of R65.50 (sixty-five rand, fifty cents) per annum calculated pro rata to the holiday qualification.
Class B. All other employees not included in Class A hereof (other than apprentices, trainees, any category of Rates 8, 9, 10 and 11 work, labourers, watchmen or police boys)	An amount calculated at the rate of 8 per cent of the rate for his occupation scheduled in this Agreement for the hours an employee has actually worked, exclusive of overtime, after the date on which he has qualified for holiday leave or the date of his engagement, whichever is the later.

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

(4) Whenever the bonus is remitted to the Council in terms of sub-section (3) hereof the provisions of sub-sections (6), (7), (8) and (11) (b) of section 3 of this Part of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

bepalings van artikel 13 van Deel I van die Ooreenkoms in sy inrigting toegepas sal word, en elke werkgewer in hierdie afdeling van die Nywerhede wat nog nie ooreenkomstig 'n vorige ooreenkoms by die Raad geregistreer is nie, moet hierdie mededeling doen tydens registrasie by die Raad.

(14) As dit, weens die aard van 'n noodsaaklike diens, van sulke werknemers vereis word om op 'n statutêre openbare vakansiedag te werk, moet hulle—

- (a) minstens dubbel die skaal ten opsigte van 'n skof wat gewoonlik op 'n weekdag gewerk word, ontvang; of
- (b) minstens een en 'n half maal die gewone skaal ontvang ten opsigte van die totale tydperk wat op die vakansiedag gewerk word, plus, binne sewe dae, 'n dag verlof met volle betaling, bereken teen die skaal vir 'n gewone skof vir die bepaalde dag van die week.

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

- (a) ingeval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en
- (b) ingeval van die bankrotskap van die werkgewer of in geval van die bereddering van sy boedel of die oordrag of verkoop van sy besigheid, die kurator of beredderaar of nuwe eienaar van die besigheid,

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

4. VERLOF- EN SPESIALE BONUS VAN TOEPASSING IN DIE NYWERHEIDSAFDELING VIR DIE BEDIENING VAN RADIO'S, KOELKASTE EN/OF HUISHOUDELIKE TOESTELLE.

(1) Dié artikel is van toepassing op werknemers in diens vir werk geklassifiseer onder tarief 1 in artikel 4 van Deel I van die Ooreenkoms en werknemers ingelys in Afdeling 5 (Aanhangsel F) in diens in die nywerheidsafdeling vir die bediening van radio's, koelkaste en/of huishoudelike toestelle; met dien verstande dat dit nie van toepassing is nie op vakleerlinge, kwekelinge, enige klas onder tariewe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens.

(2) Wanneer 'n werknemer op wie dié artikel van toepassing is, sy verlofsoldy betaal word kragtens artikel 3 van dié Deel of artikel 13 van Deel I van die Ooreenkoms, soos toegepas by subartikel (12) van artikel 3 van dié Deel van die Ooreenkoms, na gelang watter een van toepassing is, moet hy terselfdertyd 'n bonus soos volg betaal word:—

Klas.	Bonus betaalbaar.
Klas A. (i) Gekwalifiseerde werknemers wie se minimum loon in dié Ooreenkoms gespesifiseer, gelykstaar met 34.93 sent per uur of meer op die datum van kwalifikasie vir hulle betaalde verlof. (ii) Werknemers as leerlinge in diens op die datum waarop die Ooreenkoms van krag word, of in diens in bedrywe waarvoor besoldiging volgens ondervinding geskied, waarvoor die minimum loonskaal in dié Ooreenkoms gespesifiseer, gelykstaar met 34.93 sent per uur of meer op die datum waarop hulle vir hulle betaalde verlof kwalifiseer.	'n Verlofbonus van R65.50 (vyf-en-sestig rand vyftig sent) per jaar <i>pro rata</i> bereken op die verlofkwalifikasie.
Klas B. Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, kwekelinge, werknemers in diens op werk geklassifiseer in tariewe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens).	'n Bedrag bereken teen 8 persent van die loon vir sy beroep in die Ooreenkoms voorgeskryf vir die ure, uitgesonderd oortyd, wat hy werklik gewerk het na die datum waarop hy laas vir vakansieverlof gekwalifiseer het, of die datum van sy indiensneming, nl. die jongste.

(3) As 'n werknemer se diens eindig voordat hy kragtens artikel 3 van dié Deel of artikel 13 van Deel I van die Ooreenkoms, soos toegepas by subartikel (12) van artikel 3 van dié Deel, watter ook al van toepassing is, op betaalde verlof geregtig is, moet hy gekrediteer word met 'n deel van die bonus wat vir sy klas voorgeskryf word, in verhouding tot die getal skofte of kalenderweke deur hom gewerk wat vir verlofdoeleindes tel. Die werkgewer moet die bedrag inskryf op 'n bewys wat aan die werknemer verstrekk moet word en waarop die getal skofte of kalenderweke diens wat vir verlofdoeleindes tel, voorkom, en die geldwaarde van die bonus onmiddellik aan die Sekretaris van die Raad stuur met die geldwaarde van die betaalde verlof waarop die werknemer geregtig is.

(4) Wanneer die bonus ingevolge subartikel (3) hiervan aan dié Raad gestuur word, is die bepalinge van subartikels (6), (7), (8) en (11) (b) van artikel 3 van dié deel van die Ooreenkoms, met betrekking tot die geldwaarde van betaalde verlof, *mutatis mutandis* van toepassing.

(5) For the purpose of this section—

“holiday qualification” shall be the qualification for the paid holiday prescribed in section 3 (3) (a) of this Part or section 13 (3) (a) of Part I of the Agreement, whichever is applicable;

“qualified employees” means any employee who is not employed as a learner or who, if remunerated according to experience has qualified for the rate for his class of work specified as payable “thereafter”.

5. SPECIAL COMPENSATORY ALLOWANCE.

(1) Whenever a Class A employee as provided for in terms of section 4 of this Part of the Agreement is paid his holiday pay in terms of section 3 of this Part or section 13 of Part I of the Agreement he shall at the same time be paid special compensatory allowance of R24.50 (twenty-four rand fifty cents) per annum calculated pro rata to the holiday qualification.

(2) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of section 3 of this Part or Section 13 of Part I of the Agreement the employee shall be credited with a share of the special compensatory allowance specified for his class proportionate to the number of shifts or calendar weeks of employment credited to him for holiday purposes. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts or calendar weeks of employment which count for holiday purposes, and immediately forward the money equivalent of the special compensatory allowance to the Secretary of the Council along with the money equivalent of the paid holiday entitlement.

(3) Whenever the special compensatory allowance is remitted to the Council in terms of sub-section (2) hereof, the provisions of sub-sections (6), (7), (8) and (11) (b) of section 3 of this Part of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(4) For the purpose of this section—

“holiday qualification” shall be the qualification for the paid holiday prescribed in section 3 (3) (a) of this Part or section 13 (3) (a) of Part I of the Agreement, whichever is applicable.

“qualified employee” means any employee who is not employed as a learner or who, if remunerated according to experience has qualified for the rate for his class of work specified as payable “thereafter”.

6. STORAGE, INSURANCE AND PROVISION OF TOOLS.

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

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

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

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

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

PART IV.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained, the provisions relating to “Hours of Work” (section 5), “Overtime and Payment for Work on Sundays and Certain Public Holidays” (section 6), “Night Shift Work” (section 7), “Holiday and Unemployment Pay” (section 13) and “Cost of Living Allowances” (section 28) of Part I of the Agreement and the provisions of Part III of the Agreement shall not apply to employees employed on rates 8, 9, 10, and 11 work, labourers (other than labourers employed in terms of Part II of the Agreement) watchmen or police boys, to whom except as is otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

(5) Vir die toepassing van hierdie artikel is—

„verlofkwalifikasie” die kwalifikasie vir die betaalde vakansie voorgeskryf in artikel 3 (3) (a) van dié Deel of artikel 13 van Deel I van die Ooreenkoms, watter ook al van toepassing is; en beteken

„gekwalifiseerde werknemer” ’n werknemer wat nie as leerling in diens is nie, of wat vir die loonskaal vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het, indien hy volgens ondervinding besoldig word.

5. SPESIALE VERGOEDINGSTOELAE.

(1) Wanneer ’n klas A-werknemer, soos bepaal by artikel 4 van dié Deel van die Ooreenkoms, sy verlofsoldy betaal word kragtens artikel 3 van dié Deel of artikel 13 van Deel I van die Ooreenkoms, moet hy terselfdertyd ’n spesiale vergoedingstoelae betaal word van R24.50 (vier-en-twintig rand vyftig sent) per jaar *pro rata* bereken op die verlofkwalifikasie.

(2) Wanneer die diens van ’n werknemer beëindig voordat hy geregtig word op ’n betaalde verlof kragtens artikel 3 van dié Deel of artikel 13 van Deel I van die Ooreenkoms, moet die werknemer gekrediteer word met ’n deel van die spesiale vergoedingstoelae gespesifiseer vir sy klas in verhouding tot die getal skofte of kalenderweke diens wat aan hom vir verlofdoeleindes gekrediteer word. Die werkgewer moet die bedrag daarvan inskryf op die bewys wat aan die werknemer verskaf moet word en waarin die getal skofte of kalenderweke diens wat vir verlofdoeleindes tel, uiteengesit word, en die geldekwivalent van die spesiale vergoedingstoelae onmiddellik aan die Sekretaris van die Raad stuur saam met die geldekwivalent van die betaalde verlofkrediet.

(3) Wanneer die spesiale vergoedingstoelae aan die Raad gestuur word kragtens subartikel (2) hiervan, is die bepalings van subartikels (6), (7), (8) en 11 (b) van artikel 3 van dié Deel van die Ooreenkoms betreffende die geldekwivalent van die betaalde verlofkrediet *mutatis mutandis* van toepassing.

(4) Vir die toepassing van dié artikel is—

„verlofkwalifikasie” die kwalifikasie vir die betaalde verlof voorgeskryf in artikel 3 (3) (a) van dié Deel of artikel 13 (3) (a) van Deel I van die Ooreenkoms, en beteken

„gekwalifiseerde werknemer” enige werknemer wat nie in diens is as ’n leerling nie of wat, indien hy besoldig word volgens ondervinding, gekwalifiseer het vir die loon van sy klas werk gespesifiseer as betaalbaar „daarna”.

6. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

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

(b) Indien daar van hierdie gereedschap nie verseker is nie is die werkgewer nogtans vir verlies aanspreeklik tot en met ’n waarde van eenhonderd rand (R100), tensy die betrokke werknemer die versekeraar voor die verlies daarvan oortuig het dat sy gereedschap meer as daardie bedrag werd was.

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

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

(3) Wanneer ’n werkgewer gereedschap en/of instrumente op bruikleen aan ’n werknemer uitreik, moet hy van die werknemer vereis om ’n kwitansie te teken vir enigeen of al sulke gereedschapstukke en/of instrumente uitgereik. Die werknemer is verantwoordelik vir al die gereedschap en/of instrumente waarvoor hy geteken het, en die werkgewer het die reg om die koste of vervanging van enige gereedschap en/of instrumente terug te vorder waarvoor die werknemer geteken het maar nie in staat is nie om terug te besorg.

DEEL IV.

SPESIALE VOORWAARDES MET BETREKKING TOT SEKERE SOORTE ARBEID HIERIN GENOEM.

Ondanks enigiets in hierdie bepalings, is die bepalings met betrekking tot „Werkure” (artikel 5), „Oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae” (artikel 6), „Nagskofwerk” (artikel 7), „Verlof- en werkloosheidsbesoldiging” (artikel 13) en „Lewenskostetoelae” (artikel 28) van Deel I van die Ooreenkoms en die bepalings van Deel III van die Ooreenkoms nie van toepassing op werknemers wat in diens is op werk geklassifiseer teen tariewe 8 tot en met 11, arbeiders (uitgesonderd arbeiders in diens kragtens Deel II van die Ooreenkoms), wagt en/of polisiejongens, op wie, behoudens soos andersins hierin bepaal, die orige bepalings van Deel I en die volgende spesiale bepalings toegepas moet word. (Die spesiale bepalings moet voorrang geniet, ingeval van teenstrydigheid tussen hulle en genoemde orige bepalings van Deel I.)

1. HOURS OF WORK.

(1) Save as is otherwise provided in this part of the Agreement no employer shall require or permit an employee (other than a watchman or police boy)—

- (a) to work for more than 45 hours, excluding meal times in any one week; or
- (b) to work for more than eight hours, excluding meal times on any one day; provided that in any establishment which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work-day be required or permitted to work for an additional period not exceeding one and a quarter hours.

(2) The maximum overtime that may be worked shall not exceed ten hours per week.

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

(4) Notwithstanding the provisions of this section—

- (i) no employee, who is a female, shall be required or permitted to work—
 - (a) between six o'clock p.m. and six o'clock a.m.; or
 - (b) after one o'clock p.m. on more than five days in any week;
- (ii) no employee, who is a female, shall be required or permitted to work overtime—
 - (a) for more than two hours on any day;
 - (b) on more than three consecutive days;
 - (c) on more than sixty days in any year;
 - (d) after completion of her ordinary working hours for more than one hour on any day unless she has—
 - (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) been paid an allowance of not less than 15 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

2. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND CERTAIN PUBLIC HOLIDAYS.

(1) Time worked by employees after the completion of the usual shift shall be regarded as overtime and be paid for at not less than one and one-half times the ordinary rate per hour of the employee concerned.

(2) Whenever an employee, other than a watchman or police boy, works on a Sunday, his employer shall—

- (a) pay to the employee—
 - (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or
 - (ii) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week;

provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him or works a lesser period at his own request, such employee shall receive payment at double rates only for the period actually worked.

(3) Whenever an employee, other than a watchman or police boy, works on—

Good Friday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter overtime rates as prescribed in sub-section (1) hereof shall apply.

1. WERKURE.

(1) Geen werkgewer mag, uitgesonderd soos andersins bepaal in dié deel van die Ooreenkoms, 'n werknemer (uitgesonderd 'n wag of polisiejong) verplig of toelaat om—

- (a) langer as 45 uur, uitgesonderd etenstye, in 'n week te werk; of
- (b) langer as agt uur, uitgesonderd etenstye, op 'n dag te werk nie, met dien verstande dat in 'n inrigting waarin—
 - (i) die gewone werkure op een dag per week hoogstens vyf is, 'n werknemer verplig of toegelaat kan word om vir 'n verdere tyd van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of
 - (ii) die werknemers gewoonlik op hoogstens vyf dae per week werk, 'n werknemer op enige werkdag verplig of toegelaat kan word om vir 'n verdere tydperk van hoogstens 1½ uur te werk.

(2) Die maksimum oortyd wat gewerk kan word, is 10 uur per week.

(3) 'n Werknemer kan nie verplig of toegelaat word om vir 'n ononderbroke tyd van meer as vyf uur sonder 'n onafgebroke pouse van minstens een uur te werk nie; met dien verstande dat werktye wat deur 'n pouse van minder as een uur onderbreek word, vir die toepassing van hierdie artikel as onafgebroke beskou word.

(4) Ondanks die bepalings van hierdie artikel—

- (i) kan 'n vroulike werknemer nie verplig of toegelaat word om—
 - (a) tussen 6-uur nm. en 6-uur vm.; of
 - (b) na 1-uur nm. op meer as vyf dae per week te werk nie;
- (ii) kan 'n vroulike werknemer nie verplig of toegelaat word om—
 - (a) langer as twee uur op 'n dag;
 - (b) op meer as drie opeenvolgende dae;
 - (c) op meer as 60 dae in 'n jaar;
 - (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag oortyd te werk nie, tensy sy—
 - (i) voor 12-uur middag daarvan in kennis gestel is; of
 - (ii) van 'n toereikende ete voorsien is voordat sy met oortyd moet begin;
 - (iii) betyds 'n toelae van minstens 15 sent betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

(5) Elke werkgewer moet in sy inrigting op 'n plek wat vir sy werknemer maklik toeganklik is, 'n kennisgewing vertoon waarop die begin- en ophoudtyd van werk vir elke skof of skofte van die week en etenstye aangegee is.

2. OORTYD EN BETALING VIR WERK OP SONDAG EN SEKERE OPENBARE VAKANSIEDAE.

(1) Tyd deur werknemers gewerk na die voltooiing van die gewone skof moet as oortyd gereken word en daarvoor moet betaal word teen minstens een en 'n half maal die gewone loon per uur van die betrokke werknemer.

(2) Wanneer 'n werknemer, uitgesonderd 'n wag of polisiejong, op 'n Sondag werk, moet sy werkgewer—

- (a) aan die werknemer—
 - (i) as hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk; of
 - (ii) as hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging betaal teen 'n skaal van minstens twee maal sy gewone loonskaal, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging van minstens twee maal die gewone besoldiging betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag, of
- (b) aan die werknemer besoldiging teen 'n skaal van minstens een en 'n derde maal sy gewone loonskaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae van sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loonskaal asof hy op sodanige vakansie sy gemiddelde werkure vir daardie dag van die week gewerk het;

met dien verstande dat waar die werkgewer werk verskaf om die werknemer besig te hou vir die ure van 'n normale skof en die werknemer versuim of weier om die volle tydperk te werk wat van hom vereis word, of 'n korter tydperk op eie versoek werk, moet sodanige werknemer besoldiging ontvang teen dubbele skale slegs vir die tydperk werklik gewerk.

(3) Wanneer 'n werknemer, uitgesonderd 'n wag of polisiejong, op—

Goeie Vrydag, Hemelvaartdag, Gelofte dag, Kersdag en Nuwejaarsdag werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en moet daarbenewens gewone loon ontvang vir tyd werklik gewerk tot die voltooiing van die skof, waarna oortydloon soos voorgeskryf in subartikel (1) hiervan van toepassing is.

3. PAID LEAVE.

(1) Good Friday, Ascension Day, Day of the Covenant, Christmas Day, and New Year's Day shall be paid public holidays, and if an employee other than a watchman or police boy does not work on such days he shall be paid therefor at the rate not less than the ordinary shift for that day of the week.

(2) Every employer shall grant to every employee leave of absence on full pay of not less than two consecutive weeks in respect of each period of 12 months' employment and not later than three months after the termination of the said period; provided that—

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing military training; and

(b) if Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day falls within the period of such leave, such days shall be added to the said period as a further period of leave on full pay.

(3) Every employee to whom leave is granted under sub-section (2) hereof shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(4) Upon the termination of employment, the employer shall pay to the employee his full pay—

(a) in respect of any period of leave which has accrued to him but was not granted before the termination of the employment; and

(b) for one day in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-section (2) hereof, or in the case of an employee who has been employed for less than 12 months after the commencement of his employment.

(5) Any period during which an employee—

(a) is on leave in terms of sub-section (2) hereof; or

(b) undergoes military training; or

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

(d) is absent from work owing to illness;

shall be deemed to be employment for the purposes of sub-sections (2) and (4) of this section; provided that the provisions of paragraph (d) of sub-section (5) of this section shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee fails after request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during 12 months of employment, which is in excess of thirty days; provided that if the employer is by any law required to provide for the care and treatment of his employees while sick such employees shall not be required to submit a medical certificate.

(6) Any amount paid to an employee in terms of sub-sections (3) and (4) of this section shall be calculated at the rate of remuneration which shall include cost of living allowance payable in terms of section 4 of this Part of the Agreement which the employee was receiving immediately prior to the date upon which the leave became due, or his employment terminated, as the case may be.

(7) For the purpose of calculating leave due under this section, employment shall be deemed to commence from the date upon which an employee enters an employer's service or from the date on which he last became entitled to annual leave, whichever date is the later.

4. COST OF LIVING ALLOWANCE.

(1) Every employer shall pay to each of his employees in addition to any other remuneration to which the employee is entitled and at the same time the employee ordinarily receives his other remuneration, a cost of living allowance calculated on his ordinary weekly remuneration in accordance with the following table.

Total Ordinary Weekly Remuneration before Deductions if any, are made.	Weekly Cost of Living Allowance.
R	c
Up to and including R2.....	1 07½
Above R2 but not exceeding R2.50.....	1 30
Above R2.50 but not exceeding R3.00.....	1 37½
Above R3.00 but not exceeding R3.50.....	1 67½
Above R3.50 but not exceeding R4.00.....	1 87½
Above R4.00 but not exceeding R4.50.....	2 07½
Above R4.50 but not exceeding R5.06.....	2 47½
Above R5.06 but not exceeding R5.98.....	2 97½
Above R5.98 but not exceeding R6.90.....	3 45
Above R6.90 but not exceeding R7.50.....	3 67½
Above R7.50 but not exceeding R8.00.....	4 00
Above R8.00 but not exceeding R9.00.....	4 40
Above R9.00 but not exceeding R10.00.....	4 80
Above R10.00 but not exceeding R11.00.....	5 20
Above R11.00 but not exceeding R12.00.....	5 65
Above R12.00 but not exceeding R13.00.....	6 10
Above R13.00.....	6 80

(The weekly wage group in the above table shall exclude overtime payments.)

3. VERLOF MET BETALING.

(1) Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag en Nuwejaarsdag is betaalde vakansiedae, en as 'n werknemer, uitgesonderd 'n wag of 'n polisiejong, nie op hierdie dae werk nie, moet hy betaal word teen minstens die gewone loon vir die bepaalde dag van die week.

(2) Elke werkgewer moet aan elke werknemer afwesigheidsverlof met volle betaling van minstens twee agtereenvolgende weke toestaan t.o.v. elke tydperk van 12 maande diens en nie later as drie maande na die beëindiging van genoemde tydperk nie; met dien verstande dat—

(a) die tydperk van die afwesigheid nie mag saamval met enige tydperk waarin die werknemer onder diensopsegging staan of militêre opleiding meemaak nie; en

(b) as Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag binne dié verlof val, die dae by genoemde tydperk as 'n verdere tydperk van verlof met volle betaling gevoeg moet word.

(3) Elke werknemer aan wie verlof kragtens subartikel (2) hiervan toegestaan is, moet betaling van die werkgewer ten opsigte van sodanige verlof op of voor die laaste werkdag voor die aanvang van genoemde tydperk ontvang.

(4) By beëindiging van diens moet die werkgewer die werknemer sy volle besoldiging betaal—

(a) ten opsigte van enige tydperk van verlof wat vir hom opgehoop het maar nie voor diensbeëindiging toegestaan is nie; en

(b) vir een dag t.o.v. elke voltooide maand diens by die werkgewer na die datum waarop hy laas op verlof ingevolge subartikel (2) hiervan geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande na die aanvang van sy diens gewerk het.

(5) Enige tydperk waarin 'n werknemer—

(a) met verlof is ingevolge subartikel (2) hiervan; of

(b) militêre opleiding ondergaan; of

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

(d) weens siekte van die werk afwesig is;

moet vir die toepassing van subartikels (2) en (4) van dié artikel as diens geag word; met dien verstande dat die bepaling van paragraaf (d) van subartikel (5) van dié artikel nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid as gevolg van siekte van meer as drie agtereenvolgende dae, as die werknemer versuim om op versoek van die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê dat hy deur siekte verhinder is om sy werk te doen, of t.o.v. die gedeelte van 'n totale tydperk van afwesigheid as gevolg van siekte gedurende 12 maande diens, wat meer as 30 dae is; met dien verstande dat as die werkgewer by wet verplig is om te sorg vir die versorging en behandelings van sy werknemers terwyl hulle siek is, daar nie van dié werknemers vereis kan word om 'n doktersertifikaat in te dien nie.

(6) Enige bedrag wat aan 'n werknemer ingevolge subartikels (3) en (4) van dié artikel betaal word, moet bereken word teen 'n besoldigingskaal wat lewenskostoelae insluit wat ingevolge artikel 4 van dié Deel van die Ooreenkoms betaalbaar is en wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval.

(7) Vir die berekening van verlof wat ingevolge hierdie artikel verskuldig is, moet die aanvang van diens beskou word as die datum waarop die werknemer by sy werkgewer in diens tree of die datum waarop hy laas op jaarlikse verlof geregtig geword het, na gelang van die jongste.

4. LEWENSKOSTETOELAES.

(1) Elke werkgewer moet aan elkeen van sy werknemers, benewens ander besoldiging waarop die werknemer geregtig is, en terselfdertyd as wat die werknemer gewoonlik sy ander besoldiging ontvang, 'n lewenskostoelae ooreenkomstig die volgende tabel betaal:—

Totale gewone weekloon voordat aftrekkings, as daar is, gemaak word.	Weeklikse lewenskostoelae.
R	c
Tot en met R2.....	1 07½
Oor R2 maar hoogstens R2.50.....	1 30
Oor R2.50 maar hoogstens R3.00.....	1 37½
Oor R3.00 maar hoogstens R3.50.....	1 67½
Oor R3.50 maar hoogstens R4.00.....	1 87½
Oor R4.00 maar hoogstens R4.50.....	2 07½
Oor R4.50 maar hoogstens R5.06.....	2 47½
Oor R5.06 maar hoogstens R5.98.....	2 97½
Oor R5.98 maar hoogstens R6.90.....	3 45
Oor R6.90 maar hoogstens R7.50.....	3 67½
Oor R7.50 maar hoogstens R8.00.....	4 00
Oor R8.00 maar hoogstens R9.00.....	4 40
Oor R9.00 maar hoogstens R10.00.....	4 80
Oor R10.00 maar hoogstens R11.00.....	5 20
Oor R11.00 maar hoogstens R12.00.....	5 65
Oor R12.00 maar hoogstens R13.00.....	6 10
Oor R13.00.....	6 80

(Die weekloongroep in bostaande tabel sluit nie oortydione in nie.)

(2) The regulations relating the payment of cost of living allowances proclaimed as payable in terms of War Measure No. 43 of 1942, as continued by the War Measures Continuation Amendment Act (Act No. 39 of 1959), and amended, shall, where not inconsistent herewith, *mutatis mutandis* apply to and regulate the payment of cost of living allowances under this section.

5. CERTIFICATE OF SERVICE.

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

Signed, at Cape Town, for and on behalf of the parties on this 28th day of June, 1961.

F. D. OPPERMAN, *Chairman.*
J. P. ARNOT, *Vice-Chairman.*
W. R. PENGELLY, *Secretary.*

ANNEXURE A.

To be submitted at the end of each month to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 507 "Libertas", Hertzog Boulevard, Rogge Baai, Cape Town.

Name of firm _____ (Office).
Address _____ (Workshop).

Return for the month of _____ 19 _____

Benefit Fund Number.	Engagements and Discharges.		Date Engaged.	Date Left.
	Name of Employee.	Occupation.		

EMPLOYEES LIABLE FOR LEVIES.

Number of Apprentices not Liable for Levies.

No. as per last return.....
Add. engagements.....
Less discharges.....
No. at date of this return.....

LEVIES PAYABLE.

No. of Employees.	Weeks Employed.	Class.	Employee's Contribution.	Employer's Contribution.	Total.
		I	R c	R c	R c
		Deduction 10c per week			
		II			
		Deduction 7½c per week			
		III			
		Deduction 5c per week			
		IV			
		Deduction 3c per week			
		V			
		Deduction 2c per week			
		VI			
		Deduction 1c per week			

CHEQUE HEREWITH.....R _____

Full lists of employees are required on the first submission of this form only.
Subsequent lists merely to indicate engagements and discharges.
If sufficient space is not provided on this form, please submit supplementary typed lists.
Firms are required to submit this information monthly, in terms of Section 30 of Part I of the Agreement.

(2) Die regulasies oor die betaling van lewenskostoelae afgekondig as betaalbaar kragtens Oorlogsmaatregel No. 43 van 1943, soos voortgesit by die Wysigingswet op die Voortsetting van Oorlogsmaatreëls (Wet No. 39 van 1939), en gewysig, is *mutatis mutandis* van toepassing, waar dit nie strydig hiermee is nie, en reël die betaling van lewenskostoelae kragtens dié artikel.

5. DIENSSERTIFIKAAT.

Wanneer 'n werknemer by beëindiging van sy diens daarom vra, moet 'n werkgever dié werknemer van 'n dienssertifikaat voorsien wat die name van die werkgever en werknemer voluit aangee, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die besoldigingskaal op die datum van dié beëindiging; met dien verstande dat as die loon van enige werknemer in hierdie Ooreenkoms volgens duur van diens bepaal word, dit die plig van die werknemer is om 'n sertifikaat van diens aan sy nuwe werkgever by diensverandering voor te lê ten einde geregtig te word tot die besoldiging wat volgens duur van diens voorgeskryf word.

Vir en namens die partye op hede die 28ste dag van Junie 1961 in Kaapstad onderteken.

F. D. OPPERMAN, *Voorsitter.*
J. P. ARNOT, *Ondervoorsitter.*
W. R. PENGELLY, *Skretaris.*

AANHANGSEL A.

Moet aan einde van elke maand gestuur word aan die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Libertas 507, Hertzog-boulevard, Roggebaai, Kaapstad.

Naam van firma _____ (Kantoör).
Adres _____ (Werkplek).

Opgawe vir die maand _____ 19 _____

By-stand-fonds-nummer.	In diens geneem en ontslaan.		Datum van indiens-neming.	Datum van vertrek.
	Naam van werknemer.	Ambag.		

WERKNEMERS WAT HEFFINGS MOET BETAAL.

Getal vakleerlinge wat nie heffings moet betaal nie.

Getal van vorige opgawe.....
Plus in diens geneem.....
Min ontslaan.....
Getal by hierdie opgawe.....

HEFFINGS BETAALBAAR.

Getal werk-nemers.	Weke in diens.	Klas.	Werk-nemers-bydraes.	Werk-gewers-bydraes.	Totaal.
		I	R c	R c	R c
		Korting 10c per week			
		II			
		Korting 7½c per week			
		III			
		Korting 5c per week			
		IV			
		Korting 3c per week			
		V			
		Korting 2c per week			
		VI			
		Korting 1c per week			

TJEK HIERBY.....R _____

Volledige lys van werknemers moet slegs by die eerste indiening van hierdie vorm opgestuur word.
Volgende lyste hoef net in diens geneem en ontslaan te vermeld.
As daar nie voldoende ruimte op hierdie vorm is nie, stuur dan asb. aanvullende getikte vorms.
Firmas is verplig om hierdie inligting maandeliks ingevolge artikel 30 van Deel I van die Ooreenkoms te verstrek.

ANNEXURE B.

DIVISION 1.

Electrical Installations, Maintenance, Repair and/or Servicing Work.
Rate 1 (n.e.s.).

	Per Hour. cents.
Armature winding.....	50-26
*Electrical communications technician's work.....	
Electrical fitting.....	
Erecting overhead power lines (supervisory work in the field).....	
Installing electrical generation, distribution and motive power equipment including cable jointing.....	
Telephone electrician's work.....	
X-ray and electro medical mechanic's work.....	

*NOTE.—In respect of electrical communications technician's work, the provisions of this Agreement relating to overtime, shift work and work on public holidays shall not apply to work on totalisators.

Rate 2.

Intercommunication telephone installing (excluding electronic equipment)—	Per Hour. cents.
First six months of experience.....	38-33
Second six months of experience.....	40-88
Third six months of experience.....	43-22
Thereafter.....	47-71

†NOTE.—Intercommunication telephone installing means the installation of internal telephones and does not include tracing faults and maintenance.

Rate 3.

Operating balancing machine.....	Per Hour. cents.
	45-15

Rate 7.

†All armature winding operations using preformed coils [excluding connecting up and/or testing required in the rewinding of generators and motors exceeding 250 lb. but not exceeding 750 lb. (gross weight of finished product)] or alternatively machines whose horsepower has been determined by the expression—	34-93
H.P. = $\frac{R.P.M.}{100}$ and	
H.P. = $\frac{R.P.M.}{30}$	

Rate 7b.

†All armature winding operations in the rewinding of generators and motors of 250 lb. and less (gross weight of finished product) or alternatively machines whose horsepower shall not be greater than determined by the expression:	21-30
H.P. = $\frac{R.P.M.}{100}$	
Taping and/or wrapping of coils and/or tubes.....	

Rate 9.

Winding and/or pulling of stator and/or rotor loops by hand and/or by power machines when the machine is prepared and set up by a Rate 1 employee; soldering; drilling and/or counter-sinking—	
First six months of experience.....	11-76
Thereafter.....	12-78

Rate 10.

Annealing and varnishing of covered wire; baking and/or pressing mica and/or insulation tubes and/or bars and/or coils; braiding cotton and/or glass; circling of laminations by machine; cotton and/or glass and/or paper covering of conductors; drawing copper wire through dies; punching holes by machine in lamination circles; spraying of motor and/or coils—	
First six months of experience.....	10-22
Thereafter.....	11-24

Rate 11.

Cleaning and tinning of coil ends and/or leads.....	10-22
Making of copper clips on formers.....	
Varnishing of coils by brushing and/or dipping.....	
Varnishing laminations.....	

Rate 12.

General labouring including the following, viz.—	
Cleaning of machines.....	10-22
Cleaning of laminations.....	
Stripping insulation from wire ends.....	
Stripping of old windings.....	
Tinning in solder pot.....	

†NOTE.—Employees may only be employed on the operations set out in Rates 7 and 7b of this schedule provided the ration of employees in the establishment is not less than 4 (four) Armature Winders at Rate 1 to 1 (one) employee employed on armature winding operations under Rates 7 and/or 7b.

AANHANGSEL B.

AFDELING 1.

Elektriese installasies, onderhoud, herstelwerk en/of bediening.
Tarief 1 (n.e.g.).

	Per uur. Sent.
Ankerwikkeling.....	50-26
*Elektriese kommunikasiewerk (tegnies).....	
Elektriese toebehore aanbring.....	
Kragluglyne aanbring (opsigterswerk te velde).....	
Uitrusting, met inbegrip van kabbellaswerk, installeer vir opwekking van elektrisiteit, verspreiding en dryfkrag.....	
Telefoonelektrisiens se werk.....	
Werktuigkundige by X-straal- en elektromediese werk.....	

*OPMERKING.—I.v.m. die werk van tegniese werk by elektriese kommunikasies is die bepaling van hierdie Ooreenkoms betreffende oortyd, skofwerk en werk op openbare vakansiedae nie van toe passing op werk aan totalisators nie.

Tarief 2.

Installering van intertelefone (elektroniese uitrusting uitgeslote)—	Per uur. Sent.
Eerste ses maande ervaring.....	38-33
Tweede ses maande ervaring.....	40-88
Derde ses maande ervaring.....	43-22
Daarna.....	47-71

†OPMERKING.—Installering van intertelefone beteken die installering van binnenshuise telefone en omvat nie die opspoor van defekte en onderhoud nie.

Tarief 3.

Bediening van balanseermasjiene.....	45-15
--------------------------------------	-------

Tarief 7.

†Alle werk in verband met ankerwikkeling waarby voorafgevormde spoele gebruik word (uitgesonderd verbinding en toetsing), wat by die herwikkeling van ontwikkelers en motore van meer as 250 lb. maar hoogstens 750 lb. (brutogewig van voltooide produk) of anders masjiene waarvan die perdekrag verkry is deur die uitdrukking—	
H.P. = $\frac{O.P.M.}{100}$ en	
H.P. = $\frac{O.P.M.}{30}$	34-93

Tarief 7b.

†Alle werk in verband met ankerwikkeling van ontwikkelers en motore van 250 lb. en minder (brutogewig van voltooide produk), of anders masjiene waarvan die perdekrag nie groter is as wat deur die uitdrukking: H.P. = $\frac{O.P.M.}{100}$	21-30
verkry word nie.....	
Spoele en/of buise afwerk of toedraai.....	

Tarief 9.

Wikkel en/of vastrek van stator- en/of rotorlusse met die hand en/of kragmasjiene wanneer die masjiene voorberei en gestel word deur 'n tarief 1-werknemer; soldeer; boor- en/of versinkboorwerk—	
Eerste ses maande ondervinding.....	11-76
Daarna.....	12-78

Tarief 10.

Uitgloe en vernis van bedekte draad; mika en/of isoleerbuis en/of stawe en/of spoele bak en/of pers; Katoen en/of glas vleg; lamellerings met masjiene opdraai; geleiers met katoen en/of glas en/of papier bedek; koperdraad deur stempels trek; gate met masjiene in lamelleerogies stamp; motore en/of spoele bespuit—	
Eerste ses maande ondervinding.....	10-22
Daarna.....	11-24

Tarief 11.

Spoelente en/of geleiers skoonmaak en vertin.....	10-22
Koperknippe aan vormers maak.....	
Spoele met kwas vernis of deur in te doop.....	
Lamellerings vernis.....	

Tarief 12.

Algemene arbeid, met inbegrip van—	
Masjiene skoonmaak.....	10-22
Lamellerings skoonmaak.....	
Isolering van draadente afstroop.....	
Op windsels afstroop.....	
In soldeerpot vertin.....	

†OPMERKING.—Werknemers kan alleen in die werk wat in Tariewe 7 en 7b van hierdie aanhangsel uiteengesit is, in diens geneem word; met dien verstande dat die verhouding van werknemers in die inrigting minstens 4 (vier) ankerwikkelaars teen Tarief 1 is tot 1 (een) werknemer, wat in verband met ankerwikkelswerk onder Tariewe 7 en/of 7b in diens is.

ANNEXURE C.

DIVISION 2.

Installation and/or Maintenance and/or Servicing of Dictagraphs and/or Dictaphones and/or Telecommunications and Telephones and/or Signalling Equipment and/or Alarm Systems and/or Automatic Totalisators and/or Electric Time and Associated Equipment.

(i) Definitions—

“Telephone Electrician” means an employee employed in the erection and/or repair and/or servicing and/or maintaining of telephone equipment.

“Electrical communications fitter” means an employee employed in applying the principles of electrical energy to the operation of electrical signalling systems including totalisators and/or telephones and/or bells and/or telegraphic and/or other indicating and time control devices.

(ii) Wages and/or Earnings.—No employer unless registered in this Division shall use the conditions or pay the wages and/or earnings specified in this Division, viz.—

Rate 1.	Per Hour. cents.
*Electrical communications fitter's work.....	50·26
Telephone electricians work.....	

Rate 2.	
Telephone wireman's work.....	47·71

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

ANNEXURE D.

DIVISION 3.

The design, preparation, erection, and/or installation of cooking and electrical heating appliances (excluding pressure heaters).

NOTES.—No employer unless registered by the Council in this Division shall use the conditions or pay the wages and/or earnings specified in this Division, viz.—

For the purposes of this Division—

“Erection n.e.s.” means the uniting of prepared component parts to form a complete appliance.

“Preparation” means the performance of any or all operations listed thereunder.

The following operations in the installation and preparation of cooking and heating equipment (excluding pressure heaters) viz.—

Rate 6.	Per Hour. cents.
Standard electrical testing of equipment and/or components during and after preparation and erection.....	37·48

Rate 8.

Preparation, namely—

Mica type elements—winding and/or pre-forming and/or cutting mica shapes to odd types of forms; repetition high voltage “no load” (neon type tester) earth testing to present point—

First six months of experience.....	14·31
Thereafter.....	15·33

Rate 9.

Preparation, namely—

Preparing and/or wiring mica type elements n.e.s.; preparing components and/or affixing with rivets and/or screws; preparing and/or wiring resistances onto or into insulated bases; preparing and/or winding resistance spirals; bending and/or forming wire to jigs; drilling and countersinking, threading and tapping to jigs, stops or pre-determined marks or gauges; eyeletting; operating a spot welding machine; preparation of components; packing or filling cavities or double walled sections with heat insulating material; repetition Ohm testing of elements to pre-set setting Ohmmeter; soldering by hand or machine; wiring and/or connecting pre-formed wire or element leads to terminal blocks and/or fuses and/or switches; winding single resistances direct onto pre-designed spaced ceramic and/or porcelain—

First six months of experience.....	11·76
Thereafter.....	12·78

AANHANGSEL C.

AFDELING 2.

Installering en/of onderhoud en/of diens van diktagrawe en/of diktafoons en/of telekommunikasie- en telefooninstrumente en/of seinuitrusting en/of alarmstelsels en/of outomatiese totalisators en/of elektriese tyd- en verwante uitrusting.

(i) Woordomskrifings—

„Telefoonelektrisiën” beteken 'n werknemer in diens vir die oprigting en/of herstel en/of diens en/of onderhoud van telefoonuitrusting.

„Elektrise kommunikasie-monteur” beteken 'n werknemer wat in diens is vir die toepassing van die beginsels van elektrise krag op die werking van elektrise seinstelsels met inbegrip van totalisators en/of telefoons en/of klokkes en/of telegraaf- en/of ander aanwysings- en tydkontroletoestelle.

(ii) Lone en/of verdienste.—Geen werkgewer wat nie in hierdie afdeling geregistreer is nie, mag die voorwaardes toepas of die lone en/of verdienste wat in hierdie afdeling gespesifiseer word, betaal nie, t.w.—

Tarief 1.	Per uur. sent.
*Elektrise kommunikasie-monteur se werk..	50·26
Telefoonelektrisiën se werk.....	

Tarief 2.	
Telefoondraadwerker.....	47·71

*OPMERKINGS.—In verband met die werk van elektrotegniese kommunikasie-monteur se werk is die bepaling van hierdie Ooreenkoms betreffende oortyd, skofwerk en werk op openbare vakansiedae nie van toepassing op werk aan totalisators nie.

AANHANGSEL D.

AFDELING 3.

Die ontwerp, voorbereiding, oprigting en/of installering van kook- en elektrise verhittingstoestelle (uitgesonderd drukverhitters).

OPMERKINGS.—Tensy hy by die Raad in hierdie afdeling geregistreer is, mag geen werkgewer die diensvoorwaardes of betaling van lone en/of verdienste wat in hierdie afdeling genoem word, gebruik nie, nl.—

Vir die toepassing van hierdie afdeling beteken—

„Oprigting, n.e.g.” die inmeekaarsit van voorbereide bestanddele om 'n volledige toestel te vorm.

„Voorbereiding”, die verrigting van enige of alle werksaamhede wat hieronder genoem word.

Die volgende werksaamhede in verband met die installering en voorbereiding van kook- en verhittingsuitrusting (uitgesonderd drukverhitters), nl.—

Tarief 6.	Per uur. sent.
Elektrise standaardtoetsing van uitrusting en/of bestanddele gedurende en na voorbereiding en oprigting.....	37·48

Tarief 8.

Voorbereiding, nl.—

Mika-tipe-elemente — mikavorms volgens buitengewone tipes en vorms wikkel en/of vooraf vorm en/of sny; herhalings-hoogspanningstoetse—„geen belasting” (neon-tipe-toetser) na huidige punt—

Eerste ses maande ondervinding.....	14·31
Daarna.....	15·33

Tarief 9.

Voorbereiding, nl.—

Mika-tipe-elemente (n.e.g.) voorberei en/of bedraad; onderdele voorberei en/of met klinknaels en/of skroewe vassit; weerstandstoestelle op of in geïsoleerde voetstukke voorberei en/of bedraad; weerstandspirale voorberei en/of wikkel; draad in stelmasjiene buig en/of vorm; boor en versinkboor, skroefdraad sny en tap volgens stelmasjiene, stoppe of voorafbepaalde merke of mate; ogies insit; 'n puntsweismasjiene bedien; voorbereiding van bestanddele; holtes of afdelings met dubbele mure met warmte-isoleringsmateriaal toepak of opvul; ohm-toets van elemente by herhaling volgens gestelde stel van ohmmeter; met die hand of masjiene soldeer; voorafgevormde draad of elementgeleiers bedraad en/of verbind met eindpuntblokke en/of sekerings en/of skakelaars; enkele weerstandstoestelle regstreeks op voorafontwerpte gespasieerde keramiek en/of porselein wikkel—

Eerste ses maande ondervinding.....	11·76
Daarna.....	12·78

Rate 10.	Per Hour. cents.
Application of anti-corrosive coatings; filling and/or topping of ceramic insulating paste into and/or onto preformed housing by gauge; forming grooves into ceramic paste and/or covering by dies to jigs or stops by means of a press—	
First six months of experience.....	10·22
Thereafter.....	11·24

Rate 11.	
Cutting and/or stripping wire.....	10·22
Cleaning and/or tapping holes already drilled and tapped.....	
Cleaning, scraping and/or spraying or preformed resistance housings.....	
Fettling by hand and/or by grinding and/or polishing by machine and/or hand.....	
Preparation and/or mixing of ceramic constituents to gauge.....	
Stamping and/or affixing identification plates and labels.....	
Preparation, namely—	
(1) Inserting screws and nuts to ceramics and nut retainers to other metal parts (excluding connecting of leads).....	
(2) Placing into position of base plates and terminal blocks into and/or onto heating units (excluding connecting of leads).....	
(3) Reinforcing element lead wires.....	
(4) Threading insulators to lead wires.....	

ANNEXURE E.

DIVISION 4.

Neon signs and hot and cold cathode fluorescent lighting construction, preparation, installation, repair and servicing division.
No employer unless registered in this Division shall use the conditions or pay the wages and/or earnings specified in this Division, viz.—

The following operations in the preparation, construction, installation, repair and servicing of neon signs and hot and cold cathode fluorescent lighting—

Rate 1.	Per Hour. cents.
Bending glass tubes (n.e.s.).....	50·26
Erection of signs on site.....	
Final wiring and/or preparation of signs.....	
Lay-out work.....	
Servicing and/or maintaining of signs.....	
Sheet metal working (n.e.s.).....	
Signwriting.....	
Learnerships in respect of the above (other than designated trades), viz.—	
	Per Week.
	R c
First year of experience.....	3 92
Second year of experience.....	4 92
Third year of experience.....	6 80
Fourth year of experience.....	8 80
Thereafter Rate 1.	

Rate 6.	Per Hour. cents.
Baking coated glass tubes.....	37·48
Evacuating and/or filling glass tubes (n.e.s.).....	
Final wiring and/or preparation and/or testing of hot and cold cathode fluorescent lighting units.....	
Welding to jigs and/or welding parts so formed and/or located as to obviate the need for jig.....	

Rate 7.	
Applying fluorescent coating to glass tubes.....	34·93
Preparing electrodes.....	
Bending of glass tubes to jigs and/or moulds.....	
Evacuating and/or filling of prepared glass tubes by automatic or semi-automatic machine.....	
Sealing machine operating.....	
Sign face masking.....	
Tracing in the lay-out department.....	
Welding of electrodes to glass tubes.....	

Tarief 10.	Per uur. sent.
Roeswerende lae aansit; keramiekisoleerpasta in en/of op gevormde hulsels volgens mate volmaak en/of aanvul; gleuwe in keramiekpasta vorm en/of toemaak deur stempels in stelmasjiene of stoppe deur middel van 'n pers—	
Eerste ses maande ondervinding.....	10·22
Daarna.....	11·24

Tarief 11.	
Draad sny of afstroop.....	10·22
Gate reeds geboor en getap, weereens sny en/of tap.....	
Gevormde weerstandhulsels skoonmaak, skraap en/of spuit.....	
Met die hand gelykskuur en/of met 'n masjien en/of die hand skuur en/of poleer.....	
Keramiekbestanddele volgens mate voorberei en/of meng.....	
Identifikasieplaatjies en -etikette stempel en/of vassit.....	
Voorbereiding, nl.—	
(1) Skroewe en moere in keramiek insit en moerhouers in ander metaaldele (uitgesonderd die verbinding van loodsoorte).....	
(2) Grondplate en eindblokke in en/of op verhitte eenhede in posisie plaas (uitgesonderd die verbinding van geleiers).....	
(3) Geleiers van elemente versterk.....	
(4) Isolators volgens geleiers sny.....	

AANHANGSEL E.

AFDELING 4.

Afdeling vir die vervaardiging, voorbereiding, installering, herstel en bediening van neonreklameborde en warm en koue fluoresserende katodebeligting.

Tensy hy in hierdie afdeling geregistreer is, mag geen werkgewer die diensvoorwaardes gebruik of die lone en/of verdienste betaal wat in hierdie afdeling genoem word nie, nl.—

Die volgende werksaamhede in die vervaardiging, voorberei, installeer, herstel en bedien van neonreklameborde en warm en koue fluoresserende katodebeligting.

Tarief 1.	Per uur. sent.
Glasbuis buig (n.e.g.).....	50·26
Reklameborde op persele oprig.....	
Reklameborde finaal bedraad en/of voorberei.....	
Uitlewerk.....	
Reklameborde bedien en/of onderhou.....	
Plaatmetaalwerk (n.e.g.).....	
Letterskilder.....	
Leerlingskap, t.o.v. bogenoemde (behalwe aangewese bedrywe), nl.—	
	Per week.
	R c
Eerste jaar ondervinding.....	3 92
Tweede jaar ondervinding.....	4 92
Derde jaar ondervinding.....	6 80
Vierde jaar ondervinding.....	8 80
Daarna Tarief 1.	

Tarief 6.	Per uur. sent.
Bedekte glasbuis bak.....	37·48
Glasbuis leeg en/of volmaak.....	
Warm en koue fluoresserende katodeligeneenhede finaal bedraad en/of voorberei en/of toets.....	
In stelmasjiene en/of sweisdele sweis wat aldus gevorm is en/of waarvan die plek bepaal is om die noodsaaklikheid van 'n stelmasjien uit te skakel.....	

Tarief 7.	
Fluoresserende lae aan glasbuis aansit.....	34·93
Elektrodes voorberei.....	
Glasbuis in stelmasjiene en/of gietvorms buig.....	
Voorbereide glasbuis met outomatiese of half-outomatiese masjien leeg- en/of volmaak.....	
Verseëlmasjien bedien.....	
Vooraansig van reklameteken maskeer.....	
Natrek in die tekenafdeling.....	
Elektrodes aan glasbuis sweis.....	

Rate 9.

Beading and/or seaming and/or grooving and/or locking double side top or bottom; circular cutting and/or flanging and/or slitting by machine; cutting and/or cropping and/or shearing to templates and/or marks and/or stops and/or jigs and/or length gauges; cutting glass tubes to length; hot and/or cold bending and/or forming to jigs and/or dies and/or stops; hot and/or cold blanking by press; operating press; operating spot and/or butt welding machine; preparing and/or spraying of sign boxes for reception of sign faces; punching to marks and/or stops and/or jigs and/or gauges by hand and/or machine; repetition operation of a drilling machine; rivetting by hand and/or machine; roller bending; steam welding; soldering; spraying of vitreous enamel (sign faces)—

First six months of experience..... 11.76
Thereafter..... 12.78

Rate 10.

Preparing connector blocks; cutting wiring connections to set lengths and fitting eyelets; fixing ballasts to wiring channels; dismantling of old old signs (in shop); metal cleaning by pickling and/or degreasing by vat and/or tank—

First six months of experience..... 10.22
Thereafter..... 11.24

Rate 11.

Dipping in enamel and/or paint..... }
Washing and/or rinsing and/or drying of glass } 10.22
tubes..... }

ANNEXURE F.

DIVISION 5.

The design, preparation, erection and/or installation of radio, refrigeration and domestic electrical appliance equipment.

No employer unless registered by the Council in this Division, shall use the Division or pay the wages and/or earnings specified in this Division, viz.—

Rate 1.

Radiotrician's work—which includes tracing and/or correcting faults in radio equipment..... }
Refrigerator mechanic's work..... } 50.26
Refrigerator cabinet making..... }

Rate 7A.

Domestic appliance handyman (an employee who fits radios and/or refrigerators, and/or any other household electrical appliances to existing electrical connections or plugs and/or erects aerials)..... 24.70

Rate 8.

Mounting of assembled new radiogram units and/or new chassis into cabinets which have previously been cut to accommodate receivers and/or gram units—

First six months of experience..... 14.31
Thereafter..... 15.33

Rate 9.

Uncrating and erecting of domestic appliances—other than the wiring up of such appliances; repetition soldering—

First six months of experience..... 11.76
Thereafter..... 12.78

Per Hour.
cents.

Tarief 9.

Dubbele kante en bo- en onderkante omkraal en/of omsoom en/of groef en/of sluit; rond-sny en/of flense sny en/of oopsny met masjien; volgens leipatrone en/of merke en/of stoppe en/of stelmasjiene en/of lengtemeters sny en/of kortsny en/of skuinsny; glasbuis in lengtes sny; warm- en/of koudbuig en/of vormwerk in stelmasjiene en/of stempels en/of stoppe; blinde stukke warm en/of koud met perse uitslaan; perse bedien; punt- en/of stompsweismasjiene bedien; neonkiste voorberei en/of spuit om die reklametekens daarop te monteer; met die hand en/of masjien volgens merke en/of stoppe en/of stelmasjiene en/of meters pons; herhalingsbediening van boormasjiene; klinkwerk met die hand en/of masjien doen; rolbuigwerk; nate sweis; soldeer; verglasing spuit (reklametekens)—

Eerste ses maande ondervinding..... 11.76
Daarna..... 12.78

Tarief 10.

Verbindingsblokke voorberei; bedradingsverbandings volgens vasgestelde lengtes sny en ogies monteer; ballas aan bedradingskanale vasmaak; ou reklameborde (in werkwinkel) uitmekaarhaal; metaal met suur skoonmaak en/of ontvetting in vat en/of tenk—

Eerste ses maande ondervinding..... 10.22
Daarna..... 11.24

Tarief 11.

In enemmel en/of verf indoop..... }
Glasbuis was en/of uitspoel en/of droogmaak } 10.22

AANHANGSEL F.

ADELING 5.

Die ontwerp, voorbereiding, oprigting en/of installering van uitrusting vir radio's, koelkaste en huishoudelike elektriese toestelle.

Tensy hy by die Raad in hierdie afdeling geregistreer is, mag geen werkgewer die afdeling gebruik of die lone en/of verdienste wat in hierdie afdeling genoem word, betaal nie.

Tarief 1.

Radiotrisiënswerk—met inbegrip van die opspoor en/of verhelp van defekte in radiotoerusting.. }
Werktuigkundige by koelinrigtings..... } 50.26
Werktuigkundige by huishoudelike toestelle.... }
Maak van koelkaste se kaste..... }

Tarief 7A.

Handlanger by huishoudelike toestelle ('n werknemer wat radio's en/of koelkaste en/of enige ander huishoudelike elektriese toestelle met bestaande elektriese leidings of stopkontakke verbind en/of luggrade oprig)..... 24.70

Tarief 8.

Nuwe gemonteerde radiogrammeenhede en/of nuwe onderstelle in kaste insit wat vroeër inmeekaargesit is om ontvangtoestelle en/of grameenhede te bevat—

Eerste ses maande ondervinding..... 14.31
Daarna..... 15.33

Tarief 9.

Huishoudelike toestelle uitpak en oprig (maar nie die bedrading van sulke toestelle nie); by herhaling soldeer—

Eerste ses maande ondervinding..... 11.76
Daarna..... 12.78

Per uur.
sent.

No. 824.] [6 October 1961.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941, AS AMENDED.

ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY (CAPE).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Electrical Contracting and Servicing Industry (Cape), published under Government Notice No. 823, dated 6th October, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 824.] [6 Oktober 1961.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941, SOOS GEWYSIG.

ELEKTROTEGNIËSE AANNEMINGS- EN
BEDIENINGSNYWERHEID (KAAP).

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. 823 van 6 Oktober 1961, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 825.]

[6 October 1961.

WAR MEASURES ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING ALLOWANCES PAYABLE UNDER WAR MEASURE No. 43 OF 1942, AS AMENDED.

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations—

- (a) in respect of all employees who are entitled to a cost of living allowance in terms of clause 28 of Part I and clause 8 (2) of Part II of the Agreement for the Electrical Contracting and Servicing Industry (Cape), published under Government Notice No. 823 of the 6th October, 1961; and
- (b) to the extent to which a cost of living allowance is payable in terms of the said regulations on the remuneration payable to any employee in terms of clause 11 of Part I and clause 10 of Part II of the said Agreement.

M. VILJOEN,
Deputy-Minister of Labour.

No. 825.]

[6 Oktober 1961.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAES BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die bepalings van genoemde regulasies op—

- (a) ten opsigte van alle werknemers wat kragtens klousule 28 van Deel I en klousule 8 (2) van Deel II van die Ooreenkoms vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), gepubliseer by Goewermentskennisgewing No. 823 van 6 Oktober 1961, op 'n lewenskostetoelae geregtig is; en
- (b) in die mate waarin 'n lewenskostetoelae ingevolge genoemde regulasies betaalbaar is op die besoldiging wat ooreenkomstig klousule 11 van Deel I en klousule 10 van Deel II van genoemde Ooreenkoms aan enige werknemer betaalbaar is.

M. VILJOEN,
Adjunk-minister van Arbeid.

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