



Government Gazette

Buitengewone Extraordinary

Staatskoerant

(Registered at the Post Office as a Newspaper) (As 'n Nuusblad by die Poskantoor Geregistreer)

(REGULATION GAZETTE No. 347)

Overseas 15c Oorsee

Price 10c Prys

POST FREE — POSVRY

(REGULASIEKOERANT No. 347)

VOL. XII.]

PRETORIA, 12 JUNE 1964.
12 JUNIE

[N. 819.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 879.]

[12 June 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry (Cape), shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1965, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (3) (g) and (h), 20 and 25 of Part I and clause 14 of Part II, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1965, 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 Districts of the Cape, Wynberg, Bellville and Simonstown; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act declare that in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown and from the second Monday after the date of publication of this notice and for the period ending the 31st October, 1965, the provisions of the said Agreement, excluding those contained in clauses 1 (a), 2, 9 (3) (g) and (h), 20 and 25 of Part I and clause 14 of Part II, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

A. E. TROLLIP,
Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 879.]

[12 Junie 1964.]

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1965 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (3) (g) en (h), 20 en 25 van Deel I en klousule 14 van Deel II, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1965 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 landdrosdistrikte dié Kaap, Wynberg, Bellville en Simonstad; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (a), 2, 9 (3) (g) en (h), 20 en 25 van Deel I en klousule 14 van Deel II, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Oktober 1965 eindig, in die landdrosdistrikte dié Kaap, Wynberg, Bellville en Simonstad *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

SCHEDULE.

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

AGREEMENT

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

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

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

Amalgamated Engineering Union of South Africa;

and the

South African Electrical Workers' Association

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

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

PART I.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall—

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

(2) For the purposes of this Agreement the weekly wage rate of Apprentices prescribed under the Apprenticeship Act (Act No. 37 of 1944, as amended) and cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942, as amended, as continued by the War Measures Continuation Amendment Act (Act No. 66 of 1962) shall be taken to be the weekly wage, and the "hourly rate" shall be the weekly wage calculated as above divided by the number of ordinary hours worked in the establishment concerned.

(3) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of clauses 13 and 14 of Part I of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribe in this Agreement for a Rate 7 employee or paid at a rate not less than R120.22 including cost of living allowance but excluding overtime, per month.

2. PERIOD OF APPLICATION.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in force until 31st October, 1965, or for such period as the Minister may determine.

3. DEFINITIONS.

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

"Act" means the Industrial Conciliation Act, 1956, as amended;

"apprentice" means an employee serving under a contract of apprenticeship registered under the Apprenticeship Act, 1944, as amended, and includes a minor employed on probation in terms of the said Act, or serving under a written contract of apprenticeship recognised by the Council;

"Council" means the Industrial Council for the Electrical Contracting and Servicing Industry (Cape);

"day shift", except as provided in Parts II and III of this Agreement means subject to the definition herein covering "two-shift system" and "three-shift system", any period of not more than 8½ hours ordinarily worked by an employee between the hours of 6 a.m. and 6 p.m. on Mondays to Fridays, inclusive, or any period not exceeding 5 hours worked between the hours of 6 a.m. and 12 noon on Saturdays; provided that when an employer does not require his employee to work on more than five days in any week, it means any such period of not more than 9½ hours between 6 a.m. and 6 p.m. on Mondays to Fridays, inclusive;

BYLAE.

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

OOREENKOMS

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

Electrical Contractors' Association (South Africa),

Electrical Engineering and Allied Industries Association
en die

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

Amalgamated Engineering Union

en die

South African Electrical Workers' Association

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

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

DEEL I.

1. TOEPASSINGSBESTEK.

(1) Die bepalings van hierdie Ooreenkoms—

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

(2) Vir die toepassing van hierdie Ooreenkoms is die weekloon van vakleerlinge wat ingevolge die Wet op Vakleerlinge (Wet No. 37 van 1944, soos gewysig) voorgeskryf word en die lewenskoste-toelae betaalbaar ooreenkomstig die bepalings van Oorlogsmaat-reël No. 43 van 1942, soos gewysig, soos voortgesit deur die Wysigingswet op die Voortsetting van Oorlogsmaat-reëls (Wet No. 66 van 1962), geag die weekloon te wees, en die „uurloon” is die weekloon soos hierbo bereken, gedeel deur die getal gewone werkure wat in die betrokke bedryfsinrigting gewerk word.

(3) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin vermeld, geld die bepalings van klousules 13 en 14 van Deel I van die Ooreenkoms vir alle werknemers wat by operateursprosesse betrokke is en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms vir 'n loongroep 7-werknemer voorgeskryf word of wat 'n loon van minstens R120.22, met inbegrip van lewenskostetoelae maar uitgesonderd oortyd, per maand betaal word.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, bepaal kan word en bly van krag tot 31 Oktober 1965, of vir dié tydperk wat die Minister vasstel.

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 enige vermelding van 'n Wet omvat alle wysigings van sodanige Wet; voorts, tensy onbestaanbaar met die samehang beteken—

„Wet” die Wet op Nywerheidsversoening, 1956, soos gewysig;

„vakleerling” 'n werknemer in diens kragtens 'n leerlingskontrak wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is, en sluit 'n minderjarige in wat op proef in diens is ingevolge genoemde Wet, of wat ingevolge 'n skriftelike leerlingskontrak dien wat deur die Raad erken word;

„Raad” die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid, (Kaap);

„dagskof”, uitgesonderd soos in Dele II en III van die Ooreenkoms bepaal, behoudens die woordomskrywing hierin wat die „tweeskofstelsel” en „drieskofstelsel” dek, 'n tydperk van hoogstens 8½ uur wat gewoonlik deur 'n werknemer tussen die ure 6 vm. en 6 nm. van Maandag tot en met Vrydag gewerk word of 'n tydperk van hoogstens 5 uur wat hy tussen die ure 6 vm. en 12-uur middag op Saterdag werk; met dien verstande dat wanneer 'n werkgewer nie van sy werknemer vereis om op meer as vyf dae gedurende 'n week te werk nie, dié enige sodanige tydperk van hoogstens 9½ uur tussen 6 vm. en 6 nm. vanaf Maandag tot en met Vrydag beteken;

"domestic appliance" means any appliance designed to be used mainly for domestic household purposes and operating by or using electricity;

"domestic appliance mechanic" or "radiotrician" or "refrigerator mechanic" means an employee engaged on one or more of the following classes of work:—

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

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

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

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

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

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

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

"electrician" means an employee who performs any of the following operations and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Council, or a person over 21 years of age

„huishoudelike toestel" 'n toestel wat bedoel is om hoofsaaklik vir huishoudelike doeleindes gebruik te word en wat met elektrisiteit werk of dit gebruik;

„werktuigkundige vir huishoudelike toestelle" of „radiotriciën" of „koelkaswerktuigkundige" 'n werknemer wat een of meer van die volgende klasse werk verrig:—

Vastelling van foute in, of aanwysing gee vir, of uitvoering van herstelwerk of verstellings aan, of die diensing, inmeekaarsit, oprigting en/of installering, of toesig hou oor die oprigting en/of installering van stowe, koelkaste, wasmasjiene, strykmasjiene en alle ander groot elektriese toestelle, radio- en draadloosinstrumente en elektriese geluidweergaweapparaat, finale toetse uitvoer, of toesig hou oor sulke werksaamhede, maar nie 'n werknemer wat radio-uitrusting, koelkaste, stowe, of ander huishoudelike elektriese toestelle aan bestaande kontakpunte aansluit nie;

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

- (a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van 'n gebou uitmaak, met inbegrip van enige bedrading, kabellaskwerk en kabellegging, die konstruksie van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;
- (b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van enige bedrading, kabellaskwerk en kabellegging, die konstruksie van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk uitgevoer of die materiaal berei word op die terrein van die geboue of bouwerke, of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat hoort by die oprigting, verandering, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, die oprigting van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerke, of elders;
- (d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellaskwerk en kabellegging, die oprigting van bognondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of bouwerke opgerig en die materiaal daar voorberei word, of elders;

en vir die toepassing van hierdie omskrywing omvat „elektriese uitrusting"—

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

en voorts, vir die toepassing van hierdie omskrywing, omvat—

„ontwerp, bereiding, oprigting, installering, herstel en onderhoud" nie die volgende nie:—

- (i) Die vervaardiging en/of inmeekaarsit van bogenoemde uitrusting of onderdele daarvan;
- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehorens, hetsy permanent of andersins; en
- (iii) die vervaardiging, herstel en diensing van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en diensing van tikmasjiene en kantoorstoestelle;
- (v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

„elektrisiën" 'n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ingevolge 'n leerlingskontrak wat deur die Raad erken word, of 'n persoon bo die ouderdom van 21 jaar wat in besit is van 'n sertifikaat

who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such operations:—

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

telecommunication and/or signalling and/or totalisator equipment installation and/or maintenance;

“electrical installation” means the installation and/or erection of any of the articles enumerated in the definition of “electrician” in this clause;

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

“employer” means any person whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business;

“establishment” means any place where the Industry or any part thereof, as herein defined, is carried on;

“incentive bonus” means work paid for at a rate based on quantity or output of work done in accordance with the provisions of clause 10 hereof;

“jig or fixture” means a device which definitely locates the work with respect to a tool and/or tool to the work and/or relative position of parts while being joined together, so as to produce articles that are interchangeable within certain tolerances;

“journeyman’s work” means work for which wages are prescribed under Rate 1 in this Agreement;

“journeyman” means an employee employed on “journeyman’s work” and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Council, or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such work;

“juvenile” means an employee between the age of 16 and 19 years employed on any of the classes of work scheduled in the Annexure to this Agreement in respect of which wages are prescribed, and in respect of whose employment a certificate has been issued by the Council in terms of sub-clause (2) (b) of clause 16 of Part I of this Agreement;

“maintenance and/or repair and/or servicing” means work done in order to maintain electrical plant and/or equipment;

“N.E.S.” means not elsewhere specified;

“night shift” means—subject to the definitions herein covering “two-shift system” and “three-shift system”—any period of not more than 9½ hours ordinarily worked by an employee between the hours of 6 p.m. and 6 a.m. from starting time on Monday until starting time on Saturday;

“pupil engineer and/or approved student” means a person who is in possession of educational qualifications recognised by the Council and obtained through an educational institution likewise recognised by the Council or an Engineering Graduate of a South African University or University College, but shall not include a person undergoing prescribed vocational training in the course of his studies;

“templet” means a device for indicating the position of holes and/or attachments on the work and/or from and/or contour of the work;

“trainee” means a person undergoing training in terms of the Training of Artisans Act, 1951;

“two-shift and/or three-shift system” means the method of operation in establishments working two or three shifts in any period of 24 hours for not less than three months in a single period.

“urgent work” means any work which must essentially be performed in the Industry in order to ensure the convenience, health and safety of the public, or the carrying on of any other industry, business or undertaking including the services necessary to restore breakdowns in established electrical services.”

4. WAGES AND/OR EARNINGS.

(1) (a) Any employee (other than employees employed on work classified as Rate 8 to 12 inclusive and watchmen) who at the date of coming into operation of this Agreement is receiving the rate prescribed in the Agreement for his class of work scheduled in the Agreement or who is receiving a higher rate than the rate for his class of work scheduled in the Agreement shall receive an increase of 2 cents per hour on the hourly rate such employee was receiving prior to the commencement of this Agreement.

wat deur die Raad erken word of uitgereik is en hom in staat stel om vir die volgende werksaamhede in dien geneem te word:—

Ankerwikkeling;

kabellawerk;

elektriese toestelle bou en/of inmeekaarsit en/of herstel;

elektriese installering;

elektriese instrumentvervaardiging en -herstelwerk;

aanleg van elektriese boggrondse lyne;

elektriese bedrading;

aanleg en/of onderhoud en/of diensing en/of bou van

elektro-mediese toestelle en X-straaluitrusting; en

installering en/of onderhoud van telekommunikasie- en/of sein- en/of totalisatoruitrusting;

„elektriese installering” die installering en/of oprigting van enigene van die artikels wat in die woordsomskrywing van „elektrisiën” in hierdie afdeling genoem word;

„werknemer” ’n persoon wat enigene van die klasse werk wat in hierdie Ooreenkoms en/of die aanhangsels daarvan genoem word, verrig;

„werkgever” enige persoon hoegenaamd wat ’n persoon in diens neem of werk aan hom verskaf en hom besoldig of uitdruklik of stilswyend onderneem om hom te besoldig of wat enige persoon hoegenaamd toelaat om hom op enige wyse in die uitoefening of dryf van sy besigheid te help;

„bedryfsinrigting” enige plek waar die Nywerheid of enige onderdeel daarvan, soos hierin omskryf, uitgeoefen word;

„aansporingsbonus” werk waarvoor daar betaal word teen ’n loon gebaseer op die hoeveelheid of die opbrengs van gedane werk, ooreenkomstig die bepalings van klousule 10 van hierdie Ooreenkoms;

„setmaat” of „setklem” ’n toestel wat die plek vir werk ten opsigte van ’n gereedskapstuk en/of gereedskapstuk ten opsigte van die werk definitief bepaal en/of die relatiewe posisie van onderdele terwyl dit aanmekeer geheg word, om sodanige artikels te produseer wat binne sekere toleransies uitruilbaar is;

„vakmanswerk” werk waarvoor lone onder loongroep 1 in hierdie Ooreenkoms voorgeskryf word;

„vakman” ’n werknemer wat „vakmanswerk” verrig en wat sy opleiding ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of kragtens ’n leerlingskontrak wat deur die Raad erken word, voltooi het, of ’n persoon oor die ouderdom van 21 jaar wat in besit is van ’n sertifikaat wat deur die Raad erken word of uitgereik is en hom in staat stel om vir sulke werk in diens geneem te word;

„jeugdige” ’n werknemer tussen die ouderdom van 16 en 19 jaar, in diens in enigene van die klasse werk wat in die Aanhangsels van hierdie Ooreenkoms genoem word en ten opsigte van wie lone voorgeskryf is en ten opsigte van wie se indiensneming ’n sertifikaat ingevolge subklousule (2) (b) van klousule 16 van Deel I van hierdie Ooreenkoms deur die Raad uitgereik is;

„onderhoud en/of herstelwerk en/of diensing” werk wat gedoen word om elektriese installasie en/of uitrusting te onderhou;

„n.e.v.” nie elders vermeld nie;

„nagskof”, behoudens die omskrywings hierin wat „tweeskofstel” en „driekofstel” dek, ’n tydperk van hoogstens 9½ uur wat ’n werknemer gewoonlik tussen die ure 6 nm. en 6 vm. vanaf begintyd op Maandag tot begintyd op Saterdag werk;

„leerling-ingenieur en/of erkende student” ’n persoon wat in besit is van die onderwyskwalifikasies wat deur die Raad erken word en wat verkry is aan ’n onderwysinrigting wat insgelyks deur die Raad erken word, of ’n ingenieursgegradeerde aan ’n Suid-Afrikaanse universiteit of universiteitskollege, maar nie ’n persoon wat voorgeskrewe vakansieopleiding in die loop van sy studies ondergaan nie;

„leipatroon” ’n toestel om die posisie van gate en/of hegstukke aan die werkstuk en/of vorm en/of omtrek van die werkstuk aan te wys;

„kwekeling” ’n persoon wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne, 1951, ondergaan;

„tweeskof- en/of driekofstelsel” die werkmetode in bedryfsinrigtings wat twee of drie skofte in ’n tydperk van 24 uur vir minstens drie maande in ’n enkele tydperk werk;

„dringende werk” enige werk wat noodsaaklik in die Nywerheid verrig moet word ten einde die gerief, gesondheid en veiligheid van die publiek te verseker, of die uitoefening van enige ander nywerheid, besigheid of onderneming, met inbegrip van die dienste wat nodig is om onklaarrakings in gevestigde elektriese dienste te herstel.

4. LONE EN/OF VERDIENSTE.

(1) (a) ’n Werknemer (uitgesonderd werknemers wat werk verrig wat as loongroep 8 tot en met 12 ingedeel is en ook wagte) wat op die inwerkingtreddsdatum van hierdie Ooreenkoms die loon ontvang wat in die Ooreenkoms voorgeskryf word vir sy klas werk wat in die Ooreenkoms genoem word of wat ’n hoër loon ontvang as die loon vir sy klas werk wat in die Ooreenkoms genoem word, moet ’n verhoging van 2 sent per uur ontvang op die uurloon wat sodanige werknemer voor die aanvang van hierdie Ooreenkoms ontvang het.

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

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

(2) General Wage Provisions applicable throughout all Divisions of the Industry, unless elsewhere specified.

Rate 1 (n.e.s.).

Rate per Hour.
(Cents.)

(i) Domestic Appliance Mechanic's work.....	76·98
(ii) Electrician's work.....	
(iii) Radiotrician's work.....	
(iv) Refrigerator Mechanic's work.....	
(v) Journeyman's work.....	

Rate 2.

Machinist's work (n.e.s. and when performed by an employee other than a journeyman):—

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

Rate per Hour.
(Cents.)

First year of learnership—	
First six months.....	33·33
Second six months.....	49·89
Second year of learnership.....	59·94
Third year of learnership.....	67·60
Thereafter (Rate 2).....	74·43

Provided that—

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

(b) No employer shall employ any person under these provisions at a rate of pay less than 74·43 cents per hour, except with the prior consent of the Council and under a Learnership Contract. Such contracts which shall be in the form prescribed by the Council from time to time and shall be registered with and at the head office of the Council, shall prescribe the group of machine tools in the use of which a learner shall be trained. Learners shall undergo such approved technical instruction as may be determined by the Council throughout the period of learnership, and it shall be a condition precedent in the approval of any contract that the learner shall be given facilities to undergo such approved technical instruction.

Rate 7.

Rate per Hour.
(Cents.)

Drilling with jigs and / or fixtures.....	61·65
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Rate 9.

Attending automatic machines.....	19 20
Operating die-casting machines.....	
Fly and/or treadle and/or manual pressing and/or notching where the work is operated upon with pre-set dies, other than setting dies.....	
Power pressing where the work is operated upon with pre-set dies, other than setting of dies.....	
Striking by hammer under direction of a blacksmith.....	
First six months of experience.....	19
Thereafter.....	20

Rate 10.

Application of anti-corrosive coatings.....	16 17
Coating and/or galvanising.....	
Coating with metal by hot dipping under supervision.....	
Despatch packer, other than labourer.....	
Fettling by hand and/or grinding and/or by portable power tools.....	
Metal buffing and/or polishing.....	16 17
Oiling and/or greasing of machinery, where so employed in a full-time capacity.....	
Repetition screwing with die heads and/or taps by machine and/or hand.....	
Sand and/or shot blasting.....	
Spraying of enamel and/or paint.....	
Storeman's boy, other than labourer.....	16
First six months of experience.....	17
Thereafter.....	

Rate 11.

Dipping in enamel and/or paint.....	16
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(b) Geen werkgewer mag aan werknemers (uitgesonderd vakleerlinge of kwekelinge) wat enigeen van die klasse werk verrig wat in hierdie Ooreenkoms of in Aanhangsels B tot F hiervan vermeld word 'n loon en/of verdienste betaal wat laer is as dié wat teenoor sodanige klasse vermeld word nie, en geen werknemer mag 'n loon en/of verdienste aanneem wat laer is as dié wat teenoor sodanige klas vermeld word nie.

Geen persoon, uitgesonderd 'n vakman of 'n vakleerling of kwekeling mag werk verrig wat as loongroep 1 ingedeel is, sonder om vooraf die goedkeuring van die Raad te verkry nie.

(2) Algemene loonbepalings van toepassing dwarsdeur alle afdelings van die Nywerheid, tensy elders vermeld.

Loongroep 1 (n.e.v.).

Loon per uur
(Sent.)

(i) Die werk van 'n werktuigkundige vir huishoude- like toestelle.....	76·98
(ii) Die werk van 'n elektrisiën.....	
(iii) Die werk van 'n radiotrisiën.....	
(iv) Die werk van 'n koelkaswerktuigkundige.....	
(v) Die werk van 'n vakman.....	

Loongroep 2.

Die werk van 'n masjiniis (n.e.v. en wanneer deur 'n ander werknemer as 'n vakman verrig):—

Fatsoenering, gleufwerk, skaafwerk, freeswerk (uitgesonderd met universele freesmasjiene), slypwerk (uitgesonderd met universele slypmasjiene), en die bediening van ratsnymasjiene en werk met draaimasjiengereedskap (uitgesonderd senterdraaibanke en/of boormasjiene)—

Loon per uur.
(Sent.)

Eerste jaar as leerling—	
Eerste ses maande.....	33·33
Tweede ses maande.....	49·89
Tweede jaar as leerling.....	59·94
Derde jaar as leerling.....	67·60
Daarna (loongroep 2).....	74·43

Met dien verstande dat—

(a) Werknemers in diens ingevolge hierdie bepaling, toegelaat moet word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel en om volgens en met presisiemeetinstrumente, met inbegrip van maatstokke, krompassers en dergelike te werk. Leerlinge moet geleer word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel en om volgens en met presisiemeetinstrumente te werk.

(b) Geen werkgewer mag 'n persoon kragtens hierdie bepaling teen 'n loon van minder as 74·43 sent per uur in diens neem nie, tensy hy vooraf die toestemming van die Raad verkry het en dit kragtens 'n leerlingskontrak geskied. Sulke kontrakte, wat in die vorm moet wees wat van tyd tot tyd deur die Raad voorgeskryf word en by die hoofkantoor van die Raad geregistreer moet word, moet die groep masjiengereedskap wat 'n leerling geleer moet word om te gebruik, voorskryf. Leerlinge moet die erkende tegniese opleiding ondergaan wat die Raad dwarsdeur die tydperk van leerlingskap mag bepaal en dit moet 'n voorafgaande voorwaarde in die goedkeuring van enige kontrak wees dat die leerling die geriewe moet ontvang om sodanige erkende tegniese opleiding te ondergaan.

Loongroep 7.

Loon per uur.
(Sent.)

Met die gebruik van setmate en/of setklemmeboor...	61·65
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Loongroep 9.

Outomatiese masjiene bedien.....	19 20
Stempelgietsmasjiene bedien.....	
Pers- en/of uitkeepwerk met 'n hefboom- en/of trap- masjiën en/of die hand, waar die werk met vooraf- ingestelde stempels verrig word, uitgesonderd die stel van die stempels; bediener van 'n kragpers, as die werk ooreenkomstig voorafgestelde stempels verrig word, maar nie die stel van die stempels nie; onder die voorskrif van 'n smid met die hamer slaan—	
Eerste ses maande ondervinding.....	
Daarna.....	

Loongroep 10.

Korrosiewerende lae aanwend.....	16 17
Oorblaas en/of galvanisering.....	
Met metaal bedek deur warmdompeling, onder toesig Versendingsverpakker, uitgesonderd 'n arbeider.....	
Met die hand skoonslyp en/of slyp en/of deur middel van draagbare kraggereedskap.....	
Fynskuur en/of poleer van metaal.....	
Masjinerie olie en/of smeer, waar aldus in 'n voltydse hoedanigheid in diens.....	16 17
By herhaling skroefdraad met behulp van stempel- kopstukke en/of tapstukke deur middel van masjiën en/of met hand insny.....	
Sand- en/of skrootblaaswerk.....	
Emalje en/of verf spuit.....	
Pakhuisman se diensjong, uitgesonderd 'n arbeider.....	
Eerste ses maande ondervinding.....	16
Daarna.....	17

Loongroep 11.

In emalje en/of verf dompel.....	16
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Rate 12.

	Rate per hour. (Cents.)
(i) Labourer's work.....	16
(ii) Minors employed in trades designed under the Apprenticeship Act, 1944, as amended, during the probationary period of employment.....	16
	Rate per Week. R c
(iii) Watchman's work.....	8.32½

For the purpose of sub-clause (2) (iii)—

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

(iv) Vehicle driving:—

	Rate per Week. R c
Driving of any vehicle authorized to carry a pay load up to and including 1 ton.....	14 10
Over 1 ton and up to 3 tons.....	15 10
Over 3 tons and up to 5 tons.....	24 09·83
Over 5 tons and up to 7 tons.....	29 23·66
Over 7 tons.....	32 31·17

For the purpose of sub-clause (2) (iv)—

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

(v) Pupil engineers and/or approved students—

	Rate per Week. R c
First year of pupilage.....	14 10
Second year of pupilage.....	22 39·83
Third year of pupilage and thereafter.....	24 39·83

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

(4) Any employee who at the date of coming into operation of this Agreement was already in receipt of wages in excess of those prescribed for an employee of his class, shall, subject to the provisions of clause (4) (1) (a) continue to receive such higher wages whilst employed by the same employer on the same class of work.

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

Loongroep 12.

	Loon per uur (Sent.)
(i) Werk van 'n arbeider.....	16·00
(ii) Minderjariges in diens in bedrywe wat kragtens die Wet op Vakleerlinge, 1944, soos gewysig, aangewys is, gedurende die proefdiens tydperk.....	16·00
	Loon per week. R c
(iii) Die werk van 'n wag.....	8.32½

Vir die toepassing van subklousule (2) (iii)—

- mag die gewone werkure nie 12 uur per skof vir 'n sesdaagse week te bowe gaan nie;
- ingeval 'n kleiner getal ure gewerk word as wat in (a) voorgeskryf word, kan die weekloon *pro rata* verminder word;
- geld die Ooreenkomsvoorwaardes betreffende werkure, oortydwerk en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk nie vir hierdie klas werknemer nie.

(vi) Voertuie bestuur:—

	Loon per week. R c
(i) Enige voertuig bestuur wat gemagtig is om 'n loonvrag van tot en met 1 ton te vervoer.....	14 01·00
Meer as 1 ton en tot 3 ton.....	15 10·00
Meer as 3 ton en tot 5 ton.....	24 09·83
Meer as 5 ton en tot 7 ton.....	29 23·66
Meer as 7 ton.....	32 31·17

Vir die toepassing van subklousule (2) (iv)—

- moet die uurloon bereken word deur die weekloon wat hierin gespesifiseer word deur 45 te deel; uitgesonderd in die geval van diegene wat kragtens Deel II van hierdie Ooreenkoms in diens is, in wie se geval die uurloon bereken moet word deur die weekloon deur 40 te deel;
- "loonvrag" beteken die netto laai-vermoë, of die netto vrag wat 'n voertuig mag vervoer of sleep ingevolge 'n Motorvervoervrystellingsertifikaat wat deur 'n plaaslike Padvervoerraad ingevolge die Motortransportwet, 1930, ten opsigte van sodanige voertuig uitgereik is, met inbegrip van enige sleepwa terwyl dit daaraan gekoppel is, of in die afwesigheid van sodanige bepaling in enige sodanige sertifikaat, die vrag gespesifiseer in 'n sertifikaat wat deur die Raad uitgereik is;
- "voertuig" beteken 'n vervoermiddel wat deur ander krag as mense- of dierekrag voortbeweeg word, en omvat 'n trekker.

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

	Loon per week. R c
Eerste jaar van leerlingskap.....	14 10·00
Tweede jaar van leerlingskap.....	22 39·83
Derde jaar van leerlingskap en daarna.....	24 39·38

(3) Geen werknemer mag in meer as een werksaamheid wat in hierdie Ooreenkoms of aanhangsels B tot F genoem word, in 'n bepaalde week in diens wees nie, tensy sodanige werknemer betaal word asof hy 'n hele week lank gewerk het in die graad van werk wat gedurende sodanige week deur die werknemer onderneem is ten opsigte waarvan die hoogste loon betaalbaar is. Dié bepalings van hierdie subklousule geld nie waar 'n laer besoldigde werknemer tydelik 'n hoër besoldigde werknemer vervang wat va sy werk afwesig is om enige ander rede as sy gebruik elders in die bedryfsinrigting (uitgesonderd 'n *bona fide*-plaasvervanging soos hierin gemeld). Werknemers wat aldus uitgesonderd word moet teen die hoër loon betaal word slegs vir die tydperk wat hulle in die hoër besoldigde werksaamheid diens doen. Enige tydperk van plaasvervanging van minder as 'n halwe skof in 'n bepaald week, tel nie vir betaling teen die hoër loon nie.

(4) 'n Werknemer wat op die inwerkingtreedingsdatum van hierdie Ooreenkoms reeds 'n loon ontvang wat hoër is as dié wat vir 'n werknemer van sy klas voorgeskryf word, moet, behoudens dié bepalings van klousule (4) (1), steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer in dieselfde klas werk in diens is.

(5) Ondanks andersluidende bepalings in hierdie Ooreenkoms of aanhangsels B tot F hiervan word geen bepaling wat dié indiensneming of emploiering van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, geag die werkgewer te onthef van dié besoldiging te betaal en dié voorwaardes na te kom wat hy sou moes betaal het of sou moes nagekom het as sodanige indiensneming of emploiering nie verbode was nie, en dié werkgewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of emploiering nie verbode was nie.

5. HOURS OF WORK.

- (1) Except as is elsewhere provided—
 - (a) the ordinary hours of work shall not exceed 45 in any one week for—
 - (i) employees on day shift and/or night shift;
 - (ii) employees working on the two-shift and/or three-shift systems;
 - (b) the ordinary hours per shift shall not exceed those specified in the relevant definitions of "day shift" and/or "night shift" in clause 3 of this Part of the Agreement.
- (2) An employee engaged on incentive bonus work shall be allowed a rest period of ten minutes as near as possible to the middle of the morning and afternoon work periods, such rest periods to be reckoned as working time, and paid for at the hourly rate of wages prescribed for an employee performing the same class or classes of work as such employee.
- (3) The maximum overtime that may be worked shall not exceed ten hours per week without the prior permission of the Council.
- (4) In any establishment engaged in the two- and/or three-shift system, no employer shall work at night time for more than 12 consecutive working days, and no employee engaged in such establishment shall work more than one shift in any period of 4 hours, except when a change in the rotation of shifts makes this necessary.
- (5) An employee shall not be required or permitted to work or a continuous period of more than five hours, without an interrupted interval of at least one hour; provided that for the purpose of this clause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.
- (6) (i) No employee, who is a female shall be required or permitted to work—
 - (a) between six o'clock p.m. and six o'clock a.m.; or
 - (b) after one o'clock p.m. on more than five days in any week.
- (ii) No employee, who is a female, shall be required or permitted to work overtime—
 - (a) for more than two hours on any day;
 - (b) on more than three consecutive days;
 - (c) on more than sixty days in any year;
 - (d) after completion of her ordinary working hours for more than one hour on any day unless she has—
 - (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) has been paid an allowance of not less than 15 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

- (1) Except as provided for in sub-clauses (2), (3) and (4) of this clause, any time worked by employees after the completion of the normal shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:—
 - (a) At one and one-third times the hourly rate during the first six hours immediately following the normal shift.
 - (b) Thereafter, at one and one-half times the hourly rate until the usual starting time of the employee's next normal shift; provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and one-third times the hourly rate for the first six hours reckoned from the starting time on an ordinary working day and at one and one-half times the hourly rate thereafter.
- (2) Whenever an employee is called out on urgent work any time after six hours of having completed his normal shift, he shall be paid at one and one-half times his hourly rate for the period of time commencing when the employee leaves his home and returns there including time worked on the job, until the usual starting time of his next normal shift; provided that an employee who is called out on urgent work shall in any case be paid at one and one-half times his hourly rate for the time worked from midnight until the usual starting time of his next normal shift.
- (3) Whenever an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times the hourly rate for time worked until the usual starting time of the shift.
- (4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five-day week shall be paid at one and one-third times his hourly rate for the first six hours reckoned from when he starts work and at one and one-half times his hourly rate thereafter, an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in sub-clause (1) of this clause, provided that if an employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For purposes of this sub-clause, "usual starting time" means the usual starting time on an ordinary working day.

5. WERKURE.

- (1) Uitgesonderd soos elders bepaal, is—
 - (a) die gewone werkure hoogstens 45 in 'n bepaalde week vir—
 - (i) werknemers op dagskof en/of nagskof;
 - (ii) werknemers wat volgens 'n tweeskofstelsel en/of drieskofstelsel werk;
 - (b) die gewone werkure per skof is hoogstens dié in die betrokke woordskrywings van „dagskof” en/of „nagskof” in klousule 3 van hierdie Deel van die Ooreenkoms gespesifiseer.
- (2) 'n Werknemer wat aansporingsbonuswerk verrig, moet 'n ruspouse van tien minute so na as moontlik aan die middel van die oggend- en namiddagwerktyd toegestaan word; daardie pouse moet as werktyd beskou word en daarvoor moet die uurloon betaal word soos voorgeskryf vir 'n werknemer wat dieselfde klas of klasse werk verrig as wat deur daardie werknemer verrig word.
- (3) Die maksimum oortyd wat sonder voorafgaande toestemming van die Raad gewerk mag word, is hoogstens tien uur per week.
- (4) In elke bedryfsinrigting waar daar volgens 'n tweeskofstelsel en/of drieskofstelsel gewerk word, mag geen werknemer langer as 12 agtereenvolgende werkdae nagwerk verrig nie, en geen werknemer wat in sodanige bedryfsinrigting in diens is, mag meer as een skof in 'n tydperk van 24 uur werk nie, uitgesonderd wanneer dit vir 'n verandering in die kringloop van skofte noodsaaklik is.
- (5) Geen werknemer mag verplig of toegelaat word om sonder 'n ononderbroke pouse van minstens een uur, vir langer as vyf uur deurlopend te werk nie; met dien verstande dat vir die toepassing van hierdie klousule, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees.
- (6) (i) Geen werknemer, wat 'n vrou is, mag verplig of toegelaat word om soos volg te werk nie:—
 - (a) Tussen 6-uur nm. en 6-uur vm., of
 - (b) na 1-uur nm. op meer as vyf dae in 'n week.
- (ii) Geen werknemer, wat 'n vrou is, mag verplig of toegelaat word om soos volg oortyd te werk nie:—
 - (a) Vir langer as twee uur op 'n dag;
 - (b) op meer as drie agtereenvolgende dae;
 - (c) op meer as sestig in 'n jaar;
 - (d) langer as een uur op 'n dag na voltooiing van haar gewone werkure, tensy sy—
 - (i) voor 12-uur middag daarvan in kennis gestel is, of
 - (ii) 'n toereikende ete aan haar verskaf is voordat sy met oortydwerk moet begin; of
 - (iii) betyds 'n toelae van minstens 15 sent betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

6. OORTYD EN BETALING VIR WERK OP SONDAG EN OP SEKERE OPENBARE VAKANSIEDAE, VAN TOEPASSING OP ALLE WERKNEMERS, UITGESONDERD DIÉ VIR WIE SPESIALE VOORSIENING IN DELE II EN IV VAN HIERDIE OOREENKOMS GEMAAK WORD.

- (1) Uitgesonderd soos in subklousules (2), (3) en (4) van hierdie klousule bepaal, word alle tyd wat deur werknemers gewerk word na voltooiing van die gewone skof in die betrokke bedryfsinrigting, as oortyd gereken, waarvoor soos volg betaal moet word:—
 - (a) Teen een en 'n derde maal die uurloon gedurende die eerste ses uur wat onmiddellik op die gewone skof volg.
 - (b) Daarna teen een en 'n half maal die uurloon tot die gewone aanvangstyd van die werknemer se volgende gewone skof; met dien verstande dat in die geval van bedryfsinrigtings wat vyf dae per week werk, vir tyd wat op Saterdag gewerk word, betaal moet word teen een en 'n derde maal die uurloon vir die eerste ses uur, gereken vanaf die aanvangstyd op 'n gewone werkdag en teen een en 'n halfmaal die uurloon daarna.
- (2) As 'n werknemer enige tyd na ses uur na voltooiing van sy gewone skof vir dringende werk uitgeroep word, moet hy teen een en 'n halfmaal sy uurloon betaal word vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het tot die gewone aanvangstyd van sy volgende gewone skof; met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in elk geval teen een en 'n halfmaal sy uurloon betaal moet word vir die tyd wat van middernag af tot die gewone aanvangstyd van sy volgende gewone skof gewerk word.
- (3) Wanneer daar van 'n werknemer vereis word om voor die gewone aanvangstyd vir daardie dag van die week vir werk aan te meld, moet hy teen een en 'n half maal die uurloon betaal word vir die tyd wat hy tot die gewone aanvangstyd van die skof werk.
- (4) In alle gevalle waar 'n werknemer op 'n Saterdag op sy eie versoek vroër as die gewone aanvangstyd begin werk, moet 'n werknemer wat vyf dae per week werk teen een en een derde maal sy uurloon betaal word vir die eerste ses uur, gereken vanaf die tydstop wanneer hy begin werk en teen een en 'n halfmaal sy uurloon daarna. 'n Werknemer wat ses dae per week werk, moet sy gewone uurloon betaal word vir die tydperk van die gewone werkure op 'n Saterdag en daarna betaal word soos in subklousule (1) van hierdie klousule bepaal; met dien verstande dat indien die werknemer meer as twee uur voor die gewone aanvangstyd begin werk, hy ten opsigte van alle tyd tot twee uur voor die gewone aanvangstyd gewerk, teen een en 'n halfmaal die uurloon van die werknemer betaal moet word. Vir die toepassing van hierdie subklousule beteken „gewone aanvangstyd” die gewone aanvangstyd op 'n gewone werkdag.

(5) Whenever an employee (other than an employee engaged on urgent work) works on a Sunday he shall be paid at one and two-thirds times the hourly rate for time worked with a minimum payment of one and two-thirds times the hourly rate for the hours of a normal shift, provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(6) Employees engaged on urgent work shall be paid for work on Sundays at not less than one and two-thirds times the hourly rate for the hours worked with a minimum payment of not less than four hours' pay at one and two-thirds times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-thirds times the hourly rate shall apply.

(7) Whenever an employee works on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, he shall be paid for the hours for which, had he not worked, he would be paid in terms of sub-clause (2) of clause 13 of this part of the Agreement, and shall be paid in addition at one and one-third times the hourly rate for time worked up to the said number of hours; thereafter he shall be paid two and one-half times the hourly rate until the usual starting time next day.

(8) An employee shall be given one day off in each week and if he is employed on such day he shall be paid at the rate of one and two-thirds times the hourly rate for the time worked, until the usual starting time next day; provided that in no case shall he receive less than a minimum of four hours' pay at one and two-thirds times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-thirds times the hourly rate shall apply.

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

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

(ii) sub-clause (6) and the proviso to sub-clause (8) hereof shall not apply to employees on stand-by duty.

(10) For the purpose of sub-clause (9)—

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

(11) The provisions of this clause relating to payment for work on Sundays shall not apply in respect of shifts commencing on Sunday night in establishments working a two-shift or three-shift system, which shall be paid for as follows:—

(a) For the hours worked before midnight—at one and one-half times the ordinary hourly rate plus 8 per cent;

(b) after midnight until completion of the shift—at the ordinary hourly rate plus 8 per cent.

(12) For the purpose of this clause—

“a normal shift” is one-fifth of the ordinary weekly hours of work of an establishment working a five-day week or one-sixth of the ordinary weekly hours of work of an establishment working a six-day week;

“usual starting time” means the starting time on an ordinary working day.

7. NIGHT-SHIFT WORK.

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

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

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

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

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

(i) when the hours for the complete shift fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinary time plus 8 per cent;

(ii) when the hours for the complete shift do not fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinary time plus 4 per cent until midnight, and after midnight, at the rate of ordinary time plus 8 per cent.

(5) Wanneer 'n werknemer (uitgesonderd 'n werknemer wa dringende werk verrig) op 'n Sondag werk, moet hy teen een en twee derde maal die uurloon betaal word vir tyd gewerk, met 'n minimum betaling van een en twee derde maal die uurloon vir die ure van 'n gewone skof; met dien verstande dat waar die werkgewer werk verskaf om die werknemer vir die ure van 'n gewone skof besig te hou en die werknemer versuim of weier om die volle tydperk te werk wat van hom vereis word, sodanige werknemer geregtig is op betaling slegs vir die tydperk wat hy werklik gewerk het.

(6) Werknemers wat dringende werk verrig, moet vir werk op Sondag minstens een en twee derde maal die uurloon betaal word vir die ure wat hulle gewerk het, met 'n minimum betaling van minstens betaling ten opsigte van vier uur teen een en twee derde maal die uurloon ten opsigte van ure wat voor 12-uur middag gewerk is. Waar sodanige werk tot in die namiddagtydperk strek, geld 'n minimum betaling ten opsigte van agt uur teen een en twee derde maal die uurloon.

(7) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaarsdag, Gelofstedag, Kersdag of Nuwejaarsdag werk, moet hy betaal word vir die ure waarvoor hy, as hy nie sou gewerk het nie, ingevolge subklousule (2) van klousule 13 van hierdie Deel van die Ooreenkoms betaal sou gewees het, en moet daareboven teen een en twee derde maal die uurloon betaal word vir tyd wat hy gewerk het tot genoemde getal uur; daarna moet hy twee en 'n half maal die uurloon tot die gewone aanvangstyd op die volgende dag betaal word.

(8) Aan 'n werknemer moet een vry dag in elke week toegestaan word, en indien hy op so 'n dag moet werk, moet hy teen die koers van een en twee derde maal die uurloon betaal word vir die tyd wat hy gewerk het, en wel tot die gewone aanvangstyd op die volgende dag; met dien verstande dat hy onder geen omstandighede minder as 'n minimum van vier uur se besoldiging teen een en twee derde maal die uurloon moet ontvang ten opsigte van ure wat hy voor 12-uur middag gewerk het nie. Waar sodanige werk tot in die namiddagtydperk strek, geld 'n minimum betaling van agt uur teen een en twee derde maal die uurloon.

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

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

(ii) subklousule (6) en die voorbehoudsbepaling by subklousul (8) hiervan nie op werknemers op gereedstaandiens van toepassing is nie.

(10) Vir die toepassing van subklousule (9) beteken—

„noodsaaklike diens” en is dit beperk tot werk wat nodig mag wees ten einde elektriese uitrusting, soos in klousule van hierdie Deel van die Ooreenkoms omskryf, te herstel of om enige dreigende onklaarraking daarvan te voorkom.

(11) Die bepalings van hierdie klousule betreffende betaling vir werk op Sondag geld nie ten opsigte van skofte wat op Sondag nag begin in bedryfsinrigtings wat 'n tweeskof- of drieskofstelsel werk nie. Vir sulke werk word daar soos volg betaal:—

(a) Vir die ure voor middernag gewerk—teen een en 'n half maal die gewone uurloon plus 8 persent;

(b) na middernag tot voltooiing van die skof—teen die gewone uurloon plus 8 persent.

(12) Vir die toepassing van hierdie klousule is—

„'n gewone skof” een vyfde van die gewone weeklikse werkur van 'n bedryfsinrigting wat vyf dae per week werk of een sesde van die gewone weeklikse werkure van 'n bedryfsinrigting wat ses dae per week werk;

„gewone aanvangstyd” beteken die aanvangstyd op 'n gewone werkdag.

7. NAGSKOFWERK.

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

(2) Tensy 'n werknemer minstens drie agtereenvolgende nag tussen Maandag en aanvangstyd op Saterdag werk, moet dit n vir die toepassing van subklousule (1) van hierdie klousule beskou word dat hy op nagskof werk nie.

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

(4) In bedryfsinrigtings waar 'n tweeskofstelsel of 'n drieskofstelsel gewerk word, is die betaling soos volg:—

(a) Tweeskofstelsel.—Werk wat gewoonlik in die tweede skof verrig word:—

(i) As die ure vir die hele skof almal binne 'n tydperk vanaf 6 nm. tot 6 vm. val—teen die loon vir gewone tyd, plus 8 persent;

(ii) as die ure vir die hele skof nie almal binne 'n tydperk vanaf 6 nm. tot 6 vm. val nie—teen die loon vir gewone tyd, plus 4 persent tot middernag, en teen die loon vir gewone tyd, plus 8 persent, na middernag.

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

- (i) second shift—at the rate of ordinary time plus 4 per cent;
- (ii) third shift—at the rate of ordinary time plus 8 per cent.

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

For the purposes of the above, "increased hourly rate" means the ordinary hourly rate plus the amount per cent payable thereon at the concluding time of the shift.

8. SHORT-TIME.

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

- (1) shortage of work and/or materials, in which case an employer shall give his employees two clear working days' notice of his intention to work short time, and shall, as far as practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend; or
- (2) unforeseen contingencies and/or circumstances beyond the control of the employer. In the event of the foregoing circumstances arising an employer shall not be required to pay wages to his employees, except for the periods actually worked, provided that where the employer believes that resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day;
- (3) short shifts worked while working short time shall count as shifts actually worked for purposes of the qualifications for the paid holiday referred to in clause 13 of Part I, clause 5 of Part II and clause 3 of Part III.

9. PAYMENT OF EARNINGS.

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

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

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

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

- (a) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in clause 13 of this part of the Agreement, clause 5 of Part II, and clause 3 of Part III of this Agreement, a pro rata amount for the period of such absence.
- (b) With the written consent of the employee, deductions for sick benefits, insurance, pension funds or contributions to recreation funds.
- (c) Contributions to the funds of the Council in terms of clause 29 of this part of the Agreement.
- (d) Any amount paid by an employer, compelled by law, including common law, ordinance, or legal process, to make payment on behalf of an employee.
- (e) Where an employee is absent from work, resultant on the closing of an establishment by mutual arrangement between the employer and not less than 75 per cent of his employees a pro rata amount for the period of such absence.

(b) *Driekofstelsel*.—Werk wat gewoonlik verrig word in die—

- (i) tweede skof—teen die loon vir gewone tyd, plus 4 persent;
- (ii) derde skof—teen die loon vir gewone tyd, plus 8 persent.

(5) Tyd wat deur werknemers na voltooiing van die gewone nagskof in die betrokke bedryfsinrigting gewerk word, moet as oortyd beskou word en daarvoor moet betaal word teen een en 'n derde maal die verhoogde uurloon vir die skof vir die eerste ses uur en daarna teen een en 'n half maal die verhoogde uurloon tot aan die aanvangs tyd van die werknemer se volgende gewone skof. Vir die toepassing van bogenoemde beteken „verhoogde uurloon” dié gewone uurloon plus die persentasie-bedrag wat teen die aflooptyd van die skof ten opsigte daarvan betaalbaar is.

8. KORTTYD.

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

- (1) tekort aan werk en/of grondstowwe, in welke geval die werkgewer aan sy werknemers twee volle dae kennis moet gee van sy voorneme om korttyd te laat werk, en vir sover dit doenlik is, die beskikbare werk eweredig onder dié betrokke werknemers moet verdeel. As die werkgewer uitdruklik van die werknemer vereis om op 'n bepaalde dag by die bedryfsinrigting te verskyn om uit te vind of daar werk beskikbaar sal wees, dan moet hom ten opsigte van daardie dag minstens vier uur werk, of betaling in plaas daarvan, gegee word. As daar nie van die werknemer vereis word om by die bedryfsinrigting aanwesig te wees nie, dan moet die werkgewer die werknemer op die werkdag onmiddellik voor die dag waarop hy nie aanwesig hoef te wees nie, daarvan in kennis stel; of
- (2) onvoorsiene gebeurlikhede en/of omstandighede buite beheer van die werkgewer. Ingeval voornoemde omstandighede ontstaan, kan nie van 'n werkgewer vereis word om lone aan sy werknemers te betaal nie, behalwe vir die tydperke wat werklik gewerk is; met dien verstande dat wanneer die werkgewer van mening is dat werk hervat kan word en hy sy werknemers uitdruklik gelas om hulle vir diens op 'n bepaalde dag aan te meld, hulle ten opsigte van daardie dag minstens vier uur werk of betaling in plaas daarvan, moet ontvang.
- (3) Kortskofte wat tydens korttydwerk gewerk word, tel vir kwalifisering vir die verlof met betaling wat in klousule 13 van Deel I, klousule 5 van Deel II en klousule 3 van Deel III genoem word, as skofte wat werklik gewerk is.

9. BETALING VAN VERDIENSTE.

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

(b) Alle weeklikse besoldiging en/of toelaes wat in paragraaf (a) van hierdie subklousule van dié Ooreenkoms vermeld word, moet, wanneer dit aan elke werknemer oorhandig word, ingesluit wees in 'n kovert, wat die eiendom van die werknemer word en waarop die bedrae wat ontvang is onder die verskillende hoofde en/of toelaatbare aftrekkings soos in subklousule (3) van hierdie klousule vermeld, duidelik aangedui moet word.

(2) 'n Werkgewer mag geen vergoeding vir die opleiding van 'n werknemer vra of aanneem nie.

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

- (a) 'n *Pro rata*-bedrag vir die tydperk van sodanige afwesigheid as 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende verlof wat toegestaan is vir verlenging van die verlof soos in klousule 13 van hierdie deel van die Ooreenkoms, klousule 5 van Deel II en klousule 3 van Deel III van hierdie ooreenkoms voorgeskryf;
- (b) met die skriftelike toestemming van die werknemer, bedrae vir siektebystand-, versekerings- en pensioenfondse, of bydraes aan ontspanningsfondse;
- (c) bydraes aan die Raadsfondse ingevolge klousule 29 van hierdie deel van die Ooreenkoms;
- (d) enige bedrag wat deur 'n werkgewer betaal word by wetlike voorskrif, met inbegrip van die gemeenereg, 'n ordonnansie of regsgeeding wat hom verplig om namens 'n werknemer 'n betaling te doen;
- (e) 'n *pro rata*-bedrag ten opsigte van die tydperk van sulke afwesigheid, wanneer 'n werknemer van die werk afwesig is as gevolg van die sluiting van 'n bedryfsinrigting ingevolge onderlinge ooreenkoms tussen 'n werkgewer en minstens 75 persent van sy werknemers;

- (f) Deduction in respect of board and/or lodging in terms of clause 26 of this part of the Agreement.
- (g) With the written consent of the employee, deductions for subscriptions to a trade union which is a party to this Agreement.
- (h) Deductions in terms of clause 14 of Part II of the Agreement.

(4) Where, in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

10. INCENTIVE BONUS.

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

- (i) The conditions specified in this Agreement in respect of overtime, night shift work and work performed on Sundays and on public holidays specified in this Agreement shall be calculated at the hourly rate of that class of work scheduled in this Agreement.
- (ii) Incentive bonus rates shall be fixed by mutual arrangement between the employer and the employee who is to perform the work, the shop steward to be consulted, if desired by either of the parties.
- (iii) In the event of a dispute in the incentive bonus rate and failing an arrangement being made in settlement between the parties, the matter shall forthwith be referred by one or both of the aggrieved parties to the Council.
- (iv) Pending an arrangement being made regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Council in terms of paragraph (iii) the employee shall proceed with the job in accordance with the incentive bonus rate allowed by the management.
- (v) Any adjustment determined upon the Council in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.
- (vi) Time during which an employee is abnormally prevented from proceeding with his work, shall, if the employee is required to stand by, be paid for at the hourly rate for that class of work scheduled in this Agreement with Agreement conditions in respect of overtime and night shift when applicable. Time during which an employee is standing by shall not be taken into account in calculating bonus earnings.
- (vii) No payment shall be made for delays which are normal in the establishment concerned, and which have been considered when fixing the time allowance.
- (viii) No rate agreed upon between an employer and employee shall be considered to be satisfactory if such rate does not enable an employee employed on an incentive bonus system to earn not less than 10 per cent above the rate scheduled in this Agreement for the occupation concerned.
- (ix) In all cases the employee shall be guaranteed the hourly rate for his class of work irrespective of earnings, for the hours worked.
- (x) An employee engaged on an incentive bonus system shall be paid on the normal pay day of each week.
- (xi) No incentive bonus rate or basic times once established may be altered except for the following reasons:—
 - (1) A mistake in the calculation of either side; or
 - (2) the material, means or method of production or the quantities are changed; or
 - (3) a manual arrangement has been made between the employer and the employee in the same way as a new price is arranged.
- (xii) The Council may, for any reason which it deems fit, prohibit any establishment from working under an incentive bonus system.
- (xiii) No apprentice may be engaged on incentive bonus work.

11. TRAVELLING AND SUBSISTENCE ALLOWANCE.

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

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

(f) bedrae vir etes en/of huisvesting ooreenkomstig klousule 26 van dié deel van die Ooreenkoms;

(g) met die skriftelike toestemming van die werknemer, bedrae vir ledegeld aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is.

(h) Bedrae ingevolge klousule 14 van Deel II van die Ooreenkoms.

(4) Waar werk in 'n bedryfsinrigting of 'n plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgewer eike werknemer sy verdienste uitbetaal.

10. AANSPOINGSBONUS.

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

- (i) Die voorwaardes in hierdie Ooreenkoms genoem met betrekking tot oortyd, nagskofwerk en werk op Sondag en op openbare vakansiedae, soos genoem in die Ooreenkoms, moet bereken word teen die uurloon vir daardie klas werk in hierdie Ooreenkoms uiteengesit.
- (ii) Aansporingsbonuslone moet vasgestel word by onderlinge ooreenkoms tussen die werkgewer en die werknemer wat die werk moet verrig en die werkwinkelvertegenwoordiger moet geraadpleeg word as enigeen van die partye dit verlang.
- (iii) In die geval van 'n geskil oor die aansporingsbonusloon er wanneer die partye nie tot 'n skikking kan geraak nie, moet die saak onmiddellik deur een of alby van die gegriefde partye na die Raad verwys word.
- (iv) In afwagting van 'n ooreenkoms met betrekking tot die aansporingsbonusloon, of wanneer die aansporingsbonusloon na die Raad verwys word kragtens paragraaf (iii) moet die werknemer aangaan met die werk teen die aansporingsbonusloon wat deur die bestuur toegestaan word.
- (v) Alle aanpassings wat deur die Raad ten gunste van die werknemer vasgestel word, is op hom van toepassing met ingang van die datum waarop die saak na die Raad verwys is.
- (vi) Vir alle tyd wat 'n werknemer abnormaal verhinder word om sy werk te verrig en van die werknemer vereis word om hom vir werk gereed te hou, moet betaal word teen die loon vir daardie klas werk in hierdie Ooreenkoms; uiteengesit met Ooreenkomsvoorwaardes ten opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer gereedstaan, moet nie in ag geneem word wanneer bonus verdienste bereken word nie.
- (vii) Geen betaling word gedoen vir verdragings wat normaal vir die betrokke bedryfsinrigting is nie en waarmee by die vaststelling van die tydtoelating rekening gehou is nie.
- (viii) Geen skaal waarop 'n werkgewer en 'n werknemer ooreenkom kan as bevredigend beskou word nie, tensy daardie skaal 'n werknemer wat op 'n aansporingsbonusstelsel in diens is, in staat stel om minstens 10 persent bo die basiese loon wat hierin vir die betrokke soort werk vasgestel is te verdien.
- (ix) In alle gevalle moet die werknemer die uurloon vir sy klas werk gewaarborg word, ongeag die verdienste vir die uurwerk.
- (x) 'n Werknemer wat volgens 'n aansporingsbonusstelsel werk moet op die gewone betaaldag van elke week betaal word.
- (xi) Geen aansporingsbonusloon of basistye kan, nadat dit vasgestel is, verander word nie, behalwe om die volgende redes:—
 - (1) 'n Fout in die berekening deur een van die partye; of
 - (2) by verandering van die materiaal, produksiemiddels of produksiemetodes of die hoeveelhede; of
 - (3) daar tussen die werkgewer en die werknemer 'n onderlinge reëling getref is op dieselfde manier as waarop 'n nuwe prys gereël word.
- (xii) Die Raad kan om enige rede wat hy mag goed vind 'n bedryfsinrigting verbied om volgens 'n aansporingsbonusstelsel te werk.
- (xiii) Geen vakleerling mag vir aansporingsbonuswerk in diens geneem word nie.

11. VERVOER EN ONDERHOUDSTOELAE.

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

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

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

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

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

(a) In the event of the employer no longer requiring the services of the employee on the job in question, but being prepared to employ the same employee on another job at a different place, the employer shall—

(i) advise the employee in writing the further employment is available at a different place;

(ii) at the completion of one month of employment or the completion of the job, whichever is the sooner, refund to an employee presenting himself for employment in terms of sub-paragraph (i), the cost of one single second class rail accommodation for the journey so undertaken.

(b) In the event of an employer to give notification in terms of paragraph (a) (i), but nevertheless re-employing the employee within a period of one month at a different place, the employee shall be entitled to the refund set out in paragraph (a) (ii).

12. TERMINATION OF EMPLOYMENT.

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

(a) the right of an employer or employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;

(b) any agreement between an employer and employee providing for a longer period of notice than one clear working day; and further provided that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

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

13. HOLIDAY AND UNEMPLOYMENT PAY.

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

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

(2) If an employee does not work on Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever Day of Covenant, Christmas Day or New Year's Day falls on Saturday an employee who does not work on such day shall be paid at his average ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period of Monday to Friday inclusive; and provided further that this sub-clause shall not apply to an employee who is on paid holiday in terms of sub-clause (3) of this clause. For purposes of this sub-clause, the average ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate scheduled in this Agreement for the class of work being performed.

(3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' paid holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 291 shifts (whether worked for one or more employers) exclusive of overtime, actually worked on a six-day working

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

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

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

(a) Ingeval die werkgever nie langer die werknemer se diens vir die bepaalde werk nodig het nie, maar bereid is om dieselfde werknemer op 'n ander werk te laat werk, moet die werkgever—

(i) die werknemer skriftelik in kennis stel dat verder diens op 'n ander plek beskikbaar is;

(ii) by voltooiing van een maand se diens, of, na gelang van die vroegste, die voltooiing van die werk, 'n werknemer wat hom vir diens kragtens subparagraaf (i) aanbied, die koste van een enkelreisspoorwegkaartjie, tweede klas, vir die reis wat aldus onderneem is, terugbetaal.

(b) Ingeval 'n werkgever versuim om die kennisgewing kragtens paragraaf (a) (i) te gee, maar die werknemer tog binne 'n tydperk van een maand op 'n ander plek in diens neem, is die werknemer geëgtig op die terugbetaling soos in paragraaf (a) (ii) voorgeskryf.

12. DIENSBEÏNDIGING.

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

(a) op 'n werkgever of 'n werknemer se reg om die dienskontrak sonder voorafgaande opsegging om regsgeldige rede te beëindig;

(b) op 'n ooreenkoms tussen 'n werkgever en werknemer wat voorsiening maak vir 'n langer termyn van diensopsegging as een volle werkdag; en voorts met dien verstande dat 'n werkgever 'n werknemer loon kan betaal vir en in plaas van die voorgeskrewe termyn van opsegging, of die opsegging soos ooreengekom.

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

13. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

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

(1) Behoudens die bepalinge van subklousule (2) van hierdie klousule, moet verlofbetalings wat in hierdie klousule voorgeskryf word, bereken word teen die loon wat die werknemer op die datum van kwalifisering ontvang, behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, wie se verlofbetalings bereken moet word volgens die gemiddelde weeklikse verdienste, sonder oortyd, oor die laaste drie maande wat werklik volgens aansporingsbonusse gewerk is voor die verlof verskuldig geword het, of na gelang van die kortste tydperk, oor die getal weke wat werklik gedurende die tydperk van diens volgens aansporingsbonusse gewerk is.

(2) As 'n werknemer nie op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag minstens sy gewone besoldiging betaal asof hy op daardie dag sy gewone gemiddelde werke vir daardie dag van die week gewerk het; met dien verstande dat wanneer Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op daardie dag werk nie, sy gewone gemiddelde uurloon betaal moet word vir die getal ure waarvoor hy betaal sou gewees het as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en voorts met dien verstande dat hierdie subklousule nie van toepassing is op 'n werknemer wat met betaalde verlof kragtens subklousule (3) van hierdie klousule is nie. Vir die toepassing van hierdie subklousule is die gewone gemiddelde uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die loon in dié Ooreenkoms voorgeskryf vir die klas werk wat verrig word.

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

(a) Die kwalifikasie vir daardie verlof is 291 skofte (hetsy vir een of meer werkgevers gewerk), sonder oortyd, wat werklik gewerk is op die basis van 'n sesdaagse

week basis, or 49 calendar weeks of employment in the case of an employee working a five-day week basis; provided that—

- (i) subject to sub-paragraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, as the case may be, with the same employer shall not count for leave purposes; provided that an employee who is laid off, after working 18 shifts or three calendar weeks, as the case may be, shall be credited with the number of shifts of calendar weeks actually worked for leave purposes;
- (ii) where an employee's service with the same employer is broken in terms of sub-paragraph (i) hereof, and he resumes work for the same employer, he shall be credited for holiday leave purposes with the total number of shifts or calendar weeks, as the case may be, worked with such employer; provided that he does not work for another employer in the interim;
- (iii) any period of absence on account of sickness aggregating not more than 52 shifts or eight and two-thirds calendar weeks, as the case may be, in any one year of service shall count for holiday purposes; provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes; provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, and the periods of absence counting for holiday purposes shall be the periods of disablement admitted by the said Act;
- (iv) any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or five-sixths of a week, as the case may be, worked toward his holiday qualification, with a maximum penalty of 30 shifts or five calendar weeks, in any one qualifying period for paid leave; provided that notification of such absence shall be made by the employer, in writing to the Council within seven days of such absence;
- (v) periods of absence on the additional week's leave or accumulations thereof provided for in sub-clause (9) of this clause shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.

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

(c) Should either Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.

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

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

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

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

(4) (a) At the end of each and every calendar month and not later than seven days after the end of such calendar month, every employer shall, forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled, in respect of the said calendar month, and shall furnish a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes less any deductions compelled by Law for Income Tax. A copy of this voucher shall be handed to the employee concerned.

(b) Any employer who does not wish to remit to the Council monthly the Holiday and unemployment pay or special bonus prescribed in terms of sub-clause (4) (a) of this clause, and sub-clause (3) of clause 14, may be exempted from doing so on production of evidence to the satisfaction of the Council that the moneys due and/or accruing are adequately safeguarded by means of a surety issued by an approved bank, insurance

werkweek, of 49 kalenderweke diens in die geval van 'n werknemer wat op dié basis van 'n vyfdaagse week werk; met dien verstande dat—

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

(ii) as 'n werknemer se diens by dieselfde werkgever onderbreek word soos in subparagraaf (i) hiervan bepaal, en hy vir dieselfde werkgever die werk hervat, moet hy vir verlofdoeleindes gekrediteer word met die totale getal skofte, of kalenderweke, na gelang van die geval, wat by daardie werkgever gewerk is; met dien verstande dat hy intussen nie vir 'n ander werkgever werk nie;

(iii) enige tydperk van afwesigheid weens siekte van altesame hoogstens 52 skofte of, na gelang van die geval, 8½ kalenderweke in 'n jaar diens, tel vir verlofdoeleindes; met dien verstande dat 'n werkgever geregtig is om van die werknemer te vereis om, as bewys van die oorsaak van afwesigheid, 'n doktersertifikaat voor te lê. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes meetel; met dien verstande dat daar t.o.v. daardie ongeluk gereken word dat dit binne die bepaling van die Ongevallewet val, en die tydperke van afwesigheid wat vir die verlofdoeleindes meetel is die tydperke van ongeskiktheid wat in genoemde Wet erken word;

(iv) enige werknemer wat van sy werk wegbly sonder om daarvoor bevredigende redes op te gee wat vir sy werkgever aanneemlik is, verbeur ten opsigte van elke skof of werkdag wat hy deur sodanige afwesigheid verloor, vyf skofte of, na gelang van die geval, 5/6des van 'n week wat vir sy verlofkwalifikasie gewerk is, met 'n maksimum boete van 30 skofte of vyf kalenderweke in enige kwalifiseertyd vir verlof met betaling; met dien verstande dat die werkgever binne sewe dae na daardie afwesigheid die Raad skriftelik daarvan in kennis moet stel;

(v) tye van afwesigheid op grond van die ekstra week verlof op ophopings daarvan waarvoor voorsiening in subklousule (9) van hierdie klousule gemaak word, tel vir die verlofkwalifikasie in die mate van die getal skofte wat die betrokke werknemer normaalweg gedurende daardie tye sou gewerk het.

(b) Die verlof moet vier naweke insluit en vir 'n ononderbroke tydperk wees.

(c) Wanneer Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag binne die tydperk van die verlof val, moet die tydperk met een dag met volle betaling vir elk van daardie dae verleng word.

(d) 'n Werknemer moet binne een maand vanaf die datum waarop hy op verlof geregtig is, daarom aansoek doen.

(e) Die verlof moet deur die werkgever so toegestaan word dat dit begin binne 'n tydperk van drie maande vanaf die datum waarop dit die werknemer toeval.

(f) 'n Werknemer is geregtig op verlof en moet dit neem binne 'n tydperk van drie maande vanaf die datum waarop dit hom toeval, tensy vrystelling deur die Raad verleen word.

(g) Geen werknemer mag gedurende die tydperk van sy verlof in enige diens vir winsbejag werk nie.

(4) (a) Aan die einde van elke kalendermaand en nie later as sewe dae na die einde van sodanige kalendermaand moet elke werkgever aan die Sekretaris van die Raad die geld wat gelyk is aan die vakansiebetaling waarop alle of enigeen van sy werknemers ten opsigte van genoemde kalendermaand geregtig is, stuur en 'n betaalbewys uitreik wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en die getal skofte vermeld wat vir verlofdoeleindes tel, min enige bedrae wat ingevolge die Wet vir Inkomstebelasting afgetrek moet word. 'n Afskrif van hierdie betaalbewys moet aan die betrokke werknemer oorhandig word.

(b) 'n Werkgever wat nie maandeliks aan die Raad die verlof- en werkloosheidsbetaling of spesiale bonus voorgeskryf ingevolge subklousule (4) (a) van hierdie klousule, en subklousule (3) van klousule 14, wil stuur nie, kan daarvan vrygestel word deur tot tevredenheid van die Raad bewys te lewer dat die gelde wat betaalbaar is en/of oploep genoenigsaam beveilig is deur middel van 'n sekerheid wat deur 'n erkende bank, versekeringsmaatskappy of soortgelyke

company or similar financial institution to the effect that such moneys are safeguarded, and will be forwarded to the Secretary of the Council not later than fourteen days prior to the time that the employee is due to proceed on annual leave. At the same time the holiday money is remitted to the Council in terms of this sub-clause the employer shall furnish the Council with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes less any deductions compelled by Law for Income Tax. A copy of this voucher shall be handed to the employee concerned.

- (i) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him, on his ceasing work to go on holiday, through the offices of the Council on production by the employee of the voucher issued to him in terms of paragraph (b).
 - (ii) The employer shall, not later than fourteen days prior to the time that the employee is due to proceed on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes together with the employee's voucher as prescribed in sub-clause (4) (b) of this clause.
- (5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of sub-clause (3) of this clause, he shall be credited with the proportionate number of shifts or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts or calendar weeks of employment, as the case may be, which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled.
- (6) (a) Where the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher or vouchers to the Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted, the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions, either when next he qualifies for leave or becomes unemployed for a longer period than six days.
- (b) Any employee claiming and receiving payment in terms of paragraph (a) of this sub-clause shall, on obtaining further employment in the Industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this clause the leave equivalent of such balance shall be credited to him.
- (7) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself, as the case may be, through the Council.
- (8) (a) An employee who has been furnished with a voucher in terms of sub-clause (5) of this clause and is no longer employed in the Industry, shall on production of a written proof acceptable to the Council that he is no longer employed in the Industry be entitled, subject to paragraph (b) of this sub-clause, on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.
- (b) Any voucher issued to an employee in terms of sub-clause (5) of this clause shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payment from the funds of the Council to such employee as is referred to herein.
- (9) (a) An employee who has been in continuous employment with one establishment on qualifying for his tenth period of annual leave as provided for in terms of sub-clause (3) of this clause, and each year thereafter whilst

finansiële instelling uitgereik is, met dié strekking dat sulke gelde beveilig is, en dit moet nie later nie as veertien dae voor die tyd waarop die werknemer met jaarlikse verlof sal gaan, aan die Sekretaris van die Raad gestuur word. Terselfdertyd dat die verlofgeld ingevolge hierdie subklousule aan die Raad gestuur word, moet die werkgewer aan die Raad 'n bewys verskaf, opgestel in 'n vorm wat vir die Raad aanneemlik is en wat die getal skofte wat vir verlofdoeleindes tel, min enige aftrekkings wat by wet vir inkomstebelasting afgetrek moet word, vermeld. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word. Vir die toepassing van subklousule (4) (b) —

- (i) wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die gelde aan hom betaalbaar vir die doeleindes van sulke verlof, op die tydstip wat hy ophou met werk met die doel om met verlof te gaan, deur bemiddeling van die kantore van die Raad aan hom betaal word wanneer hy die bewys toon wat ingevolge paragraaf (b) aan hom uitgereik is.
 - (ii) die werkgewer moet, nie later nie as veertien dae voor die tyd dat die werknemer met jaarlikse verlof sal gaan, aan die Raad 'n verlofbetaalbewys stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening vir verifikasiedoeleindes bevat, tesame met die werknemer se betaalbewys soos in subklousule (4) (b) van hierdie klousule voorgeskryf.
- (5) Wanneer 'n werknemer se diens eindig voordat hy geregtig is op verlof met besoldiging kragtens subklousule (3) van hierdie klousule, moet hy gekrediteer word met die ooreenstemmende getal skofte, of, na gelang van die geval, kalenderweke diens. Die werkgewer moet aan die werknemer by sy vertrek 'n bewys uitreik wat die getal skofte, of, na gelang van die geval, kalenderweke diens vermeld, wat vir verlofdoeleindes meetel en onmiddellik die geld gelyk aan die verlof waarop die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.
- (6) (a) As die tydperk van werkloosheid tussen die een diens en die ander meer as ses dae bedra, is 'n werknemer wat sy bewys of bewyse by die Nywerheidsraad indien, gedurende elke week van sy werkloosheid geregtig op uitbetaling van die bedrag waarmee hy gekrediteer staan van minstens R4 of, na gelang van die kleinste bedrag, die bedrag waarmee hy gekrediteer staan, maar, na gelang van die grootste, hoogstens die halfloon teen die loon wat hy betaal is toe die werkloosheid begin het, tot daardie tyd waarop die krediet wat op die bewys of bewyse aangetoon word, uitgeput is. Ingeval die werknemer weer werk kry voordat daardie krediet uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word wat ooreenkomstig bogenoemde bepalings vir hom beskikbaar moet wees wanneer hy of vir sy volgende verlof kwalifiseer, of vir langer as ses dae werkloos word.
- (b) Enige werknemer wat aanspraak maak op betaling en betaling ontvang kragtens paragraaf (a) van hierdie subklousule, moet, wanneer hy verder in die Nywerheid werk kry, begin om vir verlof te kwalifiseer vanaf die datum van daardie indiensneming; met dien verstande dat wanneer daar 'n onopgeëiste balans is waarop hy kragtens hierdie klousule geregtig is om gekrediteer mee te word, hy met die verlofekkwalivalent van daardie balans gekrediteer moet word.
- (7) Wanneer 'n werknemer sterf, of in die loop van sy werk onbekwaam word om verder sy bedryf uit te oefen, moet dié bedrag wat aan hom verskuldig is ten opsigte van verlofbetaling, aan sy boedel of, na gelang van die geval, deur tussenkoms van die Nywerheidsraad aan hom uitbetaal word.
- (8) (a) 'n Werknemer aan wie 'n bewys kragtens subklousule (5) van hierdie klousule uitgereik is en wat nie langer in die Nywerheid in diens is nie, is by voorlegging van 'n skriftelike bewys aanneemlik vir die Raad dat hy nie meer in die Nywerheid werk nie, behoudens paragraaf (b) van dié subklousule, geregtig op betaling daarteen van elke onbetaalde balans waarmee hy in die boeke van die Raad gekrediteer staan, by voorlegging van die bewys aan die Raad.
- (b) Alle bewys wat kragtens subklousule (5) van hierdie klousule aan 'n werknemer uitgereik word, is geldig vir twee jaar vanaf die datum van die laaste skof deur dié werknemer gewerk, en bedrae in die krediet van 'n werknemer in die boeke van die Raad kom die fondse van dié Raad toe by verstryking van dié tydperk; met dien verstande egter dat die Raad alle eise moet oorweeg wat deur dié werknemer na verstryking van die tydperk ingedien word, en die Raad kan na goedgekeurde *ex gratia*-betalings uit die fondse van die Raad doen aan werknemers hierin genoem.
- (9) (a) 'n Werknemer wat ononderbroke in diens by dieselfde bedryfsinrigting was, is, wanneer hy vir sy tiende tydperk van jaarlikse verlof kwalifiseer soos bepaal ooreenkomstig subklousule (3) van dié klousule, en elke

in the employ of the same establishment irrespective of whether the said establishment has changed ownership since the employee concerned was first employed shall be entitled to an extra week's paid leave at the employers convenience or to the equivalent value thereof provided that by mutual arrangement between the employer and employee—

- (i) the paid holiday referred to in sub-clause (3) 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 three such extra weeks' paid holiday.

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

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

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

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

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

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

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

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

14. SPECIAL BONUS.

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

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

Class.	Bonus Payable.
Class A—	
(i) Qualified employees whose minimum rate specified in this Agreement is the equivalent of 61·65c per hour or more at the date of qualification for their paid holiday.	A holiday bonus of R90.00 (ninety Rand) per annum calculated pro rata to the holiday qualification.
(ii) Employees employed at the date of coming into operation of this Agreement in occupations remunerated according to experience and whose minimum rate specified in this Agreement is the equivalent of 61·65 cents per hour or more at the date of qualification for their paid holiday.	

jaar daarna terwyl hy in diens by dieselfde bedryfsinrigting is, ongeag of genoemde bedryfsinrigting van eienaar verwissel het sedert die betrokke werknemer eerste in diens geneem is, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgewer gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge ooreenkoms tussen die werkgewer en werknemer—

- (i) die betaalde verlof wat in subklousule (3) van hierdie klousule voorgeskrif word, met 'n ekstra week verleng kan word; of
- (ii) die ekstra week verlof van die kwalifiseerjaar uitgestel kan word en deur die werknemer opgehoop kan word tot hy vir drie van daardie ekstra weke verlof met betaling kwalifiseer.

(b) As die werkgewer en werknemer ooreenkom, soos bepaal in paragraaf (a) (ii) van dié subklousule, en die werknemer vir drie van daardie ekstra weke verlof met betaling gekwalifiseer het (hierna „die opgeloopte verlof” genoem), moet die werkgewer die opgeloopte verlof toestaan, en die werknemer moet dit neem, wanneer die verlof met betaling, soos voorgeskrif in subklousule (3) van hierdie klousule, aan hom toestaan en deur hom geneem word, tensy, soos gedoen kan word, die werkgewer en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgewer in ieder geval die werknemer die geleentheid moet gee om die opgeloopte verlof te neem in die tydperk voordat hy vir sy eersvolgende verlof met betaling kwalifiseer, en indien die werknemer in gebreke bly om die opgeloopte verlof in daardie tydperk te neem, verbeur hy sy reg daarop.

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

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

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

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

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

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

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

14. SPESIALE BONUS.

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

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

Klas.	Bonus betaalbaar.
Klas A—	
(i) Gekwalifiseerde werknemers wie se minimum loon in dié Ooreenkoms gespesifiseer, gelykstaan met 61·65 sent per uur of meer op die datum van kwalifikasie vir hul betaalde verlof.	'n Verlofbonus van 90.00 (negentig rand) per jaar, <i>pro rata</i> op die verlofkwalifikasie bereken.
(ii) Werknemers wat op die datum waarop hierdie Ooreenkoms in werking tree in diens is in bedrywe waarvoor besoldiging volgens ondervinding geskied, en wie se minimum loon in dié Ooreenkoms gespesifiseer, gelykstaan met 61·65 sent per uur of meer op die datum waarop hulle vir hul betaalde verlof kwalifiseer.	

Class.	Bonus Payable.
Class B— All other employees not included in Class A hereof (other than apprentices, trainees, any category of Rates 8, 9, 10 and 11 work, labourers or watchmen.	An amount calculated at the rate of 8 per cent of the rate for his occupation scheduled in this Agreement for the hours an employee has actually worked, exclusive of overtime, after the date on which he last qualified for holiday leave or the date of his engagement, whichever is the later, adjusted as follows:— (i) Where the scheduled rate exceeds 53·59c per hour but does not exceed 60·14c per hour—less 26·71c per hour; (ii) where the scheduled rate exceeds 34·21c per hour but does not exceed 53·59c per hour—less 23·48c per hour; (iii) where the scheduled rate exceeds 26·62c per hour but does not exceed 34·21c per hour—less 12·89c per hour; (iv) where the scheduled rate exceeds 21c per hour but does not exceed 26·62c per hour—less 12·67c per hour.

(3) (a) Whenever an employer transmits to the Council holiday payments in terms of sub-clause (4) (a) of clause 13 of this Part of the Agreement, he shall, at the same time and in the manner set out hereunder, transmit the money equivalent of the special bonus specified for his class as contained under sub-clause (2) of this clause.

The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, calculated pro rata monthly, a copy of which shall be forwarded to the Secretary of the Council, within seven days after the end of each and every month along with the money equivalent of the holiday payments referred to in clause 13 (4) (a) of this Part of the Agreement.

(b) For the purposes of this sub-clause—

- (i) when an employee is about to take his leave, the moneys payable to him for the Special Bonus shall be paid to him, on his ceasing work to go on holiday, at the offices of the Council during the prescribed hours;
- (ii) except as is provided for under sub-clause (4) (b) of clause 13 of Part I of the Agreement in which case the provisions of sub-clause (4) (b) (i) and (ii) shall *mutatis mutandis* apply to such bonus moneys as are referred to under sub-clause (2) of clause 14 of this Part of the Agreement.

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

(5) For the purpose of this clause—

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

“qualified employees” means any employee who is remunerated according to experience and has qualified for the rate for his class of work specified as payable “thereafter”.

15. REGISTRATION OF EMPLOYEES.

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

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

(b) Any permission given in terms of paragraph (a) hereof may be withdrawn by the Council for any good and sufficient reason which it deems fit, and the employer shall on receipt of notification from the Council, forthwith dispense with the services of the

K'as.	Bonus betaalbaar.
Klas B— Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, kwekelinge, werknemers in diens op werk geklassifiseer in loongroepe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens).	'n Bedrag bereken teen 8 persent van die loon vir die werknemer beroep in dié Ooreenkoms voorgeskryf vir die ure, uitgesonderd oortyd, wat hy werklik gewerk het na die datum waarop hy laas vir vakansieverlof gekwalifiseer het, of die datum van sy indiensneming, nl. die jongste datum, wat soos volg aangepas moet word:— (i) Waar die vasgestelde loon 53·59c per uur te bowe gaan maar nie 60·14c per uur nie—min 26·71c per uur; (ii) Waar die vasgestelde loon 34·21c per uur te bowe gaan maar nie 53·59c per uur nie—min 23·48c per uur; (iii) waar die vasgestelde loon 26·62c per uur te bowe gaan maar nie 34·21c per uur nie—min 12·89c per uur; (iv) waar die vasgestelde loon 21c per uur te bowe gaan maar nie 26·62c per uur nie—min 12·67c per uur.

(3) (a) Wanneer 'n werkgewer aan die Raad verlofbetalings ingevolge subklousule (4) (a) van klousule 13 van hierdie Deel van die Ooreenkoms stuur, moet hy terselfdertyd en op dié wyse hieronder vermeld die geld wat gelyk is aan die spesiale bonus stuur wat vir sy klas bepaal is, soos in subklousule (2) van hierdie klousule soos volg vervat:—

Die werkgewer moet die bedrag daarvan op 'n betaalbewys inskryf wat aan die werknemer besorg moet word en wat die getal skofte vermeld wat vir die bonus tel, wat *pro rata* maandeliks bereken moet word, en binne sewe dae na die einde van elke maand 'n afskrif daarvan aan die Sekretaris van die Raad stuur, saam met die geld wat aan die verlofbetalings gelyk is en wat in klousule 13 (4) (a) van hierdie Deel van die Ooreenkoms genoem word.

(b) Vir die toepassing van hierdie subklousule—

- (i) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die gelde betaalbaar aan hom vir die spesiale bonus, op die tydstop wat hy ophou met werk om op vakansie te gaan, by die kantore van die Nywerheidsraad gedurende die voorgeskrywe ure aan hom betaal word.
- (ii) Uitgesonderd soos by subklousule 4 (b) van klousule 13 van Deel I van die Ooreenkoms bepaal word, wanneer die bepalings van subklousule (4) (b) (i) en (ii) *mutatis mutandis* op sulke bonusgelde van toepassing is soos by subklousule 2 van klousule 14 van hierdie Deel van die Ooreenkoms genoem.

(4) Wanneer dié diens van 'n werknemer eindig voordat hy geregtig word op betaalde verlof ingevolge dié bepalings van subklousule 3 van hierdie Deel van klousule 13 van Deel I van die Ooreenkoms, soos by subklousule 12 van klousule 3 van hierdie Deel toegepas, watter klousule ook al geld, moet die werknemer met 'n gedeelte van die bonus vir sy klas gespesifiseer, gekrediteer word in verhouding tot die getal skofte of kalenderweke diens wat vir verlofdoeleindes aan hom gekrediteer word. Die werkgewer moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word, waarop die getal skofte of kalenderweke diens wat vir verlofdoeleindes tel, uiteengesit word, en onmiddellik die geldekwivalent van die bonus aan die Sekretaris van die Raad stuur tesame met die geldekwivalent van die betaalde verlofkrediet.

(5) Vir die toepassing van hierdie klousule is—

- „verlofkwalifikasie” die kwalifikasie vir die betaalde verlof voorgeskryf in klousule 13 (3) (a) van dié Deel van die Ooreenkoms; en beteken
- „gekwalfiseerde werknemers” 'n werknemer wat volgens onderverinding besoldig word en wat vir die loon vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het.

15. REGISTRASIE VAN WERKNEMERS.

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

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

(b) Toestemming wat kragtens paragraaf (a) hiervan verleen word, kan deur die Raad om enige goeie en voldoende rede, wat hy goetvind, ingetrek word, en die werkgewer moet by ontvangs van so 'n kennisgewing van die Raad, onmiddellik afsien van die

juvenile and/or learner to whom the notification refers, or retain the juvenile's and/or learner's services at the full rate prescribed for the rate in question.

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

16. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

17. OUTWORK.

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

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

18. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement and Annexures hereto to any employer or employee, provided that no exemption from sub-clause (6) of clause 5 of this part and from sub-clause (4) of clause 1 of part IV of this Agreement shall be granted to, or in respect of, any female employee engaged on manual work. Applications for exemptions shall be made to the Secretary of the Council.

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

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

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions subject to which exemption is granted;
 - (d) the period during which the exemption shall operate.
- (4) The Council shall cause—
- (a) all licences issued to be numbered consecutively;
 - (b) a copy of each licence issued to be retained and a copy of each licence issued to be forwarded to the Divisional Inspector of Labour of the area in respect of which the licence is issued.
 - (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

19. SUPERVISORY WORK.

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

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

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

20. EMPLOYMENT OF TRADE UNION LABOUR.

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

- (a) employees performing work for which a minimum rate of 64.20 cents per hour is prescribed in this Agreement and/or Annexures B to F hereto;
- (b) other employees for whom a rate of 61.65 cents per hour or more is prescribed in the Agreement and/or Annexures B to F hereto, if such employees have been employed in the industry for a period of not less than six months and are eligible for membership of one of the trade unions in accordance with their respective constitutions.

dienste van die jeugdige en/of leerling op wie die kennisgewing betrekking het, of die jeugdige en/of leerling se dienste behou teen die volle loon wat vir die betrokke loongroep voorgeskryf word.

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

16. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

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

17. BUITEWERK.

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

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

18. VRYSTELLINGS.

(1) Die Raad kan aan werkgevers of werknemers vrystelling van enigeen van die bepalings van hierdie Ooreenkoms en die aanhangsels verleen; met dien verstande dat geen vrystelling van subklousule (6) van klousule 5 van dié Deel en van subklousule (4) van klousule 1 van Deel IV van die Ooreenkoms verleen mag word aan of ten opsigte van 'n vroulike werknemer wat hande-arbeid doen nie. Aansoeke om vrystelling moet aan die Sekretaris van die Raad gerig word.

(2) Die Raad moet die voorwaardes behoudens waarvan daardie vrystelling verleen word, vasstel; met dien verstande dat die Raad, na goedgekeurde en nadat een week skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat kan intrek, selfs al het die termyn waarvoor daardie vrystelling verleen is, nie verstryk nie.

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

- (a) Die volle naam van die betrokke persoon;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop daardie vrystelling verleen word;
 - (d) die termyn waarvoor die vrystelling van krag is.
- (4) Die Raad moet toesien dat—
- (a) alle sertifikate wat uitgereik word, in volgorde genummer is;
 - (b) van elke sertifikaat wat uitgereik word moet 'n afskrif gehou word en van elke sertifikaat wat uitgereik word, moet 'n afskrif opgestuur word na die Afdelingsinspekteur van Arbeid vir die gebied ten opsigte waarvan die sertifikaat uitgereik word;
 - (c) 'n afskrif van die sertifikaat moet aan die betrokke werkgever gestuur word wanneer die vrystelling aan 'n werknemer verleen word.

19. OPSIGTERSWERK.

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

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

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

20. INDIENSNEMING VAN VAKVERENIGINGARBEID.

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

- (a) werknemers wat werk verrig waarvoor in hierdie Ooreenkoms en/of aanhangsels B tot F hiervan 'n minimum loon van 64.20 sent per uur voorgeskryf word;
- (b) ander werknemers vir wie in hierdie Ooreenkoms en/of aanhangsels B tot F hiervan 'n loon van 61.65 sent en meer per uur voorgeskryf word, as daardie werknemers vir 'n tydperk van minstens ses maande in die Nywerheid in diens is en vir lidmaatskap van een van die vakverenigings ooreenkomstig hul onderskeie konstitusies in aanmerking kom.

(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 his employment in the Industry refused any invitation from the trade union concerned to apply for membership thereof, the provisions of this clause shall immediately come into operation.

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

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

21. WORKING PARTNERS.

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

22. PROPORTION OR RATIO OF ELECTRICIANS OR JOURNEYMEN TO OTHER EMPLOYEES.

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

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

23. ADMINISTRATION OF AGREEMENT.

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

24. EXHIBITION OF NOTICES.

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

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

25. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

An Agent shall be entitled to enter any establishment and may question the employer or any employees and inspect the records of wages paid, time worked and payment made for overtime and incentive bonus work for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

26. BOARD AND LODGING.

No employee shall be required, as part of his contract of service, to board or lodge or both with his employer, or to purchase any goods or hire any property from his employer or any other person specified by his employer. An employee who agrees to accept board or lodging, or both, from his employer shall not be required or allowed to pay per week more than 60 cents for board and lodging or 35 cents for board only, or 25 cents for lodging only; provided such lodging has been approved by the Council and the local authorities concerned.

27. ILLNESS AND/OR INJURY ON DUTY ALLOWANCE.

(a) *Illness Allowance.*—Whenever an employee who is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, is absent from work due to illness, he shall for the day or days absent during the first week of such absence be paid an hourly allowance as prescribed in (c) hereof; provided that an employer who is required to pay such allowance may require the employee to produce a medical certificate in respect of such absence before payment is made.

(b) *Injury on Duty Allowance.*

(i) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund he shall be paid an hourly allowance as prescribed in (c) hereof for the hours he is absent from work for any day or days not recognised as compensable in terms of the said Act, up to a maximum of three days.

(ii) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, he shall be paid an hourly allowance as prescribed in (c) hereof for the hours he is absent from work on any day or days up to a maximum of the first week of such absence.

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

(3) Afsien van die regte van 'n persoon kragtens artikel een-en-veertig (10) van die Wet kan die Raad om 'n regsgeldige rede, vrystelling van die bepalings van subklousule (1) verleen, en voorts is genoemde subklousule nie van toepassing nie op persone wat na die mening van die Raad, sonder goeie rede, lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en die aansoeker die Raad in kennis gestel het van dié weiering.

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

21. WERKENDE VENNOTE.

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

22. GETALSHOUDE VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER WERKNEMERS.

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

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

23. ADMINISTRASIE VAN OOREENKOMS.

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

24. VERTONING VAN KENNISGEWINGS.

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

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

25. AGENTE.

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

26. ETES EN HUISVESTING.

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

27. SIEKTE EN/OF BESERING-OP-DIENS-TOELAE.

(a) *Siektoelae.*—Wanneer 'n werknemer wat nie deur die bepalings van die Siekefonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaa) gedek is nie, weens siekte van die werk afwesig is, moet hy ten opsigte van die dag of dae wat hy afwesig is, gedurende die eerste week van sodanige afwesigheid 'n uurtoelae betaal word soos in (c) hiervan voorgeskryf; met dien verstande dat 'n werkgewer van wie vereis word om sodanige toelae te betaal, van die werknemer kan vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid te verskaf voordat betaling geskied.

(b) *Besering-op-diens-toelae.*

(i) Wanneer 'n werknemer van die werk afwesig is as gevolg van 'n besering of ongeskiktheid wat binne die bepalings van die Ongevallewet, 1941, val, en so 'n werknemer deur die bepalings van die Siekefonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaa) gedek word, moet hy 'n uurtoelae betaal word soos in (c) hiervan voorgeskryf vir die ure wat hy van die werk afwesig is vir enige dag of dae wat nie ingevolge genoemde Wet as skadeloosstelbaar erken word nie, tot 'n maksimum van drie dae.

(ii) Wanneer 'n werknemer van die werk afwesig is as gevolg van 'n besering of ongeskiktheid wat binne die bepalings van die Ongevallewet, 1941, val en sodanige werknemer nie deur die bepalings van die Siekefonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaa) gedek word nie, moet hy 'n uurtoelae betaal word soos voorgeskryf word in (c) hiervan ten opsigte van die ure wat hy van die werk afwesig is op enige dag of dae tot 'n maksimum van die eerste week van sodanige afwesigheid.

(c) *Wage Group.*

	<i>Illness or Injury on Duty (Hourly) Allowance.</i>
	<i>Cents.</i>
Exceeding R26.33 per week.....	24·71
Exceeding R21.14·5 per week but not exceeding R26.33 per week.....	21·48
Exceeding R11.97·5 per week but not exceeding R21.14·5 per week.....	11
R11.97·5 per week and under.....	10·67

For the purpose of determining an employee's wage group the hourly rate scheduled in the Agreement for the class of work of that employee multiplied by 45 shall be the wage, except for employees employed under Part II of this Agreement when the hourly rate multiplied by 40 shall be his wage.

28. REGISTRATION OF EMPLOYERS.

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

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

- (i) His full names;
- (ii) his address;
- (iii) the trades or operations carried out by him.

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

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

(iii) Any employer who fails to register with the Council in terms of this clause shall be deemed to be conducting an establishment for electrical installation and/or maintenances and/or servicing and/or work on electrical equipment n.e.s. as provided for in Division 1 (Annexure B) and clause 4 (2) of this Part of the Agreement.

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

29. EXPENSES OF THE COUNCIL.

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

- (1) Every employer entering the industry after the date of coming into force of this Agreement, shall pay an amount of R8.40 within one month of becoming engaged in the Industry.
- (2) Each employee and each employer shall contribute to the funds of the Council on the following scale:—

Class.	Column A.	Column B.	Column C.
		Employee's Contributions.	Employer's Contributions.
		<i>Per Week. Cents.</i>	<i>Per Week. Cents.</i>
I	Employees whose prescribed rate is 76·98 cents per hour or more.....	10	10
II	Employees whose prescribed rate is 64·20 cents per hour or more, but less than 76·98 cents.....	7½	7½
III	Employees whose prescribed rate is 48·18 cents per hour or more, but less than 64·20 cents.....	5	5
IV	Employees whose prescribed rate is 25·45 cents per hour or more, but less than 48·18 cents.....	3	3
V	Employees whose prescribed rate is less than 25·45 cents per hour, apprentices and minors employed in designated trades during probationary period of employment.....	2	2
VI	General labourers irrespective of the wages paid.....	1	1

(c) *Loongroep.*

	<i>Siekte of besering op diens (uurtoelae). Sent.</i>
Meer as R26.33 per week.....	24·71
Meer as R21.14·5 per week maar hoogstens R26.33 per week.....	21·48
Meer as R11.97·5 per week maar hoogstens R21.14·5 per week.....	11
R11.97·5 per week en minder.....	10·67

Vir die doel om 'n werknemer se loongroep te bepaal, is die uurloon wat in die Ooreenkoms vir dié klas werk van daardie werknemer, met 45 vermenigvuldig, die loon, uitgesonderd vir 'n werknemer wat kragtens Deel II van hierdie Ooreenkoms in diens geneem is, wanneer die uurloon met 40 vermenigvuldig, sy loon is.

28. REGISTRASIE VAN WERKGEWERS.

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

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

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

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

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

(iii) Daar word beskou dat 'n werkgever wat versuim om hom kragtens hierdie klousule by die Raad te registreer, 'n bedryfsinrigting bestuur vir elektriese installasie en/of onderhoud en/of diens en/of werk aan elektriese uitrusting n.e.v. soos bepaal in Afdeling 1 (Aanhangsel B) en klousule 4 (2) van dié Deel van die Ooreenkoms.

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

29. UITGAWES VAN DIE RAAD.

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

- (1) Elke werkgever wat na die datum van die inwerkingtreding van die Ooreenkoms in die nywerheid kom, moet binne een maand nadat hy tot die Nywerheid toetree, 'n bedrag van R8.40 betaal.
- (2) Elke werknemer en elke werkgever moet ooreenkomstig die volgende skaal tot die Raadsfonds bydra:—

Klas.	Kolom A.	Kolom B.	Kolom C.
		Werknemers se bydraes.	Werkgewers se bydraes.
		<i>Per week. Sent.</i>	<i>Per week. Sent.</i>
I	Werknemers wie se voorgeskrewe loon 76·98 sent per uur of meer is.....	10	10
II	Werknemers wie se voorgeskrewe loon 64·20 sent per uur of meer is, maar minder as 76·98 sent.....	7½	7½
III	Werknemers wie se voorgeskrewe loon 48·18 sent per uur of meer is, maar minder as 64·20 sent.....	5	5
IV	Werknemers wie se voorgeskrewe loon 25·45 sent per uur of meer is, maar minder as 48·18 sent.....	3	3
V	Werknemers wie se voorgeskrewe loon minder as 25·45 sent per uur is, minderjariges en vakleerlinge in diens in aangewese bedrywe gedurende hul proefdiens tyd.....	2	2
VI	Algemene arbeiders, ongeag die loon wat betaal word.....	1	1

- (3) The amounts shown in Column B of the table shall be deducted by the employer from the wages of the employee.
- (4) To the amounts thus deducted from the wages of his employees, each employer shall add the amounts shown in column C of the table and forward the total sum together with the covering statement prescribed in Annexure A hereto to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 807 "Monte Carlo", Heerengracht, Foreshore, Cape Town, not later than the fifteenth day in each month.
- (5) In any instance where no contributions are payable as provided for in sub-clauses (2), (3) and (4) hereof or the total amount payable under sub-clause (4) is less than one rand, the total amount referred to in sub-clause (4) shall be supplemented by the employer by such amount as to make the total a minimum payment of one rand in each month.

30. STORAGE, INSURANCE AND PROVISION OF TOOLS.

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

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

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

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

(3) An employer when issuing tools and/or instruments on loan to an employee shall recover the cost or replacement of any tools and/or instruments that the employee has signed for and is unable to return.

31. CERTIFICATE OF SERVICE.

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

PART II.

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

1. CLASSIFICATION.

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

2. DEFINITIONS.

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

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

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

(3) Die bedrae in kolom B van die tabel aangetoon moet deur die werkgewer van die loon van sy werknemer afgetrek word.

(4) By die bedrae wat aldus van die loon van sy werknemers afgetrek word, moet elke werkgewer die bedrae wat in kolom C van die tabel aangetoon word, voeg, en die totale som, saam met die dekkende opgawe soos voorgeskryf in Aanhangsel A hiervan, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad, voor of op die vyftiende dag van elke maand, stuur.

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

30. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

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

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

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

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

(3) Wanneer 'n werkgewer gereedskap en/of instrumente op bruikleen aan 'n werknemer uitreik, moet hy die koste of vervanging van enige gereedskap en/of instrumente waarvoor die werknemer geteken het maar nie in staat is om terug te besorg nie van hom verhaal.

31. DIENSSERTIFIKAAT.

Wanneer 'n werknemer by diensbeëindiging 'n werkgewer aldus versoek, moet hy aan eersgenoemde 'n dienssertifikaat verskaf met daarop die volle naam van die werkgewer en werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging op daardie datum van sodanige beëindiging; met dien verstande dat waar in hierdie Ooreenkoms die loon van 'n werknemer volgens lengte van diens bepaal word, dit die plig van die werknemer is om 'n dienssertifikaat aan sy nuwe werkgewer by diensverandering in te dien ten einde op dié besoldiging wat vir lengte van diens voorgeskryf is, geregtig te word.

DEEL II.

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

1. INDELING.

Hierdie afdeling maak Deel II van die Ooreenkoms uit.

2. WOORDOMSKRYWING.

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

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

- (a) Materiaal laai of aflaai;
- (b) groewe in mure en betonvloere vir pypleidings uitkap en uitsny, in beton- en steenwerk boor;
- (c) skroefdraad aan pype sny;
- (d) vakmanne help waar ook al nodig, maar nie vakmanswerk verrig nie.

3. WAGES AND/OR EARNINGS.

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

Rate 1—Electrician's work.....	80.46 cents per hour.
Rate 12—Labourer's work.....	22 cents per hour.

4. SHIFTS AND HOURS OF WORK.

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

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

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

5. HOLIDAY AND UNEMPLOYMENT PAY.

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

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

(2) If an employee does not work on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever Day of the Covenant, Christmas day or New Year's Day falls on a Saturday an employee who does not work on such day shall be paid at his average ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period Monday to Friday inclusive, and provided further that this sub-clause shall not apply to an employee who is on annual holiday in terms of sub-clause (3) of this clause. For purposes of this sub-clause, the average ordinary hourly rates of employees employed on the incentive bonus system shall be at the rates scheduled in this Agreement for the class of work being performed.

(3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 243 shifts (whether worked for one or more employers) exclusive of overtime, actually worked on a five day working week basis; provided that—

(i) subject to sub-paragraph (ii) hereof, employment for less than 25 shifts, with the same employer shall not count for holiday payment purposes; provided that an employee who is laid off, after working 15 shifts shall be credited with the number of shifts actually worked for holiday payment purposes;

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

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

3. LONE EN/OF VERDIENSTE.

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

Tarief 1—Elektrisiën se werk.....	80.46 sent per uur.
Tarief 12—Arbeiderswerk.....	22 sent per uur.

4. SKOFTE EN WERKURE.

(1) Geen werkgewer in hierdie afdeling van die Nywerheid mag op enige dag sonder die goedkeuring van die Raad van 'n werknemer vereis om vroeër as 8 vm. of later as 5 nm. te werk nie; en met dien verstande dat geen werknemer meer as vyf uur aannekaar mag werk sonder 'n pouse van een uur nie.

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

(3) Alle werkende werkgewers en vennote wat werkgewers in die Nywerheid is, moet die werkure nakom wat in of ooreenkomstig hierdie klousule voorgeskryf word.

5. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

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

(1) Behoudens subklousule (2) van hierdie klousule word die verlofbetaling wat in dié klousule voorgeskryf word, bereken volgens die loon wat die werknemer ten tyde van sy kwalifisering ontvang, uitgesonderd in die geval van 'n werknemer wat volgens aansporingsbonusse werk, wie se verlofbetaling bereken word volgens sy gemiddelde weeklikse verdienste, uitgesonderd oortyd oor dié laaste drie maande wat hy werklik op aansporingsbonusse gewerk het voordat die verlof hom toegeval het, of oor die weke wat hy werklik op aansporingsbonusse gewerk het, na gelang van die kortste tydperk.

(2) As 'n Werknemer nie op Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Gelofte dag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgewer hom vir dié dag minstens sy gewone loon betaal asof hy sy gewone werkure vir dié dag van die week gewerk het; met dien verstande dat wanneer Gelofte dag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op dié dae werk nie, teen sy gewone gemiddelde uurloon betaal moet word vir die getal ure waarvoor hy betaal sou moes word as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en met dien verstande verder dat hierdie subklousule nie van toepassing is op 'n werknemer wat kragtens subklousule (3) van dié klousule met jaarlikse verlof is nie. Vir die toepassing van hierdie subklousule is die gemiddelde gewone uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die loon in die Ooreenkoms voorgeskryf vir die klas werk wat verrig word.

(3) Elke werknemer is kragtens hierdie Ooreenkoms op drie aaneenlopende weke verlof geregtig, op onderstaande voorwaardes:—

(a) Om vir verlof te kwalifiseer, moet 'n werknemer 245 skofte, uitgesonderd oortyd, op 'n grondslag van vyf dae per week, werk (hetsy vir een of meer werkgewers); met dien verstande dat—

(i) behoudens subparagraaf (ii) hiervan, 'n diens tyd van minder as 25 skofte by een werkgewer nie vir verlofbetalingsdoeleindes tel nie; met dien verstande dat, as 'n werknemer se diens tydelik opgeskort word nadat hy 15 skofte gewerk het, hy vir verlofbetalingsdoeleindes gekrediteer word met die getal skofte wat hy werklik gewerk het;

(ii) indien 'n werknemer se diens by dieselfde werkgewer kragtens subparagraaf (i) hiervan onderbreek word en hy daarna sy diens by dieselfde werkgewer hervat, hy vir verlofbetalingsdoeleindes gekrediteer word met die volle getal skofte wat hy vir dié werkgewer gewerk het, mits hy nie in die tussentyd vir 'n ander werkgewer werk nie;

(iii) enige afwesigheidstydperk weens siekte van hoogstens 52 skofte in een diensjaar vir verlofbetalingsdoeleindes gereken word; met dien verstande dat 'n werkgewer van 'n werknemer kan vereis om 'n doktersertifikaat te toon ter staving van die oorsaak van afwesigheid. Afwesigheidstydperke weens 'n ongeluk wat uit en in die loop van die werknemer se diens ontstaan word vir verlofbetalingsdoeleindes gereken, mits dié ongeluk binne die bepaling van die Ongevallewet val en die afwesigheidstydperke wat vir verlofbetalingsdoeleindes gereken word, sodanige tydperke van ongeskiktheid is as wat deur genoemde Wet toegelaat word;

- (iv) any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts, worked towards his holiday qualification, with a maximum penalty of 25 shifts, in any one qualifying period for annual leave, provided that notification of such absence shall be made by the employer, in writing, to the Council within seven days of such absence;
 - (v) periods of absence on the additional week's leave or accumulations thereof provided for in sub-clause (10) of this clause shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.
- (b) The holiday shall include four weekends and be for one unbroken period.
 - (c) Should either Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.
 - (d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.
 - (e) The holiday shall be granted by the employer so as to commence with a period of three months of due date.
 - (f) An employee shall be entitled to and shall take his holiday within a period of three months from due date, unless exemption be granted by the Council.
 - (g) No employee shall engage in any employment for gain during the period of his holiday.
- (4) (a) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him on his ceasing work to go on holiday, through the offices of the Council.
 - (b) The employer shall, not later than fourteen days prior to the time that the employee is due to proceed on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes together with the employee's voucher as prescribed in sub-clause (5) of this clause.
- (5) At the end of each and every calendar month and not later than seven days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled, in respect of the said calendar month, and shall furnish a voucher setting out the number of shifts which count for holiday purposes. A copy of this voucher shall be handed to the employee concerned.
 - (6) When the employment of an employee terminates before he becomes entitled to holiday payments in terms of sub-clause (5) of this clause, he shall be credited with the proportionate number of shifts. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts, which count for holiday payment purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday payments to which the employee is so entitled.
 - (7) (a) When the period of unemployment between one engagement and another is more than five working days, an employee on presenting his voucher or vouchers to the Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than R4 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions either when next he qualifies for leave or becomes unemployed for a longer period than five days.
 - (b) Any employee claiming and receiving payment in terms of paragraph (a) of this sub-clause shall, on obtaining further employment in the Industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this clause, the leave equivalent of such balance shall be credited to him.
- (iv) enige werknemer wat afwesig is sonder 'n rede wat die werkgever tevrede stel, ten opsigte van elke skof of werkdag wat hy weens dié afwesigheid verloor, vyf skofte verbeur wat vir verlof-doeleindes tel, met 'n maksimum straf van 25 skofte in een kwalifiseertydperk vir jaarlikse verlof; met dien verstande dat die werkgever die Raad binne sewe dae na sulke afwesigheid skriftelik daarvan in kennis moet stel;
 - (v) tydperke van afwesigheid weens die ekstra week verlof in subklousule (10) van hierdie klousule bepaal of 'n opgelope tydperk ten opsigte daarvan, word vir verlofkwalifiseringsdoeleindes gereken op grondslag van die getal skofte wat die betrokke werknemer in gewone omstandighede gedurende dié tydperke sou gewerk het.
- (b) Die verlof moet vier naweke insluit en moet aaneenlopend wees.
 - (c) Indien Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag binne die verloftyd val, moet een dag met volle besoldiging by die verloftyd gevoeg word ten opsigte van so 'n openbare vakansiedag.
 - (d) Die werknemer moet binne 'n maand na die datum waarop hy op verlof geregtig word, aansoek daarom doen.
 - (e) Die werkgever moet die verlof só toestaan dat dit binne drie maande na die datum begin waarop dit die werknemer toeval.
 - (f) 'n Werknemer is op verlof geregtig en moet dit binne 'n tydperk van drie maande neem na die datum waarop hy daarop geregtig word, tensy die Raad vrystelling verleen.
 - (g) Geen werknemer mag tydens sy verlof vir loon werk nie.
- (4) (a) Wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die geld wat ten opsigte van sy verlof aan hom verskuldig is, gedurende die voorgeskrewe ure by die kantoor van die Nywerheidsraad aan hom betaal word wanneer hy ophou werk om met verlof te gaan.
 - (b) Die werkgever moet nie later as 14 dae nie voor die tyd wanneer 'n werknemer met jaarlikse verlof wil gaan, 'n verlofbewys in 'n vorm opgestel wat vir die Raad aanneemlik is en waarop die werknemer se handtekening vir verifieerdoeleindes voorkom, saam met die werknemer se verlofbewys soos in subklousule (5) van hierdie klousule voorgeskryf, aan die Raad stuur.
- (5) Aan die einde van elke kalendermaand en hoogstens sewe dae daarna moet elke werkgever aan die Sekretaris van die Raad die bedragekwivalent stuur van die verlofbetaling waarop al sy werknemers of enige van hulle ten opsigte van genoemde kalendermaand geregtig is en 'n bewys verstrek waarop die getal skofte voorkom wat vir verlof-doeleindes gereken word. 'n Kopie van hierdie bewys moet aan die betrokke werknemer gegee word.
 - (6) Indien die diens van 'n werknemer eindig voordat hy op verlofbetaling ooreenkomstig subklousule (5) van hierdie klousule geregtig is, moet hy met dié proporsionele getal skofte gekrediteer word. Die werkgever moet, wanneer die werknemer sy diens verlaat, hom van 'n bewys voorsien waarin die getal skofte gewerk, wat vir verlofbetalingsdoeleindes gereken word, uiteengesit is, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent van die verlof waarop die werknemer aldus geregtig is, stuur.
 - (7) (a) Indien die tydperk van werkloosheid tussen twee diens-tye meer as vyf werkdade is, is 'n werknemer by vertoning van sy bewys of bewyse aan die Nywerheidsraad, geregtig om gedurende elke week van sy werkloosheid uit die bedrag wat hy te goed het, 'n bedrag te ontvang van minstens R4 of die bedrag wat hy te goed het, na gelang van die kleinste bedrag, maar hoogstens die helfte van die loon wat hy ontvang het toe hy werkloos geword het, na gelang van die grootste bedrag tot tyd en wyl die tegoed wat in die bewys of bewyse aangedui is, uitgeput is. Ingeval die werknemer werk kry voordat dié tegoed uitgeput is, moet hy in dié boeke van die Raad gekrediteer word met die bedrag wat nog nie uitbetaal is nie, en is dit vir hom beskikbaar ooreenkomstig die voorafgaande bepalinge of wanneer hy weer vir verlof kwalifiseer of vir 'n tydperk van meer as vyf dae werkloos word.
 - (b) 'n Werknemer wat betaling ooreenkomstig paragraaf (a) van hierdie subklousule eis en ontvang, moet wanneer hy weer in die Nywerheid werk kry, van die datum waarop hy die werk aanvaar, vir verlof begin kwalifiseer; met dien verstande dat as daar enige onopgeëiste saldo is waarmee hy ooreenkomstig hierdie klousule gekrediteer moet word, hy gekrediteer moet word met verlof gelykstaande aan dié saldo.

- (8) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of holiday pay shall be payable to his estate or himself, as the case may be, through the Council.
- (9) (a) An employee who has been furnished with a voucher in terms of sub-clause (6) of this clause and is no longer employed in the Industry shall on production of a written proof acceptable to the Council that he is no longer employed in the Industry be entitled, subject to paragraph (b) of this sub-clause, on presenting the voucher to the Council, to payment thereon of any unpaid balance standing to his credit on the books of the Council.
- (b) Any voucher issued to an employee in terms of sub-clause (6) of this clause shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of the employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payment from the funds of the Council to such employees as is referred to herein.
- (10) (a) An employee who has been in continuous employment with one establishment on qualifying for his tenth period of annual leave as provided for in terms of sub-clause (3) of this clause, and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof provided that by mutual arrangement between the employer and employee—
- (i) the holiday referred to in sub-clause (3) of this clause may be extended by an extra week on full pay; or
- (ii) the extra week's leave on full pay must be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.
- (b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the annual holiday provided for in sub-clause (3) of this clause, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for his annual holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.
- (c) Whenever the employment of an employee terminates who has become entitled to but not yet received the equivalent value of the additional paid leave provided for in this sub-clause, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.
- (11) Saving as is otherwise provided herein, "employment" for purposes of this 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.
- (12) The Council may make reciprocal arrangements with any other industry for the interchange of leave vouchers to the benefit of the employee leaving the Industry.
- (13) *Prohibition of Cession.*—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.
- (14) In this clause the expression "employer" includes—
- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;
- if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.
- (8) Ingeval 'n werknemer sterf of in die loop van sy diens onbekwaam raak om sy beroep voort te sit, is die bedrag aan hom verskuldig ten opsigte van verlof, betaalbaar aan sy boedel of aan homself, na gelang van die geval, deur tussenkoms van die Raad.
- (9) (a) 'n Werknemer aan wie 'n bewys kragtens subklousule (6) van hierdie klousule uitgereik is en wat nie langer in die Nywerheid in diens is nie, is, by voorlegging van 'n skriftelike bewys, vir die Raad aanneemlik, dat hy nie langer in die Nywerheid in diens is nie, behoudens paragraaf (b) van hierdie subklousule, by aanbieding van die bewys aan die Raad geregtig op betaling daarteen van enige onbetaalde saldo waarmee hy in die Raad se boeke gekrediteer staan.
- (b) Enige bewys wat kragtens subklousule (6) van hierdie klousule aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar van die datum van die laaste skof wat deur dié werknemer gewerk is, en bedrae in die kredit van 'n werknemer in die boeke van die Raad moet na verstryking van dié tydperk die fondse van die Raad toekom; met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na die verstryking van genoemde tyd gemaak mog word, in oorweging moet neem, en kan hy na goeddunke 'n *ex gratia*-betaling aan werknemers wat hierin genoem word, uit die fondse van die Raad maak.
- (10) (a) 'n Werknemer wat in ononderbroke diens by dieselfde bedryfsinrigting was, is, wanneer hy vir sy tiende verloftydperk kwalifiseer soos bepaal ooreenkomstig subklousule (3) van dié klousule, en elke jaar daarna terwyl hy in diens by dieselfde werkgewer is, ongeag of genoemde bedryfsinrigting van eienaar verander het sedert die betrokke werknemer eerste daar in diens geneem is of nie, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgewer gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge Ooreenkoms tussen werkgewer en werknemer—
- (i) die verlof met betaling soos in subklousule (3) van hierdie klousule voorgeskryf, met 'n ekstra week met volle betaling verleng kan word; of
- (ii) die ekstra week verlof met volle betaling vir die jaar van kwalifisering uitgestel moet word en die werknemer dit kan laat oploop totdat hy vir drie sodanige ekstra weke verlof met betaling kwalifiseer.
- (b) Wanneer die werkgewer en werknemer ooreenkom soos in paragraaf (a) (ii) bepaal en die werknemer vir drie sodanige ekstra weke van verlof met betaling (hierna genoem „die opgeloopte verlof”) gekwalifiseer het, moet die opgeloopte verlof deur die werkgewer toegestaan en deur die werknemer geneem word wanneer hy sy verlof met betaling soos in subklousule (3) van hierdie artikel voorgeskryf, neem, tensy, na gelang van wat die werkgewer en werknemer ooreenkom, die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgewer die werknemer in elk geval in staat moet stel om die opgeloopte verlof te neem in die tydperk voordat hy weer vir sy volgende verlof met betaling kwalifiseer en dat, indien die werknemer versuim om die opgeloopte verlof binne daardie tydperk te neem, hy sy reg daartoe verbeur.
- (c) By beëindiging van die diens van 'n werknemer wat geregtig geword het op die ekwivalente waarde van die ekstra verlof met betaling soos voorgeskryf in hierdie subklousule, maar dit nog nie ontvang het nie, moet hy by diensbeëindiging betaal word vir dié ekstra verlof met betaling waarvoor hy gekwalifiseer het maar nog nie ontvang het nie.
- (11) Behoudens soos andersins hierin bepaal, word dit vir die toepassing van hierdie klousule beskou dat „diens” begin op die datum waarop 'n werknemer by die werkgewer in diens tree, of, na gelang van die jongste datum, die datum waarop hy laaste op vakansieverlof geregtig geword het.
- (12) Die Raad kan met enige ander nywerheid wederkerige reëlings tref vir die uitwisseling van verlofbewyse ten bate van werknemers wat die Nywerheid verlaat.
- (13) Verbod op sessie.—Geen eis hoegenaamd deur enige werknemer teen die Raad kan gesedeer word nie en geen beweerde sessie daarvan is bindend vir die Raad nie.
- (14) In hierdie klousule omvat die uitdrukking „werkgewer”—
- (a) ingeval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgename of legataris; en
- (b) ingeval van die bankrotskap van 'n werkgewer of ingeval van die bereddering van sy boedel of die oordrag of verkoop van sy besigheid, die trustee of beredderaar of nuwe eienaar van die besigheid.
- indien sodanige eksekuteur, erfgename, legataris, trustee, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

6. SPECIAL BONUS.

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

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

(a) In respect of all employees for whom a wage of 80.46 cents per hour is prescribed in this Part of the Agreement, the employer shall pay each of these employees a bonus of R90 per annum. The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, calculated pro rata monthly, to the Secretary of the Council, within seven days after the end of each and every month along with the money equivalent of the holiday payments referred to in clause 5 (5) of this Part of the Agreement.

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

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

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

(5) For the purpose of this clause—

“shift” means one day's work of eight hours worked from Monday to Friday inclusive;
“per annum” means 243 shifts.

7. ILLNESS AND/OR INJURY ON DUTY ALLOWANCE.

(a) *Illness Allowance.*—Whenever an employee who is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund is absent from work due to illness, he shall for the day or days absent during the first week of such absence be paid an hourly allowance as prescribed in (c) hereof; provided that an employer who is required to pay such allowance may require the employee to produce a medical certificate in respect of such absence before payment is made.

(b) *Injury on Duty Allowance.*

(i) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund he shall be paid an hourly allowance as prescribed in (c) hereof for all the hours he is absent from work for any day or days not recognised as compensable in terms of the said Act, up to a maximum of three days.

(ii) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, he shall be paid an hourly allowance as prescribed in (c) hereof for the hours he is absent from work on any day or days up to a maximum of the first week of such absence.

<i>Illness or Injury on Duty (Hourly) Allowance.</i>	
<i>Cents.</i>	
Rate 1—Electricians.....	29.30
Rate 12—Labourers.....	12

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

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

(a) At one and one-third times the hourly rate during the first six hours immediately following the normal shift.

(b) Thereafter, at one and one-half times the hourly rate until the usual starting time of the employee's next normal shift.

6. SPESIALE BONUS.

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

(2) Wanneer 'n werkgewer kragtens klousule 5 van dié Deel van die Ooreenkoms verlofbetalings na die Raad stuur, moet hy terselfdertyd die geldekwivalent van 'n spesiale bonus, soos volg aanstuur:—

(a) Aan alle werknemers vir wie 'n loon van 80.46 sent per uur in dié deel van die Ooreenkoms voorgeskryf word, moet die werkgewer 'n bonus van R90 per jaar betaal. Die werkgewer moet die bedrag daarvan inskryf op 'n bewys, wat aan die werknemer gegee moet word en waarop ook die getal skofte wat vir die bonus tel, voorkom, wat maandeliks *pro rata* bereken word, en die geldwaarde van die verlofbetaling wat in klousule 5 (5) van dié Deel van die Ooreenkoms vermeld is, binne sewe dae na die einde van elke maand aan die Sekretaris van die Raad stuur.

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

(3) As 'n werknemer se diens eindig voordat hy ingevolge klousule 5 van dié deel van die Ooreenkoms op verlof geregtig word, moet hy met 'n deel van die bonus wat vir sy klas voorgeskryf word, in verhouding tot die getal skofte wat vir verlofdoeleindes aan hom toegestaan is, gekrediteer word. Die werkgewer moet die bedrag daarvan op 'n bewys inskryf wat aan die werknemer gegee moet word en waarop die getal skofte wat vir verlofbetalingsdoeleindes tel, uitengesit word, en die geldekwivalent van die bonus, saam met dié geldekwivalent van die verlofbetaling waarop hy geregtig is, onmiddellik aan die Sekretaris van die Raad stuur.

(4) Wanneer die bonus ingevolge subklousule (2) en (3) van hierdie klousule aan die Raad gestuur word, geld die bepalings van subklousules (7), (8), (9) en (13) van klousule 5 van hierdie Deel van die Ooreenkoms, nl. dié wat op die geldekwivalent van die verlofbetalings waarop hy geregtig is, betrekking het.

(5) Vir die toepassing van hierdie klousule, beteken—

„skof” een dag se werk van 8 uur, vanaf Maandag tot en met Vrydag gewerk;
„per jaar” 243 skofte.

7. SIEKTE- EN/OF BESERING-OP-DIENS-TOELAE.

(a) *Siektetoelae.*—Wanneer 'n werknemer wat nie deur die bepalings van die Siekefonds van die Elektriese Aannemings- en Bedieningsnywerheid (Kaap) gedek is nie, weens siekte van sy werk afwesig is, moet aan hom ten opsigte van die dag of dae wat hy gedurende die eerste week van sodanige afwesigheid afwesig is, 'n uurtolae betaal word soos in (c) hiervan voorgeskryf; met dien verstande dat 'n werkgewer wat sodanige toelae moet betaal, van die werknemer kan vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid in te dien voordat dié betaling geskied.

(b) *Besering-op-diens-toelae.*

(i) Wanneer 'n werknemer van dié werk afwesig is weens 'n besering of weens ongeskiktheid wat binne die bepalings van die Ongevallewet, 1941, val en sodanige werknemer deur die bepalings van die Siekefonds van die Elektriese Aannemings- en Bedieningsnywerheid (Kaap) gedek is, moet aan hom 'n uurtolae betaal word soos in (c) hiervan voorgeskryf ten opsigte van al die ure wat hy vir 'n dag of dae van dié werk afwesig is en wat nie as skadeloosstellbaar ingevolge genoemde Wet erken word nie, tot 'n maksimum van drie dae.

(ii) Wanneer 'n werknemer van dié werk afwesig is weens 'n besering of ongeskiktheid wat binne die bepalings van die Ongevallewet, 1941, val en sodanige werknemer nie deur die bepalings van die Siekefonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gedek is nie, moet aan hom 'n uurtolae betaal word soos in (c) hiervan voorgeskryf ten opsigte van die ure wat hy op 'n dag of dae van dié werk afwesig is, tot 'n maksimum van die eerste week van sodanige afwesigheid.

<i>Klaswerknemer.</i>	<i>Siekte- of besering-op-diens-toelae (uurtolae).</i>
	<i>Sent.</i>
Loongroep 1—Elektrisiëns.....	29.30
Loongroep 12—Arbeiders.....	12

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

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

(a) Vir die eerste ses uur onmiddellik na die gewone skof gewerk, teen een en 'n derde maal die gewone loon.

(b) Daarna teen 1½ maal die uurloon tot die begin van die werknemer se volgende gewone skof.

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

(i) Employees engaged on urgent work shall be paid for work on Sundays at not less than one and two-thirds times the hourly rate for the hours worked with a minimum payment of not less than four hours' pay at one and two-thirds times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-thirds times the hourly rate shall apply.

(3) (i) Whenever an employee (other than an employee engaged on urgent work) works on a Sunday he shall be paid at one and two-thirds times the hourly rate for time worked with a minimum payment of one and two-thirds times the hourly rate for the hours of a normal shift, provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(ii) Whenever an employee works on Good Friday, Easter Monday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day, he shall be paid for the hours for which, had he not worked, he would be paid in terms of sub-clause (2) of clause 5 of this part of the Agreement, and shall be paid in addition at one and one-third times the hourly rate for time worked up to the said number of hours; thereafter, two and one-half times the hourly rate shall be paid until the usual starting time next day.

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

9. DANGEROUS WORK.

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

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

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

10. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, noon and in the afternoon, and shall provide a time not exceeding six minutes in the morning and again in the afternoon for the taking of tea, such times to be agreed upon in consultation between the employer and employees, on each job.

No employee may leave the position where he is working for tea, in the morning or afternoon.

11. PROPORTION OF ELECTRICIANS OR JOURNEYMEN TO OTHER EMPLOYEES.

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

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

(3) In any establishment where not more than four (4) electricians or journeymen are employed the ratio of labourers to electricians or journeymen shall not be more than two (2) labourers to each electrician or journeyman so employed and one (1) additional labourer for each apprentice indentured under the Apprenticeship Act of 1944, or for each "Trainee" employed under the Training of Artisans Act of 1951.

NOTE.—Working partners or owners who are electricians or journeymen as defined in the Agreement shall be recognised as electricians or journeymen for the purpose of sub-clause (3).

(2) As 'n werknemer na ses uur na voltooiing van sy gewone skof ingeroep word vir dringende werk, moet hy besoldig word teen $1\frac{1}{2}$ maal sy uurloon vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het tot die gewone begintyd van sy volgende gewone skof.

(1) Werknemers wat dringende werk verrig moet op Sondag minstens een en twee derdes maal die weekloon betaal word ten opsigte van die ure gewerk, met 'n minimum betaling van minstens ten opsigte van vier uur teen een en twee derdes maal die uurloon ten opsigte van ure wat voor 12-uur middag gewerk is. Ingeval sodanige werk tot in die middagwerktydperk strek, geld 'n minimum betaling van agt uur teen een en twee derdes maal die uurloon.

(3) (i) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende werk verrig) op 'n Sondag werk, moet hy een en twee derdes maal die uurloon betaal word vir tyd gewerk, met 'n minimum betaling van een en twee derdes maal die uurloon vir die ure van 'n gewone skof; met dien verstande dat ingeval die werkgever werk verskaf om die werknemer vir die ure van 'n gewone skof besig te hou en die werknemer in gebreke bly of weier om die volle tydperk wat van hom vereis word te werk, sodanige werknemer geregtig is op betaling slegs ten opsigte van die tydperk wat hy werklik gewerk het.

(ii) Wanneer 'n werknemer op Goeie Vrydag, Paasmaandag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy betaal word vir die ure waarvoor hy, as hy nie gewerk het nie, betaal sou gewees het kragtens subklousule (2) van klousule 5 van dié Deel van die Ooreenkoms, en moet hy boonop betaal word teen een en 'n derde maal die uurloon vir tyd wat tot op die genoemde getal ure gewerk word; daarna moet hy teen $2\frac{1}{2}$ maal die uurloon betaal word tot die gewone aanvangstyd op die volgende dag.

(4) 'n Werknemer moet elke week 'n vry dag toegestaan word en as hy op daardie dag diens doen, moet hy betaal word teen $1\frac{1}{2}$ die uurloon vir die tyd wat gewerk word tot die gewone begintyd op die volgende dag; met dien verstande dat hy in geen geval minder as 'n minimum van vier uur se loon teen $1\frac{1}{2}$ maal die uurloon moet ontvang nie.

9. GEVAARLIKE WERK.

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

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

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

10. VERVERSINGS.

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

11. GETALSVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER WERKNEMERS.

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

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

(3) In 'n bedryfsinrigting waar hoogstens vier (4) elektrisiëns of vakmanne in diens is, mag die verhouding van arbeiders tot elektrisiëns of vakmanne hoogstens twee (2) arbeiders vir elke elektrisiën of vakman aldus in diens, wees, en een (1) addisionele arbeider vir elke vakleerling wat kragtens die Wet op Vakleerlinge, 1944, ingeskryf is, of vir elke „kwekeling” wat kragtens die Wet op Opleiding van Ambagsmanne, 1951, in diens is.

LET WEL.—Werkende vennote of eienaars wat elektrisiëns of vakmanne is soos in die Ooreenkoms omskryf, word vir die toepassing van subklousule (3) as elektrisiëns of as vakmanne erken.

12. STORAGE, INSURANCE AND PROVISION OF TOOLS.

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

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

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

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

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

13. NOTICE BOARDS.

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

14. TRADE UNION SUBSCRIPTIONS.

(1) Every employer who is a member of the Electrical Contractors' Association (South Africa), shall deduct the amount of the current 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 5, from the earnings of each of his employees for whom wages are prescribed in clause 3 of this part of the Agreement and shall forward the amount thus deducted with the form provided by the Trade Union to the Secretary of the Trade Union not later than the seventh day of each month following that in respect of which the deductions were made.

(2) The South African Electrical Workers' Association shall indemnify every employer referred to in sub-clause (1) against any claim that may arise in respect of this clause and when a deduction in terms of this clause has been made, irrespective of whether this amount has been paid over to the said trade union, the employee concerned shall be deemed to have paid his subscriptions to the said trade union.

PART III.

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

1. INTRODUCTION.

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

2. DEFINITIONS.

(1) For the purpose of this clause—

“dayshift” means any period from Monday to Saturday of not more than 8½ hours ordinarily worked by an employee between the hours of 7 a.m. and 7 p.m. on five days, or any period not exceeding five hours worked between the hours of 7 a.m. and 1 p.m. on one day per week which shall be known as the short day.

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

12. BEWARING, VERSEKERING EN VERSKAFING VAN GEREEDSKAP.

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

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

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

Skröefsnygereedskap, soos stokke, snymoere, snytappe, pypskroewe, blaaslampe, vyle en ystersaaglemme, groot hamers van 3 lb. en swaarder, beitels vir groewe kap, staaltrekbande, muurpropgereedskap, trekskroewe en veiligheids gordels.

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

13. KENNISGEWINGBORDE.

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

14. VAKVERENIGINGLEDGELD.

(1) Elke werkgewer wat 'n lid van die elektrotegniese Aannemersvereniging (Suid-Afrika) is, moet die bedrag van die heersende ledegeld betaalbaar aan die Suid-Afrikaanse Elektrotegniese Werkersvereniging ten opsigte van elke week of gedeelte van 'n week diens, aftrek, met inbegrip van die tydperk wat 'n werknemer ingevolge klousule 5 met verlof is, van die verdienste van elkeen van sy werknemers vir wie lone in klousule 3 van hierdie Deel van die Ooreenkoms voorgeskryf word, en moet die bedrag aldus afgetrek saam met die vorm wat deur die Vakvereniging verskaf word, voor of op die sewende dag van elke maand wat volg op dié ten opsigte waarvan die aftrekkings gedoen is, aan die Sekretaris van die Vakvereniging stuur.

(2) Die Suid-Afrikaanse Elektrotegniese Werkersvereniging moet elke werkgewer in subklousule (1) genoem, vrywaar teen enige eis wat ten opsigte van hierdie klousule mag ontstaan, en wanneer 'n aftrekking ingevolge hierdie klousule geskied het, ongeag of hierdie bedrag aan genoemde Vakvereniging betaal is, word daar geag dat die betrokke werknemer sy ledegeld aan genoemde Vakvereniging betaal het.

DEEL III.

SPESIALE BEPALINGS VAN TOEPASSING OP DIE AFDELING VIR DIE BEDIENING VAN RADIO'S, VERKOELINGS- EN/OF HUISHOUDELIKE TOESTELLE.

1. INLEIDING.

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

2. WOORDOMSKRYWING.

(1) Vir die toepassing van hierdie klousule beteken—

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

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

3. HOLIDAY AND UNEMPLOYMENT PAY.

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

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

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

(a) The qualification for such holiday shall be 287 shifts (whether worked for one or more employers), exclusive of overtime actually worked on a six-day working week basis, or 50 calendar weeks of employment in the case of an employee working on a five-day week basis; provided that—

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

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

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

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

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

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

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

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

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

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

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

3. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

(1) Betaling vir verlof waarvoor voorsiening in hierdie klousule gemaak word, moet bereken word teen die loon waarteen die werknemer betaal word op die datum waarop hy kwalifiseer, uitgesonderd in die geval van werknemers wat volgens 'n aansporingsbonusstelsel werk en wie se verlofbetalings bereken moet word op die gemiddelde weeklikse verdienste, buiten oortyd, oor die voorafgaande drie maande wat werklik volgens aansporingsbonuswerk gewerk is voordat die verlof verskuldig geword het of die getal weke wat hy gedurende die tydperk van diens aansporingsbonuswerk verrig het, na gelang van die korste tydperk.

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

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

(a) Die kwalifikasie van sulke verlof is 287 skofte, uitgesonderd oortyd (of dit vir een of meer werkgewers gewerk is) wat werklik op die basis van 'n sesdaagse werkweek gewerk is, of 50 kalenderweke diens in die geval van 'n werknemer wat 'n vyfdaagse week werk; met dien verstande dat—

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

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

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

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

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

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

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

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

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

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

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

(4) (a) At the end of each and every calendar month not later than seven days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled in respect of the said calendar month, and shall furnish a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes less any deductions compelled by Law for Income Tax. A copy of this voucher shall be handed to the employee concerned.

(b) Any employer who does not wish to remit to the Council monthly the Holiday and unemployment pay or special bonus prescribed in terms of sub-clause (4) (a) of this clause, and sub-clause (3) of clause 4, may be exempted from doing so on production of evidence to the satisfaction of the Council that the moneys due and/or accruing are adequately safeguarded by means of a surety issued by an approved bank, insurance company or similar financial institution to the effect that such moneys are safeguarded, and will be forwarded to the Secretary of the Council not later than fourteen days prior to the time that the employee is due to proceed on annual leave. At the same time the holiday money is remitted to the Council in terms of this sub-clause the employer shall furnish the Council with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for holiday purposes less any deductions compelled by Law for Income Tax. A copy of this voucher shall be handed to the employee concerned.

(i) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him, on his ceasing work to go on holiday, through the offices of the Council on production by the employee of the voucher issued to him in terms of paragraphs (a) and (b).

(ii) The employer shall, not later than fourteen days prior to the time that the employee is due to proceed on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes together with the employee's voucher as prescribed in sub-clause (4) (a) and (b) of this clause.

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

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

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

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

(8) (a) An employee who has been furnished with a voucher in terms of sub-clause (5) of this clause and is no longer employed in the Industry, shall on production of a written proof acceptable to the Council that he is no longer employed in the Industry be entitled, subject to paragraph (b) of this sub-clause, on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.

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

(4) (a) Aan die einde van elke kalendermaand en nie later nie as sewe dae na die einde van sodanige kalendermaand moet elke werkgewer aan die Sekretaris van die Raad die geld ekwivalent van die verlofbetaling stuur waarop almal of enigeen van sy werknemers ten opsigte van genoemde kalendermaand geregtig is, en moet 'n bewys verskaf, opgestel in 'n vorm wat vir die Raad aanneemlik is en wat die getal skofte wat vir verlofdoeleindes tel, min enige aftrekkings wat by wet vir inkomstebelasting afgetrek moet word, vermeld. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word.

(b) 'n Werkgewer wat nie maandeliks aan die Raad die verlof- en werkloosheidsbetaling of spesiale bonus voorgeskryf ingevolge subklousule 4 (a) van hierdie klousule, en subklousule (3) van klousule 4, wil stuur nie, kan daarvan vrygestel word deur tot die bevrediging van die Raad bewys te lewer dat die gelde wat betaalbaar is en/of oploop, genoegsaam beveilig is deur middel van 'n sekerheid wat deur 'n erkende bank, versekeringsmaatskappy of soortgelyke finansiële instelling uitgereik is met dié strekking dat sulke gelde beveilig is, en moet nie later nie as veertien dae voor die tyd waarop die werknemer met jaarlikse verlof sal gaan, aan die Sekretaris van die Raad gestuur word. Terselfdertyd dat die verlofgeld ingevolge hierdie subklousule aan die Raad gestuur word, moet die werkgewer aan die Raad 'n bewys verskaf, opgestel in 'n vorm wat vir die Raad aanneemlik is en wat die getal skofte wat vir verlofdoeleindes tel min enige aftrekkings wat by wet vir inkomstebelasting afgetrek word, vermeld. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word:—

(i) Wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die gelde aan hom betaalbaar vir die doeleinde van sodanige verlof, aan hom betaal word wanneer hy ophou werk om met verlof te gaan, deur bemiddeling van die Raad se kantore, wanneer die werknemer die bewys toon wat ingevolge paragrawe (a) en (b) aan hom uitgereik is.

(ii) Die werkgewer moet, nie later nie as veertien dae voor die tyd wat die werknemer met jaarlikse verlof sal gaan, aan die Raad 'n verlofbewys stuur, opgetrek in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening vir verifikasiedoeleindes bevat, tesame met die werknemer se bewys soos in subklousule 4 (a) en (b) van hierdie klousule voorgeskryf.

(5) As 'n werknemer se diens eindig voordat hy kragtens subklousule (3) van hierdie klousule op verlof geregtig geword het, moet hy met die ewerdige getal skofte, of, na gelang van die geval, kalenderweke diens gekrediteer word. Die werkgewer moet aan die werknemer, wanneer hy sy diens verlaat, 'n bewys uitreik wat dié getal skofte, of, na gelang van die geval, kalenderweke diens wat vir verlofdoeleindes meetel, aantoon en onmiddellik die geldekwivalent van die verlofbetaling waarop die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.

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

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

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

(8) (a) 'n Persoon aan wie 'n bewys kragtens subklousule (5), van hierdie klousule uitgereik is en wat nie langer in die Nywerheid in diens is nie, is by aanbieding van 'n skriftelike bewys aanneemlik vir die Raad, behoudens paragraaf (b) van hierdie subklousule by die aanbieding van die bewys aan die Raad geregtig op uitbetaling daarteen van die onbetaalde saldo waarmee hy in die Boeke van die Raad gekrediteer staan.

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

(9) (a) An employee who has been in continuous employment with one establishment on qualifying for his tenth period of annual leave as provided for in terms of sub-clause (3) of this clause, and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof provided that by mutual arrangement between the employer and employee—

- (i) the paid holiday referred to in sub-clause (3) 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 three such extra weeks' paid holiday.

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

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

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

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

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

(13) Every employer in this section of the Industry who is registered with the Council at the date of coming into operation of this Agreement and who has not already done so in pursuance of any previous agreement shall declare to the Council within one month of that date whether the provisions of this clause or the provisions of clause 13 of Part I of the Agreement will be observed in his establishment, and every employer in this section of the Industry who is not already registered with the Council in pursuance of any previous agreement shall make such declaration upon registering with the Council.

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

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

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

- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
 - (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;
- if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

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

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

(9) (a) 'n Werknemer wat in onderbroke diens by dieselfde bedryfsinrigting was, is, wanneer hy vir sy tiende verloftydperk kwalifiseer soos bepaal ooreenkomstig subklousule (3) van dié klousule en elke jaar daarna terwyl hy in diens by dieselfde werk-gewer is, ongeag of genoemde bedryfsinrigting van eienaar ver-ander het sedert die betrokke werknemer eerste in diens geneem is, al dan nie, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgever gerieflik is, of op die ekwivalente waarde daarvan; met dien verstande dat by onderlinge ooreen-koms tussen werkgever en werknemer—

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

(b) Wanneer die werkgever en werknemer dié reëling tref waar-voor voorsiening kragtens paragraaf (a) (ii) van hierdie subklousule gemaak word en die werknemer vir drie ekstra weke verlof met betaling (hierna „die opgeloopte verlof”) genem, gekwalifiseer het, moet die werkgever die opgeloopte verlof toestaan en die werknemer moet dit neem wanneer die verlof met betaling, soos voorgeskryf in subklousule (3) van hierdie klousule, toegestaan en geneem word; tensy, na gelang van die geval, die werkgever en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werk-nemer in ieder geval geleentheid moet gee om die opgeloopte verlof in die tydperk te neem voordat hy vir die volgende verlof met betaling kwalifiseer, en dat wanneer die werknemer in gebreke bly om die verlof binne dié tydperk te neem, hy sy reg daarop verbeur.

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

(11) (a) Die Raad kan wederkerige reëlings met ander nywer-hede tref vir die omruiling van verlofbewyse ten bate van 'n werknemer wat die Nywerheid verlaat.

(b) *Verbod op sessie.*—Geen eis hoegenaamd deur en ge werk-nemer teen die Raad kan gesedeer word en geen beweerde sessie daarvan is bindend vir die Raad nie.

(12) Ondanks die voorgaande bepalings van hierdie klousule, kan 'n werkgever en sy werknemer op wie hierdie klousule van toepassing is, onderling ooreenkom dat die bepalings van klou-sule 13 van Deel I van die Ooreenoms in die plek daarvan gestel word.

(13) Elke werkgever in hierdie afdeling van die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenoms by die Raad geregistreer is en wat dit nie reeds ooreenkomstig 'n vorige ooreenoms gedoen het nie, moet binne een maand na dié datum die Raad meedel van die bepalings van hierdie klousule of wel die bepalings van klousule 13 van Deel I van die Ooreenoms in sy bedryfsinrigting toegepas sal word, en elke werkgever in hierdie afdeling van die Nywerheid wat nog nie ooreenkomstig 'n vorige ooreenoms by die Raad geregistreer is nie, moet hierdie mededeling doen tydens registrasie by die Raad.

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

- (a) Minstens 1½ maal die loon betaalbaar ten opsigte van 'n skof wat gewoonlik op 'n weekdag gewerk word, ontvang; of
- (b) minstens een en 'n derde maal die gewone loon ontvang ten opsigte van die totale tydperk wat op die vakansiedag gewerk word, plus, binne sewe dae, 'n dag verlof met volle betaling, bereken teen die loon vir 'n gewone skof vir die bepaalde dag van die week.

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

- (a) ingeval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en
- (b) ingeval van die bankrotskap van die werkgever of in geval van die bereddering van sy boedel of die oordrag of ver-koop van sy besigheid, die trustee of beredderaar of nuwe eienaar van die besigheid.

indien sodanige eksekuteur, erfgenaam, legataris, trustee, beredde-raar of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

4. VERLOF- EN SPESIALE BONUS VAN TOEPASSING IN DIE AFDELING VIR DIE BEDIENING VAN RADIO'S, VERKOELINGS- EN/OF HUIS-HOUDELIKE TOESTELLE.

(1) Dié klousule is van toepassing op werknemers in diens vir werk geklassifiseer onder loongroep 1 in klousule 4 van Deel I van die Ooreenoms en werknemers ingelys in Afdeling 5 (Aan-hangel F) in diens in die nywerheidsafdeling vir die bediening van radio's, verkoelings- en/of huishoudelike toestelle; met dien verstande dat dit nie van toepassing is op vakleerlinge, kweke-linge, enige klas onder loongroepe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens nie.

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

Class.	Bonus Payable.
Class A— (i) Qualified employees whose minimum rate specified in this Agreement is the equivalent of 61·65c per hour or more at the date of qualification for their paid holiday. (ii) Employees employed at the date of coming into operation of this Agreement in occupations remunerated according to experience and whose minimum rate specified in this Agreement is the equivalent of 61·65 cents per hour or more at the date of qualification for their paid holiday.	A holiday bonus of R90.00 (ninety Rand) per annum calculated pro rata to the holiday qualification.
Class B— All other employees not included in Class A hereof (other than apprentices, trainees, any category of Rates 8, 9, 10 and 11 work, labourers or watchmen.	An amount calculated at the rate of 8 per cent of the rate for his occupation scheduled in this Agreement for the hours an employee has actually worked, exclusive of overtime, after the date on which he last qualified for holiday leave or the date of his engagement, whichever is the later, adjusted as follows:— (i) Where the scheduled rate exceeds 53·59c per hour but does not exceed 60·14c per hour—less 26·71c per hour; (ii) where the scheduled rate exceeds 34·21c per hour but does not exceed 53·59c per hour—less 23·48c per hour; (iii) where the scheduled rate exceeds 26·62c per hour but does not exceed 34·21c per hour—less 12·89c per hour; (iv) where the scheduled rate exceeds 21c per hour but does not exceed 26·62c per hour—less 12·67c per hour.

(3) Whenever an employer transmits to the Council holiday payments in terms of sub-clause (4) (a) of clause 3 of this Part of the Agreement, he shall at the same time transmit the money equivalent of the special bonus specified for his class as contained under sub-clause (2) of this clause in the manner set out in sub-clause (4).

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

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

(6) For the purpose of this clause—

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

“qualified employees” means any employee who is remunerated according to experience and has qualified for the rate for his class of work specified as payable “thereafter”.

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

Klas.	Bonus betaalbaar.
Klas A— (i) Gekwalifiseerde werknemers wie se minimum loon in dié Ooreenkoms gespesifiseer, gelykstaan met 61·65 sent per uur of meer op die datum van kwalifikasie vir hul betaalde verlof. (ii) Werknemers wat op die datum waarop hierdie Ooreenkoms in werking tree in diens is in bedrywe waarvoor besoldiging volgens ondervinding geskied, en waarvoor die minimum loon in dié Ooreenkoms gespesifiseer, gelykstaan met 61·65 sent per uur of meer op die datum waarop hulle vir hul betaalde verlof kwalifiseer.	'n Verlofbonus van R90.00 (negentig rand) per jaar, <i>pro rata</i> op die verlof kwalifikasie bereken.
Klas B— Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, kwekelinge, werknemers in diens op werk geklassifiseer in loongroepe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens).	'n Bedrag bereken teen 8 persent van die loon vir sy beroep in dié Ooreenkoms voorgeskryf vir die ure, uitgesonderd oortyd, wat hy werklik gewerk het na die datum waarop hy laas vir vakansieverlof gekwalifiseer het, of die datum van sy indiensneming, nl. die jongste datum, wat soos volg aangepas moet word:— (i) Waar die vasgestelde loon 53·59c per uur maar nie 60·14c per uur te bowe gaan nie—min 26·71c per uur; (ii) Waar die vasgestelde loon 34·21c per uur maar nie 53·59c per uur te bowe gaan nie—min 23·48c per uur; (iii) waar die vasgestelde loon 26·62c per uur maar nie 34·21c per uur te bowe gaan nie—min 12·89c per uur; (iv) waar die vasgestelde loon 21c per uur maar nie 26·62c per uur te bowe gaan nie—min 12·67c per uur.

(3) Wanneer 'n werkgewer verlofbetalings ingevolge subklousule (4) (a) van klousule 3 van hierdie Deel van die Ooreenkoms aan die Raad stuur, moet hy terselfdertyd die geldekwivalent van die spesiale bonus stuur wat vir sy klas gespesifiseer is, soos in subklousule (2) van hierdie klousule op die wyse in subklousule (4) vermeld, vervat is.

(4) As 'n werknemer se diens eindig voordat hy kragtens klousule 3 van dié Deel of klousule 13 van Deel I van die Ooreenkoms, soos toegepas by subklousule (12) van klousule 3 van dié Deel, watter ook al van toepassing is, op betaalde verlof geregtig is, moet hy gekrediteer word met 'n deel van die bonus wat vir sy klas voorgeskryf word, in verhouding tot die getal skofte of kalenderweke deur hom gewerk, wat vir verlofdoelindes tel.

(5) Wanneer die bonus ingevolge subklousules (3) en (4) hiervan aan die Raad gestuur word, is die bepaling van subklousules (6), en (7), en (8) en (11) (b) van klousule 3 van dié deel van die Ooreenkoms, met betrekking tot die geldekwivalent van betaalde verlof, *mutatis mutandis* van toepassing.

(6) Vir die toepassing van hierdie klousule is—

„verlofkwalifikasie” die kwalifikasie vir die betaalde verlof voorgeskryf in klousule 3 (3) (a) van dié Deel of klousule 13 (3) (a) van Deel I van die Ooreenkoms, watter ookal van toepassing is; en beteken

„gekwalifiseerde werknemers” 'n werknemer wat volgens ondervinding besoldig word en wat vir die loon vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het.

7. STORAGE, INSURANCE AND PROVISION OF TOOLS.

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

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

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

Stocks, Dies, Taps, Tap-Wrenches, Pipe Vices, Files, Hack Saw Blades, Blow Lamps, Electric Soldering Irons and Soldering Materials and all testing instruments, excluding small pressure gauges for testing refrigeration plant.

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

PART IV.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained, the provisions relating to "Hours of Work" (clause 5), "Overtime and Payment for Work on Sundays and Certain Public Holidays" (clause 6), "Night-Shift Work" (clause 7), "Holiday and Unemployment Pay" (clause 13), Special Bonus (clause 14), "Illness and/or Injury on Duty Allowance" (clause 27), "Certificate of Service" (clause 31) of Part I of the Agreement and the provisions of Part III of the Agreement shall not apply to employees employed on Rates 8, 9, 10 and 11 work, labourers (other than labourers employed in terms of Part II of the Agreement) and watchmen, to whom except as is otherwise provided therein the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. HOURS OF WORK.

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

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

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

(3) An employee shall not be required or permitted to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour.

Periods of work interrupted by an interval of less than one hour shall, for purposes of this clause, be deemed to be continuous.

(4) Notwithstanding the provisions of this clause—

- (i) no employee who is a female, shall be required or permitted to work—
 - (a) between six o'clock p.m. and six o'clock a.m.; or
 - (b) after one o'clock p.m. on more than five days in any week;

7. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

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

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

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

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

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

DEEL IV.

SPESIALE VOORWAARDES MET BETREKKING TOT SEKERE SOORTE ARBEID HIERIN GENOEM.

Ondanks enigiets in hierdie bepalings, is die bepalings met betrekking tot „Werkure” (klousule 5), „Oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae” (klousule 6), „Nagskofwerk” (klousule 7), „Verlof- en werkloosheidsbesoldiging” (klousule 13), „Spesiale bonus” (klousule 14), „Siekte- en/of besering-op-diens-toelae” (klousule 27), „Dienssertifikaat” (klousule 31) van Deel I van die Ooreenkoms en die bepalings van Deel III van die Ooreenkoms nie van toepassing op werknemers wat in diens is volgens loongroepe 8, 9, 10 en 11, arbeiders (uitgesonderd arbeiders in diens kragtens Deel II van die Ooreenkoms), en wagte op wie, behoudens soos andersins daarin bepaal, die oorblywende bepalings van Deel I en die volgende spesiale bepalings toegepas moet word. (Die spesiale bepalings moet geld en moet voorrang geniet in geval van teenstrydigheid tussen hulle en genoemde oorblywende bepalings van Deel I.)

1. WERKURE.

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

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

(2) Tensy anders deur die Raad gemagtig, is die maksimum oortyd wat gewerk mag word, met inbegrip van werk op Sondae, hoogstens 10 uur per week.

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

(4) Ondanks die bepalings van hierdie klousule—

- (i) kan 'n vroulike werknemer nie verplig of toegelaat word om—
 - (a) tussen 6-uur nm. en 6-uur vm.; of
 - (b) na 1-uur nm. op meer as vyf dae per week te werk nie;

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

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

2. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS.

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

(2) Whenever an employee works on a Sunday, his employer shall pay to the employee—

- (i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday; or
- (ii) if he so works for a period exceeding four hours, remuneration, at a rate not less than one and two-thirds times the ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than one and two-thirds times the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater;

provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him or works a lesser period at his own request, such employee shall receive payment at one and two-thirds times the ordinary rate per hour of the employee concerned only for the period actually worked.

(3) The provisions of sub-clause (2) relating to payment for work on Sundays shall not apply in respect of shifts commencing on Sunday night in establishments working a two-shift or three-shift system, which shall be paid as follows:—

- (a) For the hours worked before midnight—at one and one-half times the ordinary hourly rate plus 8 per cent;
- (b) after midnight until completion of the shift—at the ordinary hourly rate plus 8 per cent.

(4) The provisions of this clause shall not apply to employees employed on watchman's work; provided that whenever a watchman works longer than a shift of twelve hours at a time or works for seven consecutive days, time so worked after completion of a twelve-hour shift and all time worked on a seventh consecutive day shall be regarded as overtime for which the watchman shall be paid at the rate of not less than one and one-third times his normal rate calculated on an hourly basis.

3. SHIFT WORK.

(1) Night shift work shall be paid at the hourly rate applicable plus eight per cent.

(2) In order to be on night shift work an employee must work three or more consecutive nights between 6 p.m. on Monday and 6 a.m. on Sunday of the same week, except in marine work where any three or more nights worked consecutively may constitute night shift work.

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

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

(a) Two-shift system—

- (i) work ordinarily performed on the shift commencing in the morning shall be paid at ordinary hourly rates, provided that if the shift commences before 6 a.m., time worked prior to 6 a.m. shall be paid at the ordinary hourly rate plus 8 per cent;
- (ii) work ordinarily performed on the second shift shall be paid for as follows:—
 - (aa) When the hours for the complete shift fall wholly within any period from 6 p.m. to 6 a.m. at the ordinary hourly rate plus 8 per cent;
 - (bb) when the hours for the complete shift do not fall wholly within any period from 6 p.m. to 6 a.m. at the ordinary hourly rate plus 4 per cent until midnight and after midnight, at the ordinary hourly rate plus 8 per cent.

(ii) kan 'n vroulike werknemer nie verplig of toegelaat word om—

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

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

2. OORTYD EN BETALING VIR WERK OP SONDAE.

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

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer aan die werknemer—

- (i) as hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk; of
- (ii) as hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging betaal teen minstens 1½ maal sy gewone loon, ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging van minstens 1½ maal die gewone besoldiging betaalbaar ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag;

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

(3) Die bepalings van subklousule (2) het betrekking tot betaling vir werk op Sondag; geld nie ten opsigte van skofte nie wat op Sondag nag begin in bedryfsinrigtings wat 'n tweeskof- of drieskofstelsel werk, waarvoor soos volg betaal moet word:—

- (a) Vir die ure voor middernag gewerk—teen een en 'n half maal die gewone uurloon, plus 8 persent;
- (b) na middernag tot voltooiing van die skof—teen die gewone uurloon, plus 8 persent.

(4) Die bepalings van hierdie klousule geld nie vir werknemers wat die werk van 'n wag verrig nie; met dien verstande dat wanneer 'n wag langer as 'n skof van twaalf uur op 'n keer werk of hy vir sewe agtereenvolgende dae werk, tyd aldus gewerk na voltooiing van 'n twaalfuurskof en alle tyd op 'n sewende agtereenvolgende dag gewerk, as oortyd geag word, waarvoor die wag teen minstens een en een-derde maal sy gewone loon, op 'n uurbasis bereken, betaal moet word.

3. SKOFWERK.

(1) Vir nagskofwerk word die uurloon wat van toepassing is, plus agt persent betaal.

(2) Ten einde op nagskofwerk diens te doen, moet 'n werknemer drie of meer agtereenvolgende nagte tussen 6 nm. op Maandag en 6 vm. op Sondag van dieselfde week werk, uitgesonderd werk in verband met see-aangeleenthede, waar enige drie of meer nagte wat agtereenvolgend gewerk is, nagskofwerk kan uitmaak.

(3) Minstens ses uur moet verloop tussen die plasing van 'n werknemer of nagskof en op dagskofte; met dien verstande dat 'n werknemer gedurende sodanige tussentydperk van ses uur mag werk, mits aan hom een-derde maal die uurloon ten opsigte van oortydwerk betaal word.

(4) In bedryfsinrigtings wat volgens 'n tweeskof- of drieskofstelsel werk, geskied betaling soos volg:—

(a) Tweeskofstelsel—

- (i) vir werk wat gewoonlik verrig word op die skof wat in die oggend begin, word die gewone uurloon betaal; met dien verstande dat indien die skof voor 6 vm. begin, daar vir tyd wat voor 6 vm. gewerk is, die gewone uurloon plus 8 persent betaal moet word;
- (ii) vir werk wat gewoonlik op die tweede skof verrig word, moet daar soos volg betaal word:—
 - (aa) Indien die ure vir die volledige skof geheel en al binne 'n tydperk vanaf 6 nm. tot 6 vm. val, die gewone uurloon plus 8 persent;
 - (bb) Indien die ure vir die volledige skof nie geheel en al binne 'n tydperk vanaf 6 nm. tot 6 vm. val nie, die gewone uurloon plus 4 persent tot middernag, en na middernag die gewone uurloon plus 8 persent.

(b) Three-shift system: Work ordinarily performed on the—

- (i) second shift, at the ordinary hourly rate plus 4 per cent;
- (ii) third shift, at the ordinary hourly rate plus 8 per cent;

(5) Time worked by employees on shift systems after the completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for it at one and one-third times the increased hourly rate until the usual starting time of the employee's next normal shift.

For purposes of the above, "increased hourly rate" means the ordinary hourly rate plus the amount per cent payable at the concluding time of the shift.

4. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) (a) Subject to paragraph (b)—if an employee does not work on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever the Day of the Covenant, Christmas Day or New Year's Day falls on a Saturday, an employee who does not work on such day shall be granted a full shift's remuneration in respect of such day as if the holiday had fallen within the period Monday to Friday inclusive.

(b) Employees employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part III of the Agreement, shall be entitled to all public holidays in terms of the Public Holidays Act, 1952, or as may be amended from time to time in respect of which an employee shall be paid not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

For purposes of paragraphs (a) and (b) the rate of remuneration of employees employed on Incentive Bonus work shall be the rate for the class of work scheduled in the Agreement.

(2) Save as is provided for in sub-clause (3) hereof, whenever an employee works on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter the overtime rate prescribed in sub-clause (1) of clause 2 of this part of the Agreement shall apply.

(3) Whenever an employee employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part III of the Agreement works on any public holiday in terms of the Public Holidays Act, 1952, or as may be amended from time to time, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter the overtime rate prescribed in sub-clause (1) of clause 2 of this Part of the Agreement shall apply.

(4) The provisions of this clause shall not apply to employees employed on watchman's work, or an employee who is on paid leave provided for in this Part of the Agreement.

5. PAID LEAVE.

(1) (a) Save as is provided for in paragraph (b), an employer shall grant, in accordance with the provisions of paragraphs (b), (c) and (d), to every employee employed by him in respect of each period of 12 months' employment with him, leave of absence of not less than three weeks on full pay or alternatively grant not less than two consecutive weeks of absence on full pay plus one week's pay in lieu of the third week of absence. For every public holiday referred to in clause 4 (2) of this part of the Agreement that falls within the period of such leave, the employer shall add a work-day to the said period as a further period of leave of absence on full pay.

(b) Employees employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part III of the Agreement, shall be entitled to two consecutive weeks paid holiday. Should any statutory public holiday fall within the period of the holiday, such period shall be extended by one day with full pay for each such day.

(c) An employer shall grant such leave as from a date fixed by him but not later than four months after the termination of the said period of 12 months' employment. Provided that if an employee has agreed thereto in writing before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

(d) An employer shall not grant such leave to be concurrent with any period during which the employee is under notice of termination of employment or (except at the written request of the employee) to be concurrent with any period during which the employee is undergoing military training in pursuance of the Defence Act of 1957.

(2) Every employee to whom leave is granted under sub-clause (1) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(3) Upon termination of an employee's employment his employer shall pay to him—

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

(b) Drieskofstelsel: Werk wat gewoonlik verrig word op die—

- (i) tweede skof, die gewone uurloon plus 4 persent;
- (ii) derde skof, die gewone uurloon plus 8 persent.

(5) Tyd wat werknemers gewerk het volgens skofstelsels na voltooiing van die gewone skof in die betrokke bedryfsinrigting, moet as oortyd gereken word en moet daarvoor teen een en 'n derde maal die verhoogde uurloon betaal word tot die gewone aanvangstyd van die werknemer se volgende gewone skof.

Vir die toepassing van bogenoemde, beteken „verhoogde uurloon” die gewone uurloon plus die bedrag persent wat by die aflooptyd van die skof ten opsigte daarvan betaalbaar is.

4. BETALING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) (a) Behoudens paragraaf (b) indien 'n werknemer nie op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van sodanige dag besoldig teen 'n loon van minstens sy gewone besoldiging asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het; Met dien verstande dat wanneer Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, besoldiging vir 'n volle skof moet ontvang ten opsigte van sodanige dag asof die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het.

(b) Werknemers wat in die Radio, Verkoelings- en/of Huishoudelike Toestel-bedieningsafdeling van die Nywerheid, Deel III van die Ooreenkoms, in diens is, is op alle openbare vakansiedae ingevolge die Wet op Openbare Feesdae, 1952, of soos dit van tyd tot tyd gewysig kan word, geregtig, ten opsigte waarvan 'n werknemer minstens sy gewone besoldiging betaal moet word asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

Vir die toepassing van paragraaf (a) en (b) is die besoldiging van werknemers wat aansporingsbonuswerk verrig, die loon wat vir dié klas werk in die Ooreenkoms genoem word.

(2) Behoudens die bepalings van subklousule (3) hiervan, wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en daarbenewens sy gewone loon vir die tyd wat hy werklik gewerk het tot die voltooiing van die skof, waarna die oortydloon wat in subklousule (1) van klousule 2 van hierdie Deel van die Ooreenkoms voorgeskryf word, moet geld.

(3) Wanneer 'n werknemer in diens in die Radio-, Verkoelings- en/of Huishoudelike Toestelbedieningsafdeling van die Nywerheid, Deel III van die Ooreenkoms, op enige openbare vakansiedag ingevolge die Wet op Openbare Feesdae, 1952, of soos dit tyd tot tyd gewysig kan word, werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en daarbenewens sy gewone loon vir die tyd wat hy werklik gewerk het tot die voltooiing van die skof, waarna die oortydloon wat in subklousule (1) van klousule 2 van hierdie Deel van die Ooreenkoms voorgeskryf word, moet geld.

(4) Die bepalings van hierdie klousule geld nie vir werknemers wat die werk van 'n wag verrig nie, of 'n werknemer wat met betaalde verlof is nie, waarvoor in hierdie Deel van die Ooreenkoms voorsiening gemaak word.

5. VERLOF MET BETALING.

(1) (a) Behoudens die bepalings van paragraaf (b) moet 'n werkgever, ooreenkomstig die bepalings van paragraaf (b), (c) en (d), aan elke werknemer by hom in diens ten opsigte van elke tydperk van 12 maande diens by hom, afwesigheidsverlof van minstens drie weke met volle betaling toestaan of hom anders minstens twee agtereenvolgende weke afwesigheidsverlof met volle betaling plus die betaling vir een week in die plek van die derde week van afwesigheid toestaan.

(b) Werknemers in diens in die Radio-, Verkoelings- en/of Huishoudelike Toestelbedieningsafdeling van die Nywerheid, Deel III van die Ooreenkoms, is op twee agtereenvolgende weke verlof met besoldiging geregtig. Indien enige statutêre openbare vakansiedag binne die verloftydperk sou val, moet sodanige tydperk met een dag verleng word, met volle betaling vir elke sodanige dag.

(c) 'n Werkgever moet sodanige verlof toestaan vanaf 'n datum wat nie later nie as vier maande na die afloop van genoemde tydperk van twaalf maande diens deur hom vasgestel moet word. Met dien verstande dat indien 'n werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe ooreengekom het, sy werkgever sodanige verlof aan hom kan toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maand.

(d) 'n Werkgever mag nie sodanige verlof toestaan dat dit saamval nie met enige tydperk waartydens die werknemer kennis gekry het dat sy diens beëindig is, of (uitgesonderd op die werknemer se skriftelike versoek) dat dit met enige tydperk sal saamval nie waartydens die werknemer militêre opleiding ooreenkomstig die Verdedigingswet, 1957, ondergaan.

(2) Elke werknemer aan wie verlof kragtens subklousule (1) toegestaan is, moet betaling van die werkgever ten opsigte van sodanige verlof of of voor die laaste werkdag voor die aanvang van genoemde tydperk ontvang.

(3) By beëindiging van sy diens moet die werkgever die werknemer—

- (a) sy volle besoldiging betaal ten opsigte van enige tydperk van verlof wat vir hom opgehoop het maar nie voor diensbeëindigingsdatum toegestaan is nie; en

(b) (i) in the case of employees, other than those referred to in sub-clause (1) (b), one-twelfth of his full pay for three weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (1) or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment;

(ii) in the case of an employee referred to in sub-clause (1) (b), one-twelfth of his full pay for two weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (1) or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

(4) Any period during which an employee—

- (a) is on leave in terms of sub-clause (1); or
- (b) is undergoing military training in pursuance of the Defence Act of 1957; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness;

shall be deemed to be "employment" for the purpose of sub-clauses (1) and (3): Provided that—

- (i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails after the request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during 12 months of employment which is in excess of 30 days;
- (ii) any employee whose employer is by any law required to provide for the care and treatment of employees while sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i); and
- (iii) the provisions of paragraph (b) shall not apply in respect of a period in excess of four months during any period of twelve calendar months.

(5) Any amount paid to an employee in terms of sub-clause (2) or sub-clause (3) of this clause shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, provided that the rate of remuneration of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months of such employment or, whichever is the lesser, the number of weeks actually worked on incentive bonus work.

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

6. CERTIFICATE OF SERVICE.

Every employer shall provide each employee on the termination of his employment with a certificate of service in such form as may be prescribed by the Council from time to time.

Signed, at Cape Town, for and on behalf of the parties this 16th day of March 1964.

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

ANNEXURE A.

To be submitted at the end of each month to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

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

Return for the month of _____ 19____

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

(b) (i) in die geval van werknemers, uitgesonderd dié in subklousule (1) (b) genoem, een twaalfde van sy volle besoldiging vir drie weke t.o.v. elke voltooiende maand diens by die werkgever na die datum waarop hy laas op verlof ingevolge subklousule (1) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens.

(ii) in die geval van 'n werknemer in subklousule (1) (b) genoem, een twaalfde van sy volle besoldiging vir twee weke ten opsigte van elke voltooiende maand diens by die werkgever na die datum waarop hy laaste kragtens subklousule (1) op verlof geregtig geword het, of, in die geval van 'n werknemer wat vir minder as 12 maande in diens is, na die aanvangsdatum van sy diens.

(4) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ingevolge subklousule (1); of
- (b) militêre opleiding ondergaan ooreenkomstig die Verdedigingswet, 1957; of
- (c) op las of op versoek van die werkgever van die werk afwesig is; of
- (d) weens siekte van die werk afwesig is.

moet vir die toepassing van subklousules (1) en (3) as „diens” geag word; met dien verstande dat—

- (i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van 'n tydperk van afwesigheid as gevolg van siekte van meer as drie agtereenvolgende dae, as die werknemer versuim om op versoek van die werkgever 'n sertifikaat van 'n mediese praktisyn voor te lê dat hy deur siekte verhinder is om sy werk te doen, of t.o.v. dié gedeelte van 'n totale tydperk van afwesigheid as gevolg van siekte gedurende 12 maande diens, wat meer as 30 dae is;
- (ii) as die werkgever by wet verplig is om te sorg vir die versorging en behandeling van sy werknemers terwyl hulle siek of beseer is, daar nie van dié werknemers vereis kan word om 'n doktersertifikaat in te dien ten opsigte van enige tydperk van afwesigheid in subparagraaf (i) genoem nie; en
- (iii) die bepalings van paragraaf (b) geld nie ten opsigte van 'n langer tydperk as vier maande gedurende 'n tydperk van twaalf kalendermaande nie.

(5) Enige bedrag wat aan 'n werknemer ingevolge subklousules (2) of (3) van dié klousule betaal word, moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens geëindig het, na gelang van die geval; met dien verstande dat die besoldiging van werknemers wat aansporingsbonuswerk verrig, bereken moet word op die gemiddelde weeklikse verdienste uitgesonderd oortyd oor die laaste drie maande van sodanige diens of, wat ook al die kleinste getal mag wees, die getal weke wat hy werklik aansporingsbonuswerk verrig het.

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

6. DIENSSERTIFIKAAT.

Elke werkgever moet aan elke werknemer by die eindiging van sy diens 'n dienssertifikaat verskaf in dié vorm wat van tyd tot tyd deur die Raad voorgeskryf mag word.

Namens die partye op hede die 16de dag van Maart 1964 te Kaapstad onderteken.

F. D. OPPERMAN, *Voorsitter.*
J. P. ARNOT, *Vise-voorsitter.*
W. R. PENGELLY, *Sekretaris.*

AANHANGSEL A.

Moet aan die einde van elke maand aan die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gestuur word.

Naam van firma _____ (kantoor)
Adres _____ (werkswinkel).

Opgawe vir die maand _____ 19____

Bystands-fondsnummer.	In diens geneem en ontslaan.		Datum van indiens-neming.	Datum van uitdiens-treding.
	Naam van werknemer.	Be-roep.		

EMPLOYEES LIABLE FOR LEVIES.

Number of Apprentices not Liable for Levies.

No. as per last Return.....
 Add: Engagements.....
 Less: Discharges.....
 No. at date of this Return....

LEVIES PAYABLE.

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

Cheque herewith..... R

Full lists of employees are required on the first submission of this form only.

Subsequent lists merely to indicate engagements and discharges.

If sufficient space is not provided on this form, please submit supplementary typed lists.

Firms are required to submit this information monthly, in terms of Clause 29 of Part I of the Agreement.

ANNEXURE B.

DIVISION 1.

Electrical Installations, Maintenance, Repair and/or Servicing Work:—

Rate 1 (n.e.s.)—

Per Hour.
Cents.

Armature winding.....	76·98
*Electrical communications technician's work.....	
Electrical fitting.....	
Erecting overhead power lines (supervisory work in the field).....	
Installing electrical generation, distribution and motive power equipment including cable jointing.....	
Telephone electrician's work.....	
X-ray and electro medical mechanic's work.....	

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

Rate 2.

Per Hour.
Cents.

†Intercommunication telephone installing (excluding electronic equipment)—	
First six months of experience.....	65·04
Second six months of experience.....	67·60
Third six months of experience.....	69·94
Thereafter.....	74·43

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

WERKNEMERS WAT HEFFINGS MOET BETAAL.

Getal vakleerlinge wat nie heffings moet betaal nie.

Getal in vorige opgawe.....
 Plus: Indiensnemings.....
 Min: Persone ontslaan.....
 Getal op datum van hierdie opgawe....

HEFFINGS BETAALBAAR.

Getal werknemers.	Weke in diens.	Klas.	Werknemers-bydraes.	Werkgewers-bydraes.	Totaal.
		I. Korting— 10c per week....	R c	R c	R c
		II. Korting— 7½c per week....			
		III. Korting— 5c per week....			
		IV. Korting— 3c per week....			
		V. Korting— 2c per week....			
		VII. Korting— 1c per week....			

Tjek hierby..... R

Volledige lysie van werknemers moet slegs by die eerste indiening van hierdie vorm opgestuur word.

Daaropvolgende lysie moet net in diensnemings en persone ontslaan te vermeld.

As daar nie voldoende ruimte op hierdie vorm is nie, stuur dan asb. aanvullende getikte lysie.

Firmas moet hierdie inligting maandeliks ingevolge klousule 29 van Deel I van die Ooreenkoms verstrek.

AANHANGSEL B.

AFDELING 1.

Elektriese installasies, onderhoud, herstelwerk en/of bediening.

Tarief 1. (n.e.v.)

Per uur.
Sent.

Ankerwikkeling.....	76·98
*Elektriese kommunikasiewerk (tegnies).....	
Elektriese toebereens aanbring.....	
Kragluglyne aanbring (opsigterswerk te velde).....	
Uitrusting, met inbegrip van kabbellawerk, installeer vir opwekking van elektrisiteit verspreiding en dryfkrag.....	
Telefoonelektrisiën se werk.....	
Werktuigkundige by X-straal- en elektromediese werk.....	

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

Tarief 2.

Per uur.
Sent.

†Installering van intertelefone (elektroniese uitrusting ui geslote)—	
Eerste ses maande ervaring.....	65·04
Tweede ses maande ervaring.....	67·60
Derde ses maande ervaring.....	69·94
Daarna.....	74·43

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

Rate 3. Per Hour.
Cents.
Operating balancing machine..... 71·87

Rate 7.
‡All armature winding operations using preformed coils (excluding connecting up and/or testing required in the rewinding of generators and motors exceeding 250 lb. but not exceeding 750 lb. (gross weight of finished product) or alternatively machines whose horsepower has been determined by the expression—

$$\text{H.P.} = \frac{\text{R.P.M.}}{100} \text{ and}$$

$$\text{H.P.} = \frac{\text{R.P.M.}}{30} \dots\dots\dots 61·65$$

Rate 7b.
‡All armature winding operations in the rewinding of generators and motors of 250 lb. less (gross weight of finished product) or alternatively machines whose horsepower shall not be greater than determined by the expression—

$$\text{H.P.} = \frac{\text{R.P.M.}}{100}$$

Taping and/or wrapping of coils and/or tubes..... 34·19

Rate 9.
Winding and/or pulling of stator and/or rotor loops by hand and/or by power machines when the machine is prepared and set up by a Rate 1 employee; soldering; drilling and/or counter-sinking.—

First six months of experience..... 19
Thereafter..... 20

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

First six months of experience..... 16
Thereafter..... 17

Rate 11.
Cleaning and tinning of coil ends and/or leads..... }
Making of copper clips on formers..... } 16
Varnishing of coils by brushing and/or dipping.... }
Varnishing laminations..... }

Rate 12.
General labouring including the following, viz.—
Cleaning of machines..... }
Cleaning of laminations..... } 16
Stripping insulation from wire ends..... }
Stripping of old windings..... }
Tinning in solder pot..... }

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

ANNEXURE C.

DIVISION 2.

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

(i) Definitions—

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

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

Tarief 3. Per uur.
Sent.
Bediening van balanseermasjien..... 71·87

Tarief 7.
‡Alle werk in verband met ankerwikkeling waarby voorafgevormde spoele gebruik word (uitgesonderd verbinding en toetsing), wat by die herwikkeling van ontwikkelars en motore van meer as 250 lb. maar hoogstens 750 lb. (brutogewig van voltooide produk) of anders masjiene waarvan die perdekrag bepaal is deur die uitdrukking—

$$\text{H.P.} = \frac{\text{O.P.M.}}{100} \text{ en}$$

$$\text{H.P.} = \frac{\text{O.P.M.}}{30} \dots\dots\dots 61·65$$

Tarief 7b.
‡Alle werk in verband met ankerwikkeling by verwikkeing van ontwikkelars en motore van 250 lb. en minder (bruto gewig van voltooide produk), of anders masjiene waarvan die perdekrag nie groter is as wat deur die uitdrukking—

$$\text{H.P.} = \frac{\text{O.P.M.}}{100}$$

bepaal word nie—

Spoele en/of buise afwerk of toedraai..... 34·19

Tarief 9.
Wikkél en/of vastrek van stator- en/of rotorlusse met die hand en/of kragmasjiene wanneer die masjiene voorberei en gestel word deur 'n loongroep 1-werknemer; soldeer; boor- en/of versinkboorwerk—

Eerste ses maande ondervinding..... 19
Daarna..... 20

Tarief 10.
Uitgloe en vernis van bedekte draad; mika en/of isoleerbuis en/of stawe en/of spoele bak en/of pers; katoen en/of glas vleg; lamellerings met masjiene opdraai; geleiers met katoen en/of glas en/of papier bedek; koperdraad deur stempels trek; gate met masjiene in lamelleerogies stamp; motore en/of spoele bespuit—

Eerste ses maande ondervinding..... 16
Daarna..... 17

Tarief 11.
Spoelente en/of geleiers skoonmaak en vertin..... }
Koperknippe aan vormers maak..... } 16
Spoele met kwas vernis of deur in te doop..... }
Lamellerings vernis..... }

Tarief 12.
Algemene arbeid, met inbegrip van—
Masjiene skoonmaak..... }
Lamellerings skoonmaak..... } 16
Isolering van draadente afstroop..... }
Ou wikkellingsafstroop..... }
In soldeerpot vertin..... }

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

AANHANGSEL C.

AFDELING 2.

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

(i) Woordomskrivings—

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

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

(ii) Wages and/or Earnings—

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

Rate 1.	Per Hour. Cents.
*Electrical communications fitter's work.....	76·98
Telephone electricians work.....	
Rate 2.	
Telephone wireman's work.....	74·43

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

ANNEXURE D.

DIVISION 3.

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

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

For the purposes of this Division—

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

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

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

Rate 6.	Per Hour. Cents.
Standard electrical testing of equipment and/or components during and after preparation and erection.....	64·20

Rate 8.

Preparation, namely:—

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

First six months of experience.....	23·50
Thereafter.....	24·50

Rate 9.

Preparation, namely—

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

First six months of experience.....	19
Thereafter.....	20

Rate 10.

Application of anti-corrosive coatings; filling and/or topping of ceramic insulating paste into and/or onto preformed housing by gauge; forming grooves into ceramic paste and/or covering by dies to jigs or stops by means of a press—

First six months of experience.....	16
Thereafter.....	17

Rate 11.

Cutting and/or stripping wire; cleaning and/or tapping holes already drilled and tapped; cleaning, scraping and/or spraying of preformed resistance housings; fettling by hand and/or by grinding and/or polishing by machine and/or hand; preparation and/or mixing of ceramic constituents to gauge; stamping and/or affixing identification plates and labels—

Preparation, namely—

- (1) Inserting screws and nuts to ceramics and nut retainers to other metal parts (excluding connecting of leads).....
- (2) Placing into position of base plates and terminal blocks into and/or onto heating units (excluding connecting of leads)....
- (3) Reinforcing element lead wires.....
- (5) Threading insulators to lead wires.....

16

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

Tarief 1.	Per uur. Sent.
*Elektriese kommunikasie-monteur se werk....	76·98
Telefoonelektrisiën se werk.....	
Tarief 2.	
Telefoondraadwerker.....	74·43

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

AANHANGSEL D.

AFDELING 3.

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

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

Vir die toepassing van hierdie afdeling beteken—

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

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

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

Tarief 6.	Per uur. Sent.
Elektriese standaardtoetsing van uitrusting en/of bestanddele gedurende en na voorbereiding en oprigting.....	64·20

Tarief 8.

Voorbereiding, nl.—

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

Eerste ses maande ondervinding.....	23·50
Daarna.....	24·50

Tarief 9.

Voorbereiding, nl.—

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

Eerste ses maande ondervinding.....	19·00
Daarna.....	20·00

Tarief 10.

Roeswerende lae aansit; keramiekisoleerpasta in en/of op voorafgevormde hulsels volgens mate; toemaak en/of aanvul; gleuwe in keramiekpasta vorm en/of toemaak deur stempels in stelmasjiene of stoppe deur middel van 'n pers—

Eerste ses maande ondervinding.....	16·00
Daarna.....	17·00

Tarief 11.

Draad sny of afstroop; gate reeds geboor en getap, weereens sny en/of tap; gevormde weerstandhulsels skoonmaak, skraap en/of spuit; met die hand gelykskuur en/of met 'n masjiën en/of die hand skuur en/of poleer; keramiekbestanddele volgens mate voorberei en/of meng; identifikasieplaatjies en -etikette stempel en/of vassit—

Voorbereiding, nl.—

- (1) Skroewe en moere in keramiek insit en moerhouers in ander metaaldele (uitgesonderd die verbinding van loodsoorte)....
- (2) Grondplate en eindblokke in en/of op verhittingseenhede in posisie plaas (uitgesonderd die verbinding van geleiers).....
- (3) Geleiers van elemente versterk.....
- (4) Isolators volgens geleiers sny.....

16·00

ANNEXURE E.

DIVISION 4.

Neon signs and hot and cold cathode fluorescent lighting construction, preparation, installation, repair and servicing division.

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

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

Rate 1.	Per Hour. Cents.
Bending glasstubes (n.e.s.).....	76·98
Erection of signs on site.....	
Final wiring and/or preparation of signs.....	
Lay-out work.....	
Servicing and/or maintaining of signs.....	
Sheet metal working (n.e.s.).....	
Signwriting.....	
Learnerships in respect of the above (other than designated trades), viz.—	Per Week.
	R c
First year of experience.....	9 49·50
Second year of experience.....	10 49·50
Third year of experience.....	12 47·50
Fourth year of experience.....	14 47·50
Thereafter Rate 1.	

Rate 6.	Per Hour. Cents.
Baking coated glass tubes.....	64·20
Evacuating and/or filling glass tubes (n.e.s.).....	
Final wiring and/or preparation and/or testing of hot and cold cathode fluorescent lighting units..	
Welding to jigs and/or welding parts so formed and/or located as to obviate the need for jig....	

Rate 7.	
Applying fluorescent coating to glass tubes.....	61·65
Preparing electrodes.....	
Bending of glass tubes to jigs and/or moulds....	
Evacuating and/or filling of prepared glass tubes by automatic or semi-automatic machine.....	
Sealing machine operating.....	
Sign face masking.....	
Tracing in the lay-out department.....	
Welding of electrodes to glass tubes.....	

Rate 9.	
Beading and/or seaming and/or grooving and/or locking double side top or bottom; circular cutting and/or flanging and/or slitting by machine; cutting and/or cropping and/or shearing to templates and/or marks and/or stops and/or jigs and/or length gauges; cutting glass tubes to length; hot and/or cold bending and/or forming to jigs and/or dies and/or stops; hot and/or cold blanking by press; operating press; operating spot and/or butt welding machine; preparing and/or spraying of sign boxes for reception of sign faces; punching to marks and/or stops and/or jigs and/or gauges by hand and/or machine; repetition operation of a drilling machine; rivetting by hand and/or machine; roller bending; steam welding; soldering; spraying of vitreous enamel (sign faces)—	
First six months of experience.....	19
Thereafter.....	20

Rate 10.	
Preparing connector blocks; cutting wiring connections to set lengths and fitting eyelets; fixing ballasts to wiring channels; dismantling of old signs (in shop); metal cleaning by pickling and/or degreasing by vat and/or tank—	
First six months of experience.....	16
Thereafter.....	17

Rate 11.	
Dipping in enamel and/or paint.....	16
Washing and/or rinsing and/or drying of glass tubes.....	

AANHANGSEL E.

AFDELING 4.

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

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

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

Tarief 1.	Per uur. Sent.
Glasbuise buig (n.e.v.).....	76·98
Reklameborde op persele oprig.....	
Reklameborde finaal bedraad en/of voorberei....	
Uitlêwerk.....	
Reklameborde bedien en/of onderhou.....	
Plaatmetaalwerk (n.e.v.).....	
Letterskilder.....	
Leerlingskap, t.o.v. bogenoemde (behalwe aangewese bedrywe), nl.—	Per week.
	R c
Eerste jaar ondervinding.....	9 49·50
Tweede jaar ondervinding.....	10 49·50
Derde jaar ondervinding.....	12 47·50
Vierde jaar ondervinding.....	14 47·50
Daarna Tarief 1.	

Tarief 6.	Per uur. Sent.
Bedekte glasbuise bak.....	64·20
Glasbuise leeg- en/of volmaak (n.e.v.).....	
Warm en koue fluoresserende katodeligeeenhede finaal bedraad en/of voorberei en/of toets.....	
In stelmasjiene en/of sweisdele sweis wat aldus gevorm is en/of waarvan die plek bepaal is om die noodsaaklikheid van 'n stelmasjiën uit te skakel.....	

Tarief 7.	
Fluoresserende lae aan glasbuise aansit.....	61·65
Elektrodes voorberei.....	
Glasbuise in stelmasjiene en/of gietvorms buig...	
Voorbereide glasbuise met outomatiese of half-outomatiese masjiën leeg- en/of volmaak.....	
Verseëlmasjiën bedien.....	
Voorraansig van reklameteken maskeer.....	
Natrek in die tekenafdeling.....	
Elektrodes aan glasbuise sweis.....	

Tarief 9.	
Dubbele kante en bo- en onderkante omkraal en/of omsoom en/of groef en/of sluit; rondsny en/of flense sny en/of oopsny met masjiën; volgens leipatrone en/of merke en/of stoppe en/of stelmasjiene en/of lengtemeters sny en/of kortsny en/of skuinsny; glasbuise in lengtes sny; warm- en/of koudbuig en/of vormwerk in stelmasjiene en/of stempels en/of stoppe; blinde stukke warm en/of koud met perse uitslaan; perse bedien; punt- en/of stompsweismasjiene bedien; neonkiste voorberei en/of spuit om die reklameteken daarop te monteer; met die hand en/of masjiën volgens merke en/of stoppe en/of stelmasjiene en/of meters pons; herhalingsbediening van boormasjiene; klinkwerk met die hand en/of masjiën doen; rolbuigwerk; nate sweis; soldeer; verglasing spuit (reklameteken)—	
Eerste ses maande ondervinding.....	19
Daarna.....	20

Tarief 10.	
Verbindingsblokke voorberei; bedradingsverbindings volgens vasgestelde lengtes sny en ogies monteer; ballas aan bedradingskanale vasmaak; ou reklameborde (in werkwinkel) uitmekaarhaal; metaal met suur skoonmaak en/of ontvetting in vat en/of tenk—	
Eerste ses maande ondervinding.....	16
Daarna.....	17

Tarief 11.	
In emalje en/of verf indoop.....	16
Glasbuise was en of uitspoel en/of droogmaak..	

ANNEXURE F.

DIVISION 5.

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

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

Rate 1.	Per Hour. Cents.
Radiotrician's work—which includes tracing and/or correcting faults in radio equipment.....	76·98
Refrigerator mechanic's work.....	
Refrigerator cabinet making.....	
Rate 7A.	
Domestic appliance handyman (an employee who fits radios and/or refrigerators, and/or any other household electrical appliances to existing electrical connections or plugs and/or erects aerials).....	48·18
Rate 8.	
Mounting of assembled new radiogram units and/or new chassis into cabinets which have previously been cut to accommodate receivers and/or gram units—	
First six months of experience.....	23·50
Thereafter.....	24·50
Rate 9.	
Uncrating and erecting of domestic appliances, other than the wiring up of such appliances; repetition soldering—	
First six months of experience.....	19
Thereafter.....	20

No. R. 800.] [12 June 1964.

WAR MEASURES ACT, 1940.

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

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 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 and Servicing Industry published under Government Notice No. R. 879 of the 12th June, 1964.

A. E. TROLLIP,
Minister of Labour.

No. R. 881.] [12 June 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

I, ALFRED ERNEST TROLLIP, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Electrical Contracting and Servicing Industry published under Government Notice No. R. 879 of the 12th June, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

A. E. TROLLIP,
Minister of Labour.

AANHANGSEL F.

AFDELING 5.

Die ontwerp, voorbereiding, oprigting en/of installing van uitrusting vir radio's, koelkaste en huishoudelike elektriese toestelle.

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

Tarief 1.	Per uur. Sent.
Radiotrisiënswerk—met inbegrip van die opspoor en/of verhelp van defekte in radiotoerusting....	76·98
Werktuigkundige by koelinrigtings.....	
Werktuigkundige by huishoudelike toestelle.....	
Maak van koelkaste se kaste.....	
Tarief 7A.	
Handlanger by huishoudelike toestelle (n werknemer wat radio's en/of koelkaste en/of enige ander huishoudelike elektriese toestelle met bestaande elektriese leidings of stopkontakte verbind en/of lugdrade oprig).....	48·18
Tarief 8.	
Nuwe gemonteerde radiogrameenhede en/of nuwe onderstelle in kaste insit wat vroeër inmeekaargesit is om ontvangtoestelle en/of grameenhede te bevat—	
Eerste ses maande ondervinding.....	23·50
Daarna.....	24·50
Tarief 9.	
Huishoudelike toestelle uitpak en oprig (maar nie die bedrading van sulke toestelle nie); by herhalingsoldeer—	
Eerste ses maande ondervinding.....	19
Daarna.....	20

No. R. 800.] [12 Junie 1964.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, skort hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Elektrotegniese Aannemings- en Bedieningsnywerheid wat by Goewermentskennisgewing No. R. 879 van 12 Junie 1964 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 881.] [12 Junie 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid, verklaar hierby kragtens subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemings- en Bedieningsnywerheid, gepubliseer by Goewermentskennisgewing No. R. 879 van 12 Junie 1964, oor die algemeen vir persone wie se werkure 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 ooreenstemmende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

CONTENTS.

No.		PAGE
	Department of Labour.	
	GOVERNMENT NOTICES.	
R. 879.	Electrical Contracting and Servicing Industry (Cape)	1
R. 880.	Suspension of Cost of Living Allowance Regulations published under War Measures No. 43 of 1942, as Amended	38
R. 881.	Electrical Contracting and Servicing Industry (Cape)	38

INHOUD.

No.		BLADSY
	Departement van Arbeid.	
	GOEWERMENSKENNISGEWINGS.	
R. 879.	Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)	1
R. 880.	Opskorting van Regulasies op Lewenskostetoelae gepubliseer by Oorlogsmaatreëls No. 43 van 1942, soos Gewysig	38
R. 881.	Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)	38

POSTAGE RATES

TO DESTINATIONS IN SOUTH AFRICA

Letters (surface mail).....	2½c for first oz.; 1c for each additional oz.
Letters (air mail).....	3c for first oz.; 1½c for each additional oz.
Postcards (surface mail).....	1½c each.
Postcards (air mail).....	2c each.
Aerogrammes.....	2½c each.
Printed papers.....	1c for first 2 oz.; ½c for each additional 2 oz.
Commercial papers.....	1c per 2 oz.
Newspapers.....	½c per 4 oz. per copy. Limit of weight per packet, 1 lb.
Samples.....	1c per 2 oz.

PARCELS (SURFACE MAIL)

<i>Ordinary Parcels:</i>		
(a) Parcels (excepting agricultural and air parcels) posted in South Africa for delivery within South Africa (excepting South West Africa)	Up to 8 oz.....	5c
	Above 8 oz. up to 2 lb.....	10c
	Above 2 lb. up to 7 lb.....	30c
	Above 7 lb. up to 11 lb.....	60c
	Above 11 lb. up to 22 lb.....	110c
(b) Parcels (excepting air parcels) posted in South Africa for delivery in South West Africa	Up to 8 oz.....	5c
	Above 8 oz. up to 1 lb.....	7c
	For every additional lb. or fraction thereof	7c
For Basutoland, Swaziland, Mozambique.....	7c per lb.	
For Bechuanaland Protectorate	7c per lb. (Kazungula 16c per lb.).	
Parcels (agricultural).....	2½c per lb.	
Parcels (air mail).....	10c per ½ lb.	
*Cash on delivery fees.....	For trade charges up to and including R2.....	15c
	For each additional R2 or part thereof.....	2½c
†Parcel insurance fees.....	Fee	Limits of compensation.
	5c	R10
	6c	R20
	Plus 1c for each additional R20 or part thereof up to a maximum of R400.	
Registration fee.....	5c per article.	
Express delivery fees.....	Handling charge.....	5c
	Delivery charge 5c per mile or part of a mile.	

N.B.—The postage rates on letters, postcards, aerogrammes, printed papers, commercial papers and samples to destinations in the African Postal Union [Angola; Basutoland; the Bechuanaland Protectorate; Burundi; Cameroun, Republic of; Congo, Republic of (Leopoldville); French Equatorial Africa (Gabon, Republic of; Congo, Republic of (Brazzaville); Central African Republic; Chad, Republic of; Kenya; Madagascar; Mozambique; Northern Rhodesia; Nyasaland; Rwanda; South West Africa; Southern Rhodesia; Swaziland; Tanganyika; Uganda] are the same as those within South Africa for surface and air mail, respectively.

* A C.O.D. service is also available to the following countries of the African Postal Union: Kenya, Mozambique, Northern Rhodesia, Nyasaland, Southern Rhodesia, Tanganyika and Uganda.

† An insured parcel service is also available to Southern Rhodesia, Northern Rhodesia and Nyasaland. Parcels for this destination cannot, however, be insured for more than R120.

POSTARIEWE

NA BESTEMMINGS IN SUID-AFRIKA

Briewe (landpos).....	2½c vir eerste ons; 1c vir elke bykomende ons.
Briewe (lugpos).....	3c vir eerste ons; 1½c vir elke bykomende ons.
Poskaarte (landpos).....	1½c elk.
Poskaarte (lugpos).....	2c elk.
Lugbriewe.....	2½c elk.
Drukwerk.....	1c vir eerste 2 onse; ½c vir elke bykomende 2 onse.
Handelstukke.....	1c per 2 onse.
Nuusblaaie.....	½c per 4 onse per eksemplaar. Maksimum gewig per pakkie, 1 lb.
Monsters.....	1c per 2 onse.

PAKKETTE (LANDPOS)

<i>Gewone pakkette:</i>		
(a) Pakkette (behalwe landbou- en lugpakkette) gepos in Suid-Afrika vir aflewering in Suid-Afrika (behalwe Suidwes-Afrika).	Tot 8 onse.....	5c
	Bo 8 onse tot 2 lb.	10c
	Bo 2 lb. tot 7 lb.	30c
	Bo 7 lb. tot 11 lb.	60c
(b) Pakkette (behalwe lugpakkette) gepos in Suid-Afrika vir aflewering in Suidwes-Afrika:	Bo 11 lb. tot 22 lb.	110c
	Tot 8 onse.....	5c
	Bo 8 onse tot 1 lb.	7c
	Vir elke bykomende lb. of gedeelte daarvan.....	7c
Vir Basoetoland, Swaziland, Mosambiek.....	7c per lb.	
Betsjoeanaland-protectoraat.	7c per lb. (Kazungula 16c per lb.).	
Pakkette (landbou).....	2½c per lb.	
Pakkette (lugpos).....	10c per ½ lb.	
*K.B.A.-geld.....	Vir handelsbedrae tot en met R2.....	15c
	Vir elke bykomende R2 of gedeelte daarvan.....	2½c
†Pakketversekeringsgeld.....	Versekeringsgelde.	Maksimum vergoeding.
	5c	R10
	6c	R20
	Plus 1c vir elke R20 of gedeelte daarvan tot 'n maksimum van R400.	
Registrasiegeld.....	5c per posstuk.	
Spoebestelgeld.....	Hanteerkoste.....	5c
	Afleweringkoste 5c per myl of gedeelte daarvan.	

L.W.—Die postariewe op briewe, poskaarte, lugbriewe, drukwerk, handelstukke en monsters na bestemmings in die Posunie van Afrika [Angola; Basoetoland; Betsjoeanaland-protectoraat; Burundi; Frans-Ekwatoriaal-Afrika (Gaboen, Republiek; Kongo, Republiek (Brazzaville); Sentraal-Afrika, Republiek; Tsaad, Republiek; Kameroen, Republiek); Kenja; Kongo, Republiek (Leopoldstad); Madagaskar; Mosambiek; Noord-Rhodesië; Njassaland; Rwanda; Suid-Rhodesië; Suidwes-Afrika; Swaziland; Tanganjika; Uganda] is dieselfde as dié binne Suid-Afrika vir land- en lugpos, onderskeidelik.

* 'n K.B.A.-diens is ook beskikbaar na die volgende lande van die Posunie van Afrika: Kenja, Mosambiek, Noord-Rhodesië, Njassaland, Suid-Rhodesië, Tanganjika en Uganda.

† 'n Versekerde pakketdiens is ook beskikbaar na Suid-Rhodesië, Noord-Rhodesië en Njassaland. Pakkette vir dié bestemming kan egter nie vir meer as R120 verseker word nie.

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