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[No. 1920.

## GOVERNMENT NOTICES.

## DEPARTMENT OF LABOUR.

No. R.2019.]

[15th December, 1967.

## INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL CONTRACTING INDUSTRY,  
TRANSVAAL.

## AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1969, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 7 (3) (iii), 17, 18 (3), 23, 24 and 25, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1969, the provisions of the said Agreement, excluding those contained in clauses 2, 7 (3) (iii), 17, 18 (3), 23 to 50 (inclusive), shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,  
Minister of Labour.

## GOEWERMENSKENNISGEWINGS.

## DEPARTEMENT VAN ARBEID.

No. R.2019.]

[15 Desember 1967.

## WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIESE AANNEMINGSNYWERHEID,  
TRANSVAAL.

## OOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemingsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1969 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 7 (3) (iii), 17, 18 (3), 23, 24 en 25, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Provincie Transvaal; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 7 (3) (iii), 17, 18 (3), 23 tot en met 50, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1969 eindig, in die Provincie Transvaal *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,  
Minister van Arbeid.

## SCHEDULE.

## INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING INDUSTRY (TRANSVAAL).

## AGREEMENT

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

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

The South African Electrical Workers' Association  
(hereinafter referred to as the "employees" or "trade union"), of the other part,  
being the parties to the Industrial Council for the Electrical Contracting Industry (Transvaal).

## 1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed by all employers and employees engaged or employed in the Electrical Contracting Industry in the province of the Transvaal; provided that they shall—

- (a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any condition fixed thereunder;
  - (b) apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, 1951, as amended, or any condition fixed thereunder;
  - (c) not apply to clerical employees and administrative staffs;
- (2) Clauses 13 (1) to 13 (4) (inclusive), 14, 23 to 50 (inclusive) shall not apply to unskilled labourers and drivers.

## 2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, and shall remain in operation until the 24th May, 1969, or for such period as may be determined by the Minister.

## 3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956, as amended;  
"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, as amended; or an employee serving a probationary period in terms of section *twenty* of the said Act;

"Area A" means the areas covered by the Magisterial Districts of Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nigel, Oberholzer, Pretoria, Potchefstroom, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria and Witbank;

"Area B" means the area covered by the Province of the Transvaal excluding "Area A" as defined;

"artisan" means an employee who has served an apprenticeship in any branch of the electrical trade which is recognized by the Council as being sufficient to entitle such employee to work in the Industry, or has received training recognized by the Council or is the holder of a certificate of registration in terms of the Electrical Wiremen & Contractors Act, 1939, as amended;

"Council" means the Industrial Council for the Electrical Contracting Industry (Transvaal);

"Driver" means the driver of a mechanical vehicle;

"Electrical Contracting Industry" means the joint enterprise in which employers and their employees are associated for the purpose of the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing or electrical wiring associated therewith, but excluding the repair and/or maintenance and/or installation of lifts and escalators in buildings;

## BYLAE.

## NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE AAN NEMINGSNYWERHEID (TRANSVAAL).

## OOREENKOMS

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

Electrical Contractors' Association (South Africa)  
(hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en

The South African Electrical Workers' Association  
(hieronder die "werkneemers" of die "vakvereniging" genoem) aan die ander kant,

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

## 1. GEBIEDS- EN TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werkneemers wat betrokke is by werk saam is in die Elektrotegniese Aannemingsnywerheid in die Provincie Transvaal; met dien verstande dat genoemde bepalings—

- (a) op vakleerlinge van toepassing is slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;
- (b) op kwekelinge van toepassing is slegs vir sover dit nie met die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, of met 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;
- (c) nie op klerklike werkneemers en administratiewe personeel van toepassing is nie.

(2) Klousules 13 (1) tot en met 13 (4), 14, 23 tot en met 50 is nie op ongeskoole arbeiders en bestuurdes van motorvoertuie van toepassing nie.

## 2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, vasstel en bly van krag tot 24 Mei 1969 of vir dié tydperk wat die Minister mag bepaal.

## 3. WOORDOMSKRYWING.

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

„Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;  
„vakleerling" 'n werkneemter wat werkzaam is ingevolge 'n skriftelike vakleerlingkontrak wat geregistreer is of geag word geregistreer te wees ingevolge die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig; of 'n werkneemter wat 'n proeftydperk dien ooreenkomsdig die bepalings van artikel *twintig* van genoemde Wet;

„Gebied A" die gebied wat beslaan word deur die landdrostdistrikte Alberton, Balfour, Benoni, Boksburg, Brakpan, Delmas, Germiston, Heidelberg, Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg, Nigel, Oberholzer, Pretoria, Potchefstroom, Randfontein, Roodepoort, Springs, Vanderbijlpark, Vereeniging, Westonaria en Witbank;

„Gebied B" die gebied wat beslaan word deur die Provincie Transvaal, uitgesonderd „Gebied A" soos omskryf;  
„ambagsman" 'n werkneemter wat 'n leertyd uitgedien het in enige vertakking van die elektrotegniese bedryf wat deur die Raad erken word as voldoende om so 'n werkneemter daarop geregtig te maak om in die Nywerheid te werk, of wat opleiding ontvang het wat deur die Raad erken word of wat in besit is van 'n registrasiesertifikaat ingevolge die bepalings van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, soos gewysig;

„Raad" die Nywerheidsraad vir die Elektrotegniese aannemingsnywerheid (Transvaal);

„bestuurder van 'n motorvoertuig" die bestuurder van 'n megiese voertuig;

„Elektrotegniese Aannemingsnywerheid" die gesamentlike onderneming waarin werkgewers en hul werkneemters met mekaar geassosieer is met die doel om elektriese installasies wat 'n integrale en permanente deel van geboue uitmaak, te ontwerp, te berei (uitgesonderd vervaardiging vir verkoop) en op te rig en om sodanige installasies te herstel en/of te onderhou, met inbegrip van kabellaspark of elektrotegniese bedrading wat daarmee in verband staan, maar uitgesonderd die herstel en/of onderhou en/of installering van hysers en roltrappe in geboue;

"fund year" means a year ending on the 30th June;	„fondsjaar” 'n jaar wat op 30 Junie eindig;									
"Industry" means the Electrical Contracting Industry;	„Nywerheid” die Elektrotegniese Aannemingsnywerheid;									
"lock up" means any shed, room, workshop, factory, or similar place, constructed of four walls and roof, composed of concrete, brick work, wood, iron or any combination thereof, which can be securely locked, the whole to be so constructed to provide a place for the safekeeping of employees' tools and clothes at any time;	„toesluitplek” 'n skuur, kamer, werkinkel, fabriek of dergelike plek wat uit vier mure en 'n dak bestaan, van beton, baksteen, hout, yster of 'n kombinasie daarvan gebou is en wat veilig toegesluit kan word en wat in sy geheel so gebou is dat dit 'n plek verskaf waar die gereedskap en klere van werknemers te eniger tyd veilig bewaar kan word;									
"Medical Practitioner" means any person registered as such with the South African Medical and Dental Council in terms of Act No. 13 of 1928 (as amended);	„mediese praktisyen” 'n persoon wat ooreenkomsdig die bepalings van Wet No. 13 van 1928 (soos gewysig) as sodanig by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is;									
"public holiday" means New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day;	„openbare vakansiedag” Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag;									
"Specialist" means any person registered as such with the South African Medical and Dental Council in terms of Act No. 13 of 1928 (as amended);	„spesialis” 'n persoon wat ooreenkomsdig die bepalings van Wet No. 13 van 1928 (soos gewysig) as sodanig by die Suid-Afrikaanse Geneeskundige en Tandheelkundige Raad geregistreer is;									
"suitable accommodation" means a boarding house, hotel, caravan or other suitable accommodation approved by the Council;	„gesikte huisvesting” 'n losieshuis, hotel, karavaan of ander gesikte huisvesting wat deur die Raad goedgekeur is;									
"trainee" means a person for whom training is provided under the Training of Artisans Act, 1951;	„kwekeling” iemand wat ooreenkomsdig die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, opgelei word;									
"unskilled labourer" means an employee engaged in any or all of the following—	„ongeskoolde arbeider” 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:									
(a) loading or unloading materials;	(a) Materiaal op- of aflaai;									
(b) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;	(b) gieuwe en gate in mure en betonvloere maak vir leipype, beton- en baksteenwerk boor;									
(c) cutting of conduit to marks, threading and reaming thereof;	(c) leipype volgens merke sny, skroefdraad daarop insny en dit ruim;									
(d) digging of holes and planting of poles;	(d) gate grawe en pale inplant;									
(e) laying of cables under direct supervision of an artisan in trenches, ducts and racks;	(e) onder onmiddellike toesig van 'n ambagsman kabels in slote, leidings en rakke lê;									
(f) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;	(f) stroop van oortollige aanlegte en uitrusting in verband daarmee, waarvan toeverkabels verwijder is;									
(g) cleating including the placing of the wires in the cleats; provided no tensioning is done;	(g) vasklamp, met inbegrip van die insit van die drade in die klampe; met dien verstande dat geen spanningswerk gedoen word nie;									
(h) fitting of light electrical trunking up to medium voltage containing medium and low voltage circuits; provided no wiring is done;	(h) bevestiging van ligte elektriese hooflynkabels tot en met mediumspanning en wat medium en lae spanningkringe bevat: met dien verstande dat geen bedrading gedoen word nie;									
(i) operating a trenching machine;	(i) loopgraafmasjien bedien;									
(j) assisting artisans wherever necessary, but not to perform work except as set out in this definition.	(j) waar nodig, ambagsmanne help, maar nie om werk te doen uitgesonderd soos in hierdie omskrywing uitengesit;									
"wage" means the hourly wage prescribed in clause 4 of this Agreement; provided that where an employer regularly pays an employee an amount higher than that prescribed in the said clause, it shall mean such higher amount;	„loon” die uurloon voorgeskryf in klosule 4 van hierdie Ooreenkoms; met dien verstande dat waar 'n werkewer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié wat in genoemde klosule voorgeskryf word, dit sodanige hoër bedrag beteken;									
"wet weather shelter" means a shelter constructed of weather-proof materials in such manner that the occupants will be kept dry and comfortable in any circumstances;	„skuiling teen die weer” 'n skuiling wat van waterdigte materiaal gemaak is en wel op so 'n manier dat diegene wat daarin is, onder alle omstandighede droog gehou sal word en gerief sal hê;									
"working day" means any day other than Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day;	„werkdag” enige dag, uitgesonderd Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag;									
"working employer" or "partner" means any employer or any partner in a partnership who himself performs work similar to that carried out by employees in the Industry.	„werkende werkewer” of „vennoot” 'n werkewer of 'n vennoot in 'n vennootskap wat self werk verrig wat soortgelyk is aan dié wat deur die werknemers in die Nywerheid uitgevoer word.									
4. WAGES.										
(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:—										
	Cents per Hour.									
(a) (i) Unskilled labourers, area A ... ... ... ...	22									
(ii) Unskilled labourers, area B ... ... ... ...	16									
(iii) Unskilled labourers, juveniles (expressed as a percentage of the full rate of an unskilled labourer in the particular area).										
Period of Service with same Employer.										
Age at Commencement of Employment.										
	First Year. (Percentage).	Second Year. (Percentage).	Third Year. (Percentage).	Fourth Year. (Percentage).						
Under 16.....	50	60	75	100						
Under 17.....	55	70	85	100						
Under 18.....	65	80	100	—						
Under 19.....	75	90	100	—						
Leeftyd by begin van diens.										
	Eerste jaar. (Persentasie)	Twede jaar. (Persentasie)	Derde jaar. (Persentasie)	Vierde jaar. (Persentasie)						
Onder 16.....	50	60	75	100						
Onder 17.....	55	70	85	100						
Onder 18.....	65	80	100	—						
Onder 19.....	75	90	100	—						
Tydperk van diens by dieselfde werkewer.										
Leeftyd by begin van diens.										
	Eerste jaar. (Persentasie)	Twede jaar. (Persentasie)	Derde jaar. (Persentasie)	Vierde jaar. (Persentasie)						
Onder 16.....	50	60	75	100						
Onder 17.....	55	70	85	100						
Onder 18.....	65	80	100	—						
Onder 19.....	75	90	100	—						
(iv) Die getal jeugdige ongeskoolde arbeiders wat 'n werkewer in diens het, mag te gener tyd nie meer as een vir elke ses ongeskoolde arbeiders in sy diens wees nie.										

(b) Driver of a mechanical vehicle, the unladen weight of which, together with the unladen weight of any trailer or trailers attached to or drawn by such vehicle is:—

	Cents per hour.	Area A. Area B
Up to and including 2,000 lbs. .... ..	42	37
Over 2,000 lbs., up to and including 6,000 lbs. .... ..	47	41
Over 6,000 lbs., up to and including 10,000 lbs. .... ..	50	44
Over 10,000 lbs. .... ..	56	49

(c) Employees in all other trades or occupations (excluding apprentices and trainees) in:

	Cents per Hour.
(i) Area A .... ..	97½
(ii) Area B .... ..	85

(2) *Shortage of Material.*—An employer shall pay to each of his employees, whom he has temporarily suspended from work owing to shortage of material, an amount equivalent to the wages and allowances which such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension.

(3) (a) The wages prescribed in sub-clause 1 (c) of this clause shall be adjusted upwards or downwards at the rate of  $\frac{1}{2}$  cent per hour as each notch of .657 points is traversed by the consumer price index figure.

(b) Any increase or decrease in the wages shall become effective on the first Friday after the 15th January or the 15th July of each year and shall be based on the latest index figure published in the *Government Gazette* necessitating such increase or decrease.

(c) For the purpose of this sub-clause "notch" means each complete stage of .657 points variation in the index figure upwards or downwards from 121.476 and the consumer price index figure or "index figure" means the average between the figures for the Witwatersrand and Pretoria, relating to all items as published by the Director of Statistics in the *Government Gazette* in respect of each area compared with itself in October 1958.

(4) The wages prescribed in this clause shall include cost-of-living allowance as prescribed under War Measure No. 43 of 1942, as amended, and no adjustment in the cost-of-living allowance prescribed by the said War Measure shall affect the wages prescribed in this clause.

(5) *Certificate Allowance.*—Subject to the provisions of clauses 11 and 14, in addition to wages and other allowances prescribed in this Agreement, an allowance of  $2\frac{1}{2}$ c per hour worked, shall be paid by an employer to each employee employed by him who is a holder of a certificate of registration in terms of the Electrical Wiremen and Contractors Act, 1939, as amended.

(6) *Differential Rates.*—An employer who requires or permits an employee to perform on any day, either in addition to his own work or in substitution therefor, work of another type for which a higher wage than that of his own type is prescribed in sub-clause (1) of the clause, shall pay such employee in respect of the whole of that day the higher wage prescribed in sub-clause (1) of this clause; provided that if an employee who normally performs the work of an unskilled labourer performs the work of a driver, such employee shall be paid at the higher rates only in respect of time actually occupied in driving a mechanical vehicle; except that if such unskilled labourer performs the work of a driver for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.

(7) *Responsibility.*—No artisan, apprentice or trainee shall allow or permit any unskilled labourer, working under his control or supervision, to perform any work other than that referred to in the definition of unskilled labourer in clause 3 of the Agreement.

(8) Notwithstanding any provision contained in this Agreement an employee who is temporarily employed in an area where lower wages are prescribed than in the area where he is normally employed, shall continue to receive the wages he was receiving prior to leaving the area where he is normally employed.

(9) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this sub-clause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purpose hereof, Agreement shall include any amendment thereto.

##### 5. PIECE-WORK.

(1) The giving out by employers or the performance by employees of work on a piece-work basis is prohibited. For the purpose of this clause "piece-work" shall mean any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done irrespective of the time spent on such work.

(b) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat daarvan geheg is of daardeur getrek word—

	Sent per uur	Gebied A. Gebied B.
tot en met 2,000 lb. is	42	37
oor 2,000 lb. tot en met 6,000 lb. is	47	41
oor 6,000 lb. tot en met 10,000 lb. is	50	44
oor 10,000 lb. is	56	49

(c) Werknemers in alle ambagte of beroepe (uitgesondert vakleerlinge en kwekelinge) in:

	Sent per uur
(i) Gebied A	97½
(ii) Gebied B	85

(2) *Tekort aan materiaal.*—'n Werkewer moet aan elkeen van sy werknemers wat hy tydelik werkloos gestel het as gevolg van 'n tekort aan materiaal, 'n bedrag betaal wat gelyk is aan die lone en toelaes wat sodanige werknemer sou ontvang het as hy al die gewone werkure wat in sodanige tydperk van werkloosheid voorgekom het, gewerk het.

(3) (a) Die lone voorgeskryf in subklousule 1 (c) van hierdie klousule moet met  $\frac{1}{2}$  sent per uur verhoog of verlaag word namate die verbruikersprysindeksyf hoer styg of laer daal as elke kerf van .657 punte.

(b) 'n Verhoging of verlaging in die lone word van krag op die eerste Vrydag na die 15de Januarie of die 15de Julie van elke jaar en word gebaseer op die jongste indekssyf in die *Staatskoerant* gepubliseer wat sodanige verhoging of verlaging noodsaaklik maak.

(c) Vir die toepassing van hierdie subklousule beteken „kerf“ elke voltooi stadium van .657 punte waarmee die indekssyf hoer styg of laer daal as 121.476 en die verbruikersprysindeksyf of die „indekssyf“ beteken die gemiddelde syfer vir die Witwatersrand en Pretoria ten opsigte van alle items, soos deur die Direkteur van Statistiek in die *Staatskoerant* gepubliseer ten opsigte van elke gebied, vergeleke met die syfer in Oktober 1958.

(4) Die lone voorgeskryf in hierdie klousule sluit die lewenskostetoeleae soos voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos gewysig, in, en geen aanpassing van die lewenskostetoeleae voorgeskryf by gemelde Oorlogsmaatreël raak die lone in hierdie klousule voorgeskryf nie.

(5) *Sertifikaattoelae.*—'n Werkewer moet, behoudens die bepalings van klosules 11 en 14 en benewens die lone en ander toelaes voorgeskryf in hierdie Ooreenkoms, 'n toelae van  $2\frac{1}{2}$ c per uur gewerk aan elke werknemer betaal wat by hom in diens is en wat in besit is van 'n registrasiesertifikaat soos voorgeskryf in die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, soos gewysig.

(6) *Differensiële lone.*—'n Werkewer wat van 'n werknemer vereis of hom toelaat om op enige dag, hetby benewens sy eie werk of ter vervanging daarvan, die werk van 'n ander klas te verrig waarvoor 'n hoer loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, moet aan sodanige werknemer ten opsigte van die hele dag die hoer loon betaal wat in subklousule (1) van hierdie klousule voorgeskryf word; met dien verstande dat as 'n werknemer wat gewoonlik die werk van 'n ongeskoonde arbeider verrig, die werk van 'n bestuurder van 'n motorvoertuig verrig, sodanige werknemer slegs ten opsigte van die tyd wat werklik aan die bestuur van 'n meganiese voertuig bestee word, teen die hoer loon besoldig moet word; met dié uitsondering dat as sodanige ongeskoonde arbeider die werk van 'n bestuurder van 'n motorvoertuig vir meer as drie uur op 'n bepaalde dag verrig, hy vir die hele dag teen die hoer loon besoldig moet word.

(7) *Verantwoordelikheid.*—Geen ambagsman, vakleerling of kwekeling mag 'n ongeskoonde arbeider wat onder sy beheer of toesig werk, toelaat om enige ander werk te verrig nie as dié genoem in die omskrywing van „ongeskoolde arbeider“ in klosule 3 van hierdie Ooreenkoms.

(8) Ondanks die bepalings van hierdie Ooreenkoms, moet 'n werknemer wat tydelik werkzaam is in 'n gebied waar laer lone voorgeskryf word as dié in die gebied waarin hy gewoonlik werkzaam is, steeds die loon ontvang wat hy ontvang het voordat hy die gebied verlaat het waar hy gewoonlik werkzaam is.

(9) Niks in hierdie Ooreenkoms mag die loon verminder wat aan 'n werknemer betaal is onmiddellik voor of waarop 'n werknemer geregtig was op die datum waarop hierdie Ooreenkoms in werking tree, solank so 'n werknemer in die diens van dieselfde werkewer is nie. Die bepalings van hierdie subklousule geld ook in die geval van 'n werknemer wie se dienste deur so 'n werkewer na die datum waarop hierdie Ooreenkoms in werking tree, beëindig word en wat weer deur so 'n werkewer in diens geneem word. By die toepassing hiervan, omsluit „Ooreenkoms“ wrysigs daarvan in.

##### 5. STUKWERK.

(1) Die uitbesteding, deur werkewers, of die verrigting, deur werknemers, van werk op 'n stukwerkgrondslag word verbied. Vir die toepassing van hierdie klosule beteken „stukwerk“ 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is uitsluitlik op die hoeveelheid of omvang van die werk wat hy verrig het, bereken word ongeag die tyd wat aan sodanige werk bestee is.

(2) Notwithstanding the provisions of sub-clause (1) of this clause, it shall be permissible, by mutual agreement between any individual employer and his employee, to introduce and to operate a system of incentive payments; provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in this Agreement; provided further that the other provisions of this Agreement are adhered to in every respect; provided further, that apprentices shall not be allowed to participate in such a system.

#### 6. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis. No employee shall perform work on such a basis.

#### 7. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

(1) All remuneration due to employees shall be paid in cash weekly on Fridays before the end of the normal hours of work on that day or, subject to the provisions of clause 19 (3) on termination of employment if this takes place before the ordinary pay day of the employee.

When a Friday is a public holiday as defined in clause 3, payment shall be made on the preceding Thursday.

(2) All remuneration shall be handed to employees in sealed envelopes endorsed with the name and address of the employer, the name and designation of the employee, and a statement of the hours worked, overtime (where worked), allowances (where payable), authorized deductions (where applicable) and in all cases stating the rates paid and the amount enclosed.

The envelope shall be endorsed as follows:

Employees Name .....  
Name and address of employer .....

Week ending..... Designation.....

Wage .....	hrs. at.....	R.....
Overtime .....	hrs. at.....	R.....
Holiday allowance .....	hrs. at.....	R.....
Certificate Allowance .....	hrs. at.....	R.....
Holiday bonus .....	hrs. at.....	R.....
	sub-total	R.....
Less: Pension Fund contribution .....		R.....
	Taxable income	R.....
Plus: Benefit Allowance..... hrs. at.....		R.....
	sub-total	R.....
Less:		
Income Tax .....	R.....	
Holiday fund and bonus .....	R.....	
Benefit fund .....	R.....	
Industrial Council Levy .....	R.....	
Unemployment Insurance Fund R.....		
Trade Union Subscriptions .....	R.....	
	Amount enclosed: cash	R.....

(3) Subject to the provisions of this Agreement or any other agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the following:

- (i) Any deduction which an employer is legally or by order of any competent court required or permitted to make;
- (ii) with the written consent of the employee, deductions for insurance;
- (iii) deductions in terms of clause 23;
- (iv) any other deductions in terms of this Agreement.

#### 8. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated outside a radius of 3 miles but within a radius of 8 miles from the head office of an employer, but within the area to which this Agreement relates, the said employer shall pay to any employee who is working on such a job an allowance of 2c in the case of unskilled labourers and 3½c in the case of all other employees for every half-mile or portion of half-mile of the distance beyond such three mile radius. The allowance shall be payable for both ways daily.

(2) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing or pay for transport in respect of the said distance as prescribed in sub-clause (1) of this clause.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, is dit toelaatbaar om, by wyse van onderlinge ooreenkoms tussen 'n individuele werkewer en sy werknemer, 'n stelsel van aansporingsbetalings in te voer en daarvolgens te werk; met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers toekom, nie as gevolg van die invloed van werkewer sodanige stelsel minder mag wees nie as dié in hierdie Ooreenkoms voorgeskryf; en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in elke opsig nagekom moet word; en voorts met dien verstande dat vakleerlinge nie toegelaat word om aan so 'n stelsel deel te neem nie.

#### 6. KONTRAK VIR SLEGS ARBEID.

Geen werkewer mag werk op 'n kontrakgrondslag van „slegs arbeid“ uitbestee nie. Geen werknemer mag werk op so 'n grondslag verrig nie.

#### 7. BETALING VAN LONE, TOELAES EN OORTYDVERDIENSTE.

(1) Alle besoldiging wat aan werknemers verskuldig is, moet weekliks in kontant op Vrydag betaal word voor die beëindiging van die gewone werkure op daardie dag of, behoudens die bepalings van klousule 19 (3), by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind.

Wanneer 'n Vrydag 'n openbare vakansiedag is soos omskryf in klousule 3, moet betaling op die vorige Donderdag geskied.

(2) Alle besoldiging moet aan werkewers oorhandig word in verscille koeverte waarop die naam en adres van die werkewer, die naam en benaming van die werk van die werknemer, en 'n staat van die ure gewerk, die oortydure gewerk (indien gewerk), toelaes (indien betaalbaar), gemagtigde aftrekings (waar toepaslik) en in alle gevalle die skaal waarteen betaal word en die bedrag ingesluit, aangetoon word.

Die volgende besonderhede moet op die koevert ingevul word:  
Naam van werknemer .....  
Naam en adres van werkewer .....

Week geëindig ..... Benaming van werk .....

Loon .....	uur teen .....	R.....
Oortyd .....	uur teen .....	R.....
Vakansietoelae .....	uur teen .....	R.....
Sertifikaattoelae .....	uur teen .....	R.....
Vakansiebonus .....	uur teen .....	R.....
	subtotaal	R.....
Min: Pensioenfondsbydrae .....		R.....
	Belasbare inkomste	R.....
Plus: Bystandstoelae .....	uur teen .....	R.....
	subtotaal	R.....
Min:		
Inkomstebelasting .....		R.....
Vakansiefonds en -bonus .....		R.....
Bystandsfonds .....		R.....
Heffing van Nywerheidsraad .....		R.....
Werkloosheidversekeringsfonds .....		R.....
Ledegele vir vakvereniging .....		R.....
	Bedrag ingesluit:	
	kontant	R.....

(3) Behoudens die bepalings van hierdie Ooreenkoms of 'n ander ooreenkoms wat die partye aangegaan het, mag geen bedrag hoegenaamd (uitgesonderd dié hieronder genoem) afgetrek word nie van die bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone, oortydverdiende en/of enige ander vorm van besoldiging:—

- (i) 'n Bedrag wat 'n werkewer regtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag af trek;
- (ii) met die skriftelike toestemming van die werknemer, 'n bedrag vir versekering;
- (iii) bedrae wat ingevolge klousule 23 afgetrek word;
- (iv) enige ander bedrae wat ingevolge hierdie Ooreenkoms afgetrek word.

#### 8. STAPTYD EN VERVOER.

(1) Wanneer 'n werk geleë is buite 'n straal van 3 myl maar binne 'n straal van 8 myl van die hoofkantoor van 'n werkewer, maar binne die gebied waarop hierdie Ooreenkoms van toepassing is, moet genoemde werkewer aan 'n werknemer wat by so 'n werk werkzaam is, 'n toelae van 2c in die geval van ongeskoolde arbeiders en 3½c in die geval van alle ander werknemers betaal vir elke halfmyl of gedeelte van 'n halfmyl van die afstand verder as sodanige straal van drie myl. Die toelae is ten opsigte van albei rigtings daagliks betaalbaar.

(2) 'n Werkewer is daarop geregtig om geskikte vervoer in albei rigtings te verskaf of om vir vervoer ten opsigte van genoemde afstande, soos in subklousule (1) van hierdie klousule voorgeskryf, te betaal in plaas daarvan om bestaande toelae te betaal.

(3) Any time occupied by an employee in proceeding to or from work, shall be outside the ordinary working hours as prescribed in clause 10.

(4) An employer shall pay any employee entitled to walking time and/or transport allowance the same weekly.

#### 9. COUNTRY JOBS.

Subject to the provisions of sub-clause (4) of this clause the following transport allowances and/or allowances for sleeping accommodation, shall be paid by an employer to an employee sent by him to work away from his ordinary town or residence on a job situated within an area to which this agreement relates, but beyond a radius of eight miles from the head office of the employer prior to the commencement of the job:

(1) (a) Where the employee can reasonably be said to be able to and does return to his home every day, return second class railway or bus fare daily. Only time worked on the job shall be paid for.

(b) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of transport as contemplated by the preceding paragraph (a) in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, then such employee shall be paid for all time travelled outside the ordinary working hours in compliance with such requirement at 70c per hour; provided that the total amount paid in terms hereof shall not exceed R2.50 per day.

(2) Where the employee can reasonably be said to be unable to return to his home daily—

(a) second class railway fare to and from the place of work at the beginning and termination of such work, respectively; time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned, as prescribed in clause 4, and half hourly rate of wages for time spent in travelling outside the ordinary working hours;

(b) and suitable accommodation is available in proximity to the place of work this should be to the employer's account and where such accommodation is not available the employee shall be paid an allowance of R2.50 in respect of every night he spends away from home.

(3) Where an employee can reasonably be said to be able to proceed to his home at the week-end and return by the ordinary starting time on Monday, or Tuesday if Monday is a public holiday as defined in clause 3, he shall be entitled to second class return rail fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employee shall not be entitled to any remuneration in respect of the time spent in travelling during such week-ends.

(4) Where an employee is employed as a driver or an unskilled labourer the amounts of 70c and R2.50 payable in terms of sub-clause (1) (b) of this clause shall be reduced to 20c and 80c respectively and the amount of R2.50 payable in terms of sub-clause (2) (b) of this clause shall be reduced to 80c.

(5) Should the amounts payable in terms of this clause be in excess of the prescribed railway or bus fare such prescribed fare shall be applicable.

#### 10. DAYS AND HOURS OF WORK.

(1) (a) Subject to the provisions of clause 11, no employer shall require or permit an employee for whom wages are prescribed in clause 4 (1) (c) or an apprentice or a trainee to work in area A—

- (i) for more than eight hours in any one day, Mondays to Fridays;
- (ii) for more than five days in any one week, Mondays to Fridays;
- (iii) on a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day;
- (iv) before 7 a.m. or after 5 p.m.
- (v) 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 paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(b) Subject to the provisions of clause 11, no employer shall require or permit an employee for whom wages are prescribed in clause 4 (1) (c) or an apprentice or a trainee to work in Area B—

- (i) for more than eight hours 36 minutes in any one day;
- (ii) for more than five days in any one week, Mondays to Fridays;
- (iii) on a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day;
- (iv) before 7 a.m. or after 5 p.m.

(3) Alle tyd wat 'n werknemer daaraan bestee om na sy werk te gaan en daarvandaan terug te keer, val buite die gewone werkure soos voorgeskryf in klosule 10.

(4) 'n Werkewer moet aan 'n werknemer wat op 'n staptyd-en/of vervoertoelae geregtig is, sodanige toelae weekliks betaal.

#### 9. PLATTELANDSE WERK.

Behoudens die bepalings van subklosule (4) van hierdie klosule, moet 'n werkewer aan 'n werknemer wat deur hom gestuur is om werk te verrig weg van sy gewone dorp of woning op 'n werk wat geleë is in 'n gebied waarop hierdie Ooreenkoms van toepassing is, maar buite 'n straal van 8 myl van die hoofkantoor van die werkewer, voordat daar met die werk begin word, ondergenoemde vervoertoelae en/of toelaes vir slaapplek betaal:—

(1) (a) Wanneer daar redelikerwyse van die werknemer verwag kan word om elke dag na sy woonplek terug te keer, en hy dit wel doen, die koste van 'n spoorwegreertaartjie, tweedeklas, of die retoerbusgeld elke dag. Daar word slegs vir die tyd werklik aan sodanige werk bestee, betaal.

(b) Waar daar redelickerwyse van 'n werknemer verwag kan word om elke dag na sy woonplek terug te keer maar waar hy verhinder word om die vervoer soos in die voorafgaande paraagraaf (a) bedoel, te gebruik omdat daar van hom vereis word om hom by sy werkewer se besigheidsplek aan te meld voordat hy na sy werk vertrek en/of nadat hy van die dag se werk terugkeer, moet sodanige werknemer vir alle reistyd buite die gewone werkure wat as gevolg van die voldoening van sodanige vereiste meegebring word, betaal word teen 70c per uur; met dien verstande dat die totale bedrag wat ingevolge die bepalings hiervan betaal moet word, hoogstens R2.50 per dag mag bedra.

(2) Waar daar nie redelickerwyse van 'n werknemer verwag kan word om daagliks na sy woonplek terug te keer nie—

(a) die koste van 'n spoorwegkaartjie, tweedeklas, na en van die werkplek, onderskeidelik aan die begin en by die beëindiging van sodanige werk; vir reistyd gedurende die gewone werkure moet daar betaal word teen die urloor van die betrokke werknemer soos voorgeskryf in klosule 4 en vir reistyd buite die gewone werkure moet daar betaal word teen die helfte van sodanige urloor;

(b) en waar geskikte huisvesting naby die werkplek beskikbaar is, moet die werkewer hiervoor betaal, en waar sodanige huisvesting nie beskikbaar is nie, moet die werknemer 'n toelae van R2.50 betaal word ten opsigte van elke nag wat hy van sy woonplek af weg is.

(3) Waar daar redelickerwyse van 'n werknemer verwag kan word om gedurende die naweek na sy woonplek terug te keer en teen die gewone begintyd op Maandag, of Dinsdag indien Maandag 'n openbare vakansiedag is soos omskryf in klosule 3 weer by sy werk terug te wees, is hy geregtig op die koste van 'n spoorwegreertaartjie (tweedeklas) gedurende sodanige naweke maar geen bedrag word in plaas van sodanige reisgeld betaal nie indien die reis nie onderneem word nie. 'n Werkewer is nie op enige besoldiging ten opsigte van reistyd gedurende sodanige naweke geregtig nie.

(4) Waar 'n werkewer in diens is as 'n bestuurder van 'n motorvoertuig of 'n ongeskoole arbeider word die bedrae van 70c en R2.50 betaalbaar ingevolge die bepalings van subklosule (1) (b) van hierdie klosule verminder tot onderskeidelik 20c en 80c en die bedrag van R2.50 betaalbaar ingevolge die bepalings van subklosule (2) (b) van hierdie klosule word verminder tot 80c.

(5) Indien die bedrae wat ingevolge die bepalings van hierdie klosule betaalbaar is, die voorgeskrewe spoorwegreisgeld of busgeld te bowe gaan, is sodanige reisgeld of geld van toe passing.

#### 10. WERKDAG EN WERKURE.

(1) (a) Behoudens die bepalings van klosule 11, mag 'n werkewer van 'n werknemer vir wie lone in klosule 4 (1) (c) voorgeskryf word of 'n vakleerling of 'n kwekeling, vereis om toelaat om in Gebied A soos volg te werk nie:—

- (i) Vir meer as agt uur op een dag, van Maandag tot Vrydag
- (ii) vir meer as vyf dae in enige week van Maandag tot Vrydag
- (iii) op 'n Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag;
- (iv) voor 7 vm. of na 5 nm.;
- (v) vir 'n aaneenlopende tydperk van meer as vyf uur sonde 'n ononderbroke pouse van minstens een uur; met dien verstande dat, vir die toepassing van hierdie paragraaf werktydperke wat deur 'n pouse van minder as een uu onderbreek word, geag word aaneenlopend te wees.

(b) Behoudens die bepalings van klosule 11, mag 'n werkewer van 'n werknemer vir wie lone in klosule 4 (1) (c) voorgeskryf word of 'n vakleerling of 'n kwekeling, vereis of hom toelaat om in Gebied B soos volg te werk nie:—

- (i) Vir meer as agt uur 36 minute op 'n bepaalde dag;
- (ii) vir meer as vyf dae in 'n bepaalde week van Maandag tot Vrydag;
- (iii) op 'n Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag;
- (iv) voor 7 vm. of na 5 nm.

(v) 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 paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(c) Subject to the provisions of clause 11, no employer shall require or permit an unskilled labourer to work—

- (i) for more than eight hours 48 minutes in any one day;
- (ii) for more than five days in any one week, Mondays to Fridays;

(iii) on a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day;

(iv) before 7 a.m. or after 5 p.m.

(v) 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 paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(d) Subject to the provisions of clause 11, no employer shall require or permit a driver to work—

- (i) for more than eight hours 36 minutes in any one day;
- (ii) for more than five days in any one week, Mondays to Fridays;

(iii) on a Saturday, Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant or Christmas Day;

(iv) before 7 a.m. or after 5 p.m.

(v) 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 paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) All working employers and partners shall observe the provisions of sub-clauses (1) (a) and (1) (b).

(3) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the Electrical Contracting Industry, whether for remuneration or not, outside of the ordinary hours of work or working days prescribed in sub-clause (1), save that such employee may work for himself only.

#### 11. OVERTIME.

(1) Any employee who is required to work any time outside the hours as prescribed in clause 10 of this Agreement shall be paid at the rate of—

(a) his hourly rate of wages plus an amount equal to the holiday fund and certificate allowances where payable to him in terms of this Agreement for the first hour actually worked after ordinary hours of work on any day from Monday to Friday and thereafter one-and-a-third times his hourly rate of wages for every hour or part of an hour for all hours so worked on such days;

(b) One-and-one-third times his hourly rate of wages for every hour or part of an hour for all hours worked prior to 12 noon on a Saturday and thereafter one-and-one-half times his hourly rate of wages for every hour or part of an hour for all hours worked after 12 noon on a Saturday;

(c) One-and-two-thirds times his hourly rate of wages for every hour or part of an hour for all hours worked on a Sunday or a public holiday.

(2) No employer shall permit an employee to work and no employee shall work more than 56 hours, inclusive of overtime, in any one week.

#### 12. ANNUAL LEAVE.

(1) (a) Employees for whom wages are prescribed in clause 4 (1) (c) and trainees.

(i) Each employee for whom wages are prescribed in clause 4 (1) (c) or a trainee shall be entitled to three consecutive weeks (15 consecutive working days) leave after each completed cycle of 49 weeks of employment, exclusive of overtime, whether worked for one or more employers.

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

(iii) Where a public holiday as defined in clause 3 falls within the period of annual leave granted to employees for whom wages are prescribed in clause 4 (1) (c) and trainees in terms of the preceding paragraphs, such employees and trainees shall be compensated in the discretion of the employer by either—

(aa) a corresponding extension in the annual leave period as prescribed;

#### OR

(bb) payment at the ordinary rate of remuneration in respect of such day or days which shall be in addition to the payment in terms of clauses 13 and 14;

provided that where the public holiday as defined in clause 3 falls on a Saturday the terms of this paragraph shall not apply.

(v) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pauze van minstens een uur; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pauze van minder as een uur onderbreek word geag word aaneenlopend te wees.

(c) Behoudens die bepalings van klosule 11, mag geen werkewer van 'n ongeskooleerde arbeider vereis of hom toelaat om soos volg te werk nie:—

- (i) vir meer as agt uur 48 minute op 'n bepaalde dag;
- (ii) vir meer as vyf dae in 'n bepaalde week van Maandag tot Vrydag;

(iii) op 'n Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag;

(iv) voor 7 vm. of na 5 nm.;

(v) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pauze van minstens een uur; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pauze van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(d) Behoudens die bepalings van klosule 11, mag 'n werkewer nie van 'n bestuurder van 'n motorvoertuig vereis of hom toelaat om soos volg te werk nie:—

- (i) Vir meer as agt uur 36 minute op 'n bepaalde dag;
- (ii) vir meer as vyf dae in 'n bepaalde week van Maandag tot Vrydag;

(iii) op 'n Saterdag, Sondag, Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag of Kersdag;

(iv) voor 7 vm. of na 5 nm.;

(v) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pauze van minstens een uur; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pauze van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(2) Alle werkende werkewers en vennote moet die bepalings van subklosules (1) (a) en (1) (b) nakom.

(3) Geen werkemmer mag, terwyl hy in die diens van 'n werkewer is, buite die gewone werkure of die werkdae voorgeskryf in subklosule (1), werk in die Elektrotegniese Aannemingsnywerheid vra, onderneem of verrig nie, behalwe dat sodanige werkemmer werk slegs vir homself mag verrig.

#### 11. OORTYDWERK.

(1) 'n Werkemmer van wie vereis word om werk te verrig buite die ure soos voorgeskryf in klosule 10 van hierdie Ooreenkoms, moet soos volg betaal word:—

(a) Sy uurloon plus 'n bedrag gelyk aan die vakansiefondstoele en die sertifikaattoele, waar dit ingevolge die bepalings van hierdie Ooreenkoms aan hom betaalbaar is, ten opsigte van die eerste uur werklik gewerk na gewone werkure op enige dag van Maandag tot Vrydag en daarna een en 'n derde maal sy uurloon ten opsigte van elke uur of deel van 'n uur vir alle ure aldus gewerk op sodanige dae;

(b) een en 'n derde maal sy uurloon vir elke uur of deel van 'n uur ten opsigte van alle ure gewerk voor 12-uur middag op 'n Saterdag en daarna een en 'n half maal sy uurloon vir elke uur of deel van 'n uur ten opsigte van alle ure gewerk na 12-uur middag op 'n Saterdag;

(c) een en twee-derde maal sy uurloon vir elke uur of deel van 'n uur ten opsigte van alle ure gewerk op 'n Sondag of 'n openbare vakansiedag.

(2) Geen werkewer mag 'n werkemmer toelaat om vir meer as 56 uur met inbegrip van oortydwerk, in een week te werk nie en geen werkemmer mag aldus werk nie.

#### 12. JAARLIKSE VERLOF.

(1) (a) Werkemmers vir wie lone in klosule 4 (1) (c) voorgeskryf word en kwekelinge.

(i) Elke werkemmer vir wie lone in klosule 4 (1) (c) voorgeskryf word of 'n kwekeling, is na voltooiing van elke kringloop van 49 weke diens, uitgesonderd oortyd, en afgesien daarvan of hy vir een of meer werkewers gewerk het, op drie agtereenvolgende weke (15 agtereenvolgende werkdae) verlof geregtig.

(ii) Die verlof voorgeskryf in hierdie klosule, is verskuldig onmiddellik na voltooiing van die 49ste week diens.

(iii) Waar daar 'n openbare vakansiedag, soos in klosule 3 omskryf, binne die tydperk van jaarlike verlof val, wat ooreenkomsdig die bepalings van die voorafgaande paragrafe aan werkemmers vir wie lone in klosule 4 (1) (c) voorgeskryf word en kwekelinge verleen is, moet sodanige werkemmers en kwekelinge na goedvinde van die werkewer vergoed word deur—

(aa) die jaarlike verloftydperk soos voorgeskryf, dienoorkomstig te verleng; of

(bb) die gewone besoldiging ten opsigte van sodanige dag of dae te betaal benewens die betaling soos voorgeskryf in klosules 13 en 14;

met dien verstande dat waar die openbare vakansiedag soos omskryf in klosule 3, op 'n Saterdag val, die bepalings van hierdie paragraaf nie van toepassing is nie.

(b) *Apprentices:*—

- (i) An apprentice shall be entitled to three consecutive weeks (15 consecutive working days) leave, payable at his ordinary rate of wages after each completed cycle of 49 weeks of employment, exclusive of overtime, whether worked for one or more employers.
- (ii) The leave prescribed in this clause shall become due immediately after the conclusion of the 49th week of employment.
- (iii) Where the contract of employment of an apprentice is terminated or his apprenticeship is completed before the completion of a cycle of 49 weeks of employment the employer shall pay to the Council a *pro-rata* amount in accordance with the following formula:—

Number of weeks with the employer in the present cycle

49

$\times 3 \times$  ordinary weekly remuneration.

- (iv) The Council shall pay the amount referred to in sub-paragraph (iii) hereof to the apprentice when he proceeds on leave.

(c) *Drivers and unskilled Labourers:*—

- (i) A driver or unskilled labourer shall be entitled to three consecutive weeks (15 consecutive working days) leave, payable at his ordinary rate of wages and allowances after each completed cycle of 245 completed working days with an employer, exclusive of overtime.
- (ii) The leave prescribed in this sub-clause shall become due immediately after the completion of the 245th completed working day with an employer.
- (iii) Where the employment of a driver or unskilled labourer is terminated before the completion of 245 completed working days with an employer, such employer shall pay to him a *pro-rata* amount in accordance with the following formula:—

No. of completed working days with employer in present cycle

245

$\times 15 \times$  ordinary daily remuneration.

- (iv) Where the employment of a driver or unskilled labourer is terminated after the completion of 245 completed working days with an employer but before the annual leave has been granted to him his employer shall pay him—
  - (aa) the amount due in terms of sub-clause (1) (c) (i) hereof in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and
  - (bb) an amount calculated in accordance with the formula in sub-clause (1) (c) (iii) in respect of the period of employment completed after the date on which he became entitled to leave in terms of sub-clause (1) (c) (i).

(d) *All employees:*—

- (i) Each employee shall be entitled to and shall take his leave so as to commence within a period of four months from due date, unless exemption is granted by the Council.
- (ii) The leave shall be granted by the employer so as to commence within a period of four months of the due date.
- (iii) The leave prescribed in this sub-clause shall include four week-ends and shall be for one unbroken period.
- (iv) No employee shall engage in employment, whether for remuneration or not, during the period of this holiday.

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

## 13. PAYMENT IN RESPECT OF ANNUAL LEAVE, PUBLIC HOLIDAYS AND LEAVE BONUS.

(1) In addition to the remuneration payable to an employee for whom wages are prescribed in clause 4 (1) (c) and a trainee, such employees shall have added to their remuneration the amounts of 9c and 5½c respectively in respect of each hour worked, which shall be reflected as a holiday fund allowance in the wage register.

(2) Subject to the provisions of clause 12 (1) (a) (iii) the allowance prescribed in sub-clause (1) hereof shall be deemed to be full payment in respect of annual leave and public holidays and subject to the provisions of clause 11, no employee for whom wages are prescribed in clause 4 (1) (c) or a trainee shall be entitled to further compensation in respect of annual leave or public holidays.

(3) Subject to the provisions of clause 14, the amount referred to in sub-clause (1) shall be paid in respect of each hour or part of an hour worked during each week of employment; provided that an employee in Area B for whom wages are prescribed in clause 4 (1) (c) or a trainee, shall receive the allowance prescribed in sub-clause (1) hereof only in respect of the first 40 hours worked; provided further that no payment shall be made in re-

(b) *Vakleerlinge:*—

- (i) 'n Vakleerling is na voltooiing van elke kringloop van 49 weke diens, en afgesien daarvan of hy vir een of meer werkgewers gewerk het, op drie agtereenvolgende weke (15 agtereenvolgende werkdae) verlof geregely met betaling teen sy gewone loonskala.
- (ii) Die verlof voorgeskryf in hierdie klousule, is verskuldig onmiddellik na voltooiing van die 49ste week diens.
- (iii) Waar 'n vakleerling se dienskontrak beëindig of sy vakleerlingskap voltooi is voor die voltooiing van 'n kringloop van 49 weke diens, moet die werkgewer aan die Raad 'n *pro rata*-bedrag ooreenkomsdig onderstaande formule betaal:

Getal weke by werkgewer in die huidige kringloop

49

$\times 3 \times$

gewone werkloon.

- (iv) Die Raad moet die bedrag bedoel by subparagraaf (iii) hiervan, aan die vakleerling betaal wanneer hy met verlof gaan.

(c) *Bestuurders van motorvoertuie en ongeskoonde arbeiders:*—

- (i) 'n Bestuurder van 'n motorvoertuig of ongeskoonde arbeider is na elke voltooide kringloop van 245 voltooide werkdae by 'n werkgewer, uitgesonderd oortyd, op drie agtereenvolgende weke (15 agtereenvolgende werkdae) verlof geregely teen betaling van sy gewoneloon en toelaes.
- (ii) Die verlof voorgeskryf in hierdie subklousule is verskuldig onmiddellik na voltooiing van die 245ste voltooide werkdag by 'n werkgewer.
- (iii) Waar die diens van 'n bestuurder van 'n motorvoertuig of 'n ongeskoonde arbeider beëindig word voor voltooiing van 245 voltooide werkdae by 'n werkgewer, moet sodanige werkgewer aan hom 'n *pro rata*-bedrag betaal ooreenkomsdig onderstaande formule:—

Getal voltooide werkdae by werkgewer in huidige werkkring

245

$\times 15 \times$  gewone dagloon.

- (iv) Waar die diens van 'n bestuurder van 'n motorvoertuig of 'n ongeskoonde arbeider beëindig word na voltooiing van 245 werkdae by 'n werkgewer maar voor die jaarlikse verlof aan hom verleen is, moet sy werkgewer hom die volgende betaal:

- (aa) Die bedrag verskuldig ingevolge subklousule (1) (c) (i) hiervan ten opsigte van die tydperk van verlof wat oopgeloof het maar wat nie voor die datum van sy diensbeëindiging verleen is nie; en
- (bb) 'n bedrag bereken ooreenkomsdig die formule in subklousule (1), (c) (iii), ten opsigte van die tydperk van diens voltooi na die datum waarop hy ingevolge subklousule (1) (c) (i) op verlof geregely geword het.

(d) *Alle werknemers:*—

- (i) Elke werknemer is daarop geregely en is verplig om sy verlof so te neem dat dit begin binne 'n tydperk van vier maande van die datum af waarop dit verskuldig word, tensy vrystelling deur die Raad verleen is.
- (ii) Die werkgewer moet die verlof so verleen dat dit begin binne 'n tydperk van vier maande van die datum af waarop dit verskuldig geword het.
- (iii) Die verlof voorgeskryf in hierdie subklousule, moet vier naweke insluit en moet oor een ononderbroke tydperk strek.
- (iv) Geen werkgewer mag gedurende die tydperk van sy verlof as werknemer diens doen nie, hetsys teen besoldiging of nie.

(2) Behoudens andersluidende bepalings hierin, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer in die diens van die werkgewer tree of op die datum waarop hy laas op vakansieverlof geregely geword het, naamlik die jongste datum.

## 13. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF, OPENBARE VAKANSIEDAE EN VAKANSIEBONUS.

(1) Benewens die besoldiging betaalbaar aan 'n werknemer vir wie lone in klousule 4 (1) (c) voorgeskryf word en 'n kwekeling, moet daar by die besoldiging van sodanige werknemers onderskeidelik die bedrae van 9c en 5½c gevoeg word ten opsigte van elke uur gewerk, en sodanige bedrae moet in die verlofregister ingeskryf word as 'n vakansiefondstoelae.

(2) Behoudens die bepalings van klousule 12 (1) (a) (iii), word die toelae voorgeskryf in subklousule (1) hiervan, geag volle betaling te wees ten opsigte van jaarlikse verlof en openbare vakansiedae, en behoudens die bepalings van klousule 11, is geen werknemer vir wie lone in klousule 4 (1) (c) voorgeskryf word of 'n kwekeling, op verdere vergoeding ten opsigte van jaarlikse verlof of openbare vakansiedae geregely nie.

(3) Behoudens die bepalings van klousule 14, moet die bedrag bedoel in subklousule (1), betaal word ten opsigte van elke uur of gedeelte van 'n uur gewerk gedurende elke week diens; met dien verstande dat 'n werknemer in Gebied B vir wie lone in klousule 4 (1) (c) voorgeskryf word of 'n kwekeling, die toelae voorgeskryf in subklousule (1) hiervan, moet ontvang slegs ten opsigte van die eerste 40 uur gewerk; voorts met dien verstande dat geen bedrag ten opsigte van oortydwerk of ure gewerk op

spect of overtime or hours worked on a Saturday, Sunday or public holiday, except where clause 11 specifically provides for payment thereof.

(4) If specially requested by an employee for whom wages are prescribed in clause 4 (1) (c) or a trainee, and providing the value of the vouchers affixed in the holiday voucher book of such employee covers the amount the employer shall pay to the employee for whom wages are prescribed in clause 4 (1) (c) an amount of R8 (eight Rand) and for a trainee R5 (five Rand) on the pay day immediately after a public holiday as defined in clause 3, in respect of such public holiday and shall obtain a signature on the receipt provided for this purpose in the holiday voucher book. By forwarding this receipt together with the holiday voucher book to the Secretary of the Council under registered cover, a refund of this amount may be obtained. The Secretary of the Council shall pay to any employer who has complied with all the requirements of this sub-clause, such amount as shown on the receipt and shall debit this amount against any moneys standing to the credit of such employee in the holiday fund.

(5) (a) An apprentice, driver or unskilled labourer shall be paid at his ordinary rate of wages and allowances in respect of New Year's Day, Good Friday, Easter Monday, Ascension Day, Day of the Covenant and Christmas Day, in respect of the number of hours he would have worked on a normal working day (excluding overtime).

(b) The payment prescribed in paragraph (a) hereof shall be deemed to be full payment in respect of such public holiday and subject to the provisions of clause 11 of the Agreement no apprentice, driver or unskilled labourer, shall be entitled to further compensation in respect of such public holiday.

(6) (a) In addition to the remuneration payable to an employee for whom wages are prescribed in clause 4 (1) (c), such employee shall have added to his remuneration an amount of 2½c in respect of each hour worked or an amount of 5½c in respect of each hour worked if he is entitled to a certificate allowance prescribed in clause 4 (5) and these amounts shall be reflected as a holiday bonus allowance in the wage register.

(b) The amounts referred to in paragraph (a) of this sub-clause shall be paid in respect of each hour or part of an hour worked during each week of employment; provided that an employee in area B shall receive the amounts only in respect of the first 40 hours worked; provided further that no payment shall be made in respect of the first 40 hours worked; provided further that no payment shall be made in respect of overtime or hours worked on a Saturday, Sunday or public holiday.

#### 14. DEDUCTIONS IN RESPECT OF HOLIDAY AND CERTIFICATE ALLOWANCES AND HOLIDAY BONUS.

(1) (a) An employer shall deduct weekly from the remuneration due to an employee for whom wages are prescribed in clause 4 (1) (c) (hereinafter referred to as "employee" in this clause) or a trainee an amount of—

- (i) R6.70 in the case of an employee entitled to a certificate allowance as prescribed in clause 4 (5);
- (ii) R4.70 in the case of all other employees;
- (iii) R2.10 in the case of a trainee; provided that where an employee or a trainee is employed by two or more employers during the same week the deductions for that week shall be made by the employer by whom he was first employed during the week for not less than eight hours.

(b) No deduction shall be made in respect of an employee or a trainee who works less than eight hours during any week from Monday to Friday (inclusive) for an employer in the industry.

(2) An employer shall, in respect of each employee or trainee who is employed by him, keep in a safe place a contribution book which he shall retain, and at the end of each week he shall affix therein a voucher cancelled with the name of the firm and by the signature of the employee concerned to the value of the amounts deducted by him in terms of sub-clause (1). The employer is responsible for the Holiday Voucher Book and its contents until it is returned to the Council in the way prescribed in this clause.

(3) (a) The vouchers referred to in sub-clause (2) shall be purchased by the employer from the Council and an adequate supply of such vouchers shall at all times be maintained by the employer; provided that an employer shall be entitled to a refund from the Council of the value of any unused vouchers.

(b) The contribution books referred to in sub-clause (2) shall be obtained by the employer from the Council. The employer shall as soon as possible after obtaining such holiday voucher book, obtain a specimen signature of the employee or trainee in respect of whom the book was issued in the space provided in the voucher book for this purpose and the employee or trainee referred to in this paragraph shall provide this signature. The Council shall be entitled to deduct an amount of 50c from any moneys due to an employee or trainee when payment is made in terms of clause 13 (4) or sub-clauses (5), (6), (7) or (11) of this clause. Any funds so derived shall accrue to the general funds of the Council.

(4) Upon termination at any time of an employee's or trainee's service with him, an employer shall within three days of such event forward under registered cover the contribution book of the employee or trainee concerned to the Secretary of the Council, who will re-issue such book on application being made by the subsequent employer.

'n Saterdag, Sondag of openbare vakansiedag betaal word nie behalwe in gevalle waar klosule 11 uitdruklik voorsiening vir die betaling daarvan maak.

(4) Indien spesiaal daartoe versoek deur 'n werknemer vir wie lone in klosule 4 (1) (c) voorgeskryf word of 'n kwekeling, en mits die waarde van die bewyssukkies wat in die vakansiefonds-bewyssboek van sodanige werknemer geplak is, die bedrag dek, moet die werkewer op die betaaldag onmiddellik na 'n openbare vakansiedag soos in klosule 3 omskryf, aan die werknemer vir wie lone in klosule 4 (1) (c) voorgeskryf word en 'n kwekeling onderskeidelik 'n bedrag van R8 (agt rand) en R5 (vyf rand) ten opsigte van sodanige openbare vakansiedag betaal en sy handtekening verky op 'n kwitansie wat vir hierdie doel in die vakansiefonds-bewyssboek voorsien word. Deur hierdie kwitansie, tesame met die vakansiefonds-bewyssboek, per geregistreerde pos aan die Sekretaris van die Raad te stuur, kan 'n terugbetaling van hierdie bedrag verkry word. Die Sekretaris van die Raad moet aan 'n werkewer wat aan al die vereistes van hierdie subklosule voldoen het, die bedrag betaal wat op die kwitansie gemeld word en moet hierdie bedrag debiteer teen geld wat in die kredit van sodanige werknemer in die vakansiefonds staan.

(5) (a) 'n Vakleerling, bestuurder van 'n motorvoertuig of ongeskoole arbeider moet ten opsigte van Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag en Kersdag sy gewone loon en toelaes betaal word vir die getal ure wat hy op 'n gewone werkdag (uitgesonderd oortydwerk) sou gewerk het.

(b) Die betaling voorgeskryf in paragraaf (a) hiervan, word geag volle betaling te wees ten opsigte van sodanige openbare vakansiedag, en behoudens die bepalings van klosule 11 van hierdie Ooreenkoms, is geen vakleerling, bestuurder van 'n motorvoertuig of ongeskoole arbeider op verdere vergoeding ten opsigte van sodanige vakansiedag geregtig nie.

(6) (a) Benewens die besoldiging betaalbaar aan 'n werknemer vir wie lone in klosule 4 (1) (c) voorgeskryf word, moet daar by die besoldiging van sodanige werknemer gevoeg word 'n bedrag van 2½c ten opsigte van elke uur gewerk of 'n bedrag van 5½c ten opsigte van elke uur gewerk indien hy geregtig is op 'n sertifikaattoelae voorgeskryf in klosule 4 (5), en sodanige bedrae moet in die loonregister ingeskryf word as 'n vakansiebonustoeleae.

(b) Die bedrae bedoel in paragraaf (a) van hierdie subklosule moet betaal word ten opsigte van elke uur of deel van 'n uur gewerk gedurende elke week diens; met dien verstande dat 'n werknemer in Gebied B die bedrae slegs ontvang ten opsigte van die eerste 40 ure gewerk; voorts met dien verstande dat geen betaling gemaak moet word ten opsigte van oortyd of ure gewerk op 'n Saterdag, Sondag of openbare vakansiedag nie.

#### 14. AFSTREKKINGS TEN OPSIGTE VAN VAKANSIETOELAE, SERTIFIKAATIOELAE EN VAKANSIEBONUS.

(1) (a) 'n Werkewer moet van die besoldiging van 'n werknemer vir wie lone in klosule 4 (1) (c) voorgeskryf word (hierina die "werknemer" in hierdie klosule genoem) of 'n kwekeling, weekliks 'n bedrag aftrek van—

- (i) R6.70 in die geval van 'n werknemer wat op 'n sertifikaattoelae geregtig is, soos voorgeskryf in klosule 4 (5);
- (ii) R4.70 in die geval van alle ander werknemers;
- (iii) R2.10 in die geval van 'n kwekeling; met dien verstande dat waar 'n werknemer of 'n kwekeling deur twee of meer werkewers gedurende dieselfde week in diens geneem is, die bedrae vir daardie week afgetrek moet word deur die werkewer by wie hy die eerste gedurende daardie week vir minstens agt uur in diens was.

(b) Geen bedrag word afgetrek ten opsigte van 'n werknemer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir 'n werkewer in die Nywerheid gewerk het nie.

(2) 'n Werkewer moet ten opsigte van elke werknemer of kwekeling wat by hom in diens is, 'n bydraeboek hou en dit op 'n veilige plek bewaar, en aan die einde van elke week moet hy daarin 'n bewyssukkies wat in die bewyssboek vir hierdie doel verskaf word, en die werknemer of kwekeling wat in hierdie paragraaf bedoel word, moet sodanige handtekening verskaf. Die Raad is daarop geregtig om 'n bedrag van 50c af te trek van geld wat aan 'n werknemer of kwekeling verskuldig is, wanneer 'n bedrag ooreenkomsdig die bepalings van klosule 13 (4) of subklosules (5), (6), (7) of (11) van hierdie klosule betaal word. Alle gelde wat aldus verkry word, val die algemene fondse van die Raad toe.

(3) (a) Die werkewer moet die bewyssukkies bedoel in subklosule (2), van die Raad aankoop en te alle tye 'n toereikende voorraad daarvan in stand hou; met dien verstande dat 'n werkewer daarop geregtig is dat die Raad die waarde van ongebruikte bewyssukkies aan hom terugbetaal.

(b) Die werkewer moet die bydraeboek bedoel in subklosule (2), van die Raad verkry. Die werkewer moet, sodra hy sodanige vakansiebewyssboek ontvang het, 'n proefhandtekening van die werknemer of kwekeling ten opsigte van wie die boek uitgereik is, verkry in die ruimte wat in die bewyssboek vir hierdie doel verskaf word, en die werknemer of kwekeling wat in hierdie paragraaf bedoel word, moet sodanige handtekening verskaf. Die Raad is daarop geregtig om 'n bedrag van 50c af te trek van geld wat aan 'n werknemer of kwekeling verskuldig is, wanneer 'n bedrag ooreenkomsdig die bepalings van klosule 13 (4) of subklosules (5), (6), (7) of (11) van hierdie klosule betaal word. Alle gelde wat aldus verkry word, val die algemene fondse van die Raad toe.

(4) Wanneer 'n werknemer of kwekeling se diens by hom te eniger tyd beëindig word, moet 'n werkewer binne drie dae na sodanige beëindiging die bydraeboek van die betrokke werknemer of kwekeling per geregistreerde pos aan die Sekretaris van die Raad stuur, wat sodanige boek weer sal uitrek wanneer 'n daarvolgende werkewer daarom aansoek doen.

(5) (a) When an employee or trainee becomes entitled to his annual leave as provided in clause 12, and evidenced by 49 weekly vouchers in his contribution book, the employer shall within three days of such event forward to the Council under registered cover the contribution book of the employee or trainee concerned, and the employee or trainee shall be entitled to apply to the Secretary of the Council on a prescribed leave form or in such other form as the Council may approve, for payment in respect of the vouchers referred to in this sub-clause at least seven days before the date on which he proceeds on leave.

(b) Should an employee or trainee leave the industry, the amount due to him in respect of the vouchers referred to in this sub-clause shall become payable to him on the expiry of 49 weeks calculated from the date on which the first voucher was affixed in his contribution book or earlier, at the discretion of the Council; provided that application is made to the Secretary of the Council on a leave form referred to in paragraph (a) at least seven days before payment is required.

(6) On the death of an employee or trainee the amount accruing to his credit to the date of his death shall be paid to a person nominated by the employee or trainee.

(7) Where an employee or trainee is unemployed for a period exceeding one week, payments not exceeding amounts of eight rand or five rand may be made to such employee or trainee respectively, in any one week at the discretion of the Council from moneys contributed to the Holiday Fund on his behalf in terms of this clause.

(8) All moneys received from the sale of holiday vouchers shall be deposited into a separate banking account and such moneys may be invested by the Council from time to time on fixed deposit or on call, or in paid-up permanent shares with a bank or building society or in National Savings Certificates. Any interest derived from such investments shall accrue to the general funds of the Council.

(9) Contribution books and vouchers issued to employees or trainees are not transferable and no moneys due in terms thereof to an employee or a trainee shall be ceded or pledged.

(10) No holiday voucher shall be issued to an employee or trainee otherwise than in accordance with this clause, and no employee or trainee shall be entitled to payment from the holiday fund of any amount in excess of 49 weekly deductions in respect of any single year.

(11) All moneys unclaimed within a period of two years from the date on which they have become due shall be transferred to the general funds of the Council; provided that the Council may authorise payment from its general funds of claims submitted after such period of two years.

(12) A public accountant, to be appointed by the Council shall audit the accounts relating to the holiday moneys annually and shall not later than the 30th September of each year, or as soon as possible thereafter, prepare a statement showing—

(a) all moneys received; and

(b) all the amounts paid out; during the twelve months ended the 30th June preceding, together with a balance sheet showing the assets and liabilities as at that date. The audited statement and balance sheet together with the auditor's report thereon shall lie for inspection at the Council's offices.

True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall be transmitted to the Secretary for Labour, Pretoria, within six months of the period to which it relates.

## 15. EXPENSES OF THE COUNCIL.

(1) (a) For the purpose of meeting the expenses of the Council, each employer shall deduct the amount set out below in respect of each week or a part of a week of employment, including the period any employee is on leave in terms of clause 12, from the earnings of each of his employees referred to below:—

- |                                                             |     |
|-------------------------------------------------------------|-----|
| (i) employees for whom wages are prescribed in clause 4 (1) |     |
| (c) ... . . . . .                                           | 13c |
| (ii) drivers                                                | 7c  |
| (iii) unskilled labourers                                   | 3c  |

(b) To the amounts so deducted the employer shall add an equal amount and the said amounts shall be paid by the employer to the Council in accordance with the procedure in sub-clause (2) hereof; provided that should the total amount payable to the Council in terms of this sub-clause be less than one rand twenty-five cents per month, the employer shall pay the amount of one rand twenty-five cents.

(2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause shall be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month following that in respect of which the deductions were made.

(3) When forwarding the above contributions to the Council the employer shall submit a list on a printed form supplied by the Council, showing the names of the employees employed by

(5) (a) Wanneer 'n werknemer of kwekeling op sy jaarlike verlof geregtig word soos in klosule 12 bepaal en soos blyk uit die 49 weeklikse bewyssukkies in sy bydraeboek, moet die werkewer die bydraeboek van die betrokke werknemer of kwekeling binne drie dae per geregistreerde pos aan die Raad stuur, en die werknemer of kwekeling is daarop geregtig om minstens sewe dae voor die datum waarop hy met verlof gaan, op die voorgeskrewe vorm of in dié vorm wat die Raad mag goedkeur, by die Sekretaris van die Raad aansoek te doen om betaling ten opsigte van die bewyssukkies soos bedoel in hierdie subklousule.

(b) Indien 'n werknemer of kwekeling die Nywerheid verlaat, is die bedrag wat ten opsigte van die bewyssukkies genoem in hierdie subklousule, aan hom verskuldig is, aan hom betaalbaar by verskyning van 49 weke gereken van die datum af waarop die eerste bewyssukkies in sy bydraeboek geplak is of vroeër, soos die Raad mag goedvind; met dien verstande dat daar minstens sewe dae voordat betaling geëis word, by die Sekretaris van die Raad aan soek gedoen moet word op die vorm bedoel in paragraaf (a).

(6) By die oorlyke van 'n werknemer of kwekeling moet die bedrag wat in sy kredit staan op die datum van sy afsterwe betaal word aan 'n persoon genomineer deur die werknemer o kwekeling.

(7) Wanneer 'n werknemer of kwekeling vir 'n tydperk van mee as een week werkloos is, mag daar na goedvindie van die Raad aan hom 'n bedrag van onderskeidelik hoogstens agt rand of vy rand in 'n bepaalde week betaal word uit die gelde wat ooreen komstig die bepalings van hierdie klosule namens hom tot di vakansiefonds bygedra is.

(8) Alle gelde wat uit die verkoop van vakansiebewyssukkies ontvang word, moet in 'n afsonderlike bankrekening gestort word en die Raad mag sodanige gelde van tyd tot tyd op vaste deposit of as onmiddellik opvraagbaar belê, of in opbetaalde permanent aandele in 'n bank of bouvereniging of in Nasionale Spaarsertifikate. Die rente uit sodanige beleggings verkry, val die algemen fondse van die Raad toe.

(9) Bydraeboekies en bewyssukkies wat aan werknemers of kweklinge uitgereik is, is nie oordraagbaar nie, en geen geld wat ingevolge die bepalings daarvan aan 'n werknemer of kwekeling ver skuldig is, mag gesedeer of verpand word nie.

(10) Geen vakansiebewyssukkies mag op 'n ander manier as oor eenkomstig die bepalings van hierdie klosule aan 'n werknemer of kwekeling uitgereik word nie, en geen werknemer of kwekeling is op betaling uit die vakansiefonds van 'n bedrag van meer as 49 weeklikse bydraes ten opsigte van 'n enkele jaar geregtig nie.

(11) Alle gelde wat onopgeëis bly vir 'n tydperk van twee jaa vanaf die datum waarop dit verskuldig geword het, word aan die algemene fondse van die Raad oorgedra; met dien verstande dat die Raad magtiging mag verleen vir die betaling, uit sy algemene fondse, van eise wat na sodanige tydperk van twee jaar ingedwing word.

(12) 'n Openbare rekenmeester wat deur die Raad aangestel moet word, moet die rekenings in verband met die vakansiegeld jaarliks ouditeer en voor of op 30 September elke jaar of so go moontlik daarna 'n staat opstel wat—

(a) alle gelde wat ontvang is; en

(b) alle gelde wat uitbetaal is, gedurende die twaalf maande geëindig die vorige 30 Junie, moet aantoon en ook 'n balansstaat moet bevat wat die bates en laste soos op daardie datum. Die geouditeerde staat en balansstaat tesame met die ouditeur se verslag daaroor, moet in die kantoor van die Raad ter insae lê.

Juiste kopieë van die geouditeerde staat en balansstaat, mede onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet binne ses maande na die einde van di tydperk waarop dit betrekking het aan die Sekretaris van Arbeid Pretoria, gestuur word.

## 15. UITGAWES VAN DIE RAAD.

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elk werkewer die bedrag hieronder gemeld aftrek ten opsigte van elke week of gedeelte van 'n week diens, met inbegrip van di tydperk wat 'n werknemer met verlof is ooreenkomstig die bepalings van klosule 12, van die verdienste van elkeen van sy werknemers hieronder genoem:—

- |                                                                 |     |
|-----------------------------------------------------------------|-----|
| (i) werknemers vir wie lone in klosule 4 (1) (c) voorgeskryf is | 13c |
| (ii) bestuurders van motorvoertuie                              | 7c  |
| (iii) ongeskoolede arbeiders                                    | 3c  |

(b) By die bedrae aldus afgetrek, moet die werkewer 'n bedrag wat daaranaaglijk is en sodanige bedrae aan die Raad betaal ooreenkomstig die prosedure soos in subklousule (2) hiervan voorgeskryf; met dien verstande dat indien die totale bedrag wat oor eenkomstig die bepalings van hierdie subklousule aan die Raad betaalbaar is, minder as een rand vyf-en-twintig sent per maan bedra, die werkewer die bedrag van een rand vyf-en-twintig sen moet betaal.

(2) Alle bedrae wat ingevolge die bepalings van subklousule (1) van hierdie klosule betaalbaar is, moet deur die werkewer aan die Sekretaris van die Raad gestuur word en wel voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is.

(3) Wanneer die werkewer bogenoemde bydraes aan die Raad stuur, moet hy 'n lys verstrek op 'n gedrukte vorm wat deur die Raad verskaaf word, en waarop die name van die werknemers w:

him for whom wages are prescribed in clause 4 (1) (c), and the number of apprentices, trainees, drivers and unskilled labourers in his employ.

#### 16. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Electrical Contracting Industry at the date on which this Agreement comes into operation and who has not already done so in pursuance of a previous agreement, shall within one month of the said date forward to the Secretary of the Council the following particulars:—

- (i) Full name.
- (ii) Business address.
- (iii) Residential address.
- (iv) The number of employees for whom wages are prescribed in clause 4 (1) (c), apprentices, trainees, drivers and unskilled labourers employed by him.

(b) The particulars required under sub-clause (1) (a) of this clause shall also be furnished by all employers entering the Electrical Contracting Industry after the date on which this Agreement comes into operation within one month of commencing operations.

(c) Where the employer is a partnership or company, information in accordance with sub-clause (1) (a) of this clause shall be furnished in respect of each partner, director, manager and secretary. The title under which the partnership or company is operating shall also be furnished.

(2) The Secretary of the Council shall maintain a register of all employers referred to in sub-clause (1) hereof.

(3) Every registered employer shall notify the Council in writing of any change in the particulars furnished on registration within a period of 30 days from the date of which such change takes place.

#### 17. AGENTS.

(1) The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

- (a) enter any premises or place in which the Electrical Contracting Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;
- (b) orally examine, either alone or in the presence of any other persons as he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;
- (c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent, when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

#### 18. NOTICE BOARD.

(1) Every employer and all employers working in partnership shall, wherever electrical contracting operations are being carried out by him or them display in a conspicuous place, accessible to the public, a notice board of a size not less than 2 feet by 1½ feet or a notice board approved by the Council, showing the business name and business address of such employer or partnership.

(2) This clause shall only apply to jobs of seven days duration and over.

(3) The name of the employers' organization of which the employer is a member shall also be shown on the notice board referred to in sub-clause (1).

#### 19. TERMINATION OF EMPLOYMENT.

(1) (a) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than two working days' notice of such termination of employment to the employer or the employee, as the case may be; provided that such period of notice of termination of employment may be reduced to not less than one working day if such notice is given within the first eight hours of employment.

(b) If the notice referred to in paragraph (a) hereof is given within half an hour of the commencement of a normal shift that working day may count for the purpose of this clause.

(2) An employer may give an employee two working days' pay in lieu of the notice to which the employee is entitled; provided that an employer may give an employee one working day's pay in lieu of notice if such notice is given within the first eight hours of employment.

(3) Subject to compliance with the provisions of clauses 14, 15, 23 and 26 an employer may withhold two working days' pay from any remuneration due to an employee if such employee leaves his employ without giving and completing the period of

by hom in diens is en vir wie lone in klousule 4 (1) (c) voorgeskrif word, en die getal vakleerlinge, kwekelinge, bestuurders van motorvoertuie en ongeskoolde arbeiders in sy diens voorkom.

#### 16. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werkung tree, by die Elektrotechniese Aannemingsnywerheid betrokke is en wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand vanaf genoemde datum aan die Sekretaris van die Raad die volgende besonderhede verstrek:—

- (i) Volle naam.
- (ii) Besigheidsadres.
- (iii) Woonadres.
- (iv) Die getal werknemers vir wie lone in klousule 4 (1) (c) voorgeskrif word, vakleerlinge, kwekelinge, bestuurders van motorvoertuie en ongeskoolde arbeiders in sy diens.

(b) Alle werkgewers wat tot die Elektrotechniese Aannemingsnywerheid toetree na die datum waarop hierdie Ooreenkoms in werkung tree, moet binne een maand nadat hulle met hul werkzaamhede begin het, die besonderhede verstrek wat by subklousule (1) (a) van hierdie klousule vereis word.

(c) Waar die werkgewer 'n vennootskap of maatskappy is, moet die inligting wat ingevolge subklousule (1) (a) van hierdie klousule vereis word, verstrek word ten opsigte van elke vennoot, direkteur, bestuurder en sekretaris. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Die Sekretaris van die Raad moet 'n register hou van alle werkgewers soos bedoel in subklousule (1) hiervan.

(3) Elke geregistreerde werkgewer moet die Raad skriftelik in kennis stel van alle veranderings in die besonderhede wat by registrasie verstrek is en dit wel doen binne 'n tydperk van 30 dae vanaf die datum waarop sodanige verandering plaasvind.

#### 17. AGENTE.

(1) Die Raad moet een of meer persone as agente aanstel om hom te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om—

- (a) enige perseel of plek waarin die Elektrotechniese Aannemingsnywerheid beoefen word, te eniger tyd te betree wanneer hy grond het om te vermoed dat enige daar werkzaam is;
- (b) enige wat hy in of op die perseel of plek vind, mondelings te ondervra, hetself alleen of in die teenwoordigheid van ander persone as hy dit goed ag, in verband met sake wat op hierdie Ooreenkoms betrekking het, en hy mag van sodanige persoon vereis om te antwoord op die vrae wat gestel word;
- (c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, voorgelê word en om sodanige stukke te ondersoek en afskrifte daarvan te maak.

(2) Wanneer die agent 'n perseel betree, inspeksiewerk doen of ondersoek instel, mag hy 'n tolk met hom saamneem.

(3) Elkeen vir wie die bepalings van hierdie Ooreenkoms bindend is, moet aan die agent al die faciliteite verleen wat hierbo genoem word.

#### 18. KENNISGEWINGBORD.

(1) Elke werkgewer en alle werkgewers wat in vennootskap werk, moet waar hy of hulle ook al elektrotechniese aannemingswerk uitvoer, op 'n opvallende plek wat vir die publiek toeganklik is 'n kennisgewingbord vertoon wat minstens 2 voet by 1½ voet groot of deur die Raad goedgekeur is, en sodanige kennisgewingbord moet die besigheidsnaam en besigheidsadres van sodanige werkgewer of vennootskap meld.

(2) Hierdie klousule is van toepassing slegs op werk wat sewe dae en langer duur.

(3) Die naam van die werkgewersorganisasie waarvan die werkgewer lid is, moet ook getoon word op die kennisgewingbord soos bedoel in subklousule (1).

#### 19. DIENSBEËINDIGING.

(1) (a) 'n Werknemer wat sy diens by sy werkgewer wil beëindig en 'n werkgewer wat die dienste van 'n werknemer wil beëindig moet minstens twee werkdae vooraf kennis van sodanige diensbeëindiging aan die werkgewer of die werknemer gee, na gelang van die geval; met dien verstande dat sodanige tydperk van kennisgewing van diensbeëindiging tot nie minder nie as een werkdag verkort mag word indien sodanige kennis binne die eerste agt uur diens gegee word.

(b) Indien die kennisgewing in paragraaf (a) hiervan bedoel, gegee word binne 'n halfuur na die begin van 'n gewone skof, kan sodanige werkdag by die toepassing van hierdie klousule in rekening gebring word.

(2) 'n Werkgewer mag aan 'n werknemer twee werkdae se loon betaal in plaas van die kennisgewing waarop die werknemer geregtig is; met dien verstande dat 'n werkgewer 'n werknemer een werkdag se loon in plaas van kennisgewing mag betaal indien sodanige kennisgewing geskied binne die eerste agt uur diens.

(3) 'n Werkgewer mag, mits daar aan die bepalings van klousules 14, 15, 23 en 26 voldoen word, twee werkdae se loon van die besoldiging wat aan 'n werknemer verskuldig is, aftrek as sodanige werknemer sy diens verlaat sonder om kennis te gee en die kennis-

notice as required herein; provided that where an employee leaves his employ within the first eight hours of employment without giving and completing the period of notice required, the employer may withhold one working day's pay only. Such moneys withheld shall be paid over or forwarded under registered cover to the Secretary of the Council immediately thereafter, together with a statement of the events leading up to the point at which the money was withheld.

(4) It shall be entirely at the discretion of the Council to determine, after investigation, whether the money shall be paid to the employee or whether the employee shall forfeit the money, in which case it shall be paid to the employer concerned. The Council may also divide this money between the employer and the employee concerned on such a basis as the Council may in its discretion decide.

#### 20. STORAGE AND PROVISION OF TOOLS.

(1) A suitable place shall be provided by the employer on all jobs, jobbing work, sheds and workshops, for locking up tools. The employer shall insure such tools against loss by fire.

(2) The employer shall also provide pipe vices, blowlamps, files, hacksaw blades, large hammers, chisels for chasing concrete and screwing tackle, such as stocks, dies and taps.

#### 21. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

#### 22. EXHIBITION OF AGREEMENT.

Each employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the regulations under the Act, in every workshop, job or yard where he carries on his business, in a conspicuous position easily accessible to all his employees.

#### 23. TRADE UNION AND EMPLOYERS' ORGANIZATION SUBSCRIPTIONS.

(1) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall deduct the amount of the subscriptions payable to the South African Electrical Workers' Association, in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 12, from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (c) of this Agreement and shall forward the amount thus deducted, with the form prescribed by the Council, to the Secretary of the Council not later than the seventh day of each month following that in respect of which the deductions were made.

(2) Every employer who is a member of the Electrical Contractors' Association (South Africa) Witwatersrand Branch, shall forward the levy payable to that Association with the form prescribed by the Council, to the Secretary of the Council not later than the seventh day of each month following that in respect of which the payments are made.

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

(4) The Council undertakes to render all reasonable service to give effect to this clause for which an amount of 5% (five per cent) of all contributions and levies in terms of sub-clauses (1) and (2) shall be paid to the Council.

#### 24. TRADE UNION ORGANIZERS.

Officials of the Trade Union shall in the ordinary course of their duties and with the prior permission of the employer or his authorized representative have access to working sites and workshops during working hours, but shall not be allowed to interfere with the continued performance of work by any employee; provided that such access shall not be for the purpose of Trade Union organization or connected with any matter falling within the scope of the Industrial Conciliation Act.

#### 25. ENGAGEMENT OF EMPLOYEES.

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

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation

gewingtermyn uit te dien soos hierin vereis; met dien verstande dat, waar 'n werknemer sy diens binne die eerste agt uur diens verlaat sonder om kennis te gee en die vereiste kennisgewingtermyn uit te dien, soos hierin vereis word, die werkewer slegs een werkdag se loon mag terughou. Gelde aldus terughou, moet onmiddellik daarna aan die Sekretaris van die Raad betaal of per geregistreerde pos aan hom gestuur word tesame met 'n verklaring van die gebeurtenisse wat geleei het tot en plaasgevind het onmiddellik voor die terughouding van sodanige geld.

(4) Dit berus uitsluitlik by die Raad om na sy goedvind en na ondersoek te bepaal of die geld aan die werknemer betaal moet word en of die werknemer sodanige geld moet verber, en in so 'n geval word die geld aan die betrokke werkewer betaal. Die Raad mag ook sodanige geld tussen die betrokke werkewer en die betrokke werknemer verdeel op 'n grondslag wat die Raad na sy goedvind mag bepaal.

#### 20. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkewer moet op alle werkplekke, stukwerkplekke en in skure en werkinkels 'n geskikte plek verskaf waar gereedskap toegesluit kan word. Die werkewer moet sodanige gereedskap ten verlies weens brand verseker.

(2) Die werkewer moet ook pypskroewe, blaaslampe, vyle, ystersaaglemme, groot hamers, beitel vir die uitkap van gleue in beton, en draadsnygereedskap soos stokke, snymoere en snytappe verskaf.

#### 21. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR.

Geen werkewer mag enigeen onder die leeftyd van 15 jaar in diens neem nie.

#### 22. VERTONING VAN OOREENKOMS.

Elke werkewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf by die regulasies wat kragtens die Wet opgestel is, in elke werkinkel, werkplek of werf waar hy sy sake verrig, vertoon in 'n opvallende plek waartoe al sy werknemers maklik toegang het.

#### 23. LEDEGELDE VIR VAKVERENIGING EN WERKGEWERSORGANISASIE.

(1) Elke werkewer wat lid is van die Electrical Contractors' Association (South Africa), moet die bedrag van die ledegedle wat aan die South African Electrical Workers' Association betaalbaar is, ten opsigte van elke week of gedeelte van 'n week diens, met inbegrip van die tydperk waarin 'n werknemer met verlof is ooreenkomsdig die bepalings van klosule 12, aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klosule 4 (1) (c) van hierdie Ooreenkoms voorgeskryf word en moet die bedrag aldus afgetrek, saam met die vorm soos deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur en wel voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is.

(2) Elke werkewer wat 'n lid is van die Electrical Contractors' Association (South Africa), Witwatersrandse Tak, moet die heffing betaalbaar aan daardie vereniging, saam met die vorm deur die Raad stuur en wel voor of op die 7de dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae betaal word.

(3) Die S.A. Electrical Workers' Association en die Electrical Contractors' Association (South Africa) moet die Raad vrywaar teen enige eis wat mag ontstaan ten opsigte van hierdie klosule in wanneer 'n aftrekking van die heffing ooreenkomsdig die bepalings van hierdie klosule gemaak is, word die betrokke werknemer of werkewer geag sy ledegedle of heffing aan genoemde vakvereniging of werkgewersorganisasie te betaal het, afgesien daarvan of die bedrag aan genoemde vakvereniging of werkgewersorganisasie betaal is of nie.

(4) Die Raad verbind hom om alle redelike dienste ter uitvoering van hierdie klosule te lever, waarvoor 'n bedrag van 5% (vyf persent) van alle bydraes en heffings ingevolge die bepalings van subklosules (1) en (2) aan die Raad betaal moet word.

#### 24. ORGANISEERDERS VAN VAKVERENIGING.

Beampies van die vakvereniging het in die gewone loop van hul pligte en met die voorafverkreye toestemming van die werkewer of sy gemagtigde verteenwoordiger, toegang tot alle werkterreine en werkinkels gedurende werkure, maar word nie toegelaat om die voortsetting van werk deur enige werknemer te belemmer nie; met dien verstande dat sodanige toegang nie vir die doel van vakverenigingorganisasiewerk mag wees of in verband mag staan met enige saak wat binne die bestek van die Wet op Nywerheidsversoening val nie.

#### 25. INDIENSNEMING VAN WERKNEMERS.

(1) Lede van die vakvereniging stem daarmee in om slegs by lede van die werkgewersorganisasie diens te aanvaar, en lede van die werkgewersorganisasie stem daarmee in om slegs lede van die vakvereniging in diens te neem; met dien verstande dat hierdie bepaling nie van toepassing is nie wanneer lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder grondige rede geweier is en die betrokke werknemers of werkewer sodanige weiering binne 14 dae aan die Raad rapporteer.

(2) Die bepalings van hierdie klosule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diensaanvaarding in die Nywerheid 'n uit-

from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

(3) Proof of membership by an employee of the trade union shall be the production of a current membership card issued by the South African Electrical Workers' Association, and shall be produced by the employee on demand.

#### 26. ADDITIONAL PAYMENT BY EMPLOYERS AND EMPLOYEES FOR BENEFITS.

(1) Every employer in the industry shall pay to each of his employees for whom wages are prescribed in clause 4 (1) (c) in addition to the other remuneration to which such employee is entitled and at the same time as such other remuneration is paid, an amount of 5½c per hour worked by the employee. The said payment shall be due on not more than 40 hours in any week.

(2) (a) Notwithstanding the provisions of any other clause in this Agreement, an employer shall deduct weekly from the remuneration of each of his employees for whom wages are prescribed in clause 4 (1) (c), an amount of R2.60 in the manner prescribed in this clause; provided that where an employee is employed by two or more employers during the same week the deductions for that week shall be made by the employer by whom he was first employed during the week for not less than eight hours.

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

(3) The employer shall in respect of the amounts deducted in terms of this clause, affix in the contribution book referred to in clause 14 (2) of each of the employees concerned on each pay day, a voucher to the value of such deductions cancelled by him with the name of the firm, and by the signature of the employee concerned.

(4) The vouchers referred to in sub-clause (3) shall be obtained by the employer from the Council and an adequate supply thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused vouchers.

#### 27. SICK BENEFIT FUND.

(1) There is hereby continued a sick benefit fund established under a previous agreement of the Council as published under Government Notice No. 1555 of the 5th August, 1955, as amended from time to time, and known as the "Electrical Contracting Industry Sick Benefit Fund" (hereinafter referred to as "the fund").

(2) The fund shall consist of—

- (a) moneys accruing from contributions as prescribed in clause 29 of this Agreement; and
- (b) moneys already standing to the credit of the fund at the date of this Agreement.

(3) The object of the fund shall be to provide members with sickness and accident pay during periods of incapacitation from duty.

#### 28. MEMBERSHIP.

(1) Membership of the fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (c) of this Agreement (hereinafter referred to as "member").

(2) Membership of the fund shall terminate immediately a member ceases to be employed in the Electrical Contracting Industry; provided that any member who becomes temporarily unemployed may, at the discretion of the Council, be permitted to retain his membership under such conditions as the Council may determine.

(3) Any member whose membership of the fund has terminated shall forfeit all claims on the fund and if readmitted to membership shall be regarded as an entirely new member unless otherwise decided by the Council.

#### 29. CONTRIBUTIONS.

(1) Of the amount of R2.60 deducted in terms of clause 26 of this Agreement from the remuneration of an employee for whom wages are prescribed in clause 4 (1) (c) of this Agreement, an amount of 25c shall be allocated to the fund.

(2) An amount of 5 per cent of all contributions in terms of sub-clause (1) shall be paid to the Council.

#### 30. BENEFITS.

(1) Every member on whose behalf the requisite number of contributions have been paid to the fund, shall be eligible for the following benefits from the fund by way of sick or accident pay when unable to work through sickness or accident:—

(a) A member of the fund on whose behalf contributions have been paid to the fund for 13 weeks and who is absent from work due to sickness or injury shall be entitled to benefits as prescribed in sub-clause (2) hereof; provided that no member shall be entitled to benefits—

nodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werkung tree.

(3) Bewys dat 'n werknemer lid van die vakvereniging is, bestaan uit die oorlegging van 'n geldige lidmaatskapkaart wat uitgereik is deur die South African Electrical Workers' Association, en sodanige kaart moet op versoek deur die werknemer getoon word.

#### 26. ADDISIONELE BETALINGS DEUR WERKGEWERS EN WERKNEMERS TEN OPSIGTE VAN BYSTAND.

(1) Elke werkgewer in die Nywerheid moet aan elkeen van sy werknemers vir wie lone in klousule 4 (1) (c) voorgeskry word, benewens die ander besoldiging waarop sodanige werknemer geregtig is en gelyktydig met die betaling van sodanige ander besoldiging, 'n bedrag van 5½c per uur gewerk deur die werknemer betaal. Genoemde betaling is verskuldig ten opsigte van hoogstens 40 uur in 'n bepaalde week.

(2) (a) Ondanks die bepalings van enige ander klousule in hierdie Ooreenkoms, moet 'n werkgewer elke week van die besoldiging van elkeen van sy werknemers vir wie lone in klousule 4 (1) (c) voorgeskry word, 'n bedrag van R2.60 afgetrek op die manier soos in hierdie klousule voorgeskryf; met dien verstande dat waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, die bedrag vir daardie week afgetrek moet word deur die werkgewer by wie hy gedurende daardie week die eerste in diens was vir minstens agt uur.

(b) Geen bedrag word ten opsigte van 'n werknemer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir 'n werkgewer in die Nywerheid gewerk het, afgetrek nie.

(3) Die werkgewer moet ten opsigte van die bedrae wat ooreenkostig die bepalings van hierdie klousule afgetrek is, op elke betaaldag in die bydraeboek, soos bedoel in klousule 14 (2), van elkeen van die betrokke werknemers, 'n bewyssuk plak ter waarde van sodanige bydraes en sodanige bewyssuk moet deur hom gerooier word met die naam en adres van die firma en moet deur die betrokke werknemer onderteken word.

(4) Die werkgewer moet die bewyssukke soos bedoel in sub-klousule (3), van die Raad verkry en 'n toereikende voorraad daarvan te alle tye in stand hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van ongebruikte bewyssukke van die Raad mag verkry.

#### 27. SIEKTEBYSTANDSFONDS.

(1) Die siektebystandsfonds gestig by 'n vorige ooreenkoms van die Raad soos gepubliseer by Goewermentskennisgiving No. 1555 van 5 Augustus 1955, en bekend as die "Siektebystandsfonds van die Elektrotegniese Aannemingsnywerheid" (hieronder die "fonds" genoem), word hierby voortgesit.

(2) Die fonds bestaan uit—

- (a) gelde verkry uit die bydraes soos voorgeskryf in klousule 29 van hierdie Ooreenkoms; en
- (b) gelde wat alreeds op die datum van hierdie Ooreenkoms in die kredit van die fonds staan.

(3) Die doel van die fonds is om lede te besoldig gedurende tydperke waarin hulle weens siekte of 'n ongeluk ongeskik is om te werk.

#### 28. LIDMAATSKAP.

(1) Lidmaatskap van die fonds is verpligtend vir alle werknemers vir wie lone voorgeskry word in klousule 4 (1) (c) van hierdie Ooreenkoms (hieronder "lid" genoem).

(2) Lidmaatskap van die fonds eindig sodra 'n lid nie meer in die Elektrotegniese Aannemingsnywerheid werkzaam is nie; met dien verstande dat 'n lid wat tydelik werkloos word, na goedvindie van die Raad toegelaat mag word om sy lidmaatskap te behou op dié voorwaarde wat die Raad mag bepaal.

(3) 'n Lid wie se lidmaatskap van die fonds geëindig het, verbeur alle eise teen die fonds, en as hy weer as lid toegelaat word, word hy geag 'n heeltemal nuwe lid te wees tensy die Raad anders besluit.

#### 29. BYDRAES.

(1) Van die bedrag van R2.60 wat ingevolge klousule 26 van hierdie Ooreenkoms afgetrek word van die besoldiging van 'n werknemer vir wie lone in klousule 4 (1) (c) van hierdie Ooreenkoms voorgeskryf word, moet 'n bedrag van 25c aan die fonds betaal word.

(2) 'n Bedrag van 5 persent van alle bydraes ingevolge sub-klousule (1) moet aan die Raad betaal word.

#### 30. BYSTAND.

(1) Elke lid ten behoeve van wie die vereiste getal bydraes aan die fonds betaal is, kom in aanmerking vir ondergenoemde bystand uit die fonds by wyse van siekte- of ongeluksbesoldiging wanneer hy weens siekte of ongeluk nie in staat is om te werk nie:—

(a) 'n Lid van die fonds ten behoeve van wie bydraes vir 13 weke tot die fonds betaal is en wat van sy werk afwesig is weens siekte of besering, is geregtig op bystand soos voorgeskryf in sub-klousule (2) hiervan; met dien verstande dat geen lid op bystand geregtig is nie—

- (i) in respect of the first three days of any sickness or accident; provided that a member shall be paid for one of these days should the absence from work be ten working days or more and for the other two days should the absence from work be fifteen working days or more;
- (ii) in the case of accidents covered by the Workmen's Compensation Act, 1941;
- (iii) in respect of incapacity resulting from insanity, self injury, attempted suicide, alcoholism, use of narcotics, chronic venereal disease, mental disorder or neurosis, professional sport, or from performing any unlawful act or from riot, civil commotion, war, hostilities or engaging in fighting;
- (iv) when he is on leave in terms of any Agreement of the Council but shall become entitled to benefits as from the date he was due to recommence work, giving due consideration to the provisions of paragraph (i) above;
- (v) unless a claim is made in such form as the Council may prescribe and is supported by a certificate from a medical practitioner;
- (vi) unless he observes all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness;
- (vii) in respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the fund, or any illness directly connected with such ailment;
- (viii) if he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation;
- (ix) in respect of sickness or accident whilst on military service or for which the military authorities have accepted responsibility;
- (x) whilst undergoing special treatment recommended by persons other than a medical practitioner or specialist;
- (xi) in respect of incapacity arising outside the limits of the Republic of South Africa, South West Africa, Lesotho, Botswana, Swaziland, Rhodesia and Zambia and the Portuguese Territories.
- (b) No member shall engage in employment, whether for remuneration or not, during the period he is in receipt of benefits.
- (c) Should a member follow any remunerative occupation during the period he is in receipt of benefits without the consent of the Council, he shall refund the benefits received.
- (2) (a) Subject to the provisions of paragraph (b) hereof the benefits referred to in sub-clause (1) (a) hereof shall be as follows—
- (i) R5 per working day for 65 working days in any one fund year; and
- (ii) R2.50 per working day for a further 65 working days in the same fund year.
- (b) Should a member who is incapacitated from duty at the end of a fund year not have exhausted the benefits prescribed in paragraph (a) hereof, he shall continue to receive such benefits until the end of his period of incapacity or until such benefits have been exhausted, whichever is the earlier; provided that such period of incapacitation is a continuous period.
- (c) Subject to the provisions of paragraph (d) hereof a member who has received the benefits prescribed in paragraphs (a) and (b) hereof, shall only be entitled to further benefits in the next fund year after 13 further contributions have been paid to the fund on his behalf.
- (d) A member who has exhausted the benefits prescribed in paragraph (a) hereof and on whose behalf 26 contributions had been paid to the fund before his application for benefits was originally made and who is still incapacitated from duty at the commencement of the next fund year, shall be entitled to further benefits as prescribed in paragraph (a) hereof; provided that should a member be entitled to benefits prescribed in paragraph (b) hereof, he shall only be entitled to the further benefits in the next fund year after the benefits to which he is entitled in terms of paragraph (b) hereof have been exhausted.
- (e) The provisions of paragraph (d) hereof shall not be applicable for more than two consecutive fund years.
- (3) The benefits provided for by the fund are not transferable and a member who attempts to assign, transfer or otherwise cede or pledge or hypothecate his rights, shall forthwith cease to be entitled to benefits for a period of three months.
- ### 31. POWERS AND DUTIES OF THE COUNCIL.
- (1) The Council shall be responsible for the administration of the fund and shall have full control of the affairs of the fund.
- (2) The Council may—
- (a) appoint medical practitioners, specialists, and such other persons as it may consider necessary to act for the fund, fix the terms of their appointment and the amount of their remuneration and decide the extent of the services to be rendered by them;
- (i) ten opsigte van die eerste drie dae van 'n siekte of ongeluk; met dien verstande dat 'n lid vir een van hierdie dae betaal moet word indien sy afwesigheid tien werkdae of meer beloop en vir die ander twee dae indien sy afwesigheid van die werk vyftien werkdae of meer beloop;
- (ii) in die geval van ongelukke wat deur die Ongevallewet, 1941, gedek word;
- (iii) ten opsigte van onvermoë om te werk as gevolg van kranksoorheid, selfbesering, poging tot selfmoord, alkoholisme, die gebruik van verdovingsmiddels, chroniese geslagsiekte, 'n geestesgebrek of neurose, professionele sport of die pleging van 'n onregmatige daad of weens onluste, burgerlike opstand, oorlog, vyanedelike optreden of deelname aan gevegte;
- (iv) wanneer hy ooreenkoms van die Raad met verlof afwesig is, maar dat hy, met behoorlike inagneming van die bepalings van paragraaf (i) hierbo, op bystand geregtig word met ingang van die datum waarop hy weer moes begin werk;
- (v) tensy 'n eis ingedien word in dié vorm wat die Raad mag voorskryf en so 'n eis gestaaf word deur 'n sertifikaat van 'n mediese praktisyen;
- (vi) tensy hy alle redelike instruksies of aanbevelings van 'n mediese praktisyen nagekom het ten einde te voor-kom dat 'n siekte voortduur of weer voorkom;
- (vii) ten opsigte van enige wanskaperheid, chroniese siekte of ander kwaal waaraan hy gely het toe hy lid van die fonds geword het of enige siekte wat regstreeks met sodanige kwaal in verband staan;
- (viii) indien hy opsetlik of per ongeluk beseer word en 'n derde party ten opsigte van sodanige besering aanspreeklik is vir die betaling van vergoeding en sodanige vergoeding wel betaal;
- (ix) ten opsigte van 'n siekte of ongeluk wat hy opdoen terwyl hy militêre diens doen of waarvoor die militêre owerheid aanspreeklikheid aanvaar het;
- (x) terwyl hy spesiale behandeling ontvang wat aanbeveel is deur ander persone as 'n mediese praktisyen of spesialis;
- (xi) ten opsigte van onvermoë wat opgedoen is buite die grense van die Republiek van Suid-Afrika, Suidwes-Afrika, Lesotho, Botswana, Swaziland, Rhodesië en Zambië en die Portugese Gebiede.
- (b) Geen lid mag, terwyl hy bystand ontvang, enige diens verrig nie, hetsy teen vergoeding al dan nie.
- (c) Indien 'n lid, terwyl hy bystand ontvang, lonende werk verrig sonder die toestemming van die Raad, moet hy die bystand terugbetaal wat hy ontvang het.
- (2) (a) Behoudens die bepalings van paragraaf (b) hiervan, is die bystand bedoel by subklousule (1) (a) hiervan, soos volg:—
- (i) R5 per werkdag vir 65 werkdae in een bepaalde fondsjaar; en
- (ii) R2.50 per werkdag vir 'n verdere 65 werkdae in dieselfde fondsjaar;
- (b) Indien 'n lid wat ongesik is om te werk, aan die einde van 'n fondsjaar nie die bystand voorgeskryf in paragraaf (a) hiervan, uitgeput het nie, gaan hy voort om sodanige bystand te ontvang tot aan die einde van sy tydperk van ongesiktheid of totdat sodanige bystand uitgeput is, wat ookal die eerste gebeur; met dien verstande dat sodanige tydperk van ongesiktheid 'n aaneenlopende tydperk is.
- (c) Behoudens die bepalings van paragraaf (d) hiervan, is 'n lid wat die bystand voorgeskryf in paragrawe (a) en (b) hiervan ontvang het, slegs op verdere bystand gedurende die volgende fondsjaar geregtig nadat 13 verdere bydraes aan die fonds namens hom betaal is.
- (d) 'n Lid wat die bystand voorgeskryf in paragraaf (a) hiervan uitgeput het, en namens wie 26 bydraes aan die fonds betaal is voordat sy aansoek om bystand oorspronklik gedoen is, en wat aan die begin van die daaropvolgende fondsjaar nog ongesik is om te werk, is geregtig op verdere bystand soos voorgeskryf in paragraaf (a) hiervan; met dien verstande dat indien 'n lid geregtig is op bystand voorgeskryf in paragraaf (b) hiervan, hy slegs op verdere bystand gedurende die daaropvolgende fondsjaar geregtig word nadat die bystand waarop hy ingevolge paragraaf (b) hiervan geregtig is, uitgeput is.
- (e) Die bepalings van paragraaf (d) hiervan is nie van toepassing vir meer as twee agtereenvolgende fondsjare nie.
- (3) Die bystand wat deur die fonds verleen word, is nie oordraagbaar nie, en 'n lid wat poog om sy regte oor te maak, oor te dra of op 'n ander manier te sedeer of te verpand of te beswaar, is onmiddellik en wel vir 'n tydperk van drie maande nie meer op bystand geregtig nie.
- ### 31. BEVOEGDHEDEN EN PLIGTE VAN DIE RAAD.
- (1) Die Raad is verantwoordelik vir die administrasie van die fonds en het volle beheer oor die sake van die fonds.
- (2) Die Raad mag—
- (a) mediese praktisyens, spesialiste en dié ander persone wat hy nodig ag, aanstel om die werk van die fonds te verrig, hulle aanstellingsvooraardes en die bedrag van hulle besoldiging bepaal en besluit oor die omvang van die dienste wat hulle moet verrig;

- (b) refuse any or all benefits to any member of the fund, who, in its opinion, has acted in a manner calculated or reasonably likely to injure the interests of the fund or its members, provided that such member shall, if he requests, be given the opportunity of appearing before the Council to state his case;
- (c) sanction expenditure by the fund;
- (d) empower its chairman and/or vice-chairman and its secretary or other official to sign conjointly on behalf of the fund, any agreements and contracts which it has approved;
- (e) open accounts in the name of the fund at banks or building societies and empower persons to operate on such accounts;
- (f) place on deposit or invest in paid-up permanent shares with banks or building societies, or invest in National Savings Certificates, Stock of the Government of the Republic of South Africa or local authority stock such moneys of the fund as are not required to meet the immediate obligations of the fund. Any interest derived from such investments shall accrue to the general funds of the Council.

(3) Notwithstanding anything to the contrary, the Council shall have discretionary powers to grant additional assistance to members in cases which it considers fall within the objects of the fund, and it may also in cases of hardship arising from illness grant special relief to members by means of pecuniary grants, loans or otherwise on such conditions as it may lay down from time to time.

### 32. FINANCIAL CONTROL.

(1) All moneys received by the Council in respect of the fund shall be deposited in the name of the fund at a bank or building society within three days of receipt and all disbursements from the fund—

- (a) shall require the sanction of the Council;
- (b) shall be effected by cheque or other written instrument signed by two persons duly authorized thereto by the Council;
- (c) in respect of benefits, shall be suspended whenever the total amount therein to the credit of the fund falls below R1,000 and until such time as it rises above R5,000.

(2) Any expenses incurred in connection with the administration of the fund shall form a charge upon the general funds of the Council.

(3) A public accountant, to be appointed by the Council, shall audit the accounts relating to the fund annually and shall not later than the 30th September of each year, or as soon as possible thereafter, prepare a statement showing—

- (a) all moneys received; and
  - (b) all amounts paid out;
- during the twelve months ended the 30th June, preceding, together with a balance sheet showing the assets and liabilities as at that date. The audited statement and balance sheet together with the auditor's report thereon, shall lie for inspection at the Council's offices.

True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon, shall be transmitted to the Secretary for Labour, Pretoria, within six months of the period to which it relates.

### 33. INDEMNITY.

The members of the Council and the officers and employees of the fund shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the fund against all losses and expenses incurred by them in or about the *bona fide* discharge of their duties.

### 34. EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the Council provided that if no subsequent Agreement be negotiated for the purpose of continuing the operation of the fund or the fund not being transferred by the Council to any other fund constituted for a similar purpose to that for which the original fund was established within two years of the date of expiry of this Agreement, the fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section *thirty-four* (2) of the Act, the Registrar may appoint a committee from employers and employees in the Industry on the basis of equal representation on both sides and the fund shall continue to be administered by such committee. Any vacancies occurring on the committee may be filled by the Registrar from employers or employees in the Electrical Contracting Industry to ensure an equality of employer and employee representatives and alternates in the membership of the Council. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon

- (b) weier om 'n bepaalde of alle bystand aan 'n lid van die fonds te verleen wat, na sy mening, gehandel het op 'n manier wat daarop bereken was om die belang van die fonds of die lede daarvan te benadeel of wat sodanige belang na alle redelike waarskynlikheid sal benadeel; met dien verstande dat so 'n lid, indien hy dit versoek, die geleentheid gegee moet word om voor die Raad te verskyn ten einde sy saak te stel;
- (c) magtiging verleen vir uitgawes deur die fonds;
- (d) sy Voorsitter en Ondervorsitter en sy Sekretaris of ander beampte magtig om gesamentlik namens die fonds ooreenkoms en kontrakte wat hy goedgekeur het, te onderteken;
- (e) rekenings in die naam van die fonds open by banke of bouverenigings en persone magtig om op sodanige rekenings te werk;
- (f) die geldie van die fonds wat nie nodig is om die onmiddellike verpligtings van die fonds na te kom nie, in banke of bouverenigings deponeer of belê in opbetaalde permanente aandele, of belê in Nasionale Spaarsertifikate, effekte van die Republiek van Suid-Afrika of effekte van plaaslike owerhede. Die rente deur sodanige beleggings opgelewer, val die algemene fondse van die Raad toe.

(3) Ondanks andersluidende bepalings, het die Raad die diskretionêre bevoegdheid om addisionele hulp aan lede te verleen in gevalle wat na sy mening binne die oogmerke van die fonds val, en hy mag ook in gevallen van ontbering as gevolg van siekte, spesiale hulp by wyse van geldelike toekennings, lenings of op 'n ander manier aan lede verleen op dié voorwaardes wat hy van tyd tot tyd bepaal.

### 32. FINANSIELE BEHEER.

(1) Alle gelde wat die Raad ten opsigte van die fonds ontvang, moet op naam van die fonds in 'n bank of bouvereniging gedeponeer word binne drie dae na ontvangs, en alle uitbetaalings uit die fonds—

- (a) moet deur die Raad goedgekeur word;
- (b) moet geskied deur middel van 'n tjet of ander skriftelike dokument wat onderteken is deur twee persone wat behoorlik daartoe gemagtig is deur die Raad;
- (c) ten opsigte van bystand moet opgeskort word wanneer die totale bedrag in die kredit van die fonds daal tot minder as R1,000 en dit moet opgeskort bly tot sodanige bedrag styg tot meer as R5,000.

(2) Alle uitgawes in verband met die administrasie van die fonds word teen die algemene fondse van die Raad in rekening gebring.

(3) 'n Openbare rekenmeester, wat deur die Raad aangestel moet word, moet die rekeninge wat op die fonds betrekking het jaarliks ouditeer en moet nie later nie as die 30ste September van elke jaar, of so gou moontlik daarna, 'n staat opstel wat aantoon—

- (a) alle gelde ontvang; en
  - (b) alle bedrae uitbetaal;
- gedurende die twaalf maande wat op die voorafgaande 30ste Junie geëindig het, tesame met 'n balansstaat wat die bates en laste op daardie datum aantoon. Hierdie geouditeerde staat en balansstaat tesame met die ouditeur se verslag daaroor moet by die kantore van die Raad ter insig lê. Juiste kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet binne ses maande na die einde van die tydperk waarop dit betrekking het aan die Sekretaris van Arbeid, Pretoria, gestuur word.

### 33. VRYWARING.

Die lede van die Raad en die ampsdraers en werknemers van die fonds is nie vir die skulde en laste van die fonds aanspreeklik nie en word hierby deur die fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die *bona fide* uitvoering van hul pligte aangegaan het.

### 34. VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) Ingeval hierdie Ooreenkoms weens tydsverloop verstryk of om 'n ander rede ophou om te bestaan, moet die fonds nog deur die Raad geadministreer word; met dien verstande dat indien daar nie binne twee jaar na verstryking van hierdie Ooreenkoms 'n daaropvolgende ooreenkoms aangegaan word vir die doel van voorsetting van die fonds nie, of die fonds nie deur die Raad oorgedra word na 'n ander fonds wat ingestel is vir dieselfde doel as dié waarvoor die oorspronklike fonds in die lewe geroep is nie, moet die fonds gelikwider word.

(2) Ingeval die Raad onbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens die bepalings van artikel *vier-en-dertig* (2) van die Wet bindend is, mag die Registrateur 'n komitee uit die geledere van werkgewers en werknemers in die Nywerheid aanstel op die grondslag van gelyke verteenwoordiging van albei kante, en moet die komitee voortgaan om die fonds te administreer. Alle vakatures wat op die komitee ontstaan, mag deur die Registrateur uit die geledere van die werkgewers of die werknemers in die Elektrotegniese Aannemingsnywerheid gevul word ten einde te verseker dat die getal werkgewers- en werknemersverteenvoerders en hulle sekundi in die Raad ewe groot is. Ingeval sodanige komitee nie daartoe in staat is nie of ontwillig is om sy pligte uit te voer of ingeval dit voor 'n dooie punt te staan kom wat

which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of such committee, who shall possess all the power of the Council for the purpose. In the event of there being no Council in existence the fund shall upon expiry of this Agreement be liquidated by the committee or trustees, as the case may be, in the manner set forth in clause 35 of this Agreement and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the fund shall be distributed, as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

### 35. LIQUIDATION.

Upon liquidation of the fund in terms of this Agreement the moneys remaining to the credit of the fund after payment of all claims including the administration and liquidation expenses, shall be paid into the general funds of the Council.

### 36. PENSION FUND.

(1) The fund established under Government Notice No. 266 of the 15th February, 1963, and known as the "Electrical Contracting Industry Pension Fund" (hereinafter referred to as the "Pension Fund"), is hereby continued.

(2) The Pension Fund shall consist of—

- (a) moneys accruing from contributions prescribed in clause 38 of this Agreement;
- (b) moneys already standing to the credit of the members of the Pension Fund at the date of this Agreement.

(3) The objects of the Pension Fund shall be to provide members with death and retirement benefits.

### 37. MEMBERSHIP.

Membership of the Pension Fund shall be compulsory for all employees for whom wages are prescribed in clause 4 (1) (c) of this Agreement (hereinafter referred to as the "member"); provided that membership shall not be compulsory in respect of any employee who on the date of coming into operation of this Agreement is, or thereafter becomes a participant in and member of any other fund which on the 25th February, 1963, provided pension benefits for any employee in the Industry, and in which the employer of that employee was on the said date a participant during such period only as such fund continues to operate and both employer and employee are participants therein.

### 38. CONTRIBUTIONS.

Of the amount of R2.60 deducted in terms of clause 26 (2) (a) of this Agreement an amount of R1.90 shall be paid to the Federated Employers' Insurance Company Limited, for the purpose of providing death and retirement benefits to members.

### 39. BENEFITS.

(1) Benefits payable to a member of the Pension Fund shall be as prescribed in the rules of the Pension Fund for which provision is made in clause 40.

(2) Any benefits accruing under the Pension Fund shall not be transferable and cannot be ceded or pledged; provided that an employee may nevertheless nominate a beneficiary to receive the proceeds of his policy in the event of his death prior to retirement.

### 40. ADMINISTRATION.

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

(2) In the event of the Council being unable or unwilling to perform its duties the Registrar may appoint trustees to perform the Council's functions. The trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services rendered by the trustees shall form a charge upon the general funds of the Council.

### 41. MEDICAL AID FUND.

(1) The fund established under Government Notice No. 266 of the 15th February, 1963, and known as the "Electrical Contracting Industry Medical Aid Fund" (hereinafter referred to as the "Medical Aid Fund") is hereby continued.

(2) The Medical Aid Fund shall consist of—

- (a) moneys accruing from contributions as prescribed in clause 48 of this Agreement; and
- (b) moneys already standing to the credit of the Medical Aid Fund at the date of this Agreement.

die administrasie van die fonds na die mening van die Registrateur ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van sodanige komitee uit te voer, en sodanige trustee of trustees het vir dié doel al die bevoegdhede van die Raad. Ingeval daar geen Raad bestaan nie, moet die fonds by die verstryking van hierdie Ooreenkoms deur die komitee of trustees, na gelang van die geval, gelikwideer word op die manier soos voorgeskryf in klosule 35 van hierdie Ooreenkoms, en indien die sake van die Raad by sodanige verstryking alreeds afgehandel en sy bates verdeel is, moet die saldo van die fonds ooreenkomsdig die bepalings van artikel vier-en-dertig (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

### 35. LIKWIDASIE.

By die likwidasie van die fonds ingevolge die bepalings van hierdie Ooreenkoms, moet die geldte wat in die kredit van die fonds staan nadat alle eise, met inbegrip van die administrasies en likwidasiekoste, betaal is, in die algemene fondse van die Raad gestort word.

### 36. PENSIOENFONDS.

(1) Hierby word die fonds ingestel by Goewermentskennisgewing No. 266 van 15 Februarie 1963, en wat bekend staan as die "Pensioenfonds van die Elektrotegniese Aannemingsnywerheid" (hieronder die "Pensioenfonds" genoem), voortgesit.

(2) Die Pensioenfonds bestaan uit—

- (a) gelde verkry uit bydraes soos voorgeskryf in klosule 38 van die Ooreenkoms; en
- (b) gelde wat alreeds in die kredit staan van die lede van die Pensioenfonds op die datum van hierdie Ooreenkoms.

(3) Die oogmerke van die Pensioenfonds is om bystand by sterfte en uitdienstreding aan lede te verleen.

### 37. LIDMAATSKAP.

Lidmaatskap van die Pensioenfonds is verpligtend vir alle werknemers vir wie lone voorgeskryf word in klosule 4 (1) (c) van hierdie Ooreenkoms (hieronder die "lid" genoem); met dien verstaande dat lidmaatskap nie verpligtend is nie ten opsigte van 'n werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree of daarna 'n deelnemer word in en lid word van 'n ander fonds wat op 25 Februarie 1963 pensioenvoordele aan enige werknemer in die Nywerheid voorsien het, en waaraan die werkgever van daardie werknemer op genoemde dag alleenlik gedurende dié tydperk deelgeneem het toe sodanige fonds in werking was en beide die werkgever en die werknemer daaraan deelneem.

### 38. BYDRAES.

Van die bedrag van R2.60 wat ingevolge klosule 26 (2) (a) van hierdie Ooreenkoms agetrek word, moet 'n bedrag van R1.90 aan die Federated Employers' Insurance Company, Limited, betaal word, vir die doel om bystand by sterfte en uitdienstreding aan lede te verleen.

### 39. BYSTAND.

(1) Die bystand wat aan 'n lid van die Pensioenfonds betaalbaar is, is dié soos voorgeskryf in die reëls van die Pensioenfonds waarvoor daar in klosule 40 voorsiening gemaak word.

(2) Die bystand wat ooreenkomsdig die Pensioenfonds ooploop, is nie oordraagbaar nie en kan nie gesedeer of verpand word nie; met dien verstaande dat 'n werknemer nogtans 'n begunstigde mag benoem om die opbrengs van sy polis te ontvang ingeval hy voor uitdienstreding te sterwe kom.

### 40. ADMINISTRASIE.

(1) Die Pensioenfonds word geadministreer ooreenkomsdig die reëls soos deur die Raad goedgekeur. Sodanige reëls mag nie met die bepalings van hierdie Ooreenkoms of met die bepalings van die Wet onbestaanbaar wees nie en 'n kopie daarvan en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad nie daartoe in staat is nie of onwillig is om sy pligte uit te voer, mag die Registrateur trustees aanstel om die funksies van die Raad uit te voer. Die trustees wat aldus aangestel is, het al die bevoegdhede waarmee die Raad vir die doel van hierdie Ooreenkoms beklee is. Betaling (indien daar is) vir die dienste gelewer deur die trustees, moet teen die algemene fondse van die Raad in rekening gebring word.

### 41. MEDIËSE BYSTANDSFONDS.

(1) Hierby word die fonds ingestel by Goewermentskennisgewing No. 266 van 15 Februarie 1963 en wat bekend staan as die "Mediese Bystandsfonds van die Elektrotegniese Aannemingsnywerheid" (hieronder die "Mediese Bystandsfonds" genoem), voortgesit.

(2) Die Mediese Bystandsfonds bestaan uit—

- (a) gelde verkry van bydraes soos voorgeskryf in klosule 48 van hierdie Ooreenkoms; en
- (b) gelde wat alreeds in die kredit van die Mediese Bystandsfonds staan op die datum van hierdie Ooreenkoms.

**42. OBJECTS.**

The objects of the Medical Aid Fund shall be—

- (1) to assist members in regard to the costs of medical services arising from any illness contracted and/or injury sustained by themselves;
- (2) to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents, and for improving and promoting the health of members, their dependants and other persons employed in the industry.

**43. MEMBERSHIP.**

The conditions of membership set out in clause 28 of this Agreement shall *mutatis mutandis* apply in respect of the Medical Aid Fund.

**44. WAITING PERIOD.**

(1) Subject to the provisions of this Agreement a new member shall be entitled to benefits from the Medical Aid Fund should 26 weekly contributions to the Medical Aid Fund have been made on his behalf over a period of 26 weeks; provided that the period of 26 weeks may be extended should any break in contributions have been due to any reason other than the member taking up employment outside the Industry.

(2) A member shall not qualify for benefits unless during the 52 weeks immediately preceding the date on which he obtained medical attention, contributions were paid to the Medical Aid Fund on his behalf for a period of at least 13 weeks. The provisions of this sub-clause shall not apply to a member during the first 39 weeks following the completion of the waiting period prescribed in sub-clause (1).

**45. CLAIMS.**

All payments from the Medical Aid Fund shall be in accordance with the special tariff of fees laid down by the Medical Association of South Africa in respect of medical aid societies and funds.

**46. BENEFITS.**

(1) Subject to the provisions of this Agreement the Medical Aid Fund shall pay 75 per cent, and the member 25 per cent, of all medical expenses which are admitted as claims; provided that the Medical Aid Fund shall not pay the first R3 of admitted claims of any member during any fund year.

(2) Claims in respect of fees payable to a specialist shall not be admitted unless the consultation with specialist was arranged by a medical practitioner.

(3) The amount payable by the Medical Aid Fund in respect of theatre fees at a hospital or nursing home shall be the theatre fee charged, subject to a maximum payment of R15 for any operation.

(4) The amount payable by the Medical Aid Fund in respect of Hospital or Nursing Home fees shall be the amount charged, subject to a maximum payment of R3 per day; provided that the Medical Aid Fund shall not be liable for payment in respect of a period exceeding 6 weeks in any hospital or nursing home.

(5) The maximum amount payable by the Medical Aid Fund in respect of benefits for any member during any fund year shall be R200 (two hundred rand).

**47. EXCLUSIONS.**

(1) A member of the Medical Aid Fund shall not be entitled to benefits—

- (a) in the case of accidents covered by the Workmen's Compensation Act, 1941;
- (b) in respect of incapacity resulting from insanity, self injury, attempted suicide, alcoholism, use of narcotics, chronic venereal disease, mental disorder or neurosis, professional sport, or from performing any unlawful act or from riot, civil commotion, war, hostilities or engaging in fighting;
- (c) unless a claim is made in such form as the Council may prescribe, and is supported by a certificate from a medical practitioner;
- (d) unless he observes all reasonable instructions or recommendations of his medical attendant to prevent the continuation or recurrence of an illness;
- (e) in respect of any deformity, chronic disease, or other ailment from which he was suffering when he became a member of the fund, or any illness directly connected with such ailment;
- (f) if he suffers injury, whether wilful or accidental, for which a third party is liable to pay and does pay compensation;
- (g) in respect of sickness or accident whilst on military service or for which the military authorities have accepted responsibility;
- (h) whilst undergoing special treatment recommended by persons other than a medical practitioner or a specialist;

**42. OOGMERKE.**

Die oogmerke van die Mediese Bystandsfonds is—

- (1) om lede te help in verband met die koste van mediese dienste as gevolg van siekte en/of beserings deur hulle opgedoen;
- (2) om dié maatreëls te tref en dié stappe te doen wat die Raad nodig ag ten einde siekte en ongelukke te voorkom en die gesondheid van lede, hulle afhanglikes en ander persone wat in die Nywerheid werkzaam is, te verbeter en te bevorder.

**43. LIDMAATSKAP.**

Die voorwaardes betreffende lidmaatskap, soos vervat in klosule 28 van hierdie Ooreenkoms, is *mutatis mutandis* van toepassing ten opsigte van die Mediese Bystandsfonds.

**44. WAGTYDPERK.**

(1) Behoudens die bepalings van hierdie Ooreenkoms, is 'n nuwe lid op bystand van die Mediese Bystandsfonds geregtig nadat 26 weeklikse bydraes tot die Mediese Bystandsfonds ten behoeve van hom oor 'n tydperk van 26 weke gemaak is; met dien verstande dat die tydperk van 26 weke verleng mag word indien die bydraes onderbreek word weens 'n ander rede as die feit dat die lid diens buite die Nywerheid aanvaar het.

(2) 'n Lid kom nie vir bystand in aanmerking nie tensy daar gedurende die 52 weke onmiddellik voor die datum waarop hy mediese behandeling ontvang het, ten behoeve van hom tot die Mediese Bystandsfonds bygedra is vir 'n tydperk van minstens 13 weke. Die bepalings van hierdie subklosule is nie gedurende die eerste 39 weke wat volg op die voltooiing van die wagtydperk voorgeskryf in subklosule (1), op 'n lid van toepassing nie.

**45. EISE.**

Alle betalings uit die Mediese Bystandsfonds geskied ooreenkostig die spesiale tarief soos deur die Mediese Vereniging van Suid-Afrika voorgeskryf ten opsigte van mediese bystandsverenigings en -fondse.

**46. BYSTAND.**

(1) Behoudens die bepalings van hierdie Ooreenkoms, moet die Mediese Bystandsfonds 75 persent en die lid 25 persent van alle mediese koste betaal wat as eise toegelaat word; met dien verstande dat die Mediese Bystandsfonds nie die eerste R3 van die eise wat gedurende enige fondsjaar ten opsigte van 'n lid toegelaat word, betaal nie.

(2) Eise ten opsigte van die geldte betaalbaar aan 'n spesialis, word nie toegelaat nie tensy die konsultasie met die spesialis deur 'n mediese praktyk gereel is.

(3) Die bedrag deur die Mediese Bystandsfonds betaalbaar ten opsigte van operasiesaalgedle in 'n hospitaal of verpleeginrigting, is die operasiegeld wat gevra word, maar die maksimum wat ten opsigte van enige operasie betaal word, is R15.

(4) Die bedrag deur die Mediese Bystandsfonds betaalbaar ten opsigte van hospitaal- of verpleeginrigtinggeld, is die bedrag wat gevra word, maar die maksimum betaling is R3 per dag; met dien verstande dat die Mediese Bystandsfonds nie vir betaling ten opsigte van 'n tydperk van langer as 6 weke in enige hospitaal of verpleeginrigting aanspreeklik is nie.

(5) Die maksimum bedrag wat deur die Mediese Bystandsfonds betaalbaar is ten opsigte van bystand aan enige lid gedurende enige fondsjaar, is R200 (tweehonderd rand).

**47. UITSLUITINGS.**

(1) 'n Lid van die Mediese Bystandsfonds is nie op bystand geregtig nie—

- (a) in die geval van ongelukke wat deur die Ongevallewet, 1941, gedek word;
- (b) ten opsigte van ongesiktheid as gevolg van kranksinnheid, selfbesering, poging tot selfmoord, alkoholisme, die gebruik van verdovingsmiddels, kroniese geslagsiekte, 'n geestesgebrek of neurose, professionele sport of die pleging van 'n onregmatige daad of weens onluste, burgerlike opstand, oorlog, vyandelike optrede of deelname aan gevegte;
- (c) tensy 'n eis in die vorm wat die Raad mag voorskryf, ingestuur en gestaaf word deur 'n sertifikaat van 'n mediese praktyk;
- (d) tensy hy alle redelike opdragte of aanbevelings van die mediese praktyk nagekom het ten einde die voortduur of herhaling van die siekte te voorkom;
- (e) ten opsigte van enige wanskaperheid, chroniese siekte of ander kwaal waaraan hy gely het toe hy lid van die fonds geword het of ten opsigte van enige siekte wat regstreeks met sodanige kwaal in verband staan;
- (f) as hy 'n besering opdoen, hetsy opsetlik of per ongeluk, ten opsigte waarvan 'n derde party aanspreeklik is vir die betaling van vergoeding en sodanige vergoeding wel betaal;
- (g) ten opsigte van 'n siekte of ongeluk wat hy opdoen terwyl hy militêre diens doen of waarvoor die militêre owerheid aanspreeklikheid aanvaar het;
- (h) terwyl hy spesiale behandeling ondergaan deur ander persone as 'n mediese praktyk of 'n spesialis;

- (i) in respect of incapacity arising outside the limits of the Republic of South Africa, South West Africa, Lesotho, Botswana, Swaziland, Rhodesia, Zambia and the Portuguese Territories.
- (2) A member of the Medical Aid Fund shall not be entitled to payments towards expenses in respect of—
- (a) treatment of any kind by a dentist, including the supply of dentures;
  - (b) the testing of eyesight;
  - (c) plastic surgery for cosmetic purposes;
  - (d) vaccinations or injections for prophylactic purposes;
  - (e) medical or surgical or other appliances, or spectacles;
  - (f) medicines or chemist's supplies of any nature, whether or not prescribed by a medical practitioner;
  - (g) holidays for recuperative purposes;
  - (h) injury arising out of any accident whilst travelling in an aeroplane otherwise than as a fare-paying passenger on a recognized airline;
  - (i) travelling expenses, whether of a member, medical practitioner or nurse.

#### 48. CONTRIBUTIONS.

- (1) Of the amount of R2.60 deducted in terms of clause 26 (2) (a) of this Agreement an amount of 45c shall be paid to the Medical Aid Fund.
- (2) An amount of  $7\frac{1}{2}$  per cent of all contributions in terms of sub-clause (1) shall be paid to the Council.

#### 49. ADMINISTRATION AND LIQUIDATION.

The provisions of clauses 31 to 35 (inclusive) shall *mutatis mutandis* apply in respect of the Medical Aid Fund.

#### 50. FURTHER POWERS OF THE COUNCIL.

The Council shall further—in respect of the Medical Aid Fund—have the power—

- (1) to contract with any hospital, registered nursing home, registered convalescent home or other similar institution for the care of sick or convalescent members; and
- (2) to contract with any other person, body, institution or authority in respect of medical services.

#### 51. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY.

(1) Each employer shall, subject to the provisions of sub-clause (2) hereof, contribute the amount of 8c per week to the National Development Fund for the Building Industry referred to in Government Notice No. 1491 of the 18th September, 1959 (hereinafter referred to as "the Development Fund"), in respect of each employee for whom wages are prescribed in clause 4 (1) (c) of this Agreement, for the purpose of implementing the objects set forth in the constitution of the Development Fund.

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

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

(3) The employer shall in respect of the amounts payable in terms of this clause, affix in the contribution book referred to in clause 14 (2) of this Agreement of each of the employees concerned on each pay day a voucher to the value of such amounts payable, cancelled by him with the name of the firm, and by the signature of the employee concerned.

(4) The vouchers referred to in sub-clause (3) of this clause shall be obtained by the employer from the Council and an adequate supply thereof shall be maintained by the employer at all times; provided that an employer may obtain a refund from the Council of the value of any unused vouchers.

(5) The Council shall each month pay over to the Development Fund the total amount of contributions collected in terms of sub-clause (1) of this clause less a collection fee of  $2\frac{1}{2}$  per cent, which amount shall accrue to the general funds of the Council.

(6) A copy of the constitution of the Development Fund and of any amendments thereto shall be lodged with the Council and the Secretary for Labour.

(7) True copies of the audited statement of revenue and expenditure and balance sheet of the Development Fund, countersigned by the Chairman of the Development Fund, and of the auditor's report thereon shall be tabled at the first meeting of the Council after receipt thereof.

#### 52. EXEMPTIONS.

- (1) The Council may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

- (i) ten opsigte van ongesiktheid wat ontstaan buite die grense van die Republiek van Suid-Afrika, Suidwes-Afrika, Lesotho, Botswana, Swaziland, Rhodesië, Zambië en die Portugese Gebiede.
- (2) 'n Lid van die Mediese Bystandsfonds is nie op die betaling van bydraes tot uitgawes in verband met die volgende geregtig nie—
- (a) behandeling van enige aard deur 'n tandarts, met inbegrip van die verskaffing van valstande;
  - (b) die toets van oë;
  - (c) plastiese chirurgie vir skoonheidsdoeleindes;
  - (d) inentings of insputings vir voorbehoedingsdoeleindes;
  - (e) mediese of chirurgiese of ander toestelle, of brille;
  - (f) medisyne of aptekersbenodigdhede van enige aard, afgesien daarvan of dit deur 'n mediese praktisyn voorgeskryf is of nie;
  - (g) vakansies vir herstellingsdoeleindes;
  - (h) beserings opgedoen as gevolg van 'n ongeluk terwyl hy in 'n vliegtuig gereis het, uitgesonderd as 'n betalende passasier van 'n erkende lugdiens;
  - (i) reiskoste, hetsy dié van 'n lid, mediese praktisyn of verpleegster.

#### 48. BYDRAES.

(1) Van die bedrag van R2.60 wat ingevolge die bepalings van klosusle 26 (2) (a) van hierdie Ooreenkoms afgetrek word, moet 'n bedrag van 45c aan die Mediese Bystandsfonds betaal word.

(2) 'n Bedrag van  $7\frac{1}{2}$  persent van alle bydraes ooreenkomstig die bepalings van subklosusle (1), moet aan die Raad betaal word.

#### 49. ADMINISTRASIE EN LIKWIDASIE.

Die bepalings van klosusles 31 tot en met 35 is *mutatis mutandis* van toepassing ten opsigte van die Mediese Bystandsfonds.

#### 50. VERDERE BEVOEGDHEDEN VAN DIE RAAD.

Die Raad het verder die bevoegdheid—ten opsigte van die Mediese Bystandsfonds—om—

(1) 'n kontrak met 'n hospitaal, geregistreerde verpleeginrigting, geregistreerde herstellingshuis of ander soortgelyke inrigting vir die versorging van siek of herstellende lede aan te gaan; en

(2) 'n kontrak in verband met mediese dienste aan te gaan met enige ander persoon, liggaaam, inrigting of owerheid.

#### 51. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOONYWERHEID.

(1) Elke werkgewer moet, behoudens die bepalings van subklosusle (2) hiervan, 'n bedrag van 8c per week ten opsigte van elke werknemer vir wie lone in klosusle 4 (1) (c) van hierdie Ooreenkoms voorgeskryf word, aan die Nasionale Ontwikkelingsfonds vir die Bouywewerheid genoem in Goewermentskennisgewing No. 1491 van 18 September 1959 (hieronder die „Ontwikkelingsfonds“ genoem), bydra met die doel om die oogmerke van die Ontwikkelingsfonds te verwesenlik soos in die konstitusie daarvan uiteengesit.

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

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

(3) 'n Werkgewer moet ten opsigte van die bedrae wat ingevolge hierdie klosusle betaalbaar is, in die bydraeboek (soos bedoel in klosusle 14 (2) van hierdie Ooreenkoms) van elkeen van die betrokke werknemers op elke betaaldag 'n bewys plak ter waarde van sodanige betaalbare bedrae en die bewysstuk moet deur hom geroejer word met die naam en adres van die firma en moet deur die betrokke werknemer onderteken word.

(4) Die werkgewer moet die bewysstukke soos bedoel in subklosusle (3) van hierdie klosusle, van die Raad verkry en 'n toereikende voorraad daarvan te alle tye in stand hou; met dien verstande dat 'n werkgewer 'n terugbetaling van die waarde van alle ongebruikte bewysstukke van die Raad mag verkry.

(5) Die Raad moet elke maand aan die Ontwikkelingsfonds die totale bedrag van die bydraes betaal wat ingevolge subklosusle (1) van hierdie klosusle ingevorder is, min 'n invorderingskoste van  $2\frac{1}{2}$  persent, wat die algemene fondse van die Raad toeval.

(6) 'n Kopie van die konstitusie van die Ontwikkelingsfonds en van alle wysigings daarvan moet by die Raad en by die Sekretaris van Arbeid ingediend word.

(7) Juiste kopieë van die geouditeerde staat van inkomste en uitgawe en die balansstaat van die Ontwikkelingsfonds, medeonderteken deur die Voorsitter van die Ontwikkelingsfonds, en van die ouditeur se verslag daaroor moet ter tafel gelê word by die eerste vergadering van die Raad na ontvangs daarvan.

#### 52. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede aan enige persoon of persone skriftelik vrystelling verleen van enige van die bepalings van hierdie Ooreenkoms.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificate or exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

### 53. GENERAL.

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-clause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, sub-clause or clause of this Agreement being inoperative, or *ultra vires* the powers of the parties or the Minister, either before or after publication of the Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at Johannesburg as authorized for and on behalf of the parties to the Council on this 25th day of July, 1967.

R. COWLEY,

Chairman of the Council.

U. BEZUIDENHOUT,

Vice-Chairman of the Council.

C. P. VENTER,

Secretary of the Council.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkoms hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk vasstel waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone enige vrystellingsertifikaat mag intrek afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon aan wie vrystelling verleen word. 'n Sertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik word, geldig nie.

(4) Die Raad mag 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, intrek of wysig sonder om redes daarvoor te verstrek.

(5) 'n Werkewer moet die gewysigde voorwaardes soos geskep deur 'n vrystellingsertifikaat wat ooreenkoms die bepalings van hierdie klousule uitgereik is, nakom.

### 53. ALGEMEEN.

Geen werkewer of werknemer mag afsien van die bepalings van hierdie Ooreenkoms nie, afgesien daarvan of die bedoelde bepalings 'n voordeel of 'n verpligting vir die betrokke werkewer of werknemer skep. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting na gelang van die geval, onafhanklik van die bestaan van ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms, hetsy voor- of nadat die Minister dit ingevolge die bepalings van die Wet in die *Staatskoerant* gepubliseer het, nie in werkking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref, het dit hoegenaamd geen uitwerking op die ander bepalings van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Soos gemagtig, vir en namens die partye by die Raad te Johannesburg onderteken op hede die 25ste dag van Julie 1967.

R. COWLEY,

Voorsitter van die Raad.

U. BEZUIDENHOUT,

Ondervoorsitter van die Raad.

C. P. VENTER,

Sekretaris van die Raad.

No. R.2020.]

[15th December, 1967.

## WAR MEASURES ACT, 1940.

## SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE NO. 43 OF 1942, AS AMENDED.

## ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL.

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Electrical Contracting Industry, published under Government Notice No. R.2019 of the 15th December, 1967.

M. VILJOEN,  
Minister of Labour.

No. R.2021.]

[15th December, 1967.

## FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

## ELECTRICAL CONTRACTING INDUSTRY, TRANSVAAL.

I, MARAIS VILJOEN, Minister of Labour,—

- (a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Electrical Contracting Industry, published under Government Notice No. R.2019 of the 15th December, 1967, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act;
- (b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice, hereby exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 21A of the said Act, in respect of employees who are entitled to benefits under the Sick Benefit Fund continued in terms of clause 27 of the said Agreement; and
- (c) in terms of section 54 (2) of the said Act cancel Government Notice No. R.1668 of the 20th October, 1967, as from the second Monday after the date of publication of this notice.

M. VILJOEN,  
Minister of Labour.

No. R.2020.]

[15 Desember 1967.

## WET OP OORLOGSMAATREËLS, 1940.

## OPSKORTING VAN REGULASIES OP LEWENSKOSTETOELAES GEПUBLISEER BY OORLOGSMAATREËL NO. 43 VAN 1943, SOOS GEWYSIG

## ELEKTROTEGNIESE AANNEMINGSNYWERHEID, TRANSVAAL.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatregel No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werkneemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Elektrotegniese Aannemingsnywerheid wat by Goewermentskennisgewing No. R.2019 van 15 Desember 1967 gepubliseer is.

M. VILJOEN,  
Minister van Arbeid.

No. R.2021.]

[15 Desember 1967.

## WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

## ELEKTROTEGNIESE AANNEMINGSNYWERHEID, TRANSVAAL.

Ek, MARAIS VILJOEN, Minister van Arbeid,—

- (a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemingsnywerheid, gepubliseer by Goewermentskennisgewing No. R.2019 van 15 Desember 1967, oor die algemeen vir werkneemers 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 desbetreffende bepalings van genoemde Wet;
- (b) stel hierby ingevolge artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, alle werkgewers wat onderhewig is aan die bepalings van genoemde Ooreenkoms vry van die vereistes van artikel 21A van genoemde Wet, ten opsigte van werkneemers wat geregting is op bystand uit die Siektebystandsfonds wat ingevolge klousule 27 van genoemde Ooreenkoms voortgesit is; en
- (c) trek hierby kragtens artikel 43 (2) van genoemde Wet Goewermentskennisgewing No. R.1668 van 20 Oktober 1967 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,  
Minister van Arbeid.

No. R.2022.]

[15th December, 1967.

**INDUSTRIAL CONCILIATION ACT, 1956.****WORK RESERVATION DETERMINATION NO. 6—  
BUILDING INDUSTRY, TRANSVAAL AND  
ORANGE FREE STATE.****EXEMPTION IN RESPECT OF THE PROVINCE  
OF THE TRANSVAAL.**

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination No. 6, published under Government Notice No. 17 of the 2nd June, 1961, with effect from the second Monday after the date of publication of this notice and for the period ending the 24th May, 1969, to all employers and employees bound by the Agreement relating to the Electrical Contracting Industry, Transvaal, published under Government Notice No. R.2019 of the 15th December, 1967, to the extent that persons who are not White persons may perform any work in the said Industry specified in the definition of "unskilled labourer" in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

No. R.2022.]

[15 Desember 1967.

**WET OP NYWERHEIDSVERSOENING, 1956.****WERKRESERVERINGVASSTELLING NO. 6—  
BOUNYWERHEID, TRANSVAAL EN  
ORANJE-VRYSTAAT.****VRYSTELLING TEN OPSIGTE VAN DIE  
PROVINSIE TRANSVAAL**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, vrystelling van die bepalings van Vasstelling No. 6 wat by Goewermentskennisgewing No. 17 van 2 Junie 1961 gepubliseer is, aan alle werkgewers en werknemers vir wie die Ooreenkoms in verband met die Elektrotegniese Aannemingsnywerheid, Transvaal, gepubliseer by Goewermentskennisgewing No. R.2019 van 15 Desember 1967 bindend is, verleen het vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 24 Mei 1969 eindig, in dié mate dat persone wat nie Blanke persone is nie, toegelaat mag word om in genoemde Nywerheid enige werk te verrig wat in die omstrywing van „ongeskoolde arbeider“ in klousule 3 van genoemde Ooreenkoms gespesifieer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkgewer sal verval sodra sodanige werkgewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

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