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[No. 890.]

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**No. R. 1352.] [28 Augustus 1964.
WET OP NYWERHEIDSVERSOENING, 1956.**ELEKTROTEGNIËSE NYWERHEID, NATAL.****GROEPSLEWE- EN VOORSORGFONDS-
OOREENKOMS.**

(„A"-SKEMA).

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

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Mei 1965 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is; en

(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, 2 (1) en 7, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Mei 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat—

(i) in die munisipale gebiede van Durban en Pietermaritzburg betrokke is by of in diens is in verband met die werksaamhede gemeld in paragrafe (a), (b) en (c) van die woordomskrywing van „Elektrotegniese Nywerheid" in klousule 3 van die Ooreenkoms;

(ii) in die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu betrokke is by of in diens is in verband met die werksaamhede gemeld in paragraaf (d) van die woordomskrywing van „Elektrotegniese Nywerheid" in klousule 3 van die Ooreenkoms.

M. VILJOEN,
Adjunk-minister van Arbeid.

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**No. R. 1352.] [28 August 1964.
INDUSTRIAL CONCILIATION ACT, 1956.**ELECTRICAL INDUSTRY, NATAL.****GROUP LIFE AND PROVIDENT FUND
AGREEMENT.**

(„A" SCHEME).

On behalf of the Minister of Labour, I, MARAIS
VILJOEN, Deputy-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 Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 28th May, 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; and

(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, 2 (1) and 7, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 28th May, 1965, upon all employers and employees other than those referred to in paragraph (a) of this notice, who—

(i) in the municipal areas of Durban and Pietermaritzburg are engaged or employed in the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of the Agreement;

(ii) in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu are engaged or employed in the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of the Agreement.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS.
(SKEMA "A").

OOREENKOMS

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

Electrical Engineering and Allied Industries Association; die Radio, Refrigeration and Electrical Appliance Association of South Africa; en die Electrical Contractors Association (South Africa)

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

South African Electrical Workers' Association; en die Amalgamated Engineering Union

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), om die Ooreenkoms gepubliseer by Goewermenskennisgewing No. 1086 van 19 Julie 1957, soos gewysig en verleng by Goewermenskennisgewings Nos. 2001, 41, 310, 1154, 111 en 773 onderskeidelik van 20 Desember 1957, 13 Januarie 1961, 24 Februarie 1961, 20 Julie 1962, 25 Januarie 1963 en 24 Mei 1963, soos volg te wysig en te vervang:—

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms, tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag tot 28 Mei 1965 of vir dié tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Behoudens andersluidende bepalings in hierdie klousule, is die bepalings van hierdie Ooreenkoms van toepassing op en moet nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Nywerheid wat onderskeidelik lede is van die werkgewersorganisasies en die vakverenigings en wat in diens of werksaam is in—

(a) die werksaamhede vervat in paragrafe (a), (b) en (c) van die woordskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Ooreenkoms in die munisipale gebiede van Durban en Pietermaritzburg;

(b) die werksaamhede vervat in paragraaf (d) van die woordskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Ooreenkoms in die provinsie Natal van die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

(2) Die bepalings van hierdie Ooreenkoms is nie van toepassing nie op 'n werknemer wat op 29 Julie 1957 of daarna 'n deelnemer was aan, of lid geword het van enige fonds wat voorsiening maak vir voorsorg- en/of pensioenvoordele, wat op genoemde datum bestaan het (en waaraan die werkgewer van daardie werknemer op genoemde datum deelgeneem het) of op die werkgewer van daardie werknemer gedurende slegs dié tydperk wat sodanige fonds in werking bly en beide die werkgewer en die werknemer daaraan deelneem; met dien verstande dat 'n fonds wat uitsluitlik voorsiening maak vir die betaling van voordele by afsterwe, nie geag word 'n pensioen- of voorsorgfonds vir die toepassing van hierdie Ooreenkoms te wees nie.

(3) Ondanks die bepalings van subklousule (2), is die bepalings van hierdie Ooreenkoms op werkgewers en werknemers van toepassing ten opsigte van enige werknemer wat nie deur 'n fonds soos dié in genoemde subklousule bedoel, gedek word of nie meer daardeur gedek word nie.

3. WOORDSKRYWINGS.

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

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak at ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of wat diens doen ooreenkomstig 'n reëling wat getref is voordat hy 'n vakleerling geword het; "Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

"werknemer" 'n werknemer wat in diens geneem is vir enigeen van die klasse werk waarvoor 'n loon van minstens 33.91 sent per uur voorgeskryf is in die Ooreenkoms gepubliseer by Goewermenskennisgewing No. R. 1791 van 15 November 1963 of wat ambagsproseswerk verrig en 'n loon ontvang wat gelyk is aan minstens 61 sent per uur of besoldig word teen minstens R118.95, met inbegrip van lewenskostetoelae maar uitgesonderd oortydbesoldiging, per maand, en omvat dit ook 'n vakleerling afgesien van sy loon;

"bedryfsinrigting" 'n perseel waarin of waarop die Nywerheid of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie daarvan aangestel is;

SCHEDULE.

ELECTRICAL INDUSTRY (NATAL).

GROUP LIFE AND PROVIDENT FUND AGREEMENT
("A" SCHEME).

AGREEMENT

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

Electrical Engineering and Allied Industries Association; the Radio, Refrigeration and Electrical Appliance Association of South Africa; and the Electrical Contractors Association (South Africa)

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

South African Electrical Workers Association; and the Amalgamated Engineering Union

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

being parties to the Industrial Council for the Electrical Industry (Natal), to amend and replace the Agreement published under Government Notice No. 1086 of the 19th July, 1957, as amended and extended by Government Notices Nos. 2001, 41, 310, 1154, 111 and 773 of the 20th December, 1957, 13th January, 1961, 24th February, 1961, 20th July, 1962, 25th January, 1963, and the 24th May, 1963, respectively, as follows:—

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1956, and shall remain in force until the 28th May, 1965, or for such period as the Minister may determine.

2. SCOPE OF APPLICATION OF AGREEMENT.

(1) Except as otherwise provided in this clause the terms of this Agreement shall apply to and be observed by all employers and employees in the Electrical Industry who are members of the employers' organisations and trade unions, respectively, and who are engaged or employed in—

(a) the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of this Agreement in the Municipal Areas of Durban and Pietermaritzburg;

(b) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this Agreement in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu;

(2) The terms of this Agreement shall not apply to any employee who was on the 29th July, 1957, or thereafter becomes a participant in and member of any fund providing provident and/or pension benefits which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein; provided that a fund which provides solely for payment on death of benefits shall not be deemed to be a pension or provident fund for purposes of this Agreement.

(3) Notwithstanding the provisions of sub-clause (2) the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by a fund referred to in that sub-clause.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, 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—

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Apprenticeship Act, 1944, or employed under any pre-apprenticeship arrangement;

"Council" means the Industrial Council for the Electrical Industry (Natal);

"employee" means an employee employed on any of the classes of work scheduled at a rate of not less than 33.91 cents per hour in the Agreement published under Government Notice No. R. 1791 of the 15th November, 1963, or employed in operative processes and receiving a rate of pay equivalent to not less than 61 cents per hour or paid at a rate not less than R118.95, including cost of living allowance but excluding overtime, per month and includes an apprentice irrespective of his wage rate;

"establishment" means any premises wherein or whereon the Industry, or part thereof, as herein defined, is carried on;

"Executive Committee" means the Executive Committee of the Council appointed in terms of its constitution;

"Elektrotegniese Nywerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen of almal van die volgende:—

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

en vir die toepassing van hierdie woordomsywinging omvat "elektriese uitrusting" die volgende:—

- (i) Elektriese kables en bogronde lyne;
- (ii) generators, motore, konvertors, skakeltuig en kontrole-uitrusting (met inbegrip van rels, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese verligting, verwarming, kook, bevrising en verkoelinglugversorgingseenhede, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese toestelle, sein-uitrusting en ander uitrusting wat gebruik maak van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting;

en voorts vir die toepassing van hierdie woordomsywinging omvat "ontwerp, bereiding, oprigting, installering, herstel en onderhoud" nie die volgende nie:—

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

"Fonds" die Groepslewe- en Voorsorgfonds vir die Elektrotegniese Nywerheid (Natal) wat op 28 Augustus 1957 ingestel is.

4. LIDMAATSKAP.

Ingelyste en nie-ingelyste werknemers van wie se loon bedrae afgetrek word, is lede van die Fonds.

Vir die toepassing van hierdie klousule en klousule 5 van hierdie Ooreenkoms beteken—

"ingelyste werknemer" 'n werknemer soos omskryf in klousule 3 van hierdie Ooreenkoms, en beteken 'n "nie-ingelyste werknemer", behoudens die voorbehoudsbepaling vervat in subklousule (3) van klousule 5, enige ander werknemer wat by die werkgewer in diens is, uitgesonderd 'n vakleerling.

5. BYDRAES.

(1) Die werkgewers moet met ingang van die datum waarop hierdie Ooreenkoms in werking tree, soos volg bydra.

(2) Vir elke werknemer moet die werkgewer 'n bedrag van 77½ sent bydra ten opsigte van elke week waarin die werknemer meer as twee skofte gedurende sodanige week gewerk het; met dien verstande dat werkdae waarop 'n werknemer vakansie met betaling het of militêre opleiding ondergaan of van sy werk afwesig is weens siekte, 'n besering op diens of 'n openbare vakansiedag met betaling of met die toestemming van die werkgewer, vir die toepassing van hierdie klousule as "skofte gewerk" getel moet word.

(3) Bydraes wat bereken is ooreenkomstig die bepaling van subklousule (2), kan na goedvinde van die werkgewer betaal word ten opsigte van nie-ingelyste werknemers; met dien verstande dat

"Electrical Industry" or "Industry" means the Industry in which employers and employees are associated for any or for all 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, 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, 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, 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;

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

- (i) electrical cables and overhead lines;
- (ii) generators, motors, convertors, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, air-conditioning units, domestic electrical 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 purposes 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 of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise; and
- (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;

"Fund" means the Electrical Industry (Natal) Group Life and Provident Fund established on the 28th August, 1957.

4. MEMBERSHIP.

Scheduled employees and unscheduled employees for whom employers make contributions shall be members of the Fund.

For the purpose of this clause and of clause 5 of this Agreement—

"scheduled employee" means an employee as defined in clause 3 of this Agreement and "unscheduled employee" means, subject to the proviso in sub-clause (3) of clause 5, any other employee in the employ of the employer.

5. CONTRIBUTIONS.

(1) Contributions shall be made by the employers as from the date of coming into operation of this Agreement as prescribed hereunder.

(2) For each employee the employer shall contribute an amount of 77½ cents for each week in which the employee works more than two shifts during such week; provided that working days on which an employee is on paid holiday or undergoing military training or is absent from work on account of sickness or an injury on duty or on a paid public holiday or with the permission of the employer shall count as shifts worked for purposes of this clause.

(3) Contributions calculated in accordance with the provisions of sub-clause (2) may be made at the discretion of the employer for unscheduled employees, provided such employees are receiving

sodanige werknemers 'n uurloon van minstens 33.91 sent ontvang of 'n besoldiging wat, met inbegrip van enige bedrag wat as lewenskostoelae betaal word maar uitgesonderd oortydbesoldiging, gelyk is aan minstens 33.91 sent per uur.

(4) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die vyftiende dag van die maand wat onmiddellik daarop volg, saam met 'n staat in die vorm wat van tyd tot tyd deur die Raad mag voorgeskryf word, aan die Sekretaris van die Raad, Posbus 722, Durban, gestuur word.

Vir die toepassing van hierdie klousule beteken—

“skof” daardie werktydperk wat gewoonlik deur 'n werknemer in enige tydperk van 24 uur gewerk word;

“militêre opleiding” die ononderbroke opleiding wat 'n werknemer ingevolge artikel een-en-twintig (1), gelees met sub-artikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan maar nie ook enige opleiding wat hy kragtens artikel drie-en-twintig van genoemde Wet verkies om te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie.

(5) Alle bydraes wat deur die Raad ontvang word, moet aan die Fonds betaal word.

6. ADMINISTRASIE.

(1) Die Fonds word ooreenkomstig die reëls van die Fonds geadminestreer. Sodanige reëls mag nie met hierdie Ooreenkoms of met die bepalings van die Wet op Nywerheidsversoening, 1956, onbestaanbaar wees nie en 'n kopie van die reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms, moet die Bestuursraad wat ooreenkomstig die konstitusie van die Fonds aangestel is, die werk van die Raad oorneem vir sover dit hierdie Ooreenkoms betref. Indien die Bestuursraad nie aangestel is nie of indien hy onwillig is om sodanige pligte uit te voer of nie daartoe in staat is nie, kan die Nywerheidsregistrator trusteees aanstel om die werk van die Raad uit te voer. Die Bestuursraad of die trusteees aldus aangestel, het vir die toepassing van hierdie Ooreenkoms al die bevoegdhede van die Raad. Enige bedrag (indien daar is) wat vir die dienste van die trusteees betaal moet word, moet deur die Fonds gedra word.

7. AGENTE.

'n Agent van die Raad is daarop geregtig om 'n bedryfsinrigting te betree en kan die werkgewer of enige werknemer ondervra, die registers nagaan en enige navraag doen met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS.

(1) Die Raad of die Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van die Ooreenkoms verleen.

(2) Daar moet by die Sekretaris van die Raad, Posbus 722, Durban, aansoek om vrystelling gedoen word.

(3) Die Raad of die Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes bepaal waarop vrystelling verleen word en kan, as hy dit dienstig ag, na één week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingsertifikaat intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in die vorm soos voorgeskryf in die regulasies wat kragtens die Wet opgestel is en in beide amptelike tale van die Republiek opklak en opgeplak hou op 'n opvallende plek op sy perseel.

Namens die partye, op hede die 1ste dag van April 1964, in Durban onderteken.

R. C. THROSSELL,
Voorsitter van die Raad.
D. F. ANTHONY,
Ondervoorsitter van die Raad.
J. R. MARWICK,
Sekretaris van die Raad.

No. R. 1353.] [28 Augustus 1964.
ELEKTROTEGNIËSE NYWERHEID, NATAL.

GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS.—INTREKKING VAN GOEWERMENTS-KENNISGEWING.

Namens die Minister van Arbeid, trek ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (5) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermments-kennisgewing No. 773 van 24 Mei 1963 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Adjunk-minister van Arbeid.

an hourly wage of not less than 33.91 cents per hour or remuneration which, including any amount paid as cost of living allowance but excluding overtime is the equivalent of not less than 33.91 cents per hour.

(4) The amount payable in each month in terms of this clause shall be forwarded to the Secretary of the Council, P.O. Box 722 Durban, by not later than the fifteenth day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

For purposes of this clause—

“shift” means that period of work ordinarily worked by an employee in any period of twenty-four hours;

“military training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-section (1) and (2) of section twenty-two of the Defence Act 1957 but does not include any training he may elect to undergo in terms of section twenty-three of the said Act or any other training or service for which he volunteers or which he elects to undergo.

(5) All contributions received by the Council shall be paid to the Fund.

6. ADMINISTRATION.

(1) The Fund shall be administered in accordance with the Rules of the Fund. Such rules shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, and a copy of the rules and amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of this Agreement. If the Board of Management has not been appointed or if it should be unable or unwilling to perform such duties the Industrial Registrar may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS.

An Agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. EXEMPTIONS.

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 722, Durban.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted, has expired.

9. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in some conspicuous place upon his premises a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters in both official languages of the Republic.

Signed at Durban on behalf of the parties on this 1st day of April, 1964.

R. C. THROSSELL,
Chairman of the Council.
D. F. ANTHONY,
Vice-Chairman of the Council.
J. R. MARWICK,
Secretary of the Council.

No. R. 1353.] [28 August 1964.
ELECTRICAL INDUSTRY, NATAL.

GROUP LIFE AND PROVIDENT FUND AGREEMENT.—CANCELLATION OF GOVERNMENT NOTICE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-section (5) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. 773 of the 24th May, 1963, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1354.]

[28 Augustus 1967.]

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE NYWERHEID, NATAL.

GROEPSLEWE- EN VOORSORGFONDS-
OOREENKOMS.

(„ B ”-SKEMA).

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Mei 1965 eindig, bindend is vir die werkgewersorganisasies en vir die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is; en
- (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, 2 (1) en 7, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 Mei 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat—
- (i) in die munisipale gebiede van Durban en Pietermaritzburg betrokke is by of in diens is in verband met die werksaamhede gemeld in paragrafe (a), (b) en (c) van die woordomskraving van „Elektrotegniese Nywerheid” in klousule 3 van die Ooreenkoms;
- (ii) in die provinsie Natal en die landdrostdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu betrokke is by of in diens is in verband met die werksaamhede gemeld in paragraaf (d) van die woordomskraving van „Elektrotegniese Nywerheid” in klousule 3 van die Ooreenkoms;

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS.
(SKEMA „B”).

OOREENKOMS

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

Electrical Engineering and Allied Industries Association; die Radio Refrigeration and Electrical Appliance Association of South Africa; en die Electrical Contractors' Association (South Africa),

(hieronder die “werkgewers” of die “werkgewersorganisasies” genoem), aan die een kant, en die

South African Electrical Workers' Association; en die Amalgamated Engineering Union,

(hieronder die “werknemers” of die “vakverenigings” genoem), aan die ander kant, wat die party is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

1. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag tot 28 Mei 1965 of vir dié tydperk wat die Minister bepaal.

No. R. 1354.]

[28 August 1964.]

INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL INDUSTRY, NATAL.

GROUP LIFE AND PROVIDENT FUND
AGREEMENT.

(„ B ” SCHEME).

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-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 Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 28th May, 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; and
- (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, 2 (1) and 7, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 28th May, 1965, upon all employers and employees other than those referred to in paragraph (a) of this notice, who—
- (i) in the municipal areas of Durban and Pietermaritzburg are engaged or employed in the operations set forth in paragraphs (a), (b) and (c) of the definition of “Electrical Industry” in clause 3 of the agreement;
- (ii) in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu are engaged or employed in the operations set forth in paragraph (d) of the definition of “Electrical Industry” in clause 3 of the Agreement.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

ELECTRICAL INDUSTRY (NATAL).

GROUP LIFE AND PROVIDENT FUND AGREEMENT
(“B” SCHEME)

AGREEMENT

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

Electrical Engineering and Allied Industries Association; the Radio Refrigeration and Electrical Appliance Association of South Africa; and the Electrical Contractors' Association (South Africa),

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

South African Electrical Workers' Association and the Amalgamated Engineering Union,

(hereinafter referred to as “the employees” or the “trade unions”) of the other part, being parties to the Industrial Council for the Electrical Industry (Natal).

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1956, and shall remain in force until the 28th May, 1965, or for such period as the Minister may determine.

2. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Behoudens andersluidende bepalings in hierdie klousule, is die bepalings van hierdie Ooreenkoms van toepassing op en moet dit nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid wat onderskeidelik lede van die werkgewersorganisasies en vakverenigings is en wat in diens of werksaam is in—

- (a) die werksaamhede vervat in paragrawe (a), (b) en (c) van die woordomskeywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie deel van die Ooreenkoms in die munisipale gebiede van Durban en Pietermaritzburg;
- (b) die werksaamhede vervat in paragraaf (d) van die woordomskeywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie deel van die Ooreenkoms in die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

(2) Die bepalings van hierdie Ooreenkoms is nie van toepassing nie op 'n werkgewer wat saam met sy werknemers lede is van 'n Fonds [uitgesonderd die Groepslewe- en Voorsorgfonds vir die Elektrotegniese Nywerheid (Natal)] waarin voorsiening vir voorsorg- of pensioenvoordele gemaak word en wat op 29 Julie 1957 reeds bestaan het, ten opsigte van sy werknemers wat deelneem aan en lede is van sodanige Fonds en solank sodanige Fonds in werking bly en beide die werkgewer en die werknemers daaraan deelneem; met dien verstande dat minstens 75 persent van die werknemers van sodanige werkgewer, wat andersins deur hierdie Ooreenkoms gedek word, die werkgewer moet versoek om van hierdie Ooreenkoms uitgesluit te word en skriftelik kennis daarvan aan die Raad gegee moet word binne die eerste twee maande vanaf die datum waarop hierdie Ooreenkoms in werking tree.

(3) Ondanks die bepalings van subklousule (2) en afgesien daarvan of die werknemers versoek het om van die Ooreenkoms uitgesluit te word, is die bepalings van die Ooreenkoms op die werkgewers en werknemers wat in daardie subklousule bedoel word van toepassing in alle gevalle waar die versoek gesteun word deur minder as 75 persent van die werknemers wat deur hierdie Ooreenkoms gedek word, en op die werkgewers en werknemers ten opsigte van 'n werknemer wat nie deur 'n Fonds soos in subklousule (2) bedoel word, gedek word nie of opgehou het om aldus gedek te word.

3. WOORDOMSKRYWINGS.

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

"vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat deur die Raad erken word of 'n leerlingskontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of wat diens doen ooreenkomstig 'n reëling wat getref is voordat hy 'n vakleerling geword het;

"Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

"werknemer" 'n werknemer wat in diens geneem is vir enigeen van die klasse werk waarvoor 'n loon van minstens 33.91 sent per uur voorgeskryf is in die Ooreenkoms gepubliseer by Goewermentskennigswing No. R. 1791 van 15 November 1963 of wat ambagsproseeswerk verrig en 'n loon ontvang wat gelyk is aan minstens 61 sent per uur of besoldig word teen minstens R118.95, met inbegrip van lewenskostetoelae maar uitgesonderd oortydbesoldiging, per maand, en omvat dit ook 'n vakleerling afgesien van sy loon;

"bedryfsinrigting" 'n perseel waarin of waarop die nywerheid of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

"Uitvoerende Komitee" die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie daarvan aangestel is;

"Elektrotegniese Nywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen of almal van die volgende:—

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

2. SCOPE OF APPLICATION OF AGREEMENT.

(1) Except as otherwise provided in this clause, the terms of this Agreement shall apply to and be observed by employers and employees in the Electrical Industry who are members of the employers' organisations and trade unions respectively and who are engaged or employed in—

- (a) the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of this part of the Agreement in the Municipal Areas of Durban and Pietermaritzburg;
- (b) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this part of the Agreement in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu.

(2) The terms of this Agreement shall not apply to any employer who is a participant with his employees in a fund [other than the Electrical Industry (Natal) Group Life and Provident Fund] providing provident or pension benefits which was in existence on the 29th July, 1957, in respect of his employees who are participants in and members of such Fund and during such period as that Fund continues to operate and both the employer and employees are participants therein, provided that not less than 75 per cent of the employees of such employer otherwise covered by this Agreement petition the employer to be excluded from this Agreement and written notice thereof is given to the Council within the first two months from the date of coming into operation of this Agreement.

(3) Notwithstanding the provisions of sub-clause (2) the terms of the Agreement shall apply to employers and employees referred to in that sub-clause irrespective of any petition by the employees to be excluded from the Agreement in any case where the petition has the support of less than 75 per cent of the employees covered by this Agreement and to the employers and employees in respect of any employee who is not covered by, or ceases to be covered by a fund referred to in sub-clause (2).

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, 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

"apprentice" means an employee serving under a written contract of apprenticeship recognised by the Council or a contract of apprenticeship registered under the Apprenticeship Act, 1944, or employed under any pre-apprenticeship arrangement;

"Council" means the Industrial Council for the Electrical Industry (Natal);

"employee" means an employee employed on any of the classes of work scheduled at a rate of not less than 33.91 cents per hour in the Agreement published under Government Notice No. R. 1791 of the 15th November, 1963, or employed in operative processes and receiving a rate of pay equivalent to not less than 61 cents per hour or paid at a rate of not less than R118.95, including cost of living allowance but excluding overtime, per month, and includes an apprentice serving his fourth or fifth year apprenticeship to the extent set out in sub-clause (2) of clause 5;

"establishment" means any premises wherein or whereon the Industry or part thereof, as herein defined, is carried on;

"Executive Committee" means the Executive Committee of the Council appointed in terms of its constitution;

"Electrical Industry" or "Industry" means the industry in which 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, 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, 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, the material is prepared on the site of the buildings or structures or elsewhere;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellawerk en kabellegging, bogronde elektriese lynaanleg en alle ander werksaamhede wat daarby hoort;

en vir die toepassing van hierdie woordskrywing omvat "elektriese uitrusting" die volgende:—

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

en voorts vir die toepassing van hierdie woordskrywing omvat "ontwerp, bereiding, oprigting, installering, herstel en onderhoud" nie die volgende nie:—

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

"Fonds" die Groepslewe- en Voorsorgfonds vir die Elektro-techniese Nywerheid (Natal) wat op 28 Augustus 1957 ingestel is.

4. LIDMAATSKAP.

Ingelyste en nie-ingelyste werknemers van wie se loon bedrae afgetrek word, is lede van Skema B van die Fonds.

Vir die toepassing van hierdie klousule en klousule 5 van hierdie Ooreenkoms beteken—

"ingelyste werknemer" 'n werknemer soos omskryf in klousule 3 van hierdie Ooreenkoms, en beteken 'n "nie-ingelyste werknemer", behoudens die voorbehoudsbepaling vervat in subklousule (3) van klousule 5, enige ander werknemer wat by die werkgever in diens is, uitgesonderd 'n vakleerling.

5. BYDRAES.

(1) Bydraes moet deur die werknemers wat deur hierdie Ooreenkoms gedek word, soos volg betaal word.

(2) Met ingang van 'n datum twee maande na die datum van inwerkingtreding van hierdie Ooreenkoms, moet elke werkgever elke week van die loon van elkeen van sy werknemers (uitgesonderd vakleerlinge) 'n bedrag van 90 sent aftrek en van die loon van elke vakleerling wat besig is om sy vierde of vyfde jaar vakleerlingskap uit te dien, 'n bedrag van 15 sent; met dien verstande dat geen bedrag afgetrek mag word nie van die loon van 'n werknemer wat nie vir meer as drie (3) skofte gedurende sodanige week gewerk het nie en voorts met dien verstande dat bydraes betaalbaar is ten opsigte van afwesigheid tydens vakansie met besoldiging.

(3) Bydraes kan ooreenkomstig subklousule (2) op die skrifte-lyke versoek van nie-ingelyste werknemers van hul lone afgetrek word mits die werkgevers van sodanige werknemers daarmee instem om die afrekkings te doen en voorts met dien verstande dat sodanige werknemers 'n loon van minstens 33.91 sent per uur of 'n besoldiging moet ontvang wat, met inbegrip van lewenskostetoelae, maar uitgesonderd oortydverdienste, gelyk is aan minstens 33.91 sent per uur.

(4) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die vyftiende dag van die volgende maand aan die Sekretaris van die Raad, Posbus 722, Durban, gestuur word saam met 'n staat in die vorm wat die Raad van tyd tot tyd kan voorskryf.

Vir die toepassing van hierdie klousule beteken "skof" daardie werktydperk wat gewoonlik deur 'n werknemer in enige tydperk van 24 uur gewerk word.

(5) Alle bydraes wat die Raad ontvang, moet aan die Fonds betaal word.

6. ADMINISTRASIE.

(1) Die Fonds word ooreenkomstig die reëls van die Fonds geadministreer. Sodanige reëls mag nie met hierdie Ooreenkoms of met die bepalings van die Wet op Nywerheidsversoenig, 1956, onbestaanbaar wees nie en 'n kopie van die reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidsstermyn van hierdie Ooreenkoms, moet die Bestuursraad wat ooreenkomstig die konstitusie van die Fonds aangestel is, die werk van die Raad oorneem vir sover dit hierdie Ooreenkoms betref. Indien die Bestuursraad nie

(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;

and for the purposes 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, domestic electrical 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 purposes 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 of or installation in motor vehicles of lighting, heating or other equipment of fixtures whether permanent or otherwise; and
- (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.

"Fund" means the Electrical Industry (Natal) Group Life and Provident Fund established on the 28th August 1957;

4. MEMBERSHIP.

Scheduled employees and unscheduled employees from whom deductions are made shall be members of Scheme B of the Fund.

For purposes of this clause and of clause 5 of this Agreement "scheduled employee" means an employee as defined in clause 3 of this Agreement, and "unscheduled employee" means, subject to the proviso in sub-clause (3) of clause 5, any other employee in the employ of the employer other than an apprentice.

5. CONTRIBUTIONS.

(1) Contributions shall be paid by employees covered by this Agreement as prescribed hereunder.

(2) As from a date two months from the date of the coming into operation of this Agreement each employer shall each week deduct from the wages of each of his employees (other than apprentices) an amount of 90 cents and from the wages of each apprentice serving his fourth or fifth year apprenticeship an amount of 15 cents; provided that no deduction shall be made from the wages of an employee who has not worked for more than three (3) shifts during such week and provided further that contributions shall be payable in respect of absence on paid holiday.

(3) Contributions in accordance with sub-clause (2) may be deducted from the wages of unscheduled employees at their written request, provided that the employers of such employees are agreeable to making the deductions and provided further that such employees are receiving a wage of not less than 33.91 cents per hour or remuneration which, including any amount as cost of living allowance but excluding overtime, is the equivalent of not less than 33.91 cents per hour.

(4) The amount payable in each month in terms of this clause shall be forwarded to the Secretary of the Council, P.O. Box 722 Durban, by not later than the fifteenth day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

For purposes of this clause "shift" means that period of work ordinarily worked by an employee in any period of 24 hours.

(5) All contributions received by the Council shall be paid to the Fund.

6. ADMINISTRATION.

(1) The Fund shall be administered in accordance with the Rules of the Fund. Such rules shall not be inconsistent with this agreement or the provisions of the Industrial Conciliation Act, 1956, and a copy of the Rules and amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of the Agreement, and if for any reason the Board of Management should be unable or unwilling to perform

aangestel is nie of indien hy onwillig is om sodanige pligte uit te voer of nie daartoe in staat is nie, kan die Nywerheidsregistrator trustees aanstel om die werk van die Raad uit te voer. Die Bestuursraad of die trustees aldus aangestel, het vir die toepassing van hierdie Ooreenkoms al die bevoegdhede van die Raad. Enige bedrag (indien daar is) wat vir die dienste van die trustees betaal moet word, moet deur die Fonds gedra word.

7. AGENTE.

'n Agent van die Raad is daarop geregtig om 'n bedryfsinrigting te betree en kan die werkgewer of enige werknemer ondervra, die registers nagaan en enige navraag doen met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS.

(1) Die Raad of die Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van die Ooreenkoms verleen.

(2) Daar moet by die Sekretaris van die Raad, Posbus 722, Durban, aansoek om vrystelling gedoen word.

(3) Die Raad of die Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes bepaal waarop vrystelling verleen word en kan, as hy dit dienstig ag, na één week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingsertifikaat intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in die vorm soos voorgeskryf in die regulasies wat kragtens die Wet opgestel is en in beide amptelike tale van die Republiek opplak en opgeplak hou op 'n opvallende plek op sy perseel.

Namens die partye op hede die 1ste dag van April 1964 in Durban onderteken.

R. C. THROSSELL,
Voorsitter van die Raad.
D. F. ANTHONY,
Ondervoorsitter van die Raad.
J. R. MARWICK,
Sekretaris van die Raad.

such duties the Industrial Registrar may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS.

An Agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. EXEMPTIONS.

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Council P.O. Box 722, Durban.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted, has expired.

9. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Republic.

Signed at Durban, on behalf of the parties, on this 1st day of April, 1964.

R. C. THROSSELL,
Chairman of the Council.
D. F. ANTHONY,
Vice-Chairman of the Council.
J. R. MARWICK,
Secretary of the Council.

INHOUD.

No.

BLADSY

Departement van Arbeid.

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