

BUITENGEWONE



EXTRAORDINARY

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

REGULASIEKOERANT No. 921

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[No. 2003.]

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 341.]

[8 Maart 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE NYWERHEID,
OOS-LONDEN.

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 Nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 2 jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangaan 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 die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (3) (b), 24 en 27, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 2 jaar vanaf genoemde Maandag 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 landdrosdistrik Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (3) (b), 24 en 27, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 2 jaar vanaf genoemde Maandag eindig, in die landdros-

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 341.]

[8 March 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL INDUSTRY, EAST LONDON.
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 Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending 2 years from the said Monday upon the employers' organisation and the trade union which entered into the 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 Agreement, excluding those contained in clauses 1 (1), 2, 5 (3) (b), 24 and 27, shall be binding from the second Monday after the date of publication of this notice and for the period ending 2 years from the said Monday 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 Magisterial District of East London; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Magisterial District of East London and from the second Monday after the date of publication of this notice and for the period ending 2 years from the said Monday the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 5 (3) (b),

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distrik Oos-Londen *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by die 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.

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID, OOS-LONDEN.

OOREENKOMS

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

Electrical Contractors' Association of South Africa

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

South African Electrical Workers' Association

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid, Oos-Londen.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die landrostdistrik Oos-Londen nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Nywerheid wat onderskeidelik lede van die Werkgewersorganisasie en die Vakvereniging is.

(2) (a) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms op vakleerlinge en minderjarige van toepassing slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan is of voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(b) Die bepalings van hierdie Ooreenkoms is op kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, van toepassing slegs vir sover dit nie met die bepalings van daardie Wet, of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(c) Die bepalings van hierdie Ooreenkoms is nie op klerklike werknemers of administratiewe personeel van toepassing nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, soos gewysig, mag vasstel en bly van krag vir 'n tydperk van 2 jaar of vir dié tydperk wat die Minister mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings 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 daarvan bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig; "vakleerling" 'n werknemer wat diens doen ooreenkomstig 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees;

"ambagsman" 'n werknemer wat sy opleiding ooreenkomstig die Wet op Vakleerlinge, 1944, soos gewysig, of die Wet op Opleiding van Vakmanne, 1951, soos gewysig, voltooi het of 'n werknemer wat ouer as 21 jaar is en in besit is van 'n sertifikaat wat uitgereik is of erken word deur die Raad en wat hom in staat stel om as 'n ambagsman in diens geneem te word;

"terugroepwerk" werk wat van 'n noodsaaklike aard is en wat verrig word wanneer iemand teruggeroep word om dit te doen op enige ander tyd as gedurende die gewone werkure soos voorgeskryf in klousule 9 van hierdie Ooreenkoms;

"los arbeider" 'n ongeskoolde arbeider wat op hoogstens 3 dae in 'n bepaalde week deur dieselfde werkgewer in diens geneem word;

"voortdurende toesig" die bly binne so 'n afstand van die werk af waarvoor daar toesig gehou moet word dat 'n oog oor die vernaamste aspekte van sodanige werk gehou kan word;

"Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid, Oos-Londen, wat ingevolge artikel 19 van die Wet geregistreer is;

"plattelandse werk" 'n werk buite 'n straal van 8 myl vanaf die Hoofpsofkontoor in Oos-Londen;

24 and 27, 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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY, EAST LONDON.

AGREEMENT

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

Electrical Contractors' Association of South Africa

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

South African Electrical Workers' Association

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

being the parties to the Industrial Council for the Electrical Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the Magisterial District of East London by all employers and employees in the Electrical Industry who are members of the Employers' Organisation and the Trade Union respectively.

(2) (a) Notwithstanding the provisions of subclause (1) the terms of the Agreement shall apply to apprentices and minors 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 conditions fixed thereunder.

(b) The terms of the Agreement shall apply to trainees in terms of the Training of Artisans Act, 1951, only in so far as they are not inconsistent with the provisions of that Act, or any conditions fixed thereunder.

(c) The terms of the Agreement shall not apply to clerical employees, or administrative staffs.

2. PERIOD OF OPERATION OF AGREEMENT.

The Agreement shall come into operation on such date as may be determined by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, as amended, and shall remain in operation for a period of 2 years, or for such period as the Minister may determine.

3. DEFINITIONS.

Any term or expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meaning as in that Act, and any reference to any Act, shall include any amendment thereof; 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 in terms of the Apprenticeship Act, 1944;

"artisan" means an employee who has completed his training in terms of the Apprenticeship Act, 1944, as amended, or the Training of Artisans Act, 1951, as amended or an employee who is over the age of 21 years and is in possession of a certificate recognised or issued by the Council enabling him to be employed as an artisan;

"call out work" means work of an essential nature, performed when called out to do so, at any time other than during the normal hours of work as laid down in clause 9 of this Agreement;

"casual labourer" means a labourer who is employed by the same employer on not more than 3 days in any week;

"constant supervision" means remaining within such a distance of the work to be supervised, that the main aspects of such work can be observed;

"Council" means the Industrial Council for the Electrical Industry, East London, registered in terms of section 19 of the Act;

"country job" means a job outside a radius of 8 miles from the principal post office at East London;

"bestuurder van 'n meganiese voertuig" 'n werknemer wat 'n meganiese voertuig bestuur, en vir die doel van hierdie omskrywing omvat die uitdrukking "n meganiese voertuig bestuur" ook alle tydperke wat daar bestuur word en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig of die laaiwerk en alle tydperke waarin hy verplig is om op sy pos gereed te bly om te bestuur;

"Elektrotegniese Nywerheid" of "Nywerheid" die Nywerheid waarin die werkgewer en die werknemer met mekaar geassosieer is met die doel om—

(a) elektriese uitrusting, met inbegrip van generators, motore, konvertors, skakel- en kontroleuitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting in verband daarmee), elektriese verligting, verwarming, kookwerk, koelwerk en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en aanverwante elektriese apparaat, seinuitrusting en ander uitrusting waarin die beginsels aangewend word wat by die bediening van radio- of elektroniese uitrusting gebruik word, te installeer en/of te herstel en ook om alle werksaamhede te verrig wat daarmee in verband staan, maar nie ook om die volgende te doen nie:—

(i) Die vervaardiging van die uitrusting hierbo bedoel of die installering en/of herstel van primêre en sekondêre selle en batterye, waar dié deur 'n batteryfabrikant geïnstalleer of herstel word;

(ii) die bedrading van, of die installering in motorvoertuie, van verligtings-, verwarmings- of ander uitrusting of toebehorens; hetsy vas of nie;

(iii) die installering, herstel en/of diensing van tikmasjiene en/of ander meganiese kantoortoestelle, waarby die gebruik van elektriese krag en die toepassing van die beginsels wat aangewend word by die bediening van radio- en elektroniese uitrusting, betrokke is;

(b) die bedrading of die installering, in geboue of bouwerke, van elektriese verligting, elektriese verwarming of ander vaste toebehorens te onderneem en/of om artikels te maak wat in verband met bogenoemde werksaamhede gebruik word, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, maar uitgesonderd—

die herstel en/of onderhoud en/of installering van hysers en roltrappe in geboue of bouwerke;

"noodsaaklike werk", sonder om die gewone betekenis van die uitdrukking te beperk, alle werk wat nie binne die gewone werkure soos in klousule 9 voorgeskryf, gedoen kan word nie, en wat nodig is om die gesondheid en veiligheid van die publiek, of die voortsetting van 'n ander nywerheid, saak of onderneming te verseker of werk wat as gevolg van oorsake soos 'n brand, storm, oorstroming, ongeluk of geweld daad, sonder versuim gedoen moet word;

"arbeider" 'n werknemer wat uitsluitlik enigeen van of al die volgende werksaamhede verrig:—

(a) Materiaal op- of aflaai;

(b) gleuwe vir geleidingskanale in mure en betonvloere maak, kap of saag, gate in beton- en baksteenwerk boor;

(c) pype na merke sny en skroefdraad daarin sny en pype ruim;

(d) onder die toesig van 'n ambagsman draad volgens vooraf bepaalde lengtes knip sonder om draadstoppers te gebruik; skermis op houters plaas; meetwerk met 'n patroon doen maar nie met 'n meetstok nie;

(e) slote grawe, met of sonder meganiese toestelle;

(f) oortollige installasies en uitrusting daaraan verbonde, waarvan die toevoerkabels verwyder is, uitmekaarhaal;

(g) gate grawe en pale inplant;

(h) ambagsmanne bystaan, waar nodig, sonder om werk te verrig soos in hierdie woordomschrywing uiteengesit;

"toesluitplek" 'n skuur, kamer, werkwinkel, fabriek of dergelyke plek wat uit vier mure en 'n dak bestaan, gemaak is van beton, bakstene, hout, sink of enige kombinasie daarvan, 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;

"minderjarige" 'n werknemer wat werksaam is gedurende die proeftydperk wat van tyd tot tyd kragtens die Wet op Vakleerlinge, 1944, soos gewysig, toegelaat word;

"oortyd" alle tyd wat daar langer en buite die gewone werkure, voorgeskryf in klousule 9 van hierdie Ooreenkoms, gewerk word;

"stukwerk" enige werksstelsel waarvolgens 'n werknemer se verdienste gedeeltelik of uitsluitlik gebaseer word op die hoeveelheid of die omvang van die werk wat verrig is;

"driver of a mechanical vehicle" means an employee who is engaged in driving a mechanical vehicle and for the purpose of this definition the expression "driving a mechanical vehicle" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the loading and all periods during which he is obliged to remain at his post in readiness to drive;

"Electrical Industry" or "Industry" means the Industry in which employer and employee are associated for the purpose of—

(a) the installation and/or repair of electrical equipment including generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment, and other equipment utilising the principles used in the operation of radio or electronic equipment and including all operations incidental thereto, but not including—

(i) the manufacture of the equipment referred to or the installation and/or repair of primary and secondary cells and batteries where these are installed or repaired by a manufacturer of batteries;

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

(iii) the installation, repair and/or servicing of typewriting machines and/or other mechanical office appliances where the use of electrical power and the application of the principles used in the operation of radio and electronic equipment are involved;

(b) the wiring of or installation in buildings or structures of electrical lighting, electrical heating or other permanent fixtures and/or the making of articles for use incidental to the foregoing operations whether the work is performed, the material is prepared or the necessary articles are made on the site of the buildings or structures or elsewhere, but not including—

the repair and/or maintenance and/or installation of lifts and escalators in buildings or structures;

"essential work" without limiting the ordinary meaning of the terms, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 9; and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking, or any work which, owing to causes such as fire, storm, flood, accident or act of violence must be performed without delay;

"labourer" means an employee exclusively engaged in any or all of the following:—

(a) Loading or unloading materials;

(b) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;

(c) cutting to marks, threading and reamering of piping;

(d) under supervision of an artisan, cut wires to pre-determined lengths, but not to use wire strippers, but shades onto holders; measure with a templet but not with a rule;

(e) digging of trenches, with or without mechanical device;

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

(g) digging of holes and planting poles;

(h) assisting artisans wherever necessary, but not to perform work except as set out in this definition;

"lock up" means any shed, room, workshop, factory or similar place, constructed of 4 walls and roof, composed of concrete, brickwork, 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;

"minor" means an employee employed during the probationary period allowed under the Apprenticeship Act, 1944, as amended, from time to time;

"overtime" means all time worked in excess of and outside those ordinary hours of work as laid down in clause 9 of this Agreement;

"piece-work" means any system of work under which an employee's earnings are partly or wholly based on the quantity or output of work done;

"openbare vakansiedag" Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag en Nuwejaarsdag; met dien verstande dat, as enigeen van hierdie vakansiedae op 'n Sondag val, die daaropvolgende Maandag 'n openbare vakansiedag moet wees;

"geskikte slaapplek" 'n losieshuis, hotel, karavaan, of ander geskikte slaapplek wat deur die Raad goedgekeur is;

"onbelaste gewig" die gewig van 'n meganiese voertuig of sleepwa soos aangeteken op 'n lisensie of sertifikaat wat ten opsigte van sodanige voertuig of sleepwa uitgereik is deur 'n owerheid wat by wet bevoeg is om lisensies ten opsigte van sodanige voertuie en/of sleepwaens uit te reik;

"loon" daardie gedeelte van die besoldiging wat in geld aan 'n werknemer betaalbaar is ten opsigte van die gewone werkure soos voorgeskryf in klousule 9;

"skuiling teen die weer" 'n skuiling wat van waterdigte materiaal gemaak is en wel op so 'n manier dat dit die okkuperders onder alle omstandighede droog en gerieflik sal hou;

"werkende werkgewer" of "vennoot" 'n werkgewer of 'n vennoot in 'n vennootskap wat 'n werkgewer is en wat self werk verrig wat soortgelyk is aan dié wat deur werknemers in die Nywerheid verrig word;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag, Nuwejaarsdag of die daaropvolgende Maandag, wanneer enigeen van voornoemde openbare vakansiedae op 'n Sondag val.

4. BESOLDIGING.

(1) Die minimum gekonsolideerde loon wat 'n werkgewer moet betaal aan elke lid van ondergenoemde klasse werknemers wat in sy diens is, is dié hieronder gemeld; met dien verstande dat, vir die eerste drie maande ná die datum van publikasie van hierdie Ooreenkoms, die diensvoorwaardes van 'n werknemer nie verander mag word nie in voorwaardes wat minder gunstig is as dié wat hy op die datum van publikasie van hierdie Ooreenkoms geniet het:—

Klas Werknemer.

Per uur.
Sent.

(a) Los arbeider	17
(b) Arbeider	17
(c) Bestuurder van 'n meganiese voertuig waarvan die onbelaste gewig, tesame met die onbelaste gewig van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word—	
(i) 1,000 lb of minder is	22
(ii) 6,000 lb of minder maar meer as 1,000 lb is	31
(iii) meer as 6,000 lb is	38
(d) Ambagsmanne	90

(2) Die lone wat in subklousule (1) (d) hiervan voorgeskryf word, is onderworpe aan halfjaarlikse aanpassings op die eerste betaaldag ná publikasie van die *Staatskoerant* onderskeidelik in Julie en Januarie van elke jaar, wat die verandering in die indeks-syfer aantoon; terwyl die "indeksyfer" die gemiddelde verbruiksprysindeksyfer beteken vir Oos-Londen, met betrekking tot alle artikels, soos deur die Direkteur van Sensus en Statistiek in die *Staatskoerant* gepubliseer ten opsigte van elke gebied vergeleke met homself in Oktober 1958—

(i) die aanpassing geskied teen die skaal van 'n styging of daling van 1 sent per arbeidsuur vir elke kerf van 1.284 punte wat deur die verbruiksprysindeksyfers afgelê is, op die grondslag dat 119.856 punte gelyk is aan 90 sent;

(ii) by die toepassing van hierdie subklousule beteken 'n "kerf" elke voltooide stadium van 'n wisseling van 1.284 punte in die indeksyfer opwaarts of afwaarts vanaf 119.856, nl., opwaarts 121.140, 122.424, 123.708, ens., afwaarts 118.572, 117.288, 166.044, ens.

(3) *Lisensie- en spesialistoelae*.—Benewens die lone en ander toelae wat in hierdie Ooreenkoms voorgeskryf word, moet 'n werkgewer 'n toelae van 3c per uur gewerk, met inbegrip van oortydwerk en ure op 'n Saterdag, Sondag of openbare vakansiedag gewerk, betaal aan elke werknemer wat in sy diens is en wat—

(a) in besit is van 'n Elektrotegniese Draadwerkerslisensie ooreenkomstig die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939;

(b) uitsluitlik werksaam is as 'n—

(i) radiotrisiën;

(ii) huistoestelwerktuigkundige;

(iii) koelkaswerktuigkundige.

Die betaling van die lisensie- en spesialistoelae word uitgestel totdat die werknemer sy jaarlikse verlof neem en moet gelyktydig met die bedrag wat ooreenkomstig klousules 12 en 13 bepaal is, betaal word.

"public holiday" means Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day and New Year's Day, provided that if any of these holidays fall on a Sunday then the following Monday shall be observed as a public holiday;

"suitable sleeping accommodation" means a boarding house, hotel, caravan, or other suitable accommodation approved by the Council;

"unladen weight" means the weight of any mechanical vehicle or trailer as recorded in a licence or certificate issued in respect of such vehicle or trailer by any authority empowered by law to issue licences in respect of such vehicles and/or trailers;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 9;

"wet weather shelter" means a shelter constructed of weather-proof materials in such a manner that the occupants will be kept dry and comfortable under any circumstances;

"working employer" or "partner" means an employer or any partner in a partnership who is an employer and who himself performs work similar to that carried out by employees in the Industry;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day, New Year's Day or the following Monday whenever any of the aforesaid public holidays falls on a Sunday.

4. REMUNERATION.

(1) The minimum consolidated wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder, provided that for the first 3 months after the date of publication of this Agreement, the conditions of employment of any employee, shall not be altered to conditions which are less favourable than those which he was enjoying as at date of publication of this Agreement:—

Class of Employee.

Per Hour.
Cents.

(a) Casual labourer	17
(b) Labourer	17
(c) Driver of 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—	
(i) up to and including 1,000 lb	22
(ii) over 1,000 lb up to and including 6,000 lb	31
(iii) over 6,000 lb	38
(d) Artisans	90

(2) The wages prescribed in subclause (1) (d) hereof shall be subject to half-yearly adjustments on the first pay day after publication of the *Government Gazette* in July and January respectively each year, reflecting the change in the index figure: The "index figure" means the average consumer price index figure for East London, 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:—

(i) The adjustment shall be at the rate of 1 cent per hour increase or decrease for each notch 1.284 points traversed by the consumer price index figures on the basis that 119.856 points equals 90 cents;

(ii) for the purpose of this subclause a "notch" means each completed stage of 1.284 points variation in the index figure upwards or downwards from 119.856, viz., upwards 121.140, 122.424, 123.708, etc., downwards 118.572, 117.288, 116.004, etc.

(3) *Licence and specialist allowance*.—In addition to wages and other allowances prescribed in this Agreement an allowance of 3 cents per hour worked, including overtime, and hours of work on a Saturday, Sunday or Public Holidays shall be paid by an employer to each employee employed by him—

(a) who is the holder of an Electrical Wiremen's Licence in terms of the Electrical Wiremen and Contractors Act, 1939;

(b) who is exclusively employed as—

(i) radiotrician;

(ii) domestic appliances mechanic;

(iii) refrigerator mechanic.

Payment of the licence and specialist allowance shall be deferred until the employee proceeds on annual leave and shall be paid simultaneously with the amount determined under clauses 12 and 13.

(4) Minderjarige moet gedurende die proeftydperk wat by die Wet op Vakleerlinge toegelaat word, minstens die loon van 'n vakleerling in sy eerste jaar betaal word.

(5) *Lewenskostoelae*.—Die lone voorgeskryf in subklousule (1) sluit lewenskostoelae in wat in Oorlogsmaatreël No. 43 van 1942, soos gewysig, voorgeskryf word.

Indien die lewenskostoelae ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of ingevolge wetgewing waardeur dit vervang word of wat in die plek daarvan gestel word, verhoog word, moet die besoldiging hierin voorgeskryf, dienoreenkomstig verhoog word.

5. BETALING VAN BESOLDIGING.

(1) Behalwe waar daar anders in hierdie Ooreenkoms bepaal word, moet lone, oortydverdienste en alle ander besoldiging wat verskuldig is, weekliks in kontant betaal word en wel nie later nie as 4.30 nm. op Vrydag of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind. Wanneer 'n Vrydag 'n vakansiedag met besoldiging vir die Elektrotegniese Nywerheid is, geskied betaling op die vorige Donderdag.

(2) Die bedrag wat aan 'n werknemer verskuldig is, moet ingesluit word in 'n toegeplakte koevert of houer waarop onderstaande besonderhede gemeld word of wat vergesel gaan van 'n staat wat hierdie besonderhede meld—

- (a) die werkgever se naam;
- (b) die werknemer se naam, sy betaalstaatsnommer, as daar so 'n nommer is, en sy beroep;
- (c) die getal gewone ure gewerk;
- (d) die getal ure oortyd gewerk;
- (e) die werknemer se loon;
- (f) die bedrag betaal vir werk op 'n Sondag verrig;
- (g) die besonderhede van alle bedrae wat afgetrek is;
- (h) die besonderhede van alle ander toelae;
- (i) die werklike bedrag wat aan die werknemer betaal word;
- (j) die tydperk ten opsigte waarvan die bedrag betaal word.

(3) Behalwe waar daar anders in hierdie Ooreenkoms bepaal word, mag geen bedrag hoegenaamd, uitgesonderd dié hieronder genoem, afgetrek word nie van die bedrae wat ten opsigte van loon, oortydverdienste en/of enige ander vorm van besoldiging aan 'n werknemer verskuldig is—

- (a) met die skriftelike toestemming van die werknemer, bedrae vir siektebystands-, versekerings- en pensioenfondse;
- (b) met die skriftelike toestemming van die werknemer, ledegelde vir die Vakvereniging;
- (c) enige bedrag wat 'n werknemer kragtens of ingevolge 'n wetteregtelike bepaling of 'n bevel van 'n bevoegde hof mag of moet aftrek.

6. STAPTYD EN VERVOER.

(1) Wanneer 'n werk binne 'n gebied waarop hierdie Ooreenkoms betrekking het, maar nie binne 'n straal van drie myl nie dog wel binne 'n straal van agt myl vanaf die Hoofposkantoor van Oos-Londen is, moet die werkgever aan 'n werknemer wat aan so 'n werk-besig is, 'n toelae van 9c betaal vir elke myl of gedeelte van 'n myl van die afstand wat verder as sodanige 3 myl strek. Dié toelae is daaglik ten opsigte van albei rigtings betaalbaar.

(2) 'n Werkgever is daarop geregtig om geskikte vervoer in albei rigtings te verskaf in plaas daarvan dat hy, bogenoemde vervoertoelae ten opsigte van genoemde afstand betaal, soos in subklousule (1) van hierdie klousule voorgeskryf.

(3) Geen tyd wat 'n werknemer daaraan bestee om na sy werk te gaan of daarvandaan terug te keer, word geag deel van die gewone werkure of oortydwerkure uit te maak nie.

(4) 'n Werkgever moet 'n werknemer wat geregtig is op staptyd- en/of vervoertoelae, sodanige toelae weekliks saam met sy gewone weekloon betaal.

(5) Vir die toepassing van hierdie klousule beteken "geskikte vervoer", vervoer wat voorsien is van 'n waterdigte bedekking en sitplekke van geskaafde hout.

7. TOELAE VIR PLATTELANDSE EN AFGELEE WERK.

(1) 'n Werkgever wat 'n werknemer na 'n plattelandse werk stuur, moet sodanige werknemer voorsien van vervoer na en van die werkplek; met dien verstande dat die werkgever onderstaande bedrae in plaas van sodanige vervoer mag betaal—

- (a) waar daar redelikerwys van 'n werknemer gesê kan word dat hy daartoe in staat is om elke dag na sy tuiste terug te keer en wel aldus terugkeer, die spoorwegreisgeld vir 'n daaglikse tweedeklasreitoerkartjie. Daar word slegs vir die tyd werklik aan die werk bestee, betaal;

(4) Minors, during the probationary period allowed by the Apprenticeship Act, shall be paid not less than first year apprenticeship rate of wages.

(5) *Cost of living allowance*.—The wages prescribed in subclause (1) includes cost-of-living allowances as prescribed in War Measure No. 43 of 1942, as amended.

If the cost-of-living allowance in terms of War Measure No. 43 of 1942, as amended, or any substituting or superseding legislation, is increased, the remuneration prescribed herein shall be increased accordingly.

5. PAYMENT OF REMUNERATION.

(1) Except where otherwise provided in this Agreement, earnings for overtime, and all other remuneration due shall be paid in cash weekly not later than 4.30 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee. When a Friday is a paid holiday in the Electrical Industry, payments shall be made on the Thursday preceding.

(2) Any amount due to an employee shall be contained in a closed envelope or container, on which shall be reflected, or which shall be accompanied by a statement showing—

- (a) the employer's name;
- (b) the employee's name, his paysheet number, if any, and his occupation;
- (c) the number of ordinary hours worked;
- (d) the number of overtime hours worked;
- (e) the employee's wage;
- (f) the amount paid in respect of work done on a Sunday;
- (g) the details of any deductions made;
- (h) the details of any other allowances;
- (i) the actual amount paid to the employee;
- (j) the period in respect of which payment is made.

(3) Except where otherwise provided in this Agreement no deduction 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—

- (a) with the written consent of the employee, deductions for sick benefit, insurance and pension funds;
- (b) with the written consent of the employee, deductions for subscriptions to the Trade Union;
- (c) any amount which an employer is, by any statutory law, or order of any competent court, required or permitted to make.

6. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of 3 miles, but within a radius of 8 miles from the principal post office of East London, the said employer shall pay to any employee who is working on such a job an allowance of 9c for every mile or portion of a mile of the distance beyond such 3 miles 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 described in subclause (1) of this clause.

(3) Any time occupied by an employee in proceeding to or from work shall not be deemed to be part of the ordinary hours of work or overtime.

(4) An employer shall pay any employee, entitled to walking time and/or transport allowance weekly, together with his ordinary weekly remuneration.

(5) For the purpose of this clause "suitable transport" shall mean transport provided with water-proof covering and planed wooden seating.

7. COUNTRY JOB AND WORKING AWAY ALLOWANCE.

(1) Transport to and from the place of work shall be provided by an employer to an employee sent by him to a country job, provided that the employer may make the following payments in lieu thereof—

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

(b) waar daar redelikerwyse van 'n werknemer gesê kan word dat hy nie daagliks na sy tuiste kan terugkeer nie, die spoorwegreisgeld vir 'n tweedeklasreterkaartjie na en van die werkplek aan die begin en einde van sodanige werk, onderskeidelik, en ook een maal per maand as die werknemer vir een maand of langer van sy tuiste afwesig is; vir tyd wat gedurende die gewone werkure aan 'n reis bestee word, moet daar betaal word teen die uurloon van die betrokke werknemer, en vir tyd wat bestee word aan 'n reis buite die gewone werkure, moet daar teen die helfte van sodanige loon betaal word;

(c) waar daar redelikerwyse van 'n werknemer gesê kan word dat hy daartoe in staat is om oor die naweek na sy tuiste te gaan en teen die gewone begintyd op Maandag (of Dinsdag in die geval van Paasmaandag of as Nuwejaarsdag, Kersdag of Gelofte dag op 'n Sondag of 'n Maandag val) terug te keer, is hy op die spoorwegreisgeld vir 'n tweedeklasreterkaartjie gedurende naweke geregtig, maar geen bedrag in plaas van sodanige reisgeld word betaal nie as die reis nie onderneem word nie. 'n Werknemer is nie op besoldiging ten opsigte van tyd wat gedurende sodanige naweke aan reise bestee word, geregtig nie.

(2) Die werkgever moet geskikte eet- en slaapplek naby die werkplek verskaf.

(3) In die geval van 'n werknemer wat werk onderneem in 'n dorp wat nie die dorp is waarin hy voor die begin van die werk sy besigheidsplek gehad het nie, word dié dorp in verband met enige werknemer wat in dié dorp in diens geneem is, vir die duur van die werk geag die dorp te wees waarin die werkgever sy besigheidsplek gehad het voordat hy met die werk begin het.

8. DIENSBEEÏNDIGING.

(1) 'n Werknemer wat sy diens by sy werkgever wil beëindig en 'n werkgever wat die diens van 'n werknemer wil beëindig, moet minstens een werkdag vooraf aan die werkgever of die werknemer, na gelang van die geval, kennis van sodanige diensbeëindiging gee.

(2) 'n Werkgever of sy werknemer is daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur, in plaas van die kennisgewing, soos bedoel in subklousule (1) van hierdie klousule, een dag se loon te betaal of te verbeur, na gelang van die geval.

(3) Indien die betrokke werknemer vir minder as twaalf uur by dieselfde werkgever gewerk het, word geen kennisgewing van diensbeëindiging vereis nie.

(4) Die kennisgewingstermyn wat by hierdie klousule voorgeskryf word, mag nie met enige tydperk van jaarlikse verlof soos voorgeskryf by klousule 11 of met enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, saamval nie.

9. WERKURE EN WERKDAE.

(1) Behoudens die bepalings van klousule 10, mag geen werkgever van 'n werknemer vereis en mag 'n werknemer nie—

(a) langer as 42 uur in 'n bepaalde week werk nie;

(b) langer as 8½ uur op 'n bepaalde dag van Maandag tot en met Donderdag, en 8 uur op Vrydag werk nie;

(c) op Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Gelofte dag, Kersdag, Nuwejaarsdag en Hemelvaartsdag werk nie;

(d) langer as 5 uur sonder 'n pouse van minstens 1 uur werk nie.

(2) Alle werkende werkgevers en vennote moet die bepalings van subklousule (1) nakom.

(3) Geen werknemer mag, terwyl hy in diens van 'n werkgever is, buite die gewone werkure of werkdae soos in subklousule (1) voorgeskryf, werk in die Elektrotegniese Nywerheid vra, onderneem of verrig nie, hetsy teen besoldiging of nie, behalwe dat sodanige werknemer slegs werk vir homself mag verrig.

10. OORTYDWERK.

(1) 'n Werkgever mag nie van sy werknemer vereis of hom toelaat om oortyd te werk nie behalwe in die geval van noodsaaklike werk.

(2) 'n Werknemer, uitgesonderd werknemers vir wie lone in klousule 4 (1) (a), (b) en (c) voorgeskryf word, van wie daar vereis word om oortyd te werk, moet minstens die volgende betaal word—

(a) vir die eerste 1 uur oortyd op Maandag tot Vrydag, sy uurloon plus Lisensie- en Spesialistoelae bedoel in klousule 4 (3);

(b) vir oortyd wat langer as 1 uur op 'n werkdag en voor 12-uur middag op Saterdag gewerk word, 1½ maal sy uurloon;

(c) vir oortyd na 12-uur middag tot middernag op Saterdag gewerk, 1½ maal sy uurloon;

(d) vir oortyd op Sondag en openbare vakansiedae gewerk, 1½ maal sy uurloon.

(b) where an employee can reasonably be said to be unable to return to his home daily second class railway fare to and from the place of work at the beginning and termination of such work respectively and also once a month if the employee is absent from his home for 1 month or longer; time occupied in travelling during the ordinary hours of work shall be paid for at the hourly rate of wages of the employee concerned and the time occupied in travelling outside the ordinary hours of work at half such rate;

(c) where an employee can reasonably be said to be able to proceed to his home at the weekend and return by the ordinary starting time on Monday (or Tuesday, in the case of Easter Monday or if New Year's Day, Christmas Day or the Day of the Covenant falls on a Sunday or Monday) he shall be entitled to second class railway return fare at weekends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employee shall not be entitled to a remuneration in respect of time spent in travelling during such weekends.

(2) Suitable board and sleeping accommodation in proximity to the place of work shall be provided by the employer.

(3) In the case of an employer who undertakes work in a town not being the town in which he had his place of business prior to the commencement of the job, such town shall, for the duration of such work, be deemed to be the town in which the employer had his place of business prior to the commencement of the job in relation to any employee engaged in such town.

8. TERMINATION OF EMPLOYMENT.

(1) 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 1 working day's notice of such termination of employment to the employer or the employee as the case may be.

(2) An employer or his employee shall be entitled to terminate the contract of employment, without notice by paying or forfeiting 1 day's pay as the case may be in lieu of the notice referred to in subclause (1) of this clause.

(3) No notice of termination of employment shall be required if the employee concerned has worked for less than 12 hours with the same employer.

(4) The period of notice prescribed by this clause shall not run concurrently with any period of annual leave prescribed by clause 11 nor during any period of military training in terms of the Defence Act, 1957.

9. HOURS AND DAYS OF WORK.

(1) Subject to the provisions of clause 10 no employer shall require an employee to work, and an employee shall not work—

(a) for more than 42 hours in any one week;

(b) for more than 8½ hours in any day from Monday to Thursday inclusive, and 8 hours on Friday;

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

(d) for longer than 5 hours without a break of at least 1 hour.

(2) All working employers and partners shall observe the provisions of subclause (1).

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

10. OVERTIME.

(1) An employer shall not require nor allow his employee to work overtime, except in the cases of essential work.

(2) An employee, other than those for whom wages are prescribed in clause 4 (1) (a), (b) and (c), who are required to work overtime, shall be paid not less than—

(a) for the first 1 hour overtime Monday to Fridays, his hourly wage rate plus licence and specialist allowance, referred to in clause 4 (3);

(b) for overtime worked in excess of 1 hour on any working day prior to 12 noon on Saturdays, 1½ times his hourly wage;

(c) for overtime worked after 12 noon until midnight on Saturdays 1½ his hourly wage;

(d) for overtime worked on Sundays and public holidays 1½ his hourly wage.

(3) Tensy die Raad magtigting daartoe verleen het, mag daar nie meer as tien uur in 'n bepaalde week, met inbegrip van Sondag, oortyd gewerk word nie.

(4) Wanneer daar van 'n werknemer vir wie lone in klousule 4 (1) voorgeskryf word, vereis word om terugroepwerk vir minder as een uur te verrig, moet sodanige werknemer nogtans vir 'n minimum van 1 uur teen die besoldiging voorgeskryf in subklousule (2) en (6) van dié klousule, betaal word.

(5) Wanneer van 'n werknemer, vir wie 'n loon in klousule 4 (1) voorgeskryf is, vereis word om op 'n Sondag minder as 2 uur lank op "noodsaaklike werk" oortyd te werk, moet hy nietemin vir 'n minimum van 2 uur teen $1\frac{1}{2}$ maal sy uurloon betaal word.

(6) Behoudens die bepalings van subklousule (1) van hierdie klousule, moet 'n werkgewer sy werknemer vir wie 'n loon in klousule 4 (1) (a), (b) en (c) voorgeskryf word en wat oortyd werk, minstens die volgende betaal:—

(a) Vir die eerste 1 uur oortyd gewerk op enige werkdag van Maandag tot Vrydag, $1\frac{1}{15}$ maal sy uurloon;

(b) vir oortyd wat langer as 1 uur op 'n werkdag en voor 12-uur middag op Saterdag gewerk word, $1\frac{1}{2}$ maal sy uurloon;

(c) vir oortyd gewerk na 12-uur middag tot middernag op Saterdag, $1\frac{1}{2}$ maal sy uurloon;

(d) vir oortyd gewerk op Sondag en openbare vakansiedae, $1\frac{1}{2}$ maal sy uurloon;

ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk.

11. JAARLIKSE VERLOF.

(1) 'n Werkgewer moet aan elke werknemer ten opsigte van elke voltooide jaar diens by hom drie agtereenvolgende weke verlof verleen met volle besoldiging teen die besoldiging wat dié werknemer ontvang het onmiddellik voordat hy met verlof gegaan het. Daarbenewens moet die werknemer die volle bedrag betaal word wat in sy krediet opgeloopt het ooreenkomstig die bepalings van klousule 4 (3).

(2) Die verlof bedoel in subklousule (1), moet verleen word op 'n tyd wat die werkgewer moet bepaal; met dien verstande dat—

(a) indien die verlof nie vroeër verleen is nie, dit verleen moet word binne 2 maande na die voltooiing van die jaar diens waarop dit betrekking het;

(b) die verloftydperk nie mag saamval nie met enige tydperk waarin daar van die werknemer vereis word om militêre opleiding ooreenkomstig die Verdedigingswet, 1957, te ondergaan;

(c) as Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Gelofte-dag, Kersdag of Hemelvaartsdag binne die tydperk van die verlof val, nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging.

(3) (a) 'n Werknemer wat, wanneer hy weer kragtens subklousule (1) van hierdie klousule op verlof met besoldiging geregtig word, minstens 10 jaar diens by dieselfde werkgewer voltooi het, is elke jaar op 'n ekstra week verlof met besoldiging, wat verleen moet word wanneer dit die werkgewer pas, geregtig solank hy by dieselfde werkgewer in diens is; met dien verstande dat, waar die werkgewer en die werknemer onderling daartoe ooreenkom—

(i) die verlof met besoldiging soos in subklousule (1) van hierdie klousule bedoel, met 1 ekstra week verleng mag word; of

(ii) die ekstra week verlof uitgestel mag word vanaf die jaar waarin die werknemer daarop geregtig word en wat die werknemer laat ooploop mag, totdat hy op drie sodanige ekstra weke verlof met besoldiging geregtig is.

(b) Wanneer die werkgewer en werknemer tot die ooreenkoms geraak soos in paragraaf (a) (ii) bepaal en die werknemer vir 3 sodanige ekstra weke verlof met besoldiging (hieronder die "opgeloopte verlof" genoem) geregtig word, moet die werkgewer die opgeloopte verlof verleen en moet die werknemer dit neem wanneer die werknemer die verlof met besoldiging neem soos in subklousule (1) van hierdie klousule bepaal, tensy die werkgewer en die werknemer daartoe ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgewer in elke geval die werknemer in staat moet stel om die opgeloopte verlof te neem gedurende die tydperk voor die datum waarop hy vir die eersvolgende verlof met besoldiging geregtig word, en indien die werknemer versuim om die verlof binne sodanige tydperk te neem, vervel sy reg daarop.

(c) 'n Werknemer wie se dienskontrak gedurende enige tydperk ten opsigte waarvan die addisionele verlof opgeloopt het, eindig voordat die tydperk van verlof soos in hierdie klousule voorgeskryf, verleen of geneem is, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig

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

(4) Whenever an employee for whom wages are prescribed in subclause 4 (1) is required to perform call out work for less than 1 hour, such employee shall nevertheless be paid for a minimum of 1 hour at the rate prescribed in subclause (2) and (6) of this clause.

(5) If an employee for whom wages are prescribed in subclause 4 (1) is required to work overtime on a Sunday for less than 2 hours on "essential work", he shall nevertheless be paid for a minimum of 2 hours, at $1\frac{1}{2}$ his hourly wage.

(6) Subject to the provisions of subclause (1) of this clause, an employer shall pay his employee for whom wages are prescribed in clause 4 (1) (a), (b) and (c) and who works overtime at the rate of not less than:—

(a) For the first 1 hour overtime worked on any working day from Monday to Friday, $1\frac{1}{15}$ times his hourly wage;

(b) for overtime worked in excess of 1 hour on any working day and prior to 12 noon on Saturdays, $1\frac{1}{2}$ times his hourly wage;

(c) for overtime worked after 12 noon until midnight on Saturdays, $1\frac{1}{2}$ times his hourly wage;

(d) for overtime worked on Sundays and public holidays $1\frac{1}{2}$ times his hourly wage;

in respect of each hour or part of an hour so worked.

11. ANNUAL LEAVE.

(1) An employer shall grant to each employee in respect of each completed year of employment with him 3 consecutive weeks' leave on full pay at the rate of remuneration he was receiving immediately prior to proceeding on leave. In addition the employee shall be paid the full amount which accrued to his credit in terms of clause 4 (3).

(2) The leave referred to in subclause (1) shall be granted at a time to be fixed by the employer; provided that—

(a) if such leave has not been granted earlier, it shall be granted within 2 months of the completion of the year of employment to which it relates;

(b) the period of leave shall not be concurrent with any period during which the employee is required to undergo military training, in pursuance of the Defence Act, 1957;

(c) if New Year's Day, Good Friday, Easter Monday, Day of the Covenant, Christmas Day or Ascension Day falls within the period of such leave, another day shall, in substitution of each such day be added to the said period as a further period of leave on full pay.

(3) (a) An employee who, when he next qualifies for a paid holiday in terms of subclause (1) of this clause, has completed not less than 10 years' service with the same employer shall be entitled each year at the employers' convenience whilst employed by the same employer to an extra week's paid holiday, provided that by mutual arrangement between the employer and employee—

(i) the paid holiday referred to in subclause (1) of this clause may be extended by an extra week; or

(ii) the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for 3 such extra week's paid holiday.

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

(c) An employee whose contract of employment terminates during any period in respect of which the additional leave has accrued, before the period of leave prescribed in this clause has been granted or taken, shall upon such termination, and in addition to any other remuneration which may be due to him, be

mag wees, 1 week se besoldiging betaal word ten opsigte van elke voltooide week opgeloopte verlof, gebaseer op voltooide jare diens wat meer is as die minimum van 10 jaar soos in subklousule 3 (a) voorgeskryf.

Vir die toepassing van hierdie klousule, omvat "diens" ook enige tydperk van vakleerlingskap wat ingevolge 'n kontrak by dieselfde werkgever uitgedien is.

12. BETALING TEN OPSIGTE VAN JAARLIKSE VERLOF EN SEKERE OPENBARE VAKANSIEDAE.

(1) Die besoldiging ten opsigte van die jaarlikse verlof soos in klousule 11 bedoel, moet betaal word voor of op die laaste werkdag voor die begindatum van die verlof of by diensbeëindiging as die verlof nie voor die datum van die beëindiging reeds geneem is nie.

(2) 'n Werkgever moet aan 'n werknemer wat nie op verlof soos in klousule 11 voorgeskryf, geregtig geword het nie, by diensbeëindiging ten opsigte van elke voltooide maand diens by die werkgever dié loon en toelae vir 1½ dag betaal wat hy onmiddellik voor die diensbeëindiging ontvang het.

Die werkgever moet die werknemer ook die volle bedrag betaal wat tot en met die datum van diensbeëindiging kragtens klousule 4 (3) in die krediet van die werknemer opgeloopt het.

(3) As 'n werknemer nie op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag of Hemelvaartdag werk nie, moet sy werkgever hom ten opsigte van dié dae minstens sy volle loon betaal asof hy op die dag sy gemiddelde gewone werkwere gewerk het; met dien verstande dat, as 'n werknemer, op Goeie Vrydag, Paasmaandag, Geloftedag, Kersdag, Nuwejaarsdag of Hemelvaartsdag werk, sy werkgever hom teen 1½ maal sy uurloon moet betaal ten opsigte van die totale tydperk op sodanige dag gewerk.

(4) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om sy ambag voort te sit, moet die bedrag wat ten opsigte van verlofbesoldiging verskuldig is, en die toelae soos in klousule 4 (3) bedoel, deur tussenkoms van die Raad aan sy boedel of aan hom, na gelang van die geval, betaal word.

13. SPESIALE BONUS.

(1) Hierdie klousule is slegs van toepassing op 'n werknemer vir wie 'n loon in klousule 4 (1) (d) voorgeskryf word.

(2) Wanneer 'n werknemer kragtens klousule 11 van hierdie Ooreenkoms met jaarlikse verlof gaan, betaal 'n werkgever sy werknemer, benewens alle ander besoldiging, 'n bonus van R52 per jaar, bestaande uit R1 vir elke voltooide week diens. Dié bonus word deur die Raad in trust gehou totdat die werknemer met verlof gaan.

(3) Die bedrag bedoel in subklousule (2) van dié klousule moet terselfdertyd as die bedrag vastgestel by klousule 26 van die Ooreenkoms, maar op sy laatste op die 7de van elke maand, aan die Sekretaris van die Raad betaal word.

(4) Wanneer hy die bonus aan die Raad stuur, moet elke werkgever die naam van die werknemer namens wie die bedrae gemaak word in die week waarop sodanige bydrae betrekking het, aangee op die gedrukte vorms wat die Raad verskaf.

(5) 'n Werknemer is nie op die bonus geregtig nie, tensy hy 52 weke diens in die Elektrotegniese Nywerheid voltooi het.

(6) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om sy werk voort te sit, is die bedrag wat ten opsigte van bonusbesoldiging verskuldig is, deur die Raad aan sy boedel of aan homself betaalbaar, na gelang van die geval.

(7) Die werknemer moet, 2 weke voordat sy verlof moet begin, by die Raad om die bonus aansoek doen.

(8) (a) 'n Werknemer wat die Elektrotegniese Nywerheid verlaat voordat die Spesiale Bonus kragtens subklousule (5) en behoudens subklousule (6) van hierdie klousule betaalbaar word, moet by die verstryking van 52 weke die bonus betaal word wat in die boeke van die Raad in sy krediet staan, met dien verstande dat die onopgeëide bonus verskuldig aan 'n werknemer ná die verloop van 2 jaar nadat hy die Nywerheid verlaat het, die Algemene Fonds van die Raad toeval, met dien verstande dat die Raad alle eise wat ná die verstryking van genoemde tydperk deur sodanige werknemer gemaak mag word, moet oorweeg en na sy goeddunke, 'n *ex gratia*-betaling uit die fondse van die Raad aan sodanige werknemer kan maak.

(b) Vir die doeleindes van, begin hierdie klousule "diens" vanaf die datum van publikasie van hierdie Ooreenkoms.

14. SIEKTEVERLOF.

(1) Aan 'n werknemer wat afwesig is van werk weens siekte of besering wat nie deur sy eie wangedrag of nalatigheid veroorsaak is en nie ingevolge die Ongevallewet van 1941 vergoedbaar is nie, moet 'n werkgever 'n totaal van 10 werkdag siekteverlof toestaan gedurende 'n tydperk van 12 agtereenvolgende

paid in respect of each completed accrued week's leave based on completed years of service in addition to the 10 years' minimum, prescribed in subclause 3 (a), 1 week's remuneration.

For the purpose of this clause, "employment" shall include any period of apprenticeship served under contract with the same employer.

12. PAYMENT IN RESPECT OF ANNUAL LEAVE AND CERTAIN PUBLIC HOLIDAYS.

(1) The remuneration in respect of annual leave referred to in clause 11 shall be paid not later than the last work day before the date of the commencement of such leave or upon termination of employment, if such leave has not already been granted before the date of such termination.

(2) An employee, who has not qualified for leave as prescribed his employer for 1½ days in respect of each completed month of employment with such employer at the rate of wages and allowance he was receiving immediately prior to termination of such service.

The employer shall also pay the employee the full amount accrued to the credit of the employee in terms of clause 4 (3) up to the date of termination of employment.

(3) If an employee does not work on Good Friday, Easter Monday, Day of the Covenant, Christmas Day, New Year's Day or Ascension Day his employer shall pay him in respect of such days not less than his full pay as if he had on such day worked his average ordinary working hours; provided that if an employee works on Good Friday, Easter Monday, Day of the Covenant, Christmas Day, New Year's Day or Ascension Day, his employer shall pay him at the rate of 1½ times his hourly wage of remuneration in respect of the total period worked on such day.

(4) When an employee dies, or is in the course of his work incapacitated from continuing at his trade, the amount which is due in respect of holiday pay and the allowance referred to in clause 4 (3) shall be payable to his estate or himself, as the case may be, through the Council.

13. SPECIAL BONUS.

(1) This clause shall only apply to an employee for whom wages are prescribed in clause 4 (1) (d).

(2) Whenever an employee proceeds on annual leave in terms of clause 11 of this Agreement and in addition to any other remuneration an employer shall pay his employee a bonus of R52 per annum, made up of R1 for every completed week of employment. This bonus shall be held in trust by the Council until the employee proceeds on leave.

(3) The amount referred to in subclause (2) of this clause shall be paid to the Secretary of the Council, at the same time as the amount determined under clause 26 of this Agreement, but not later than the 7th of each month.

(4) Each employer shall when forwarding the bonus to the Council on printed forms supplied by the Council, state the name of the employee for which the contribution is made and in respect of which week such contribution refers.

(5) An employee shall not be entitled to the bonus unless he has completed 52 weeks' employment in the Electrical Industry.

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

(7) Application to the Council for the bonus shall be made by the employee 2 weeks' before his leave is due to begin.

(8) (a) An employee who leaves the Electrical Industry before the special bonus becomes payable in terms of subclause (5) and subject to subclause (6) of this clause on the expiry of 52 weeks in the books of the Council provided that after the expiration of 2 years of leaving the Industry the unclaimed bonus due to an employee shall accrue to the General Funds of the Council, provided, however, that the Council shall consider any claim that may be made by such employee after the expiration of the said period, and may in its discretion make *ex gratia* payment from the funds of the Council to such employee.

(b) For the purpose of this clause "employment" shall commence from date of publication of this Agreement.

14. SICK LEAVE.

(1) An employee who is absent from work through sickness or injury not caused by his own misconduct or neglect and not compensable under the Workmen's Compensation Act 1941, shall be granted by his employer not less than 10 working days sick leave in the aggregate during any period of 12 consecutive

maande diens by hom en dié werknemer ten opsigte van die tydperk van afwesigheid 'n bedrag betaal van minstens die besoldiging wat hy sou ontvang het indien hy gedurende daardie tydperk sou gewerk het; met dien verstande dat—

(i) 'n werknemer in die eerste 12 agtereenvolgende maande diens nie op siekteverlof met volle besoldiging geregtig is teen 'n skaal van meer as een werkdag ten opsigte van elke voltooide tydperk van 5 weke diens nie;

(ii) 'n werkgever, as 'n voorvereiste vir die betaling deur hom van 'n bedrag wat kragtens hierdie klousule deur 'n werknemer geëis word, ten opsigte van 'n afwesigheid van werk vir 'n tydperk wat langer as 2 agtereenvolgende dae duur, van die werknemer kan vereis om 'n sertifikaat, onderteken deur 'n geregistreerde mediese praktisyn, voor te lê, wat die aard en duur van die werknemer se siekte aangee, en indien 'n werknemer gedurende 'n tydperk tot en met 8 weke lank by 2 of meer geleenthede besoldiging kragtens hierdie klousule ontvang het sonder om so 'n sertifikaat te toon, sy werkgever gedurende die tydperk van 8 weke wat onmiddellik op die laaste sodanige geleentheid volg, van hom kan vereis om so 'n sertifikaat ten opsigte van die afwesigheid van werk voor te lê.

15. BERE EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkgever moet op alle werkplekke en in skure en werkwinkels 'n geskikte plek verskaf waarin gereedskap toegesluit kan word. Die werkgever moet sodanige gereedskap teen verlies weens brand verseker.

(2) Die werkgever moet ook draadsnygereedskap soos stokke, snymoere, tappe van meer as ½ duim, pypklemme, vyle en ystersaaglemme, groot hamers, beitels vir uitkapwerk, pypbuiguitrusting, verkoelermate en katroltrekkers, traplere en steiers verskaf.

16. KONTRAKTE SLEGS VIR ARBEID.

Geen werkgever mag werk op 'n kontrakgrondslag van „slegs arbeid” uitbestede nie, en geen werknemer mag werk op sodanige grondslag verrig nie.

17. STUKWERK EN TAAKWERK.

Die uitbesteding, deur werkgevers, of die verrigting, deur werknemers, van werk op 'n stukwerk- of taakwerkgrondslag word verbied.

18. VERBOD OP INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR.

Geen werkgever mag 'n persoon onder die leeftyd van 15 jaar in diens neem nie.

19. SKUILING TEEN DIE WEER.

Werkgevers moet op alle terreine waar werk in die Elektrotegniese Nywerheid verrig word, 'n geskikte ruimte verskaf waar werknemers teen die weer kan skuil.

20. LATRINES.

Alle werkgevers moet by alle werke behoorlike sanitêre geriewe vir Blankes en nie-Blankes afsonderlik verskaf.

21. WERKENDE WERKGEWER OF VENNOOT.

'n Werkende werkgever en/of vennoot moet ten opsigte van die bedryf waarin hy werksaam is, die werkure in ag neem wat in hierdie Ooreenkoms voorgeskryf word.

22. EERSTEHULP.

Elke werkgever moet geskikte eerstehulpuitrusting soos voorgeskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, in 'n goeie toestand verskaf en in stand hou op alle persele waar werknemers in sy diens werksaam is.

23. TYD- EN LOONREGISTER.

Werkgevers moet die tyd- en loonregisters byhou wat by regulasie kragtens die Wet voorgeskryf word, en werknemers moet tydkaarte byhou soos deur die werkgever vereis word.

24. INDIENSNEMING VAN WERKNEMERS.

(1) Lede van die Vakvereniging stem daarmee in om alleenlik by lede van die Werkgeversorganisasie in diens te tree en lede van die Werkgeversorganisasie stem daarmee in om alleenlik lede van die Vakvereniging in diens te neem; met dien verstande dat hierdie bepaling nie van toepassing is nie wanneer die lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder grondige redes geweier is en die betrokke werknemer of werkgever sodanige weiering binne 14 dae aan die Raad gerapporteer het.

months of employment with him and shall pay to such employee in respect of the period of absence, an amount of not less than the remuneration he would have received had he worked during such period; provided that—

(i) in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than, 1 working day in respect of each completed period of 5 weeks' of employment;

(ii) an employer may, as a condition precedent to the payment by him of any amount claimed in terms of this clause by an employee in respect of any absence from work for a period covering more than 2 consecutive days require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's sickness, and if an employee has during any period up to 8 weeks' received payment in terms of this clause on 2 or more occasions without producing such a certificate, his employer may during the period of 8 weeks' immediately succeeding the last such occasion, require him to produce such a certificate in respect of any absence from work.

15. STORAGE AND PROVISION OF TOOLS.

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

(2) The employer shall also provide screwing tackle, such as stocks, dies, taps over ¼ inch and upwards, pipe vices, files and hack-saw blades, large hammers, chisels for chasing, pipe benders, refrigerator gauges and pulley pullers, stepladders and scaffolding.

16. LABOUR ONLY CONTRACT.

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

17. PIECE-WORK/TASK WORK.

The giving out by employers or the performance by employees of work on a piece-work or task work basis prohibited.

18. PROHIBITION OF EMPLOYMENT OF ANY PERSONS UNDER THE AGE OF 15 YEARS.

An employer shall not employ any person under the age of 15 years.

19. WET WEATHER SHELTER.

At any site where operations in the Electrical Industry are being conducted, employers shall provide suitable accommodation in which employees may take shelter during wet weather.

20. LATRINES.

Proper sanitary accommodation shall be provided by all employers on all jobs for Whites and non-Whites separately.

21. WORKING EMPLOYER OR PARTNER.

Any working employer and/or partner shall in respect of the trade at which he is working, observe the working hours prescribed in this Agreement.

22. FIRST-AID.

Each employer shall provide and maintain in good order suitable first-aid equipment as prescribed in the Factories, Machinery and Building Work Act, 1941, as amended, on any premises where employees are employed by him.

23. TIME AND WAGE RECORD.

Employers shall keep such time and wage records as are prescribed by regulations under the Act, and employees shall keep time sheets as required by the employer.

24. ENGAGEMENT OF EMPLOYEES.

(1) Members of the trade union agree to accept employment with members of the employers' organisation only, and members of the employers' organisation 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) Die bepalinge van hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het, van toepassing nie; met dien verstande dat, as 'n immigrant te eniger tyd na die eerste 3 maande vanaf die datum waarop hy in die Nywerheid in diens geneem is, 'n uitnodiging van die vakvereniging om lid daarvan te word, geweier het, die bepalinge van hierdie klousule onmiddellik in werking tree.

(3) Die bewys dat 'n werknemer lid van die Vakvereniging is, bestaan daaruit dat hy 'n geldige lidmaatskapkaart toon wat deur die South African Electrical Workers' Association uitgereik is, en die werknemer moet sodanige kaart toon wanneer dit van hom vereis word.

25. VRYSTELLINGS.

(1) Behoudens die voorbehoudbepaling van artikel 51 (3) van die Wet, mag die Raad om 'n gegronde en 'n afdoende rede skriftelik vrystelling van eenigen van die bepalinge van hierdie Ooreenkoms aan enige persoon of persone verleen.

(2) 'n Vrystellingstifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elkeen aan wie vrystelling verleen word. 'n Stifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, van krag nie.

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

(4) 'n Werkgewer moet die gewysigde voorwaardes soos geskep deur 'n vrystellingstifikaat wat ooreenkomstig die bepalinge van hierdie klousule verleen is, nakom.

26. ALGEMENE FONDS.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer 15c per week aftrek van die verdienste van elkeen van sy werknemers vir wie lone in klousule 4 (1) (d) van hierdie Ooreenkoms voorgeskryf word, en by die bedrag aldus afgetrek, moet die werkgewer 'n bydrae voeg wat aan sodanige bedrag gelyk is, en hierdie bydrae moet deur die werkgewer aan die Raad betaal word ooreenkomstig die prosedure voorgeskryf in subklousule (2) hiervan.

(2) Die werkgewer moet alle bedrae wat ooreenkomstig die bepalinge van subklousule (1) van hierdie klousule betaalbaar is, tesame met 'n staat wat die getal werknemers in sy diens en hul bedrywe meld, ten opsigte van die vorige maand se gelde voor of op die sewende dag van elke maand stuur aan die Sekretaris van die Raad in die gebied waarin die werk verrig word, en sodanige geldsending moet vergesel gaan van die besonderhede genoem in subklousule (3) van hierdie klousule.

(3) Elke werkgewer moet, wanneer hy sy bydraes aan die Raad stuur, 'n lys van die ambagsmanne wat in sy diens is, aanstuur op gedrukte vorms wat deur die Raad verskaf word.

(4) In 'n bedryfsinrigting waarin die bedrag wat ingevolge subklousule (1) aan die Raad betaalbaar is, minder as 60 sent per week is, moet die werkgewer die bedrag verhoog tot R2.40 per maand van 4 weke en R3 per maand van 5 weke.

Die bedrae in hierdie subklousule bedoel, moet voor of op die sewende dag van elke maand aan die Raad gestuur word.

27. AGENTE.

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

(a) enige perseel of plek waarin werksaamhede in die Elektrotegniese Nywerheid verrig word, te eniger tyd te betree wanneer hy redelike grond het om te vermoed dat enigiemand daarheen werksaam is;

(b) of alleen of in die teenwoordigheid van ander persone, as hy dit dienstig ag, elke persoon wat hy in of in die omtrek van die persele of plek vind, mondelings te ondervra en van dié persone te vereis om te antwoord op die vrae wat hy ten opsigte van sake in verband met hierdie Ooreenkoms aan hom mag stel;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat hy nodig ag vir die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word, getoon word en om dit te inspekteer, te ondersoek en uittreksels daaruit te maak.

(2) Wanneer die agent 'n perseel of plek betree of inspekteer of 'n persoon, boek of dokument ondersoek, mag hy 'n tolk met hom saamneem.

(3) Elkeen vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen soos hierbo bedoel.

(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 3 months of commencement of his employment in the Industry refused any invitation from the trade union 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.

25. EXEMPTIONS.

(1) Subject to the proviso of section 51 (3) of the Act, the Council may, in writing, grant exemption to any person or persons from any of the provisions of the agreement for any good and sufficient reason.

(2) 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 that for which it was granted.

(3) 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.

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

26. GENERAL FUND.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 15c per week from the earnings of each of his employees, for whom wages are prescribed in clause (1) (d) of this Agreement and to the amount so deducted the employer shall contribute an equal amount, and these amounts shall be paid by the employer to the Council, in accordance with procedure prescribed in subclause (2) hereof.

(2) All amounts payable in accordance with the provisions of subclause (1) of this clause, together with a statement showing the number of employees employed and their trades shall be forwarded by the employer to the Secretary of the Council in the area in which the work is executed on or before the 7th day of each month, in respect of the previous month's dues, together with the particulars referred to in subclause (3) of this clause.

(3) Each employer shall, when forwarding his contributions to the Council, on printed forms supplied by the Council, enclose a list of the artisans employed by him.

(4) In any establishment in which the amount payable to the Council in terms of subclause (1) is less than 60 cents per week, the employer shall make up the amount to R2.40 per 4-week month, and R3 per 5-week month.

The amounts referred to in this subclause shall be forwarded to the Council on or before the 7th day of each month.

27. AGENTS.

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

(a) enter, at any time, any premises or place in which operations in the Electrical Industry are carried on when he has reasonable cause to believe that any person is employed therein;

(b) examine orally, either alone or in the presence of any other persons he may think fit, every person whom he finds in or about the premises or place and require such persons to answer the questions put to him with respect to matters relating to this Agreement;

(c) require the production of, inspect, examine and make extracts of such books, time sheets, records and documents as he may deem necessary for ascertaining whether the provisions of this Agreement are being complied with.

(2) The agent when entering any premises or place or inspecting or examining any person, book or document, may take with him an interpreter.

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

28. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer wat in die Elektrotegniese Nywerheid betrokke is op die datum waarop hierdie Ooreenkoms in werking tree, moet binne 1 maand ondergenoemde besonderhede aan die Sekretaris van die Raad stuur—

- (i) sy volle naam;
- (ii) sy besigheidsadres;
- (iii) die bedryf of bedrywe wat hy in die Nywerheid beoefen.

(b) Die besonderhede wat by paragraaf (a) van hierdie subklousule vereis word, moet ook deur alle werkgewers wat ná die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, verstrek binne 1 maand vanaf die datum waarop hulle met hul werksaamhede begin.

(c) Waar die werkgewer 'n vennootskap of 'n maatskappy is, moet die inligting wat by paragraaf (1) (a) van hierdie subklousule vereis word, ten opsigte van elke vennoot of direkteur verstrek word. Die handelsnaam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

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

(3) Elke geregistreerde werkgewer moet die Raad binne 7 dae skriftelik in kennis stel van alle veranderinge in die besonderhede wat by registrasie verstrek is.

29. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf by die regulasies wat kragtens die Wet uitgevaardig is, op 'n opvallende plek wat vir al sy werknemers maklik toeganklik is, vertoon in elke werkwinkel, werk of werf waar hy sy sake verrig.

30. ALGEMEEN.

Geen werkgewer of werknemer mag van die bepalings van hierdie Ooreenkoms afsien nie, hetsy genoemde bepalings 'n voordeel skep vir of 'n verpligting opleë op die betrokke werkgewer of werknemer. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie afdwingbaar is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref, hetsy voor- of nadat hierdie Ooreenkoms in die Staatskoerant deur die Minister afgekondig is, ooreenkomstig die bepalings van die Wet, raak dit hoegenaamd nie die res van die Ooreenkoms nie, en in so 'n geval bestaan die Ooreenkoms uit sodanige res van die bepalings.

31. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is, en hy mag menings vir die leiding van die werkgewers en die werknemers uitspreek wat nie met die bepalings hiervan onbestaanbaar is nie.

Op hede die 5de Oktober 1967, te Oos-Londen onderteken.

G. C. H. ROBERTS,
Voorsitter van die Raad.
E. BUCHHOLTZ,
Ondervoorsitter van die Raad.
A. T. HARTLAND,
Sekretaris van die Raad.

No. R. 342.] [8 Maart 1968.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGS-MAATREËL No. 43 VAN 1942.

ELEKTROTEGNIËSE NYWERHEID,
OOS-LONDEN.

Ek, Marais Viljoen, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasie wat by Oorlogsmaatreël No. 43 van 1942 gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Elektrotegniese Nywerheid wat by Goewermentskennisgewing No. R. 341 van 8 Maart 1968 gepubliseer is.

M. VILJOEN,
Minister van Arbeid.

28. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Electrical Industry, at the date on which this Agreement comes into operation shall, within 1 month, forward to the Secretary of the Council the following particulars—

- (i) his full name;
- (ii) his business address;
- (iii) the trade or trades which he is carrying on in the Industry.

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

(c) Where the employer is a partnership or a company, information in accordance with paragraph (1) (a) of this subclause shall be furnished in respect of each partner, director. The trading name under which the partnership or company is operating shall be furnished.

(2) The Secretary of the Council shall maintain a register of all employees referred to in subclause (1) hereof.

(3) Every registered employer shall within 7 days notify the Council, in writing, of any change in the particulars furnished on registration.

29. 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.

30. 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, subclause 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, subclause 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.

31. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the Administration of this Agreement and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

Signed at East London, on the 5th October, 1967.

G. C. H. ROBERTS,
Chairman of the Council.
E. BUCHHOLTZ,
Vice-Chairman of the Council.
A. T. HARTLAND,
Secretary of the Council.

No. R. 342.]

[8 March 1968

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

ELECTRICAL INDUSTRY, EAST LONDON.

I, Marais Viljoen, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942 suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Electrical Industry, published under Government Notice No. R. 341 of the 8th March 1968.

M. VILJOEN,
Minister of Labour.

No. R. 343.]

[8 Maart 1968.]

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.****ELEKTROTEGNIJSE NYWERHEID,
OOS-LONDEN.**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid, gepubliseer by Goewermentskennisgewing No. R. 341 van 8 Maart 1968, oor die algemeen vir werknemers wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Minister van Arbeid.

No. R. 343.]

[8 March 1968.]

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.****ELECTRICAL INDUSTRY, EAST LONDON.**

I, Marais Viljoen, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Industry, published under Government Notice No. R. 341 of the 8th March 1968, 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 hereby, than the relative provisions of the said Act.

M. VILJOEN,
Minister of Labour.

INHOUD.

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