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[No. 1320.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 2033.] [24 December 1965.
INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL INDUSTRY, NATAL.

MAIN AGREEMENT.



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

(a) in terms of section forty-eight (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending, two years from the said Monday upon the employers' organisations and the trade unions which entered into the Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section forty-eight (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 8 (3) (h), 22 and 27 of Part I, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday 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 Part I of the Agreement;

(ii) in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (as it existed prior to the publication of Government Notice No. 1287 of the 21st August, 1959), 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 Part I of the Agreement; and

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 2033.] [24 Desember 1965.
WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIESE NYWERHEID, NATAL.

HOOFOOREENKOMS.

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

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

(b) kragtens artikel *agt-en-veertig* (1) (b) van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 8 (3) (h), 22 en 27 van Deel I, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag 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 werkzaamhede gemeld in paragrawe (a), (b) en (c) van die woordomskrywing van „Elektrotegniese Nywerheid“ in klousule 3 van Deel I van die Ooreenkoms;

(ii) in die provinsie Natal en die landdrostdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (soos dit voor die publikasie van Goewermenskennisgewing No. 1287 van 21 Augustus 1959 bestaan het), Mount Currie, Tabankulu en Umzimkulu betrokke is by of in diens is in verband met die werkzaamhede gemeld in paragraaf (d) van die woordomskrywing van „Elektrotegniese Nywerheid“ klousule 3 van Deel I van die Ooreenkoms; en

(c) in terms of section forty-eight (3) (a) of the said Act, declare that from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 8 (3) (g) and (h), 22, 23, 27 and 29 of Part I, shall *mutatis mutandis* be binding upon all Bantu who—

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

(ii) in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (as it existed prior to the publication of Government Notice No. 1287, of the 21st August, 1959), Mount Currie, Tabankulu and Umzimkulu are employed in the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of Part I of the Agreement;

by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

A. E. TROLLIP,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL).

AGREEMENT

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

Electrical Engineering and Allied Industries Association; and 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' organisation"), 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 Electricity Industry (Natal).

PART I.

1. SCOPE OF APPLICATION.

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry (Natal), 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) Notwithstanding the provisions of sub-clause (1) the terms of the Agreement shall apply—

(a) to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;

(b) to trainees in terms of the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with any provisions of that Act or any conditions prescribed in terms thereof.

2. PERIOD OF APPLICATION.

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

(c) kragtens artikel *agt-en-veertig* (3) (a) van genoemde Wet dat vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 8 (3) (g) en (h), 22, 23, 27 en 29 van Deel I, *mutatis mutandis* bindend is vir alle Bantoes wat—

(i) in die munisipale gebiede van Durban en Pietermaritzburg in verband met die werkzaamhede gemeld in paragraue (a), (b) en (c) van die woordomskrywing van „Elektrotegniese Nywerheid" in klousule 3 van Deel I van die Ooreenkoms;

(ii) in die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (soos dit voor die publikasie van Goewermentskennisgewing No. 1287 van 21 Augustus 1959 bestaan het), Mount Currie, Tabankulu en Umzimkulu in verband met die werkzaamhede gemeld in paragraaf (d) van die woordomskrywing van „Elektrotegniese Nywerheid" in klousule 3 van Deel I van die Ooreenkoms;

in diens is by dié werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

A. E. TROLLIP,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE NYWERHEID (NATAL).

OOREENKOMS

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

Electrical Engineering and Allied Industries Association en 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 partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

DEEL I.

1. TOEPASSINGSBESTEK.

(1) Die bepalings van hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid (Natal) wat lede onderskeidelik van die werkgewersorganisasies en vakverenigings is en betrokke by of in diens is in verband met—

(a) die werkzaamhede wat uiteengesit is in paragraue (a), (b) en (c) van die omskrywing van „Elektrotegniese Nywerheid" in klousule 3 van hierdie deel van die Ooreenkoms in die munisipale gebiede van Durban en Pietermaritzburg;

(b) die werkzaamhede wat uiteengesit is in paragraaf (d) van die omskrywing van „Elektrotegniese Nywerheid" in klousule 3 van hierdie deel van die Ooreenkoms in die Provincie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

(2) Ondanks die bepalings van subklousule (1) is die bepalings van die Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie strydig is nie met die bepalings van die Wet op Vakleerlinge, 1944, of met enige voorwaardes wat daarkragtens vasgestel is;

(b) kwekelinge kragtens die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie strydig is nie met die bepalings van daardie Wet of enige voorwaardes wat daar-kragtens voorgeskryf is.

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, vasgestel word en bly van krag vir 'n tydperk van twee jaar of vir dié tydperk wat die Minister mag bepaal.

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—

"Act" means the Industrial Conciliation Act, 1956;

"abnormally dirty work" means work in connection with diesel engines from the crosshead down, used marine boilers, furnaces, combustion chambers, smoke boxes, in bilges and in fuel tanks, performed on board ship, and used coal and/or coke handling plant and rubber processing plant;

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

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

"day shift" means, subject to the definition herein covering "two-shift system" and "three-shift system" any period of not more than 8 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 of not exceeding five hours worked between the hours of 6 a.m. and 1 p.m. on Saturdays; provided that when an employer does not require his employees to work on more than five days in any week, it means any such period of not more than 9 hours between 6 a.m. and 6 p.m. on Mondays to Fridays inclusive;

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

Diagnosing of faults in, or directing or executing repairs or adjustments to, or servicing, assembling, erecting and/or installing or supervising the erection and/or installation of ranges, refrigerators, washing machines, ironers, air-conditioning units and all other major electrical appliances, 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 refrigerators, ranges, or other domestic electrical appliances;

"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;

3. WOORDOMSKRYWINGS.

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

"Wet" die Wet op Nywerheidsversoening, 1956;
"buitengewone vuil werk" werk in verband met dieselenjins van die kruiskop af na onder toe, gebruikte skeepsketels, oonde, verbrandingskamers, rookkaste, in skeepsholtes en in brandstoffens, aan boord skip verrig, en gebruikte steenkool-en/of kookshanteerinstallasies en rubberverwerkingsinstallasies;

"vakleerling" 'n werknaem wat in diens is ingevolge 'n leerlingskontrak wat geregistreer is kragtens die Wet op Vakleerlinge, 1944, of 'n skriftelike vakleerlingskontrak wat deur die Raad erken word;

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

"dagskof", behoudens die woordomskrywing hierin wat die „tweeskofstelsel“ en „driekofstelsel“ dek, enige tydperk van hoogstens 8 uur gewoonlik deur 'n werknaem gwerk tussen die ure 6 v.m. en 6 n.m. op Maandag tot en met Vrydag of enige tydperk van hoogstens vyf uur gewerk tussen die ure 6 v.m. en 1 n.m. op Saterdag; met dien verstande dat as 'n werknaem nie van sy werknaemers vereis om op meer as 5 dae gedurende enige week te werk nie, dit enige sodanige tydperk van hoogstens 9 uur tussen 6 v.m. en 6 n.m. van Maandag tot en met Vrydag beteken;

"werktuigkundige vir huishoudelike toestelle" of "verkoelingswerktuigkundige" 'n werknaem wat een of meer van die volgende klasse werk verrig:—

Vasstelling van foute in, of aanwysig gee vir, of uitvoering van herstellings of verstellings van, of versiening, inmekarsit, oprigting en/of installering, of toesig hou oor die oprigting en/of installering van stowe, koelkaste, wasmasjiene, strykmasjiene, lugversorgingseenhede en alle ander groot elektriese toestelle, finale toetsen uitvoer, of toesig hou oor sulke werksaamhede, maar nie 'n werknaem wat koelkaste, stowe, of ander huishoudelike elektriese toestelle by bestaande kontakpunte aansluit nie;

"Elektrotechniese Nywerheid" of "Nywerheid" die nywerheid waarin werkgewers en werknaemers met mekaar geassosieer is vir enige 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, kabellaswerk en kabellegging, die konstruksie van bogondse 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 elektiese uitrusting wat saamgaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van enige bedrading, kabellaswerk en kabellegging, die konstruksie van bogondse 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;

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektiese uitrusting wat hoort by die oprigting, verandering, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaswerk en kabellegging, die oprigting van bogondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue van die geboue of bouwerk of elders;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektiese uitrusting wat nie deur (a), (b) of (c) hierbo gedeck word nie, met inbegrip van alle bedrading, kabellaswerk en kabellegging, die oprigting van bogondse elektiese lyne en alle ander werksaamhede wat daarby hoort;

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

(i) elektriese kables en bogondse lyne;

(ii) ontwikkelaars, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relês, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese verligting verwarming, kook, verkoeling en afkoeling, lugversorgingseenhede, huishoudelike elektiese uitrusting, primêre en sekondêre selle en batterye, transformators, oondutrusting, radiotoestelle en verwante elektiese 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 inmekarsit van bogenoemde uitrusting of onderdele daarvan;

- (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;

“electrician” means an employee who performs any of the following operations and who has completed a contract of apprenticeship recognised by the Council, or a contract of apprenticeship under the Apprenticeship Act 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 operation:—

Armature windings;
cable jointing;
electrical apparatus (repairing);
electrical installation;
electrical overhead line construction;
electrical wiring;
electro-medical appliances and X-ray equipment installing and/or maintaining and/or servicing and/or construction;
telecommunication;
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 and includes the laying and/or running and/or fixing of conduit;

“employee” means an employee whose minimum rate of pay is scheduled in this Agreement, an employee employed under exemption from this Agreement or under conditions determined by the Council or an employee employed under a contract of apprenticeship recognised by the Council;

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

“incentive bonus work” means work paid for in accordance with the provisions of clause 10 of Part 1 of this Agreement;

“journeyman” means an employee who has completed a contract of apprenticeship under the Apprenticeship Act or a contract of apprenticeship recognised by the Council in any one of the classes of work specified under rate 1 in Schedules A, B and C of Part II of this Agreement or an employee over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman’s work;

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

“nightshift” means, subject to the definition herein covering “two-shift system” and “three-shift system” any period of not more than 9 hours ordinarily worked by an employee between the hours of 6 p.m. and 6 a.m. from starting time on Monday to starting time on Saturday, except on marine work where any three or more nights worked consecutively may constitute night shift work;

“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;

“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;

“watchman’s work” means guarding and/or patrolling property and/or premises;

“machine” means any appliance irrespective of the material of which it is made;

“hourly rate” means whichever is the greater of—

(a) the rate per hour for the class of work scheduled in this Agreement into which is consolidated the cost of living allowance payable under Government Notice No. 387 of the 3rd March, 1961; or

(b) the total of the actual rate per hour which the employee is receiving together with the cost of living allowance payable in terms of Government Notice No. 387 of the 3rd March, 1961:

Provided that where a “rate per week” is specified the “hourly rate” of the employee shall be calculated by dividing the number of ordinary hours per week worked in the establishment concerned, in whichever is the greater of—

(a) the “rate per week” for his class of work scheduled in this Agreement into which is consolidated the cost of living allowance payable under Government Notice No. 387 of the 3rd March, 1961; or

(b) the total of the actual rate per week which the employee is receiving together with the cost of living allowance payable in terms of Government Notice No. 387 of the 3rd March, 1961;

“ordinary hourly rate” means the hourly rate for ordinary time.

- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehoere, hetsy permanent of andersins; en
- (iii) die vervaardiging, herstel en versiening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en versiening van tikmasjien-en kantoortoestelle;
- (v) die vervaardiging en/of inmekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

„elektrisiën” ‘n werknemer wat enigeen van ondergenoemde werkzaamhede verrig en wat ‘n leerlingskontrak wat deur die Raad erken word, of ‘n leerlingskontrak kragtens die Wet op Vakleerlinge uitgedien het, of ‘n persoon bo die ouderdom van 21 jaar wat in besit is van ‘n sertifikaat wat deur die Raad erken of uitgereik is en hom in staat stel om vir sodanige werkzaamhede in diens geneem te word:—

Ankerwirkkeling;
kabelaswerk;
elektriese toestelle (herstel);
elektriese installering;
aanleg van elektriese begroondse lyne;
elektriese bedrading;
aanleg en/of onderhoud en/of versiering en/of bou van elektro-mediese toestelle en X-straaluitrusting;
telekommunikasie;
installering en/of onderhoud van sein- en/of totalisator-uitrusting;

„elektriese installering” die installering en/of oprigting van enigeen van die artikels wat in die woordomskrywing van „elektrisiën in hierdie klosule genoem word en omvat die aanbring en/of vassit van leipype;

„werknemer” ‘n werknemer wie se minimum loonskaal in hierdie Ooreenkoms ingelys is, ‘n werknemer wat kragtens vrystelling van hierdie Ooreenkoms of op voorwaardes wat deur die Raad vasgestel is, in diens is, of ‘n werknemer wat ingevolge ‘n leerlingskontrak wat deur die Raad erken word, in diens is;

„bedryfsinrigting” enige perseel waar die Nywerheid of enige gedeelte daarvan, soos hierin omskryf, uitgeoefen word; „aansporingsbonuswerk” werk waarvoor ooreenkombig die bepalings van klosule 10 van Deel I van hierdie Ooreenkoms betaal word;

„vakman” ‘n werknemer wat ‘n leerlingskontrak kragtens die Wet op Vakleerlinge of ‘n leerlingskontrak wat deur die Raad erken word in enige van die klasse werk wat onder skaal 1 in Bylaes A, B en C van Deel II van hierdie Ooreenkoms gespesifieer word, uitgedien het, of ‘n werknemer bo die ouderdom van 21 jaar wat in besit is van ‘n sertifikaat wat deur die Raad erken of uitgereik is en hom in staat stel om vir ‘n vakman se werk in diens geneem te word;

„n.e.v.” nie elders vermeld nie;

„nagskof” behoudens die woordomskrywing hierin wat „tweeskofstelsel” en „drieskofstelsel” dek, enige tydperk van hoogstens 9 uur wat gewoonlik deur ‘n werknemer geverw word tussen die ure 6 nm. en 6 vm. vanaf die beginnyd op Maandag tot die beginnyd op Saterdag; uitgesonderd in skeepswerk waar enige 3 of meer agtereenvolgende nagte geverw, nagskof kan uitmaak;

„leerlingingenieur” en/of „erkende student” ‘n persoon wat in besit is van die onderwyskwalifikasies wat deur die Raad erken word en wat verkry is aan ‘n onderwysinrigting wat ook deur die Raad erken word, of ‘n ingenieursgraduarde aan ‘n Suid-Afrikaanse universiteit of universiteitskollege, maar nie ‘n persoon wat voorgeskrewe vakansieopleiding in die loop van sy studies onderraan nie;

„tweeskofstelsel” en „drieskofstelsel” die stelsel wat van toepassing is in bedryfsinrigtings wat 2 of 3 skofte werk in ‘n tydperk van 24 uur vir ‘n enkele tydperk van nie minder as drie maande nie;

„wag se werk” die oppas en/of patolleer van eiendom en/of ‘n perseel;

„masjien” enige toestel, ongeag die materiaal waarvan dit vervaardig is;
„uurskaal” —

(a) die skaal per uur vir die klas werk in hierdie Ooreenkoms ingelys waarin gekonsolideer is die lewenskostetoele wat kragtens Goewermentskennisgewing No. 387 van 3 Maart 1961 betaalbaar was; of

(b) die totaal van die werklike skaal per uur wat die werknemer ontvang saam met die lewenskostetoele wat kragtens Goewermentskennisgewing No. 387 van 3 Maart 1961 betaalbaar was;

na gelang van die grootste: Met dien verstande dat indien „n skaal per week” gespesifieer word, die „uurskaal” van die werknemer bereken moet word deur onderstaande met die getal gewone ure per week wat in die betrokke bedryfsinrigting geverw word, te deel:—

(a) Die „skaal per week” vir sy klas werk in hierdie Ooreenkoms ingelys waarin gekonsolideer is die lewenskostetoele wat kragtens Goewermentskennisgewing No. 387 van 3 Maart 1961 betaalbaar was; of

(b) die totaal van die werklike skaal per week wat die werknemer ontvang saam met die lewenskostetoele wat kragtens Goewermentskennisgewing No. 387 van 3 Maart 1961 betaalbaar was;

na gelang van die grootste; „gewone uurskaal” die uurskaal vir gewone tyd.

4. HOURS OF WORK.

(1) (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 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 the Agreement.

(2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work, and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work; provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping time of the shift for that day of the week as notified by the employer to his employees in terms of sub-clause (2) of clause 26 of this part of the Agreement and for all time which he is required by the employer to work which does not fall within such starting and stopping times.

(3) An employee engaged on incentive bonus work shall be allowed a rest period of ten minutes at 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 rate for that class of work scheduled in this Agreement.

(4) Unless otherwise authorised by the Council, the maximum overtime that may be worked shall not exceed ten hours per week.

(5) In any establishment working a two-shift or three-shift system, no employee may work between the hours of 6 p.m. and 6 a.m., for more than 12 consecutive working shifts and no employee may work more than one shift in any period of 24 hours except when a change in the rotation of shifts makes this necessary.

(6) 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.

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

- (a) between 6 o'clock p.m. and 6 o'clock a.m.; or
 - (b) after 1 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 2 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 in sufficient time to enable her to obtain a meal before the overtime is due to commence.

5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS.

(1) Except as is otherwise provided in this clause and in clause 6 of this part of the Agreement, time worked by employees after the completion of the usual 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 for the first six hours;
- (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 usual 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 time worked from the time he had commenced work 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 time worked from mid-night until the usual starting time of his 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 his hourly rate for time worked until the usual starting time of the shift.

4. WERKURE.

(1) (a) Die gewone werkure is hoogstens 45 in 'n week vir—

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

(b) Die gewone werkure per skof is hoogstens dié soos gespesifieer in die betrokke woordeomskrywings van „dagskof“ en/of „nagskof“ in klousule 3 van die Ooreenkoms.

(2) 'n Werkewer kan, ten einde die hou van rekords van die begin- en ophoutyd en die werkure van sy werknemers te vergemaklik, vereis dat die werknemers in- en uitklok vir werk en kan, voordat hy aan 'n werknemer 'n loon en/of besoldiging betaal ten opsigte van 'n tydperk wat nie deur die klok aangegeteken is nie, vereis dat die werknemer bevestigende bewys lewer dat hy gewerk het; met dien verstande dat 'n werknemer ooreenkomsdig die bepalings van hierdie Ooreenkoms besoldig moet word vir al die tyd wat die klok opteken wat binne die begin- en ophoutyd van die skof van daardie dag van die week val, soos deur die werkewer aan sy werknemers kragtens subklousule (2) van klousule 26 van hierdie deel van die Ooreenkoms bekendgemaak, en vir al die tyd wat nie binne begin- en ophoutyd val nie wat hy op las van die werkewer moet werk.

(3) 'n Werknemer wat aansporingsbonuswerk doen, moet 'n rustyd van 10 minute toegestaan word so na as moontlik aan die middel van dieoggend- en namiddagwerktydperke; sodanige rustye moet as werktyd beskou word en daarvoor moet betaal word teen die skaal vir daardie klas werk wat in die Bylaes van hierdie Ooreenkoms ingelys is.

(4) Die maksimum oortyd wat gewerk mag word, is hoogstens 10 uur per week, tensy anders deur die Raad gemagtig.

(5) In elke bedryfsinrigting waar daar volgens 'n tweeskof- of drieskofstelsel gewerk word, mag geen werknemer meer as 12 agtereenvolgende werkskofte tussen die ure 6 nm. en 6 vm. werk nie, en geen werknemer mag meer as een skof in enige tydperk van 24 uur werk nie, behalwe wanneer 'n verandering in die wisseling van skofte dit nodig maak.

(6) Daar mag nie van 'n werknemer vereis word en hy mag ook nie toegelaat word om sonder 'n ononderbroke pouse van minstens een uur, vir langer as 5 uur aanneen te werk nie. Werktydperke wat deur 'n pouse van minder as een uur onderbreek word, word vir die toepassing van hierdie klousule as ononderbroke beskou.

(7) (i) Daar mag nie van 'n werknemer wat 'n vrou is, vereis word en sy mag ook nie toegelaat word om te werk nie—

- (a) tussen 6-uur nm. en 6-uur vm.; of
- (b) na 1-uur nm. op meer as 5 dae in 'n week.

(ii) Daar mag nie van 'n werknemer wat 'n vrou is, vereis word en sy mag ook nie toegelaat word om oortyd te werk nie—

- (a) vir meer as 2 uur op 'n dag;
- (b) op meer as 3 agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) vir meer 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) van 'n behoorlike ete voorsien word voordat sy met oortyd moet begin; of
 - (iii) betyds 'n toelae betaal word om haar in staat te stel om 'n ete te verkry voordat die oortyd begin.

5. OORTYD EN BESOLDIGING VIR WERK OP SONDAE.

(1) Behoudens andersluidende bepalings in hierdie klousule en in klousule 6 van hierdie deel van die Ooreenkoms, moet tyd wat werknemers na voltooiing van die gewone skof in die betrokke bedryfsinrigting werk, as oortyd beskou word, en daarvoor moet soos volg betaal word:—

- (a) Een en een-derde maal die uurskaal vir die eerste ses uur;
- (b) daarna een en 'n half maal die uurskaal tot die gewone begintyd van die werknemer se volgende gewone skof; met dien verstande dat in die geval van bedryfsinrigtings wat 'n werkweek van vyf dae het, vir tyd wat op 'n Saterdag gewerk word, een en een-derde maal die uurskaal betaal moet word vir die eerste 6 uur gereken vanaf die gewone begintyd op 'n gewone werkdag en daarna een en 'n half maal die uurskaal.

(2) Wanneer 'n werknemer enige tyd na ses uur nadat hy sy gewone skof voltooi het, op dringende werk uitgeroep word, moet hy een en 'n half maal sy uurskaal betaal word vir tyd gewerk vanaf die tydstip waarop hy begin werk het tot die gewone begintyd van sy volgende gewone skof; met dien verstande dat 'n werknemer wat op dringende werk uitgeroep word, in iedere geval een en 'n half maal sy uurskaal betaal moet word vir tyd gewerk vanaf middernag tot die gewone begintyd van sy gewone skof.

(3) Wanneer 'n werknemer verplig is om hom voor die gewone begintyd vir daardie dae gvan die week vir werk aan te meld, moet hy een en 'n half maal sy uurskaal betaal word vir tyd gewerk tot die gewone begintyd van die skof.

(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-half 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, and 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 the 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 the purpose of this sub-clause, "usual starting time" means the usual starting time on an ordinary working day.

(5) Whenever an employee (other than an employee engaged on urgent maintenance and/or urgent repairs) 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 maintenance and/or urgent repairs (referred to hereafter as "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 8 hours at one and two-thirds times the hourly rate shall apply.

"Urgent work" means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery and/or Sunday work in connection with ships, where such repairs are necessary to avoid delay to the ship or are essential to the proper functioning thereof.

(7) 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.

(8) For purposes 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.

6. SHIFT WORK.

(1) Night shift work shall be paid for at the ordinary hourly rate 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 on 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 shift; provided that an employee may work during such interim period of six hours if overtime is paid at one and 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;

(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.

(4) In iedere geval waarin 'n werknemer op eie versoek op Saterdag vroeër as die gewone begintyd begin werk, moet 'n werknemer wat 'n werkweek van vyf dae het, een en 'n half maal sy urskaal betaal word vir die eerste ses uur gereken vanaf die tydstip waarop hy begin werk en een en 'n half maal sy urskaal daarna, en 'n werknemer wat 'n werkweek van ses dae het, moet sy gewone urskaal betaal word vir die tydperk van die gewone werkure op 'n Saterdag en daarna moet hy betaal word soos in subklousule (1) van hierdie klousule bepaal; met dien verstande dat as die werknemer meer as twee uur vroeër as die gewone begintyd begin werk, vir enige tyd gewerk tot twee uur voor die gewone begintyd, een en 'n half maal die urskaal van die werknemer betaal moet word. Vir die toepassing van hierdie subklousule beteken „gewone begintyd" die gewone begintyd op 'n gewone werkdag.

(5) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende onderhouds- en/of dringende herstelwerk uitvoer) op 'n Sondag werk, moet hy een en twee-derde maal die urskaal betaal word vir tyd gewerk, met 'n minimum betaling van een en twee-derde maal die urskaal vir die ure van 'n gewone skof; met dien verstande dat waar die werkewerke verskaf om die werknemer besig te hou vir die ure van 'n gewone skof, en die werknemer versuim of weier om die volle tydperk wat van hom verwag word, te werk, sodanige werknemer slegs geregurg is op betaling vir die tydperk wat werklik gewerk is.

(6) Werknemers wat dringende onderhouds- en/of dringende herstelwerk uitvoer (hieronder „dringende werk" genoem) moet vir werk op Sondae minstens een en twee-derde maal die urskaal betaal word vir die ure gewerk, met 'n minimum betaling van minstens vier uur se loon teen een en twee-derde maal die ursloon vir die ure vóór middag gewerk. Waar sodanige werk in die namiddagtydperk instrek, is 'n minimum van 8 uur teen een en twee-derde maal die urskaal van toepassing.

„Dringende werk" beteken, en moet beperk word tot dringende onderhouds- of herstelwerk in verband met 'n werkewerke se eie installasie en/of masjinerie en/of Sondagwerk in verband met skepe, waar sodanige herstelwerk nodig is om oponthoud vir die skip te voorkom of noodsaklik is vir die behoorlike werking daarvan.

(7) Die bepalings van hierdie klousule betreffende besoldiging vir werk op Sondae is nie van toepassing ten opsigte van skofte wat Sondagnag begin in bedryfsinrigtings wat volgens 'n tweeskof- of drieskofstelsel werk nie, waarvoor soos volg betaal moet word:—

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

(b) na middernag tot die voltooiing van die skof, die gewone urskaal plus 8 persent.

(8) Vir die toepassing van hierdie klousule is—

„'n gewone skof" een-vyfde van die gewone weeklikse werkure van 'n bedryfsinrigting wat 'n werkweek van vyf dae het of een-sesde van die gewone weeklikse werkure van 'n bedryfsinrigting wat 'n werkweek van ses dae het;

„gewone begintyd" die begintyd op 'n gewone werkdag.

6. SKOFWERK.

(1) Vir nagskofwerk moet die gewone urskaal plus agt persent, betaal word.

(2) Ten einde by nagskofwerk ingedeel te word, moet 'n werknemer drie of meer opeenvolgende nagte tussen 6 nm. op Maandag en 6 vm. op Sondag van dieselfde week werk, uitgesonderd in skeespark waar enige drie of meer nagte wat opeenvolgend gewerk word, nagskofwerk kan uitmaak.

(3) Daar moet minstens ses uur verloop tussen 'n werknemer se diens op nagskof en dié op dag-skof; met dien verstande dat 'n werknemer tydens sodanige tussentyd van ses uur mag werk indien hy oortyd teen een en een-derde maal die urskaal betaal moet word.

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

(a) Tweeskofstelsel—

(i) vir werk wat gewoonlik verrig word in die skof wat in dieoggend begin, moet die gewone urskaal betaal word, met dien verstande dat indien die skof voor 6 vm. begin, daar vir tyd wat voor 6 vm. gewerk is, die gewone urskaal plus 8 persent betaal moet word;

(ii) vir werk wat gewoonlik in die tweede skof verrig word, moet daar soos volg betaal word:—

(aa) Wanneer die ure vir die hele skof geheel en al binne enige tydperk vanaf 6 nm. tot 6 vm. val, die gewone urskaal plus 8 persent;

(bb) wanneer die ure vir die hele skof nie geheel en al binne 'n tydperk vanaf 6 nm. tot 6 vm. val nie, die gewone urskaal plus 4 persent tot middernag, en na middernag die gewone urskaal plus 8 persent.

(b) Drieskofstelsel: Werk wat gewoonlik—

(i) in die tweede skof verrig word, die gewone urskaal plus 4 persent;

(ii) in die derde skof verrig word, die gewone urskaal plus 8 persent.

(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 as follows:—

- (a) At one and one-third times the increased hourly rate for the first six hours;
- (b) thereafter, at one and one-half times the increased hourly rate until the usual starting time of the employee's next normal shift.

For the purpose 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.

7. SHORT TIME.

(1) An employer may require his employees to work for a lesser number of hours than the ordinary hours of work of his establishment due to—

- (a) a 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, so 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
- (b) 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.

(2) Short shifts worked while working short time shall count as shifts actually worked for purposes of the qualification for the paid holiday referred to in clause 13 of this part of the Agreement.

8. PAYMENT OF REMUNERATION.

(1) (a) Remuneration shall be paid weekly, in cash on Friday. Payment shall be made not later than fifteen minutes after the ordinary stopping time, and 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) Each employee shall be given a statement on payment showing his total remuneration, ordinary time and overtime payments, allowances and deductions.

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

(3) Except as otherwise provided in this Agreement no deduction of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee—

- (a) for board or lodging or both in accordance with clause 3 of Part III of this Agreement;
- (b) for canteen services where the deduction is authorised by stop order terminable by the employee at not more than twenty-eight days' notice of termination of his Agreement of this deduction;
- (c) where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in this Agreement, a pro rata amount for the period of such absence;
- (d) with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds; or contribution to recreation funds;
- (e) contribution to the funds of the Council in terms of clause 30 of this Agreement;
- (f) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;
- (g) where an employer, due to clerical or accounting or administrative error, or miscalculation pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:—
- (i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 per cent of the remuneration from which it may be deducted;

(5) Tyd wat deur werknemers wat volgens die skofstelsel werk, gewerk word na die voltooiing van die gewone skof in die betrokke bedryfsinrigting, moet as oortyd beskou en daarvoor moet soos volg betaal word:—

- (a) Een en een-derde maal die verhoogde uurskaal vir die eerste 6 uur;
- (b) daarna een en 'n half maal die verhoogde uurskaal tot die gewone begin tyd van die werknemer se volgende gewone skof.

Vir die toepassing van bestaande beteken „verhoogde uurskaal” die gewone uurskaal plus die bedrag persent daarop wat aan die einde van die skof betaal moet word.

7. KORTTYD.

(1) 'n Werkewer kan van sy werknemers vereis om 'n kleiner getal ure as die gewone werkure van sy bedryfsinrigting te werk, as gevolg van—

- (a) 'n tekort aan werk en/of materiaal, en in dié geval moet 'n werkewer sy werknemers twee volle werkdæe kennis gee van sy voorneme om korttyd te werk en vir so ver moontlik die beskikbare werk onder die werknemers wat geraak word, verdeel. As die werkewer van die werknemer uitdruklik verlang dat hy hom op enige dag by die bedryfsinrigting aannemel om vas te stel of daar werk beskikbaar sal wees, moet hy ten opsigte van so 'n dag minstens vier uur se werk verrig of betaling in plaas daarvan ontvang. As dit nie van die werknemer vereis word om by die bedryfsinrigting te verskyn nie, moet die werkewer die werknemer op die werkdag onmiddellik voor die dag waarop hy nie hoef te verskyn nie, in kennis stel; of
- (b) onvoorsien noodgevalle en/of omstandighede buite die werkewer se beheer. Ingeval die voornoemde omstandighede ontstaan, kan daar nie van die werkewer vereis word om lone aan sy werknemers te betaal nie, uitgesonderd vir die tydperke wat werklik gwerk is; met dien verstande dat as 'n werkewer van mening is dat werk hervat kan word en by sy werknemers uitdruklik gelas om op 'n bepaalde dag vir werk by die inrigting te verskyn, hulle ten opsigte van dié dag minstens vier uur se werk moet verrig of betaling in plaas daarvan moet ontvang.

(2) Kort skofte gwerk terwyl korttyd gwerk word, moet vir doeleindes van kwalifikasie vir die betaalde verlof, genoem in klousule 13 van hierdie deel van die Ooreenkoms, gerekken word as skofte wat werklik gwerk is.

8. BETALING VAN BESOLDIGING.

(1) (a) Besoldiging moet weekliks op Vrydag in kontant betaal word. Betaling moet binne 15 minute na die gewone ophou tyd geskied en moet alle betalings omvat wat aan die werknemer verskuldig is, bereken tot en met die skof wat op die voorafgaande Dinsdag van dieselfde week voltooi is; met dien verstande dat by beëindiging van diens voor die gewone betaaldag, alle betalings wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is, by daardie diensbeëindiging aan hom betaal moet word.

(b) Aan elke werknemer moet by betaling 'n staat gegee word wat sy totale besoldiging, betaling vir gewone en oortyd, toelaes en aftrekings aantoon.

(2) Vir die opleiding van 'n werknemer mag geen premie deur 'n werkewer gevorder of aangeneem word nie.

(3) Behalwe soos anders in hierdie Ooreenkoms bepaal, mag geen bedrag van enige aard, uitgesonderd die volgende afgetrek word van die bedrae wat ooreenkomsdig hierdie Ooreenkoms aan 'n werknemer betaalbaar is nie:—

- (a) Vir etes of huisvesting, of albei, ooreenkomsdig klousule 3 van Deel III van hierdie Ooreenkoms;
- (b) vir eetplekdiens, waar die aftrekking per aftrekorder gemagtig is wat deur die werknemer op kennigeweling van hoogstens agt-en-twintig dae van beëindiging van sy ooreenkoms ten opsigte van hierdie aftrekking beëindig kan word;
- (c) ingeval 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende enige onbetaalde verlof toegestaan ter verlenging van die betaalde verlof waarvoor in hierdie Ooreenkoms voorsiening gemaak word, 'n bedrag in verhouding tot die duur van die afwesigheid;
- (d) met die skriftelike toestemming van die werknemer, aftrekings vir siektebystands-, versekerings-, pensioen- en voorschlagsfondse of bydraes tot ontspanningsfondse;
- (e) bydraes tot die Raadsfonds ingevolge klousule 30 van hierdie Ooreenkoms;
- (f) die aftrekking van enige bedrag wat 'n werkewer regtens of op bevel van 'n bevoegde hof moet of mag afrek;
- (g) waar 'n werkewer 'n werknemer as gevolg van 'n klerklike of boekhou- of administratiewe of rekenfout meer besoldiging betaal as die bedrag wat wetlik betaalbaar is, is die werkewer geregtig om die oorbetaalde bedrag te verhaal deur aftrekings van daaropvolgende lone of verdienste, met die volgende voorbehoudsbespalings:—
- (i) Die bedrae kan van een of meer betalings van lone of verdienste afgetrek word maar geen enkele aftrekking mag 15 persent van die besoldiging waarvan dit afgetrek mag word, oorskry nie.

- (ii) no such deductions shall be made from any leave pay or leave bonus, payable under this Agreement, either to the employee or the Council;
- (iii) no such deduction or deductions shall be made unless the employer, in writing notifies the employee at the time of the first deduction, and the Council, within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, the amount of the proposed deduction or deductions;
- (h) with the written consent of the employee, deductions for subscriptions to a trade union which is partly to this Agreement.
- (4) Where in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

9. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY.

(1) Notwithstanding anything in this Agreement, an establishment may be closed during any period of work specified for that establishment in terms of sub-clause (2) of clause 26 of this Part of the Agreement by mutual arrangement between the employer and not less than 75 per cent of his employees, where such an arrangement is come to for each specific closing of the establishment.

(2) Whenever an employee is absent from work resultant on the closing of the establishment by mutual arrangement in terms of sub-clause (1), a deduction pro rata for the hours not worked may be made from the amounts payable in terms of this Agreement.

(3) Having regard to the provisions of the Apprenticeship Act of 1944, as amended, the provisions of this clause shall not apply to apprentices.

(4) In respect of statutory or proclaimed public holidays other than New Year's Day, Good Friday, Ascension Day, Day of the Covenant and Christmas Day, on which employees are not required to work or not permitted to work by reason of the closing of the premises due to restriction of trading hours under any law, an amount equivalent to the normal remuneration for the shift ordinarily worked in the establishment concerned on that day, may be deducted.

10. INCENTIVE BONUS WORK.

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 contained in this Agreement relating to overtime, night shift work and work on Sundays and certain public holidays shall apply and be calculated at the rate for that class of work, scheduled in this Agreement.
- (ii) 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 for that class of work scheduled in this Agreement.
- (iii) 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.
- (iv) In the event of a dispute on the incentive bonus rate and failing an arrangement being come to in settlement between the parties, the matter shall forthwith be referred by one or both of the aggrieved parties to the Council.
- (v) Pending an arrangement being come to regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Council in terms of paragraph (iv), the employee shall proceed with the job in accordance with the incentive bonus rate allowed by the management.
- (vi) Any adjustment resulting from the Council's decision which is in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.
- (vii) Time during which an employee is abnormally prevented from proceeding with his work, shall, if the employee is required to stand by, be paid for at the rate for that class of work scheduled in this Agreement with Agreement conditions in respect of overtime and night shift when applicable. Time during which an employee is standing by shall not be taken into account in calculating bonus earnings.
- (viii) No payment shall be made for delays which are normal in the establishment concerned and which have been considered when fixing the incentive bonus rate.
- (ix) In all cases the employee shall be guaranteed the rate for his class of work, irrespective of earnings, for the hours worked.

(ii) Geen sodanige bedrae mag afgetrek word van enige verlofbetaling of verlofbonus wat ingevolge hierdie Ooreenkoms aan die werknemer of die Raad betaalbaar is nie.

(iii) Geen sodanige bedrag of bedrae mag afgetrek word nie tensy die werkewer die werknemer ten tyde van die eerste aftrekking skriftelik in kennis stel, en die Raad binne sewe dae vanaf die eerste aftrekking, van die omstandighede waaronder die oorbetalting geskied het, die bedrag wat dit beloop, en die bedrag van die voorgenome aftrekking of aftrekings;

(h) met die skriftelike toestemming van die werknemer, aftrekings vir lediegeld aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is.

(4) Indien werk in 'n bedryfsinrichting of plek verryg word deur werknemers wat in spanne of ploeë georganiseer is, moet die verdienste van elke werknemer deur die werkewer aan hom betaal word.

9. DIE SLUITING VAN BEDRYFSINRICHTINGS OP 'N GEWONE WERKDAG.

(1) Ondanks enigets in hierdie Ooreenkoms, kan 'n bedryfsinrichting gesluit word gedurende enige werktydperk wat vir dié bedryfsinrichting kragtens subklousule (2) van klousule 26 van hierdie deel van die Ooreenkoms gespesifiseer word, by onderlinge reëeling tussen die werkewer en minstens 75 persent van sy werknemers, waar sodanige reëeling vir elke spesifieke sluiting van die bedryfsinrichting getref is.

(2) Wanneer 'n werknemer nie werk nie, weens die sluiting van die bedryfsinrichting by onderlinge reëeling kragtens subklousule (1), kan 'n eweredige bedrag vir die ure wat nie gewerk is nie, afgetrek word van die bedrae betaalbaar ingevolge hierdie Ooreenkoms.

(3) Met inagneming van die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, is die bepalings van hierdie klousule nie op vakleerlinge van toepassing nie.

(4) Ten opsigte van statutêre of geproklameerde openbare vakansiedae, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag en Kersdag waarop nie van werknemers vereis word of hulle nie toegelaat word om te werk nie omdat die perseel gesluit word weens die beperking van besigheidsure by enige wet, kan 'n bedrag eweredig met die gewone besoldiging vir die skof wat gewoonlik in die betrokke bedryfsinrichting op daardie dag gewerk word, afgetrek word.

10. AANSPORINGSBONUSWERK.

Behoudens die algemene voorwaarde soos hieronder uiteengesit, kan 'n werknemer met sy werkewer ooreenkomm om volgens 'n stelsel van betaling vir resultate te werk:—

- (i) Die voorwaarde in hierdie Ooreenkoms vervat met betrekking tot oortyd, nagskofwerk en werk op Sondae en sekere openbare vakansiedae is van toepassing en moet bereken word teen die skaal vir dié klas werk in die Bylaes van hierdie Ooreenkoms ingelys.
- (ii) Aan 'n werknemer wat aansporingsbonuswerk verrig, moet 'n rustydperk van 10 minute so na moontlik aan die middel van dieoggend- en namiddagwerktydperke toegestaan word, en sodanige rustydperke moet as werktyd gereken word en daarvoor moet die uurskaal vir dié klas werk in hierdie Ooreenkoms ingelys, betaal word.
- (iii) Aansporingsbonusskale moet vasgestel word by onderlinge reëeling tussen die werkewer en die werknemer wat die werk moet verrig, en die werkinkelverteenvoerder moet geraadpleeg word as een van die partye dit verlang.
- (iv) In die geval van 'n geskil oor die aansporingsbonusskala, en wanneer die partye nie tot 'n skikking kan geraak nie, moet die saak onmiddellik deur een of albei van die gegriefde partye na die Raad verwys word.
- (v) In awagting van 'n reëeling wat getref moet word met betrekking tot die aansporingsbonusskala, of wanneer die aansporingsbonusskala na die Raad verwys word kragtens paragraaf (iv), moet die werknemer aangaan met die werk ooreenkomstig die aansporingsbonusskala wat deur die bestuur toegestaan word.
- (vi) Enige aanpassing wat ten gevolge van die Raad se besluit ten gunste van die werknemer vasgestel word is op hom van toepassing met ingang van die datum waarop die aangeleentheid na die Raad verwys is.
- (vii) Vir tyd wat 'n werknemer weens abnormale omstandigheide verhinder word om sy werk te verrig en waartydens van die werknemer vereis word om hom vir werk gereed te hou, moet betaal word teen die skaal vir dié klas werk in hierdie Ooreenkoms ingelys met Ooreenkomsvoorwaarde des opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer hom vir werk gereed hou, moet nie in ag geneem word wanneer bonusverdienste bereken word nie.
- (viii) Geen bedrag word betaal vir vertragings wat normaal is vir die betrokke bedryfsinrichting en waarmee by die vasstelling van die aansporingsbonusskala rekening gehou is nie.
- (ix) In alle gevalle moet aan die werknemer die skaal vir sy klas werk gewaarborg word, afgesien van verdienste, vir die ure wat gewerk is.

- (x) An employee working on incentive bonus work shall be paid on the normal pay day of each week. No incentive bonus rate or basic times once established may be altered except for the following reasons:—
- (1) A mistake in the calculation of either side; or
 - (2) the material, means or method of production or the quantities are changed; or
 - (3) a mutual arrangement has been come to between the employer and the employee in the same way as a new price is arranged.
- (xi) No learner or apprentice may be engaged on incentive bonus work.

11. ALLOWANCES.

(A) *Travelling or Subsistence Allowances.*—(1) Where work is done away from the employers' establishment or the employee's usual working place necessitating travelling, the employee sent to do such work shall be provided with second-class rail accommodation except over suburban lines, when the accommodation shall be first-class or suitable transport to and from the job; provided that third-class rail accommodation may be provided in the case of employees whose work is scheduled in this Agreement at Rates 8 to 11 inclusive; provided further that this sub-clause shall not apply to employees in the electrical contracting section of the Industry, the nature of whose work required the possession of a wireman's licence in terms of Act No. 20 of 1939, unless the distance from the employer's place of business to the job is more than five miles.

(2) Where an employee is required to travel in terms of sub-clause (1) he shall be paid at ordinary rates for the time occupied in travelling, during ordinary hours of work and at half rates, for the time occupied in travelling outside of ordinary hours of work, provided that where by mutual arrangement, the employee uses his own transport, he shall be paid not less than the equivalent second-class rail fare, and shall in addition be paid the travelling allowance in terms of this sub-clause in respect of that period only which would ordinarily have been taken had he travelled by rail.

(3) An employee shall be paid for meals and bed if he travels by train.

(4) Where an employee by reason of his employment away from his usual working place is required by his employer to live away from his usual domicile, board and lodging shall be paid or provided on the job. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of not less than R1.25 per day, and such accommodation shall include a bed and mattress on site. Where board is supplied by the employer on site he shall not be required to pay a subsistence allowance but the standard of meals provided shall be commensurate with the allowance that would have been paid. Employees whose work is scheduled in this Agreement at Rates 8 to 11 inclusive shall be provided with board and lodging accommodation which shall include sleeping bunks.

The provision of this sub-clause shall not apply where it has been mutually agreed, in writing, between the employer and the employee that the employee's place of domicile has changed to that of the new working place.

(5) For the purpose of this clause, Saturday and Sunday shall be treated as ordinary working days.

(6) Whenever employment terminates while at the requirement of the employer an employee is working away from his usual place of domicile, he shall be entitled to be provided with the rail accommodation specified in sub-clause (1) to his place of domicile or suitable transport thereto.

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

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

- (i) advise the employee in writing that further employment is available at a different place;
- (ii) at the completion of one month of employment or the completion of the job, whichever is the sooner, refund to an employee presenting himself for employment in terms of sub-paragraph (i) the cost of rail accommodation for the journey undertaken on the basis set out in sub-clause (a) (i) of this clause;

(b) in the event of an employer failing to give notification in terms of sub-paragraph (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).

(B) *Mortuary Allowance.*—When an employee performs work in a mortuary or cold chamber attached to an undertaker's establishment, provided that such mortuary or cold chamber is being used for its normal purpose, he shall be entitled, in addition to any other remuneration to which he is entitled in terms

(x) 'n Werknemer wat aansporingsbonuswerk verrig, moet op die gewone betaaldag van elke week besoldig word. Geen aansporingsbonusskale of basistye kan, nadat hulle vasgestel is, verander word nie, behalwe om die volgende redes:—

- (1) 'n Fout in die berekening deur een van die partye;
- (2) by verandering van die materiaal, produksiemiddels of produksiemetodes of die hoeveelhede;
- (3) 'n onderlinge reëling getref tussen die werkewer en die werknemer op dieselfde wyse waarop 'n nuwe prys gereël word.

(xi) Geen leerling of vakleerling mag vir aansporingsbonuswerk in diens geneem word nie.

11. TOELAES.

(A) *Toelaes vir reis- en verblyfkoste.*—(1) Waar werk weg van die werkewer se bedryfsinrigting of van die werknemer se gewone werkplek verrig word, sodat dit 'n reis noodsaaklik maak, moet die werknemer wat gestuur word om die werk te verrig, voorsien word van 'n tweedeklastreinkaartjie, uitgesond oor voorstedelike lyne, waaroor die akkomodasie eersteklas- of geskikte vervoer na en van die werk moet wees; met dien verstande dat 'n derdeklastreinkaartjie verskaf kan word in die geval van werknemers wie se werk in hierdie Ooreenkoms by skale 8 tot en met 11 ingelys is; voorts met dien verstande dat hierdie subklousule nie op werknemers in die elektriese aannemingsafdeling van die Nywerheid van toepassing is nie, van wie, uit die aard van hul werk, vereis word om 'n draadwerkerslisensie te besit ingevolge Wet No. 20 van 1939, tensy die afstand van die werkewer se besigheidsplek na die werk meer as 5 myl is.

(2) Wanneer van 'n werknemer vereis word om ingevolge subklousule (1) te reis, moet hy teen gewone loonskale betaal word vir die duur van die reis gedurende gewone ure en teen helfte die gewone skale vir die duur van die reis buite gewone ure; met dien verstande dat waar, by onderlinge reëling, die werknemer sy eie vervoer gebruik, hy minstens 'n bedrag betaal moet word gelykstaande met 'n tweedeklastreinkaartjie, en daarbenewens die reistoelae betaal word ingevolge hierdie subklousule slegs vir daardie tydperk wat dit normaalweg sou geduur het as hy per spoor gereis het.

(3) 'n Werknemer moet vir etes en beddegooi betaal word as hy per trein reis.

(4) Wanneer van 'n werknemer weens sy diens van sy gewone werkplek af, deur sy werkewer vereis word om weg van sy gewone woonplek te woon, moet vir etes en huisvesting betaal word of moet dit by die werk verskaf word. Waar geen hotel of ander geskikte akkomodasie binne 'n redelike afstand van die werkplek beskikbaar is nie, en akkomodasie op die terrein verskaf word, moet die werknemer 'n verblyftoelae van minstens R1.25 per dag betaal word en sodanige akkomodasie moet 'n bed en matras op die terrein insluit. As die werkewer etes verskaf op die terrein, hoef hy nie 'n verblyftoelae te betaal nie, maar die standaard van die etes wat verskaf word, moet gelykwaardig wees met die toelae wat betaal sou gewees het. Werknemers wie se werk in hierdie Ooreenkoms by skale 8 tot en met 11 ingelys is, moet van etes en huisvesting, wat slaapbanke insluit, voorstien word.

Die bepalings van hierdie subklousule is nie van toepassing waar daar onderling skriftelik ooreengekom is tussen die werkewer en die werknemer dat die werknemer se woonplek verander het na dié van die nuwe werkplek nie.

(5) Vir die toepassing van hierdie klosule word Saterdag en Sondag as gewone werkdae beskou.

(6) Wanneer diens eindig terwyl 'n werkewer van 'n werknemer vereis om weg van sy gewone woonplek te werk, is hy daarop geregtig om voorsien te word van die treinkaartjie in subklousule (1) genoem, na sy woonplek toe, of geskikte vervoer soontoe.

(7) Die volgende spesiale bepalings is, ondanks bostaande, van toepassing in gevalle waar 'n werknemer in diens geneem word op die besondere personeel van werkplek van die werk wat onderneem word:—

(a) Indien die werkewer nie meer die werknemer se dienste by die betrokke werk nodig het nie, maar bereid is om die selfde werknemer op 'n ander werk op 'n ander plek in diens te neem, moet die werkewer—

- (i) die werknemer skriftelik in kennis stel dat verdere werk op 'n ander plek beskikbaar is;
- (ii) by beëindiging van een maand diens of voltooiing van die werk watter ook al die eerste plaasvind, aan 'n werknemer wat hom ingevolge subparagraaf (i) vir diens aanbied, die koste van 'n treinkaartjie terugbetaal vir die reis wat onderneem is, op die basis in subklousule (a) (i) van hierdie klosule uiteengesit;

(b) indien 'n werkewer in gebreke bly om ingevolge subparagraaf (i) kennis te gee, maar die werknemer nietemin binne die tydperk van een maand weer op 'n ander plek in diens neem, is die werknemer geregtig op die terugbetaal soos in paragraaf (a) (ii) uiteengesit.

(B) *Lykuistoelae.*—Wanneer 'n werknemer werk in 'n lykhuis of 'n koelkamer in verband met 'n lykbesorger se inrigting verrig mits sodanige lykhuis of koelkamer vir sy normale doel gebruik word, is hy geregtig op 'n bedrag van R1 ten opsigte van elke bedryfsinrigting waarin hy werk bo en behalwe ander besoldiging

of this Agreement to an amount of R1 in respect of each establishment worked in; provided however, that when the execution of his work requires him to return to any establishment on the same day as the work was commenced, he shall not be entitled to any further allowance in respect of such return visit.

(C) *Abnormally Dirty Work Allowance* (for "abnormally dirty work" as in this Agreement defined):—

- (1) Where an employee (other than an employee expressly engaged as a cleaner) is required to work on abnormally dirty work, he shall be paid an allowance in addition to any other remuneration to which he is entitled under this Agreement of 20 cents per shift or part thereof.
- (2) Where an employee has completed the hours of an ordinary shift on abnormally dirty work, he shall, when he works overtime on abnormally dirty work for not less than four hours, be paid a further 20 cents.

(D) *Height Allowance*.—When an employee other than an employee expressly engaged for such work performs work on ships at a height of more than 20 feet above top deck level and/or performs such work on the outside of existing buildings and/or structures above a clear fall of 20 feet as requires the use of a swinging scaffold, boatswain's chair, or roof extension ladder, he shall be entitled in addition to any other remuneration to which he is entitled in terms of this Agreement to an amount of 8 per cent of his basic hourly rate, in respect of each hour or part of an hour during which he is so employed.

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 effect—

- (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) Whenever the contract of service is terminable by one clear working day's notice and the employee fails to give the notice or work such notice period, the employer may deduct the wages for the hours of an ordinary shift in the establishment concerned.

(3) 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. PAID LEAVE.

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall be computed at the hourly rate of which the employee is in receipt on the last day of each month of employment or at the hourly rate of which the employee is in receipt of on the date of termination of employment.

(2) Leave payments of employees employed on incentive bonus work shall be computed on the average weekly earning exclusive of overtime over the last three months actually worked on incentive bonus work prior to the leave becoming due, or to termination of employment, or if the period be less than three months, then such lesser period, over the number of weeks actually worked.

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

(a) The qualification for the paid leave (whether worked for one or more employers) shall be 291 shifts exclusive of overtime actually worked on a six-day week basis or, 242 shifts exclusive of overtime actually worked on a five-day week basis provided that—

(i) subject to paragraph (ii) hereof, employment with the same employer for less than 30 shifts on a six-day week basis, or 25 shifts on a five-day week basis as the case may be, shall not count for the paid leave provided that an employee whose employment is terminated by the employer after working 18 shifts on a six-day week basis or 15 shifts on a five-day week basis as the case may be, shall be credited for purposes of the paid leave with the number of shifts actually worked;

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

waarop hy ingevolge die bepalings van hierdie Ooreenkoms geregtig is; met dien verstande egter dat wanneer dit vir die uitvoering van sy werk nodig is om op dieselfde dag waarop die werk begin is na 'n bedryfsinrigting terug te keer, hy op geen verdere toelae ten opsigte van so 'n tweede besoek geregtig is nie.

(C) *Toelae vir buitengewone vuil werk* (vir „buitengewone vuil werk” soos in hierdie Ooreenkoms omskryf):—

- (1) As daar van 'n werknemer (uitgesonderd 'n werknemer wat spesifiek as 'n skoonmaker in diens is) vereis word om buitengewone vuil werk te verrig, moet hy, benewens enige ander besoldiging waarop hy geregtig is ingevolge hierdie Ooreenkoms, 'n toelae van 20 sent per skof of gedeelte daarvan betaal word.
- (2) As 'n werknemer die ure van 'n gewone skof van buitengewone vuil werk voltooi het, moet hy as hy minstens vier uur oortyd buitengewone vuil werk verrig, 'n verdere 20 sent betaal word.

(D) *Hoogtetoelae*.—As 'n werknemer, uitgesonderd 'n werknemer wat spesifiek vir sodanige werk in diens is, werk op skepe verrig op 'n hoogte van meer as 20 voet bokant die vlak van die boonste dek en/of sodanige werk aan die buitekant van bestaande geboue en/of bouwerke verrig bokant 'n onbelemmerde val van 20 voet wat die gebruik van 'n hangsteier, bootsmanstoel, of dakskuifleer genoodsaak, is hy benewens enige ander besoldiging waarop hy geregtig is ingevolge hierdie Ooreenkoms, gerigtig op 'n bedrag van 8 persent van sy basiese urskaal, vir elke uur of gedeelte van 'n uur waarin hy aldus in diens is.

12. DIENSBEEINDIGING.

(1) 'n Werkgewer of werknemer moet minstens een volle dag opseggings vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie op die volgende intrek maak nie:—

- (a) Die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder opseggings om 'n regsgeldige rede te beëindig;
- (b) 'n ooreenkoms tussen 'n werkgewer en werknemer waarby voorsiening vir 'n langer diensopseggingsyd as een volle werkdag gemaak word;

en voorts met dien verstande dat 'n werkgewer aan 'n werknemer 'nloon kan betaal vir en in plaas van die voorgeskrewe diensopseggingsyd of dié waaroor ooreengekom is.

(2) Wanneer die kontrak beëindig kan word deur een volle werkdag se diensopseggings, en die werknemer versuim om die diens op te sê of sodanige opseggingsyd te werk, kan die werkgewer die loon vir die ure van 'n gewone skof in die betrokke bedryfsinrigting af trek.

(3) Vir die toepassing van hierdie klousule word Saterdag nie as 'n volle werkdag beskou nie. Opseggings om 'n dienskontrak te beëindig by die ophoutyd op Saterdag moet voor 12-uur middag op Vrydag gegee word.

13. VERLOF MET BETALING.

(1) Behalwe in die geval van werknemers wat aansporingsbonuswerk verrig moet die verlofbetalings waarvoor in hierdie klousule voorsiening gemaak word, bereken word teen die urskaal wat die werknemer op die laaste dag van elke maand diens ontvang, of teen die urskaal wat die werknemer op die datum van diensbeëindiging ontvang.

(2) Verlofbetalings aan werknemers wat aansporingsbonuswerk verrig moet bereken word op die gemiddelde weeklike verdienste, uitgesonderd oortydveldienste, oor die laaste drie maande wat werklik aansporingsbonuswerk verrig is voordat die verlof verskuldig geword het of voor sy diens beëindig is, of, indien die tydperk korter as drie maande is, dan oor die getal weke wat werklik gedurende sodanige korter tydperk gewerk is.

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

(a) Die kwalifikasie vir die verlof met betaling (het sy vir een of meer werkgewers gewerk) is 291 skofte, uitgesonderd oortyd, werklik gewerk op die grondslag van 'n werkweek van ses dae, of 242 skofte, uitgesonderd oortyd, wat werklik op 'n grondslag van 'n werkweek van vyf dae gewerk is; met dien verstande dat—

(i) behoudens paragraaf (ii) hiervan, diens by dieselfde werkgewer van minder as 30 skofte op 'n grondslag van 'n werkweek van ses dae, of 25 skofte op 'n grondslag van 'n werkweek van vyf dae, na gelang van die geval, nie vir doeleindes van verlof met betaling gereken word nie; met dien verstande dat 'n werkgewer wie se diens na 18 skofte op 'n grondslag van 'n werkweek van ses dae, of na 15 skofte op 'n grondslag van 'n werkweek van vyf dae, na gelang van die geval, beëindig word, gekrediteer moet word met die getal skofte wat hy werklik gewerk het, vir die doeleindes van verlof met betaling;

(ii) wanneer 'n werknemer se diens ingevolge (i) hiervan onderbreek word en hy by dieselfde werkgewer werk hervat, hy vir doeleindes van die verlof met betaling met die totale getal skofte wat hy by die werkgewer gewerk het, gekrediteer moet word; met dien verstande dat hy in die tussentyd nie vir 'n ander werkgewer werk nie;

- (iii) periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis, as the case may be in any one qualifying period for paid leave, shall count for the paid leave provided that an employer shall be entitled to call upon the 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 leave purposes if such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, 1947, and the periods of absence counting for purposes of the paid leave shall be the period of disablement admitted by the said Act;
- (iv) subject to notification of such absence being given by the employer, in writing, to the Council within seven days of the termination of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis of four and one-sixth on a five-day week basis, as the case may be, worked towards his paid leave qualifications, with a maximum penalty in any one qualifying period for paid leave of 30 shifts on a six-day week basis or 25 shifts on a five-day week basis as the case may be;
- (v) periods of absence on the additional week's leave or accumulations thereof provided for in clause 14 of this part of the Agreement shall count for purposes of the paid leave to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.
- (b) The leave period shall include four week-ends and be for one unbroken period.
- (c) Should New Year's Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day fall within the period of paid leave, the leave period shall be extended by one day with full pay for each such day.
- (d) Should an employee who is required by his employer to work away from his usual place of domicile be about to take his paid leave, the leave shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.
- (e) Application for the leave shall be made by an employee within one month of the date he becomes entitled thereto.
- (f) The leave shall be granted by the employer so as to commence within a period of four months of due date.
- (g) An employee shall be entitled to and shall take his leave within a period of four months from due date, unless exemption be granted by the Council.
- (h) No employee shall engage in any employment for gain during the period of his leave.
- (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 leave at the offices of the Industrial Council during the prescribed hours.
- (b) The employer shall at the time that the employee proceeds on annual leave forward to the Council a leave voucher drawn up in a form acceptable to the Council and bearing the employee's signature for verification purposes. The voucher shall set forth the amounts which have been remitted to the Council in terms of sub-clause (5) of this clause.
- (5) Not later than the fifth day, or if such day be a Sunday or public holiday, the sixth day of each calendar month the employer shall remit to the Council the amount of leave pay computed in the manner provided for in sub-clause (1) or (2) as the case may be which had accrued to each employee in respect of employment during the previous month and the amount so remitted shall be the total of the amounts which would have accrued had the amounts been remitted on each pay day of the month concerned, notwithstanding that the remuneration paid on one of the pay days may have been in respect of work performed during another month.
- The remittance shall be accompanied by a statement in a form approved of by the Council.
- (6) When the employment of an employee terminates before he becomes entitled to paid leave in terms of sub-clause (3) of this clause he shall be credited with the number of shifts he has worked and the employer shall furnish him at the time he leaves his service with a voucher setting out the number of shifts counting for leave purposes which he has worked, and the amount of leave pay to which he is entitled and immediately remit to the Council the balance, which has not already been remitted in terms of sub-clause (5) of the leave payments to which the employee is entitled.
- (iii) tydperke van afwesigheid weens siekte wat altesaam hoogstens 52 skofte op die grondslag van 'n werkweek van ses dae of 43 skofte op die grondslag van 'n werkweek van vyf dae, na gelang van die geval, in enige bepaalde kwalifiseertyd vir verlof met betaling beloop word vir verlof met betaling meegerek; met dien verstaande dat 'n werkgever geregtig is om van 'n werknemer 'n doktersertifikaat te eis ter stawing van die oorsaak van die afwesigheid. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit of in die loop van die werknemer se diens, moet vir verlofdoelindes gerekend word, indien erken word dat die ongeluk binne die bepalings van die Ongevallewet, 1947, val, en die tydperke van afwesigheid wat vir doelindes van verlof met betaling gerekend word die tydperk van ongesiktheid is wat ingevolge genoemde Wet erken word;
- (iv) mits kennis van sodanige afwesigheid skriftelik binnewewe dae na die beëindiging van sodanige afwesigheid deur die werkgever aan die Raad gegee word, moet 'n werknemer wat sonder voldoende rede ter bevrediging van sy werkgever van die werk wegblip, ten opsigte van elke skof wat hy gedurende sodanige afwesigheid verloor, vyf skofte verbeur op die grondslag van 'n werkweek van ses dae of vier en een-sesde op die grondslag van 'n werkweek van vyf dae, na gelang van die geval, wat hy vir sy kwalifikasies vir verlof met betaling gewerk het, met 'n maksimum straf van 30 skofte in enige bepaalde kwalifiseertydperk vir verlof met betaling op die grondslag van 'n werkweek van ses dae of 25 skofte op die grondslag van 'n werkweek van vyf dae, na gelang van die geval;
- (v) tye van afwesigheid ten opsigte van die bykomende week verlof of ophopings daarvan, waarvoor voorseening in klousule 14 van hierdie deel van die Ooreenkoms gemaak is, tel vir doelindes van verlof met betaling ten getalle van die skofte wat normaalweg gedurende hierdie tydperke deur die betrokke werknemer gewerk sou gewees het.
- (b) Die verlof moet 4 naweke insluit en moet aanenlopend wees.
- (c) Indien Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Geloftedag of Kersdag binne die tydperk van verlof met betaling val, moet dié tyd verleng word met een dag teen volle betaling vir elk van daardie dae.
- (d) Indien 'n werknemer wat deur sy werkgever vereis word om weg van sy gewone woonplek af te werk, op die punt staan om sy verlof met betaling te neem, moet die verlof, mits die werknemer na sy woonplek teruggaan, by die woonplek van daardie werknemer begin en eindig.
- (e) 'n Werknemer moet binne een maand vanaf die datum waarop hy op verlof geregtig word, aansoek daarom doen.
- (f) Die verlof moet so deur die werkgever toegestaan word dat dit binne 4 maande vanaf die datum waarop dit opeisbaar word, begin.
- (g) 'n Werknemer moet sy verlof neem en is daarop geregtig binne 'n tydperk van 4 maande vanaf die datum waarop dit opeisbaar word, tensy vrystelling deur die Raad verleen is.
- (h) Geen werknemer mag gedurende sy verloftydperk vir gewin werk nie.
- (4) (a) As 'n werknemer op die punt staan om met verlof te gaan, moet die geld aan hom verskuldig vir doelindes van die verlof, sodra hy met sy werk ophou om met verlof te gaan, gedurende die voorgeskrewe ure by die kantore van die Nywerheidsraad aan hom betaal word.
- (b) Wanneer die werknemer met jaarlikse verlof gaan, moet die werkgever aan die Raad 'n verlofbewys stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en die werknemer se handtekening dra vir bewyslewering. Die bewys moet die bedrae uiteensit wat ingevolge subklousule (5) van hierdie klousule aan die Raad gestuur is.
- (5) Voor of op die vyfde dag, of as sodanige dag 'n Sondag of openbare vakansiedag is, die sesde dag van elke kalendermaand, moet die werkgever aan die Raad die bedrae van verlofsoldiging stuur, bereken op die wyse in subklousule (1) of (2) van hierdie klousule bepaal, na gelang van die geval, wat opgeloop het vir elke werknemer ten opsigte van diens gedurende die voorafgaande maand, en die bedrag aldus gestuur, moet die totaal van die bedrae wees wat sou opgeloop het indien die bedrae op elke betaaldag van die betrokke maand gestuur sou gewees het, ondanks die moontlikheid dat die besoldiging wat op een van die betaaldae betaal is, vir werk kon gewees het wat in 'n ander maand verrig is.
- Die geldsending moet vergesel gaan van 'n staat in 'n vorm wat deur die Raad goedgekeur is.
- (6) Ingeval die diens van 'n werknemer beëindig word voordat hy op verlof met betaling geregtig word ingevolge subklousule (3) van hierdie klousule, moet hy met die getal skofte wat hy gewerk het, gekrediteer word, en die werkgever moet hom, wanneer hy sy diens verlaat, van 'n bewys voorsien waarop die getal skofte wat vir verlofdoelindes tel en wat hy gewerk het, en die bedrag aan verlofsoldiging waaraop hy geregtig is, aangetoon word, en die saldo van die verlofsoldiging waaraop die werknemer geregtig is wat nog nie ingevolge subklousule (5) gestuur is nie, onverwyd aan die Raad stuur.

(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 leave pay shall be payable to his estate or himself, as the case may be.

(8) (a) After not less than 49 weeks have elapsed, reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of sub-clause (6) of this clause and who produces documentary evidence that he is no longer employed in the Industry, shall 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 an employee in the books of the Council shall, on the expiration of such period accrue to the Council. Amounts so accruing to the Council shall be credited to a Fund designated "The Trust Fund Advances Fund" from which the Council in its absolute discretion may:—

(aa) advance to employees the money equivalent to the paid leave entitlement forwardable to the Council in terms of sub-clause (6) of this clause and/or the money equivalent of the leave bonus entitlement forwardable to the Council in terms of clause 15 of this part of the Agreement, as the case may be; or

(bb) pay to employees in whole or in part the money equivalent of any paid leave and/or leave bonus entitlement in cases where such moneys or part thereof would otherwise be lost to employees by reason of the insolvency or liquidation of any employer, provided—

(i) that any such amounts shall not be accrued to the said Fund until a further period of six months has elapsed after the expiration of the two-year period and any claims presented during such six months period shall be paid by the Council; and

(ii) 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 payments from the Fund to such employees as are referred to herein.

(9) Except as otherwise provided herein, employment for the purpose of this clause shall be deemed to commence from the date on which an employee enters the employer's service, or, whichever is the later, the date on which he last became entitled to the paid leave, and includes not more than 4 (four) months of any one unbroken period of military training which an employee undergoes in pursuance of the Defence Act, 1957.

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

14. ADDITIONAL LEAVE PAY.

(1) Subject to sub-clause (3) hereof, an employee qualifying after the date of coming into operation of this Agreement for his tenth or subsequent consecutive paid leave deriving from continuous employment with the same employer as provided for in terms of clause 13 (3) of Part I of this Agreement, shall at that date and each year thereafter, whilst in the employ of the same employer, 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 the employee—

- (i) the paid leave referred to in clause 13 (3) of this part of the Agreement 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 leave.

(2) Whenever the employer and employee come to the arrangement provided for in sub-clause (1) (ii) and the employee has qualified for three such extra weeks' paid leave (hereinafter referred to as "the accumulated leave"), the employee shall take the accumulated leave when he is given and takes the paid leave provided for in clause 13 (3) of this part of the Agreement, 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 paid leave, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(3) Where an employee qualifying for his tenth paid leave in terms of sub-clause (1) was in the employ of the employer concerned for part only of the qualifying period for the first paid leave, he shall be entitled to a proportion of the extra

(7) Ingeval 'n werknemer te sterwe kom of in die loop van sy diens onbekwaam raak om sy beroep uit te oefen, is die bedrag aan hom vir verlof verskuldig, betaalbaar aan sy boedel of aan homself, na gelang van die geval.

(8) (a) Na verloop van minstens 49 weke, gereken vanaf die datum waarop die tydperk van diens begin wat deur die bewys gedeck word, het enige werknemer aan wie 'n bewys kragtens subklousule (6) van hierdie klousule uitgereik is en wat deur dokumente kan bewys dat hy nie langer in die Nywerheid in diens is nie, reg behoudens paragraaf (b) van hierdie subklousule by aanbieding van die bewys aan die Raad, op betaling daarop van enige onbetaalde saldo wat vir hom 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 vanaf die datum van die laaste skof wat deur die werknemer gewerk is, en bedrae in die kredit van die werknemer in die boeke van die Raad kom die Raad toe na verstryking van dié tydperk. Bedrae wat die Raad aldus toekom, moet gekrediteer word aan 'n fonds genaamd „Die Trustfondsvorskotfonds" waaruit die Raad na onbeperkte goedvinde.

(aa) die bedrag gelyk aan die bedrag waarop werknemers vir hul verlof geregtyg is, wat ingevolge subklousule (6) van hierdie klousule aan die Raad gestuur moet word en/of die bedrag gelyk aan die verlofbonus waarop hulle geregtyg is, wat ingevolge klousule 15 van hierdie deel van die Ooreenkoms aan die Raad gestuur moet word, na gelang van die geval, aan hulle mag voorskiest; of

(bb) die geheel of die gedeelte van die bedrag gelyk aan die bedrag waarop werknemers vir verlof geregtyg is en/of die verlofbonus waarop hulle geregtyg is, in gevalle waar sodanige bedrae deel daarvan andersins vir werknemers verlore sou gaan as gevolg van die insolvensie of likwidasie van 'n werkewer, aan hulle mag betaal, met dien verstande—

(i) dat sodanige bedrae nie genoemde Fonds sal toekom nie totdat 'n verdere tydperk van ses maande verloop het na die aloop van die tweeaardige tydperk en alle eise wat gedurende sodanige tydperk van ses maande ingedien word, moet deur die Raad betaal word; en

(ii) dat die Raad alle eise wat al sodanige werknemers na aloop van genoemde tydperk mag instel, moet oorweeg, en na sy goedvinde *ex gratia* bedrae uit die Fonds aan sodanige werknemers soos hierin bedoel word, moet betaal.

(9) Behoudens andersluidende bepalinge hierin, moet diens vir die toepassing van hierdie klousule geag word te begin vanaf die datum waarop 'n werknemer by die werkewer in diens tree of die datum waarop hy die vorige keer op verlof met besoldiging geregtyg geword het, na gelang van die jongste datum, en sluit in hoogstens 4 (vier) maande van 'n bepaalde ononderbroke tydperk militêre opleiding wat 'n werknemer ooreenkomsig die Verdedigingswet, 1957, ondergaan.

(10) Die Raad kan wederkerige reëlings met enige ander nywerheid tref vir die uitruil van verlofbewyse tot voordeel van werknemers wat die nywerheid verlaat.

14. BYKOMENDE VERLOF MET BETALING.

(1) Behoudens subklousule (3) hiervan, is 'n werknemer wat na die datum waarop hierdie Ooreenkoms van krag word, kwalifiseer vir sy tiende of daaropvolgende verlof met betaling wat voortspruit uit ononderbroke diens by dieselfde werkewer, soos bepaal ingevolge klousule 13 (3) van Deel I van hierdie Ooreenkoms, op daardie datum en elke jaar daarna, terwyl hy in die diens van dieselfde werkewer is, geregtyg op 'n ekstra week verlof met betaling wanneer dit vir die werkewer geleë is, of op die gelyke waarde daarvan; met dien verstande dat by onderlinge reëling tussen werkewer en werknemer—

(i) die verlof met betaling in klousule 13 (3) van hierdie deel van die Ooreenkoms voorgeskryf, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof vir die kwalifiseerjaar uitgestel kan word en die werknemer dit kan laat oploop totdat hy vir drie van daardie ekstra weke verlof met betaling kwalifiseer.

(2) Wanneer die werkewer en werknemer die reëling aangaan soos in subklousule (1) (ii) bepaal, en die werknemer vir drie van daardie ekstra weke verlof met betaling (Hieronder „die opgeloopende verlof" genoem), gekwalifiseer het, moet die opgeloopende verlof toegestaan en deur die werknemer geneem word wanneer hy sy verlof met besoldiging soos in klousule 13 (3) van hierdie deel van die Ooreenkoms voorgeskryf neem, tensy, na gelang van wat die werkewer en werknemer ooreenkom, die opgeloopende verlof op 'n ander tyd geneem word; met dien verstande dat die werkewer die werknemer in elke geval in staat moet stel om die opgeloopende verlof te neem in die tydperk voordat hy vir sy volgende verlof met betaling kwalifiseer, en as die werknemer versuim om die opgeloopende verlof binne daardie tydperk te neem, verbeur hy sy reg daarop.

(3) Waar 'n werknemer wat kwalifiseer vir sy tiende verlof tydperk met betaling ingevolge subklousule (1) in die diens van die betrokke werkewer was vir slegs 'n deel van die kwalifiserende tydperk vir die eerste verlof met betaling, is hy geregtyg

week's leave or the equivalent value thereof pro rata to the leave qualification completed with that employer in respect of the first paid leave. On qualification for any subsequent consecutive paid leave, the provisions of sub-clauses (1) and (2) of this clause shall *mutatis mutandis* apply.

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

15. LEAVE BONUS.

For purpose of this clause—

“leave qualification” shall be the qualification for the paid leave prescribed in clause 13 of this part of the agreement;

“qualified employee” means any employee who has qualified for the rate for his class of work specified as payable “thereafter”.

(1) Whenever an employee to whom this clause applies is paid his leave pay he shall at the same time be paid a bonus in accordance with the following table:

Class.

Bonus payable.

Class A:-

(i) Qualified employees whose hourly rate specified in the Agreement is the equivalent of 68·5c per hour or more at date of qualification for their paid leave.

(ii) Employees employed at the date of coming into operation of this Agreement are employed in occupations remunerated according to experience whose hourly rate specified in this Agreement is the equivalent of 68·5c per hour or more at date of qualification for their paid leave.

Class B:-

All other employees not included in Class A hereof (other than apprentices, employees employed on work classified at Rates 8 to 11, vehicle drivers and watchmen).

A leave bonus of R100 per annum calculated pro rata to the leave qualification completed after the date on which the employee last qualified for his paid leave or, whichever is the later from the date of his engagement.

An amount of R10.00 together with an amount calculated at the rate of .8 per cent of the employee's rate for his occupation scheduled in this Agreement for the hours, exclusive of overtime, he has actually worked towards his leave qualifications after the date on which he last qualified for paid leave or the date of his engagement, whichever is the later, adjusted as follows:

- (i) Where the scheduled rate exceeds 61c per hour but does not exceed 67·5c per hour—less 33·5c per hour.
- (ii) Where the scheduled rate exceeds 41·5c per hour but does not exceed 61c per hour—less 30·5c per hour.
- (iii) Where the scheduled rate exceeds 30c per hour but does not exceed 41·5c per hour—less 20c per hour.

Provided that the following calculations shall be made in respect of employees on Rate 7b work:-

Rate 7b. Minimum scheduled rate 39c per hour—less 17·5c per hour.

NOTE.—Shifts or periods of absence which count for leave purposes in terms of clause 13 (3) (a) (iii) of this part of the Agreement must be included in the calculation of the bonus due.

(2) Not later than the fifth day or if such day be a Sunday or public holiday the sixth day of each calendar month the employer shall remit to the Council the amounts of leave bonus computed in the manner provided for in sub-clause (1) of this clause which have accrued to each employee in respect of employment during the previous month and the amount so remitted shall be the total of the amounts which would have accrued had the amounts been remitted on each pay day of the months concerned, notwithstanding that the remuneration paid on one of the pay days may have been in respect of work performed during another month. The remittance shall be accompanied by a statement in a form approved of by the Council.

op 'n gedeelte van die ekstra week verlof of die gelyke waarde daarvan in verhouding met die verlofkwalifikasie wat hy by daardie werkewer voltooi het ten opsigte van die eerste verlof met betaling. By kwalifiserings vir enige daaropvolgende verlof met betaling is die bepalings van subklousules (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) By beëindiging van die diens van 'n werknemer wat geregtig geword het op die gelyke waarde van die ekstra verlof met betaling waarvoor in hierdie klousule voorsiening gemaak word, maar dit nog nie ontvang het nie, moet hy by sodanige diensbeëindiging betaal word vir dié ekstra verlof met betaling waarvoor hy gekwalifiseer het, maar nog nie ontvang het nie.

15. VERLOFBONUS.

Vir die toepassing van hierdie klousule is—

„verlofkwalifikasie,” die kwalifikasie vir die verlof met betaling voorgeskryf in klousule 13 van hierdie deel van die Ooreenkoms; en beteken—

„gekwalifiseerde werknemer” 'n werknemer wat gekwalifiseer het vir die skaal vir sy klas van werk wat gespesifieer is as betaalbaar „daarna”.

(1) Wanneer 'n werknemer op wie hierdie klousule van toepassing is sy verlofgeld betaal word, moet hy terselfdertyd 'n bonus ooreenkomsdig die volgende tabel betaal word:

Klas A:-

Bonus betaalbaar.

(i) Gekwalifiseerde werknemers wie se uurskaal in die Ooreenkoms gespesifieer, gelykstaan met 68·5c per uur of meer op die datum waarop hulle vir verlof met betaling gekwalifiseer.

'n Verlofbonus van R100.00 per jaar bereken *pro rata* teen die verlofkwalifikasie voltooi na die datum waarop die werknemer laas vir verlof met betaling gekwalifiseer het of, na gelang van die jongste datum, vanaf die datum van sy indiensneming.

(ii) Werknemers wat op die datum wat hierdie Ooreenkoms van krag word, in diens is in beroepe waarvoor besoldiging volgens ondervinding geskied, wie se uurskaal in hierdie Ooreenkoms gespesifieer, gelykstaan met 68·5c per uur of meer op die datum waarop hulle vir verlof met betaling gekwalifiseer.

Klas B:-

Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, werknemers in diens in verband met werk geklassifiseer teen skale 8 tot 11, voortuigbestuurders en wagte).

'n Bedrag van R10.00 saam met 'n bedrag bereken teen 8 persent van die werknemer se skaal vir sy beroep ingelys in hierdie Ooreenkoms vir die ure, uitgesonderd oortyd, wat hy werklik vir sy verlofkwalifikasies gewerk het na die datum waarop hy laas vir verlof met betaling gekwalifiseer het, of die datum van sy indiensneming, na gelang van die jongste datum, soos volg aangepas:—

(i) Indien die ingelyste skaal 61c per uur oorskry, maar nie 67·5c per uur oorskry nie—min 33·5c per uur.

(ii) Indien die ingelyste skaal 41·5c per uur oorskry, maar nie 61c per uur oorskry nie—min 30·5c per uur.

(iii) Indien die ingelyste skaal 30c per uur oorskry, maar nie 41·5c per uur oorskry nie—min 20c per uur.

Met dien verstande dat die volgende berekenings gedoen moet word met betrekking tot werknemers wat in verband met werk in skaal 7b in diens is:—

Skaal 7b. Minimum ingelyste skaal 39c per uur—min 17·5c per uur.

Opmerking.—Skofste of tydperke van afwesigheid wat ingevolge klousule 13 (3) (a) (iii) van hierdie deel van die Ooreenkoms vir verlofdoeleindes in aanmerking kom, moet by die berekening van die verskuldigde bonus ingesluit word.

(2) Voor of op die vyfde dag of, as sodanige dag 'n Sondag of openbare vakansiedag is, die sesde dag van elke kalendermaand moet die werkewer die bedrae van verlofbonus wat bereken is op die wyse bepaal in subklousule (1) van hierdie klousule, aan die Raad stuur, nl. dié bedrae wat opgeeloop het vir elke werknemer ten opsigte van diens gedurende die vorige maand, en die bedrag aldus gestuur, moet die totaal wees van die bedrae wat sou opgeeloop het indien die bedrae op elke betaaldag van die betrokke maande gestuur sou gewees het, ondanks die moontlikheid dat die besoldiging wat op een van die betaaldae betaal is, vir werk kon gewees het wat in 'n ander maand verrig is. Die geldsending moet vergesel gaan van 'n staat in 'n vorm wat deur die Raad goedgekeur word.

(3) The provisions of sub-clause (6), (7), (8) (a) and (10) of clause 13 and clause 17 of this Part of the Agreement shall *mutatis mutandis* apply in respect of the payment of a leave bonus in terms of this clause.

(4) No bonus shall be credited for periods of employment which in terms of clause 13 (3) (a) (i) of this part of the Agreement does not count towards the paid leave.

(5) This clause shall apply to apprentices only from the date of termination of their contract of apprenticeship by effluxion of time in terms of section sixteen of the Apprenticeship Act of 1944, as amended by Act No. 46 of 1963, and shall not apply to employees employed on work classified at Rate 8 to 11 inclusive or watchmen.

16. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, he shall be paid at his ordinary hourly rate for the ordinary working hours for that day of the week; provided that whenever the Day of the Covenant, Christmas Day, Ascension Day or New Year's Day fall on a Saturday, an employee who does not work on such day shall be paid at his ordinary hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday inclusive. For purposes of this sub-clause, the ordinary hourly rate of employees employed on incentive bonus work shall be the rate for the class of work scheduled in this Agreement.

(2) The provisions of sub-clause (1) shall not apply to an employee who is on the paid leave provided for in this part of the Agreement.

(3) Whenever an employee works on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day he shall be paid for the number of hours payable in terms of sub-clause (1) hereof to an employee who does not work on such day, and shall be paid in addition to one and one-third times the hourly rate for time worked up to the said number of hours; thereafter he shall be paid at two and one-half times the hourly rate until the usual starting time next day.

17. PAYMENT DURING UNEMPLOYMENT.

(1) Whenever an employee is unemployed and the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher or vouchers, issued in terms of clauses 13 and 15, to the Council shall be entitled during each week of unemployment to payment from amount standing to his credit of such sum as may be determined by the Council from time to time or, whichever is the lesser, the amount standing to its credit; provided that unless the amount standing to his credit is a lesser amount, the sum an employee shall be entitled to receive under this clause shall be not less than half of the ordinary weekly remuneration he was receiving when unemployment started. Should the employee obtain employment before the amount standing to his credit has been exhausted, the unpaid amount shall remain to his credit in the books of the Council and shall be available to him either when he next qualifies for leave or becomes unemployed for a longer period than six days.

(2) Any employee claiming and receiving payment in terms of sub-clause (1) 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 standing to his credit in terms of sub-clause (1), the leave equivalent of such balance shall be credited to him.

18. EMPLOYMENT OF JOURNEYMEN AND PUPIL ENGINEERS.

(a) No employer shall after one month from the date of coming into operation of this Agreement employ any person on work classified in Rate 1 other than an employee who has completed his apprenticeship under a contract in terms of the Apprenticeship Act or any other contract recognised by the Council in any one of the classes of work specified under Rate 1, unless such employee is in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman; provided that an employee shall be entitled to apply to the Council for a certificate enabling him to be employed as a journeyman, and he may, if granted such certificate, be employed thereafter on work classified at Rate 1 appearing in his certificate.

(b) Any employer wishing to employ a pupil engineer may do so only with the prior consent of the Council and the provisions of this clause shall not apply to pupil engineers.

19. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

20. OUTWORK.

(1) No employer shall require or allow any of his employees to undertake any electrical work, scheduled in Schedules A, B and C of this Agreement, elsewhere than in his establishment except where such work is in execution or completion of any order placed with such employer.

(3) Die bepalings van subklousules (6), (7), (8) (a) en (10) van klosule 13 en klosule 17 van hierdie Deel van die Ooreenkoms is *mutatis mutandis* van toepassing ten opsigte van die betaling van 'n verlofbonus ingevolge hierdie klosule.

(4) Geen bonus word gekrediteer vir dienstdyperke wat ingevolge klosule 13 (3) (a) (i) van hierdie deel van die Ooreenkoms nie vir die verlof met betaling in aanmerking kom nie.

(5) Hierdie klosule is van toepassing op vakleerlinge slegs vanaf die datum van beëindiging van hulle leerlingskontrakte deur verstryking van tyd ingevolge artikel 16 van die Wet op Vakleerlinge, 1944, soos gewysig by Wet No. 46 van 1963, en is nie op werkneemers in diens in verband met werk geklassifiseer teen skale 8 tot en met 11 of wagte van toepassing nie.

16. BESOLDIGING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) As 'n werkneemers nie op Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet hy teen sy gewone uurskaal vir die gewone werkure vir daardie dag van die week besoldig word; met dien verstande dat so dikwels as wat Geloftedag, Kersdag, Hemelvaartdag of Nuwejaarsdag op 'n Saterdag val, 'n werkneemers wat nie op sodanige dag werk nie, teen sy gewone uurskaal besoldig moet word vir die getal ure waarvoor hy besoldig sou geword het as die vakansiedae binne die tydperk van Maandag tot en met Vrydag gevallen het. Vir die toepassing van hierdie subklousule is die gewone uurskaal van werkneemers wat aansporingsbonuswerk verrig die skaal vir die klas werk wat in die Bylaes van hierdie Ooreenkoms ingelys is.

(2) Die bepalings van subklousule (1) is nie van toepassing nie op 'n werkneemers wat met verlof met betaling is waarvoor voorstiening in hierdie deel van die Ooreenkoms gemaak word.

(3) Indien 'n werkneemers op Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy besoldig word vir die getal ure wat betaalbaar is ingevolge subklousule (1) hiervan aan 'n werkneemers wat nie op sodanige dag werk nie, en moet hy daarbenewens teen een en een-derde maal die uurskaal besoldig word vir die tyd tot die genoemde getal ure gewerk; daarna moet hy teen twee en 'n halfmaal die uurskaal besoldig word tot die gewone begin tyd die volgende dag.

17. BETALING TYDENS WERKLOOSHEID.

(1) Indien 'n werkneemers werkloos is en die tydperk van werkloosheid tussen een indiensneming en 'n ander langer as ses dae duur, is 'n werkneemers, wanneer hy sy bewys of bewyse wat ingevolge klosule 13 en 15 uitgereik is, aan die Raad voorle, gedurende elke week van werkloosheid geregtig op betaling uit die bedrag in sy kredit van sodanige bedrag as wat die Raad van tyd tot tyd oor kan besluit of, na gelang van die kleinste, die bedrag in sy kredit; met dien verstande dat tensy die bedrag in sy kredit 'n kleiner bedrag is, die bedrag waarop 'n werkneemers ingevolge hierdie klosule geregtig is nie minder moet wees nie as helfte van die gewone weeklike besoldiging wat hy ontvang het toe die werkloosheid begin het. Indien die werkneemers werk kry voordat die bedrag in sy kredit uitgeput is, moet die onbetaalde bedrag in sy kredit in die boeke van die Raad bly staan en beskikbaar wees vir hom, of wanneer hy die volgende keer vir verlofeklassifiseer, of vir 'n langer tydperk as ses dae werkloos word.

(2) 'n Werkneemers wat betaling kragtens subklousule (1) eis en ontvang moet, wanneer hy weer werk in die Nywerheid kry, begin om te kwalifiseer vir verlof vanaf die datum van sodanige werkverkrywing; met dien verstande dat as daar enige onopgewiste saldo in sy kredit ingevolge subklousule (1) staan, hy met die verlofekwivalent van sodanige saldo gekrediteer moet word.

18. INDIENSNEMING VAN VAKMANNE EN LEERLING-INGENIEURS.

(a) Geen werkneemers mag na 'n maand na die datum van inwerkingtreding van hierdie Ooreenkoms, 'n persoon vir werk gebruik wat onder Skala 1 geklassifiseer is, behalwe 'n werkneemers wat sy vakleerlingskap volgens kontrak ingevolge die Wet op Vakleerlinge of volgens 'n ander kontrak, wat deur die Raad erken word in enigeen van die klasse werk onder Skala 1 gespesifieer, voltooi het nie, tensy sodanige werkneemers in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is, wat hom in staat stel om as vakman in diens geneem te word; met dien verstande dat 'n werkneemers die reg het om by die Raad aansoek te doen om 'n sertifikaat wat hom in staat stel om as vakman in diens geneem te word, en daarna kan hy as sodanige sertifikaat aan hom toegestaan is, vir die werk onder Skala 1 geklassifiseer wat op sy sertifikaat verskyn, in diens geneem word.

(b) 'n Werkgewer wat 'n leerling-ingenieur in diens wil neem kan dit slegs met die voorafverkreë toestemming van die Raad doen, en die bepalings van hierdie klosule is nie op leerling-ingenieurs van toepassing nie.

19. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR.

Geen werkgewer mag 'n persoon onder die leeftyd van vyftien jaar in diens neem nie.

20. BUIEWERK.

(1) Geen werkgewer mag van sy werkneemers vereis of hulle toelaat om elektrotegniese werk wat in Bylaes A, B en C van hierdie Ooreenkoms ingelys is, elders as in sy bedryfsinrichting te ondernem nie, behalwe wanneer daardie werk vir uitvoering of voltooiing van 'n bestelling wat by daardie werkgewer geplaas is, verrig moet word.

(2) No employee shall solicit or take orders for or undertake any electrical work scheduled in Schedules A, B or C or this Agreement, on his own account for sale and/or gain and/or on behalf of any other person or firm whilst in the employ of an employer engaged in the industry.

21. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to any employer or employee. Application for exemption shall be made to the Secretary of the Council; provided that no exemption from paragraph (i) of sub-clause (7) of clause 4 of this Agreement shall be granted to, or in respect of any female employee engaged on manual work except for the purpose of performing work which is necessitated by an emergency.

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption has been granted;
- (c) the conditions subject to which such 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, Durban;
- (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

22. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employee who is not a member 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 any 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 scheduled in this Agreement at Rate 1, who are eligible for membership of the trade unions; and
- (b) other employees for whom Rate 7 per hour or more is specified in this Agreement, if such employees have been employed in the Industry for a period of not less than six months and are eligible for membership of one of the trade unions in accordance with their respective constitutions.

(2) The provisions of this 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 unions 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 section fifty-one (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 the Agreement without reasonable cause and the applicant has reported such refusal to the Council.

23. WORKING PARTNERS.

All working partners and/or employers in the Industry shall observe the hours of work prescribed for employees in this Agreement.

24. PROPORTIONS OF RATIO OF JOURNEYMAN TO OTHER EMPLOYERS.

(1) Any employer operating under Schedule A and/or C of this Agreement shall employ two journeymen, who shall not be the owners and/or partners before he shall employ any employees on work for which rates 3 to 9 inclusive are prescribed in this Agreement.

(2) In any establishment, operating under this Agreement, the employment of employees employed on work scheduled as Rate 10 and/or 11, shall be limited to two such employees for the first journeyman and one additional such employee for the second and third journeyman.

NOTE.—Partners and/or owners, who are journeymen, as defined in this Agreement shall be recognised as journeymen for the purpose of sub-clause (2) hereof.

(2) Geen werknemer mag vir eie rekening vir verkoop en/of vir wins en/of ten behoeve van 'n ander persoon of firma, elektrotegniese werk wat in Bylaes A, B en C van hierdie Ooreenkoms ingelys is, onderneem of bestellings daarvoor werf of aanneem terwyl hy by 'n werkewer wat by die nywerheid betrokke is, in diens is nie.

21 VRYSTELLINGS.

(1) Die Raad kan aan enige werkewer of werknemer vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen. Aansoek om vrystelling moet aan die Sekretaris van die Raad gerig word; met dien verstande dat geen vrystelling van paragraaf (i) van subklousule (7) van Klousule 4 van hierdie Ooreenkoms verleen mag word aan of ten opsigte van 'n vroulike werknemer wat handearbeid doen nie, behalwe vir die doel om werk te verrig wat deur 'n noodgeval genoodsaak word.

(2) Die Raad moet die voorwaardes waarop daardie vrystelling van krag is, vasstel; met dien verstande dat die Raad na goedvindie en nadat een week kennis skriftelik aan die betrokke persoon gegee is, 'n vrystellselsertifikaat kan intrek, selfs al het die termyn waarvoor daar die vrystelling verleent is, nie verstrek nie.

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

- (a) Die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleent word;
 - (c) die voorwaardes waarop daardie vrystelling verleent word;
 - (d) die termyn waarvoor die vrystelling van krag is.
- (4) Die Raad moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) van elke sertifikaat wat uitgereik word, 'n afskrif hou en van elke sertifikaat wat uitgereik word, 'n afskrif stuur aan die Afdelingsinspekteur van Arbeid, Durban;
 - (c) 'n afskrif van die sertifikaat aan die betrokke werkewer stuur wanneer die vrystelling aan 'n werknemer verleent word.

22. INDIENSNEMING VAN VAKVERENIGINGARBEID.

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

- (a) werknemers wat werk verrig wat in hierdie Ooreenkoms onder skaal 1 ingelys is en wat vir lidmaatskap van die vakverenigings in aanmerking kom; en
- (b) ander werknemers vir wie skaal 7 of meer per uur in hierdie Ooreenkoms gespesifieer is, as daardie werknemers vir 'n tydperk van minstens ses maande in die Nywerheid in diens was en vir lidmaatskap van die vakverenigings ooreenkomsdig hul onderskeie konstitusies in aanmerking kom.

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

(3) Afgesien van die regte van 'n persoon ingevolge artikel een-en-vyftig (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 redelike oorsaak lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en die aansoeker die Raad in kennis gestel het van die weiering.

23. WERKENDE VENNOTE.

Alle werkende vennote en/of werkewers in die Nywerheid moet die werkure soos vir werknemers in hierdie Ooreenkoms voorgeskryf, nakom.

24. GETALSVERHOLDINGS VAN VAKMANNE TOT ANDER WERKNEMERS.

(1) 'n Werkewer wat betrokke is by die werkzaamhede genoem in Bylaes A en/of C moet twee vakmanne, wat nie eienaars en/of vennote is nie, in diens hê, Alvorens hy werknemers kan gebruik vir werk waarvoor Skale 3 tot en met 9 in hierdie Ooreenkoms voorgeskryf is.

(2) In elke bedryfsinrigting wat kragtens hierdie Ooreenkoms werk, moet die diens van werknemers wat gebruik word vir werk wat onder Skaal 10 en/of 11 ingelys is, beperk word tot twee sodanige werknemers vir die eerste vakman en een bykomend werknemer van gemelde klas vir die tweede en derde vakman.

OPMERKING.—Vennote en/of eienaars wat vakmanne is, soos omskryf in hierdie Ooreenkoms, word, vir die doeleindes van subklousule (2) hiervan, as vakmanne beskou.

25. ADMINISTRATION OF AGREEMENT.

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

26. EXHIBITION OF NOTICES.

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

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

27. 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 remuneration paid and time worked, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

28. ILLNESS AND/OR INJURY ON DUTY ALLOWANCE.

(a) *Illness Allowance*.—Whenever an employee who is not covered by the provisions of the Electrical Industry (Natal) 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 Industry (Natal) 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 Industry (Natal) 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.

(c) *Wage Group*

	<i>Illness or Injury on Duty (hourly) Allowance.</i>
Exceeding R29.70 per week.....	24c
..... exceeding R23.40 per week but not exceeding R29.70 per week.....	21c
..... exceeding R13.62 per week but not exceeding R23.40 per week.....	11c
R13.62 per week and under.....	10c

For the purpose of determining the wage group of an employee the hourly rate scheduled for that class of work in the Agreement of that employee multiplied by 45 shall be the wage.

29. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer 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 sub-clause (c) (ii) hereof,

forward to the Secretary of the Council—

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

(c) Any employer engaged in the Industry at the date of coming into force of this Agreement shall, before putting into operation the special conditions permitted in this Agreement in respect of the different divisions of the Industry, make application and obtain a certificate of registration in one or more divisions of the Agreement for his establishment or part thereof, as the case may be, from the Council. Applications 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 sub-paragraph (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 contracting and/or installation and/or maintenance and/or servicing of electrical equipment, n.e.s., as provided for in the schedules in Part III of this Agreement.

25. TOEPASSING VAN OOREENKOMS.

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

26. VERTONING VAN KENNISGEWINGS.

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

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

27. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om te help om uitvoering aan die bepalings van hierdie Ooreenkoms te gee. 'n Agent het die reg om enige perseel te betree en mag die werkewer en alle werknemers ondervra en die aantekenings van besoldiging wat betaal en tyd wat gewerk word, nagaan ten einde vas te stel of aan die bepalings van hierdie Ooreenkoms voldoen word of nie.

28. SIEKTE- EN/OF DIENSBESERINGSTOE LAE.

(a) *Siekteoelae*.—Wanneer 'n werknemer wat nie deur die bepalings van die Siektetoevlakfonds vir die Elektrotechniese Nywerheid (Natal) gedek word nie, weens siekte van sy werk afwesig is, moet hy vir die dag of dae wat hy in die eerste week van sodanige afwesigheid afwesig is, 'n uurtelae betaal word soos in (c) hiervan voorgeskryf; met dien verstande dat 'n werkewer van wie dit vereis word om sodanige toelae te betaal, kan vereis dat 'n doktersertifikaat ten opsigte van sodanige afwesigheid voorgelê word voordat betaling gedoen word.

(b) *Diensbeseringstoelae*.—(i) Wanneer 'n werknemer van sy werk afwesig is weens 'n besering of ongesiktheid wat binne die bestek van die Ongevallewet, 1941, val en sodanige werknemer deur die bepalings van die Siektetoevlakfonds vir die Elektrotechniese Nywerheid (Natal) gedek word, moet hy 'n uurtelae betaal word soos in (c) hiervan voorgeskryf, vir die ure wat hy van die werk afwesig is vir enige dag of dae wat nie as vergoedbaar ingevolge genoemde Wet erken word nie, tot 'n maksimum van drie dae.

(ii) Wanneer 'n werknemer van sy werk afwesig is weens 'n besering of ongesiktheid wat binne die bestek van die Ongevallewet, 1941, val, en sodanige werknemer nie deur die bepalings van die Siektetoevlakfonds vir die Elektrotechniese Nywerheid (Natal) gedek word nie, moet hy 'n uurtelae betaal word soos in (c) hiervan voorgeskryf, vir 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) *Loongroep*

	<i>Siekte of besering op diens (uurtelae).</i>
Meer as R29.70 per week.....	24c
Meer as R23.40 per week maar nie meer as R29.70 per week nie.....	21c
Meer as R13.62 per week maar nie meer as R23.40 per week nie.....	11c
R13.62 per week en minder.....	10c

Ten einde die loongroep van 'n werknemer te bepaal, is sy loon die uurskaal, vermenigvuldig met 45, vir daardie klas werk vir dié werknemer in die Ooreenkoms ingelys is.

29. REGISTRASIE VAN WERKGEWEERS.

(1) (a) Elke werkewer moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree en

(b) Elke werkewer wat na daardie datum tot die Nywerheid toetree, moet binne een maand nadat hy sy besigheid begin, bewensnakomming van die bepalings van subklousule (c) (ii) hiervan,

aan die Sekretaris van die Raad die volgende verstrek:

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

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

(ii) Elke werkewer wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet ingelyks aansoek om 'n registrasiesertifikaat doen en dit verkry soos bepaal in subparagraaf (i).

(iii) 'n Werkewer wat versuim om hom ingevolge hierdie klousule by die Raad te laat registreer, word geag 'n bedryfsinrigting te bestuur vir elektrotechniese aanneming en/of installering en/of onderhouderwerk en/of versiening van elektriese uitrusting, n.e.v., waarvoor in die bylaes in Deel III van hierdie Ooreenkoms voorsiening gemaak word.

(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.

30. EXPENSES OF THE COUNCIL.

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

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

Column A.	Column B.	Column C.
Wage Group.	Employee's Contribution per Week.	Employer's Contribution per Week.
Class 1.—Employees whose prescribed rate is 86·5c per hour or over	c 10	c 10
Class 2.—Employees whose prescribed rate is 68·5c per hour or more but less than 86·5c per hour..	7·5	7·5
Class 3.—Employees whose prescribed rate is 25c per hour or more but less than 68·5c.....	5	5
Class 4.—Rate 9, 10 and 11 employees, apprentices, and minors employed in designated trades during the probationary period.....	—	1

- (2) The amounts shown in column B of the table shall be deducted by employers from the wages of their employees.
- (3) 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 a covering statement to the Secretary, Industrial Council, Electrical Industry (Natal), P.O. Box 722, Durban.
- (4) In any instance where no contributions are payable as provided for in sub-clauses (1), (2) and (3), hereof or the total amount under sub-clause (3) is less than R2 the total amount referred to in sub-clause (3) shall be supplemented by the employer by such amount as to make a total of R2 in each month.
- (5) Regardless of whether any amount is payable to the Council in terms of this clause every employer shall, by not later than the 15th day of each month forward to the Council in respect of the preceding month, and in the manner indicated therein the statement referred to in sub-clause (3).

31. UNAUTHORISED EMPLOYMENT.

Notwithstanding anything to the contrary of this Agreement no provisions which prohibits the engagement or employment of an employee in 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.

32. INSURANCE OF TOOLS.

Every employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of his journeyman, apprentice and machinist employees, against damage or destruction on the employer's premises by fire. The maximum cover under this clause for insurance of tools shall be R50 per employee stated above.

33. PROHIBITION OF CESSION AND/OR SET-OFF.

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.

Set-off shall not operate and is expressly excluded as between any amounts payable to an employee as referred to in clause 8 (3) of this Agreement, and any amount payable by such employee, the deduction of which is prohibited by that clause; and this provision shall be deemed to be a term of every contract of employment between employer and employee.

2. As die werkewer 'n vennootskap is, moet, benewens die inligting ingevolge subklousule (1) van hierdie klousule, ook die naam waaronder die vennootskap besigheid dryf, verstrekk word.

30. UITGAWES VAN DIE RAAD.

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

(1) Elke werkewer en elke werkewer moet ooreenkomsdig die volgende skaal tot die Raadsfonds bydra:

Kolom A.	Kolom B.	Kolom C.
Loongroep.	Werknemer se weeklikse bydrae.	Werkewer se weeklikse bydrae.
<i>Klas 1.</i> —Werknemers wie se voorgeskrewe skaal 86·5c per uur of meer is.....	c 10	c 10
<i>Klas 2.</i> —Werknemers wie se voorgeskrewe skaal 68·5c per uur of meer, maar minder as 86·5c per uur is.....	7·5	7·5
<i>Klas 3.</i> —Werknemers wie se voorgeskrewe skaal 25c per uur of meer, maar minder as 68·5c per uur is.....	5	5
<i>Klas 4.</i> —Skaal 9-, 10- en 11-werknemers, vakleerlinge en minderjariges wat in aangewese ambagte gedurende die proeftydperk in diens is.....	—	1

- (2) Die bedrae wat in kolom B van die tabel voorkom, moet deur die werkewer van die loon van die werkewer afgetrek word.
- (3) By die bedrae wat aldus van die lone van sy werkewers afgetrek is, moet elke werkewer die bedrae wat in kolom C van die tabel voorkom, voeg, en die totale som, tesame met 'n dekkende opgawe, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), Posbus 722, Durban, stuur.
- (4) In elke geval waar geen eenige bedrae soos voorgeskryf is in subklousule (1), (2) en (3) hiervan betaalbaar is nie, of die totale bedrag wat kragtens subklousule (3) betaalbaar is, minder as R2 bedra, moet die totale bedrag wat in subklousule (3) genoem word, deur die werkewer aangevul word deur 'n bedrag wat die totaal R2 vir elke maand maak.
- (5) Afgesien daarvan of enige bedrag ingevolge hierdie klousule aan die Raad betaalbaar is, moet elke werkewer voor of op die 15de dag van elke maand, ten opsigte van die voorafgaande maand en op die wyse daarin aangedui, die opgawe in subklousule (3) genoem, aan die Raad stuur.

31. VERBODE INDIENSNEMING.

Ondanks andersluidende bepalings in hierdie Ooreenkoms word geen bepaling wat die indiensneming of in diens hou van 'n werkewer vir enige klas werk of op enige voorwaardes verbied, geag die werkewer vry te stel van die betaling van besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nakom as sodanige indiensneming of in diens hou nie verbied was nie, en die werkewer moet voortgaan om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof die indiensneming of in diens hou nie verbied was nie.

32. VERSEKERING VAN GEREEDSKAP.

Elke werkewer moet by 'n geregistreerde versekeringsmaatskappy 'n polis uitneem vir versiekering teen skade of vernietiging, deur brand op die werkewer se perseel, van gereedskap wat die private eiendom van sy vakman-, vakleerling- en masjienwerkewers is. Die maksimum dekking vir versiekering van gereedskap ingevolge hierdie klousule is R50 per bogenoemde werkewer.

33. VERBOD OP SESSIE EN / OF SKULDVERGELYKING.

Geen eis hoegenaamd deur enige werkewer teen die Raad kan gesedeer word nie, en geen beweerde sessie daarvan in bindend vir die Raad nie.

Skuldvergelyking word nie toegelaat nie en word uitdruklik uitgesluit ten opsigte van bedrae, soos bedoel in klousule 8 (3) van hierdie Ooreenkoms, wat betaalbaar is aan 'n werkewer, en ten opsigte van 'n bedrag wat deur sodanige werkewer betaalbaar is en warvan die af trekking by daardie klousule verbied word; en hierdie bepaling word geag 'n bepaling te wees van elke dienskontrak tussen werkewer en werkewer.

PART II.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained the provisions relating to "Hours of Work" (clause 4), "Overtime and Payment of Work on Sundays" (clause 5), "Shift Work" (clause 6), "Paid Leave" (clause 13), "Additional Paid Leave" (clause 14), "Payment for Certain Public Holidays" (clause 16), "Payment During Unemployment" (clause 17), "Illness and/or Injury on Duty Allowance" (clause 28) of Part I of this Agreement shall not apply to employees employed on work classified at Rates 8 to 11 inclusive and/or employed as vehicle drivers or watchman, to whom, except as 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 for more than eight hours, excluding meal times, on any one day; provided that in any establishment in which the employee does not ordinarily work on more than five days in the week, an employee may on any working day be required or permitted to work for an additional period of not exceeding one and a quarter hours.

(2) The maximum overtime that may be worked shall not exceed ten hours per week, unless otherwise authorised by the Council.

(3) In any establishment working a two-shift or three-shift system, no employee other than a watchman may work at night for more than twelve (12) consecutive working shifts and no such employee may work more than one shift in any period of twenty-four (24) hours except when a change in the rotation of shifts makes this necessary.

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

(5) (a) Notwithstanding the provisions of this clause—

- (i) no employee who is a female shall be required or permitted to work—
 - (aa) between six o'clock p.m. and six o'clock a.m.; or
 - (bb) after one o'clock p.m. on more than five days in any one 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 the completion of her ordinary working hours for more than one hour on any day unless she has been—
 - (i) given notice thereof before midday; or
 - (ii) provided with an adequate meal before she has to commence overtime; or
 - (iii) paid an allowance in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(b) 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 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.

(3) 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 hours worked and 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 at one and one-third times his hourly rate for the additional hours worked up to the starting time of his next shift; provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to the 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.

DEEL II.

SPESIALE VOORWAARDEN MET BETREKKING TOT SEKERE KLASSE VAN ARBEID HIERIN GESPESIFISEER.

Ondanks enigets in hierdie bepalings, is die bepalings met betrekking tot "Werkure" (klousule 4), "Oortyd en Besoldiging vir werk op Sondae" (klousule 5), "Skofwerk" (klousule 6), "Verlof met Betaling" (klousule 13), "Bykomende Verlof met Betaling" (klousule 14), "Besoldiging vir Sekere Openbare Vakansiedae" (klousule 16), "Betaling Tydens Werkloosheid" (klousule 17), "Siekte- en/of Diensbeseringstoelae" (klousule 28) van Deel I van hierdie Ooreenkoms nie van toepassing nie op werknemers wat in diens is op werk ingedeel onder skale 8 tot en met 11 en/of in diens is as voertuigbestuurders of wagte op wie, behalwe soos anders daarin bepaal, die orige bepalings van Deel I en die volgende spesiale bepalings toegepas moet word. (Die spesiale bepalings geniet voorrang en moet voorrang geniet in geval van teenstrydighede tussen hulle en genoemde orige bepalings van Deel I.)

1. WERKURE.

(1) Geen werkewer mag, behalwe soos andersins bepaal in hierdie deel van die Ooreenkoms, van 'n werknemer (uitgesonderd 'n wag) vereis of hom toelaat nie om—

- (a) langer as 45 uur, etenstye uitgesonderd, in 'n week te werk, of
- (b) langer as acht uur, etenstye uitgesonderd, op 'n dag te werk; met dien verstande dat in 'n bedryfsinrigting waarin die werknemers gewoonlik op hoogstens vyf dae per week werk, van 'n werknemer op enige werkdag vereis of hy toegelaat kan word om vir 'n verdere tydperk van hoogstens een en 'n kwart uur te werk.

(2) Die maksimum oortyd wat gwerk word, mag nie tien uur per week te bove gaan nie, tensy magtig anders deur die Raad gegee is.

(3) In 'n bedryfsinrigting wat 'n tweeskof- of drieskofstelsel werk, mag geen ander werknemer as 'n wag in die nag vir langer as twaalf (12) agtereenvolgende werkskofte werk nie en geen sodanige werknemer mag meer as een skof in 'n tydperk van vier-en-twintig (24) uur werk nie, behalwe wanneer 'n verandering in die wisseling van skofte dit noodsaaklik maak.

(4) Van 'n werknemer mag nie vereis en hy mag nie toegelaat word om vir 'n ononderbroke tydperk van langer 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.

(5) (a) Ondanks die bepalings van hierdie klousule—

- (i) mag daar nie van 'n vroulike werknemer vereis word of mag sy nie toegelaat word om—
 - (aa) tussen sesuur nm. en sesuur vm.; of
 - (bb) na eenuur nm. op meer as vyf dae per week te werk nie;
- (ii) mag daar nie van 'n vroulike werknemer vereis word of mag sy nie toegelaat word om soos volg oortyd te werk nie—
 - (a) vir meer 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 tensy sy—
 - (i) voor twaalfuur middag daarvan in kennis gestel is; of
 - (ii) van 'n toereikende ete voorsien is voordat sy met oortyd moet begin; of
 - (iii) betyds 'n toelae betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk 'n aanvang neem.

(b) Elke werkewer moet in sy bedryfsinrigting op 'n plek wat maklik vir sy werknemers toeganklik is 'n kennisgewing wat die begin- of eindtyd van werk vir elke skof of skofte van die werk en die etensuur spesifieer, opplaak.

2. OORTYD EN BETALING VIR WERK OP SONDAE.

(1) Tyd gwerk deur werknemers na voltooiing van die gewone skof, moet as oortyd beskou en daarvoor moet minstens een en een-derde maal die gewone skaal per uur van die betrokke werknemer betaal word.

(2) Wanneer 'n werknemer hom voor die gewone begintyd vir daardie dag van die week vir werk moet aanmeld, moet hy vir die tyd tot gewone begintyd gwerk, teen een en 'n half maal die uurloon betaal word.

(3) In alle gevalle waar 'n werknemer op Saterdag op eie versoek vroeë as die gewone begintyd begin, moet 'n werknemer wat vyf dae in 'n week werk teen een en een-derde maal sy uurloon vir die ure gwerk, betaal word en moet 'n werknemer wat ses dae in 'n week werk, teen sy gewone uurloon vir die tydperk van die gewone werkure op 'n Saterdag betaal word en daar na teen een en een-derde maal sy uurloon vir die bykomende ure gwerk tot die begintyd van sy volgende skof, betaal word; met dien verstande dat as die werknemer meer as twee uur vroeë as die gewone begintyd begin, vir alle tyd gwerk tot die twee uur voor die gewone begintyd betaal moet word teen een en 'n half maal die urskaal van die werknemer. Vir die toepassing van hierdie subklousule beteken "gewone begintyd" die gewone begintyd op 'n gewone werkdag.

(4) 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-third times the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater, provided that where an 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-third times the ordinary rate per hour of the employee concerned only for the period actually worked.

(5) 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.

(6) 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 seven 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 Saturday in 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 shift; provided that an employee may work during such interim period of six hours if overtime is paid at one and 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 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.

(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 completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for at one and one-third times the increased hourly rate until the usual starting time of the employee's next normal shift.

For the purpose of this sub-clause "increased hourly rate" means the ordinary hourly rate plus the amount per cent payable thereon at the concluding time of the shift.

4. PAYMENT OF CERTAIN PUBLIC HOLIDAYS.

(1) 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 ordinary working hours for that day of the week.

(4) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer aan die werknemer—

- (i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gwerk; of
- (ii) as hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging van minstens een en twee-derde maal sy gewone besoldigingsklaal betaal ten opsigte van die totale tydperk op sodanige Sondag gwerk, of besoldiging wat minstens een en twee-derde maal die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gwerk, na gelang van die grootste;

met dien verstande dat indien die werk-gewer 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 wat van hom vereis word, te werk, of op eie versoek 'n korter tydperk werk, sodanige werknemer besoldiging teen een en twee-derde maal die gewone besoldiging per uur van die betrokke werknemer slegs vir die tydperk wat werklik gwerk is, moet ontvang.

(5) Die bepalings van subklousule (2) betreffende betaling vir werk op Sondae is nie van toepassing ten opsigte van skofte wat Sondagnag begin in bedryfsinrigtings wat volgens 'n tweeskof- of drieskofstelsel werk nie waarvoor ondergenoemde betaal moet word:—

- (a) Vir die ure voor middernag gwerk, een en 'n halfmaal die gewone uurskala plus 8 persent;
- (b) na middernag tot voltooiing van die skof, die gewone uurskala plus 8 persent.

(6) Die bepalings van hierdie klousule is nie van toepassing op werknemers wat 'n wag se werk doen nie; met dien verstande dat wanneer 'n wag langer as 'n skof van twaalf uur op 'n slag of sewe agtereenvolgende dae werk, tyd aldus gwerk na voltooiing van 'n 12-uur skof en alle tyd gwerk op 'n sewende opeenvolgende dag, as oortyd beskou moet word waarvoor die wag minstens een en een-derde maal sy gewone loon, bereken op 'n urbasis, betaal moet word.

3. SKOFWERK.

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

(2) Ten einde op nagskofwerk te wees, moet 'n werknemer drie of meer opeenvolgende nagte tussen 6 nm. op Maandag en 6 vm. op Saterdag van dieselfde week gwerk het, uitgesonderd in skeepswerk waar enige drie of meer nagte wat opeenvolgend gewer is, nagskofwerk kan uitmaak.

(3) Minstens ses uur moet verloop tussen die indiensneming van 'n werknemer op nagskofwerk en op dagskofwerk; met dien verstande dat 'n werknemer gedurende sodanige tussentydperk van ses uur mag werk indien daar vir oortydwerk betaal word teen een en een-derde maal die uurskala.

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

(a) Tweeskofstelsel—

(i) vir werk wat gewoonlik verrig word in die skof wat in dieoggend begin, moet die gewone uurskala betaal word; met dien verstande dat indien die skof voor 6 vm. begin, daar vir tyd wat voor 6 vm. gwerk is, die gewone uurskala plus 8 persent betaal moet word;

(ii) vir werk wat gewoonlik in die tweede skof verrig word, moet daar soos volg betaal word:—

(aa) wanneer die ure vir die hele skof uitsluitlik binne 'n tydperk vanaf 6 nm. tot 6 vm. val, die gewone skala plus 8 persent;

(bb) wanneer die ure vir die hele skof nie uitsluitlik binne 'n tydperk vanaf 6 nm. tot 6 vm. val nie, die gewone uurskala plus 4 persent tot middernag, en na middernag die gewone uurskala plus 8 persent.

(b) Drieskofstelsel.—Vir werk wat gewoonlik verrig word in die—

(i) tweede skof, die gewone uurskala plus vier persent;

(ii) derde skof, die gewone uurskala plus agt persent.

(5) Tyd gwerk deur werknemers volgens skofstelsels na voltooiing van die gewone skof in die betrokke bedryfsinrigting moet beskou word as oortydwerk en daarvoor moet een en een-derde maal die verhoogde uurskala betaal word tot die gewone beginntyd van die werknemer se volgende gewone skof.

Vir die toepassing van hierdie subklousule beteken "verhoogde uurskala" die gewone uurskala plus die bedrag persent betaalbaar daarop by die ophoutyd van die skof.

4. BETALING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) As 'n werknemer nie op Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werk-gewer hom ten opsigte van sodanige dag besoldiging betaal teen 'n skala van minstens sy gewone besoldiging asof hy op dié dag sy gewone werkure vir daardie dag van die week gwerk het.

(2) 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 rates prescribed in sub-clause (1) of clause 2 of this part of the Agreement shall apply.

(3) 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) Except in the case of employees employed in incentive bonus work, holiday payments provided for in this clause shall be computed at the "hourly rate" as defined in this Agreement which the employee is receiving at the date of qualification for his paid holiday.

(2) Leave payments of employees employed in incentive bonus work 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 leave becoming due of whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

(3) Each employee shall be entitled under this Agreement to three consecutive weeks' paid leave or alternatively and by mutual agreement between the employer and the employee two consecutive weeks' paid leave plus one week's pay in lieu of the third week's leave subject to the following conditions:—

(a) The qualification for the paid leave shall be 291 shifts exclusive of overtime, actually worked on a six-day week basis, or 242 shifts exclusive of overtime, actually worked on a five-day week basis, provided that—

(i) except as is otherwise provided for in paragraph (ii), employment with the same employer for less than 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, as the case may be, shall not count for the paid leave provided that an employee whose employment is terminated after working 18 shifts on a six-day week basis or 15 shifts on a five-day week basis as the case may be shall be paid leave pay calculated pro rata to the number of shifts worked;

(ii) when in the case of employees employed in marine work, the employment is terminated by the employee, employment with the same employer for less than 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, as the case may be, shall not count for the paid leave, but where the employment is terminated by the employer, all shifts worked and/or as allowed for in terms of paragraph (iii) shall count for the paid leave;

(iii) periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis, as the case may be, in any one qualifying period for the paid leave, shall count for the paid leave; provided that an employee shall be required to produce a medical certificate in proof of cause of absence if called upon to do so by his employer. In such event, should the employee fail to produce a certificate there shall be no objection on the employer to give credit for those shifts lost on account of such sickness. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes if such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, 1941, and the periods of absence counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act;

(iv) provided notification of such absence is given by the employer in writing to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth on a five-day week basis, as the case may be, worked towards his paid leave qualification, with a maximum penalty in any one qualifying period for the paid leave of 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, as the case may be.

(b) In the case of three weeks' leave being granted the leave shall include four week-ends and in the case of two week's leave plus one week's pay being granted the leave shall include three week-ends. In each case the leave shall be for one unbroken period.

(2) Indien 'n werknemer op Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy betaling ontvang teen minstens die gewone skaal vir een skof vir die besondere dag van die week en moet hy daarbenewens teen die gewone skaal betaal word vir tyd werklik gwerk tot by voltooiing van die skof, waarna die oortydskale soos voorgeskryf by subklousule (1) van klousule 2 van hierdie deel van die Ooreenkoms, van toepassing sal wees.

(3) Die bepalings van hierdie klousule is nie van toepassing nie op werknemers wat in diens geneem is om 'n wag se werk te verrig, of op 'n werknemer wat met verlof met betaling is waarvoor voorsiening in hierdie deel van die Ooreenkoms gemaak word.

5. VERLOF MET BETALING.

(1) Behalwe in die geval van werknemers wat aansporingsbonuswerk verrig, moet verlofbetatings waarvoor in hierdie klousule voorsiening gemaak word, teen die "uurskaal" bereken word wat in hierdie Ooreenkoms omskryf word en wat die werknemer ontvang op die datum waarop hy vir verlofbetaling kwalifiseer.

(2) Verlofbetatings van werknemers wat aansporingsbonuswerk verrig, moet bereken word op die gemiddelde weeklikse verdienste, uitgesonderd oortydverdienste vir die vorige drie maande waarin aansporingsbonuswerk werklik verrig is voordat hy op verlof geregty gword het, of na gelang van die kortste tydperk, vir die getal weke werklik gwerk gedurende die dienstdyperk wat hy aansporingsbonuswerk verrig het.

(3) Elke werknemer is ingevolge hierdie Ooreenkoms op drie agtereenvolgende weke verlof met betaling of anders en by gesamentlike ooreenkoms tussen die werkewer en die werknemer, op twee agtereenvolgende weke verlof met betaling plus betaling vir een week in plaas van die derde week se verlof, geregty, behoudens die volgende voorwaardes:—

(a) Die kwalifikasie vir verlof met betaling is 291 skofte uitgesonderd oortyd, wat werklik gwerk is op 'n grondslag van 'n werkweek van vyf dae, met dien verstande dat—

(i) behoudens andersluidende bepalings in paragraaf (ii), diens by dieselfde werkewer van minder as 30 skofte op 'n grondslag van 'n werkweek van ses dae of 25 skofte op 'n grondslag van 'n werkweek van vyf dae, na gelang van die geval, nie vir verlof met betaling mag tel nie, met dien verstande dat 'n werknemer wie se diens nadat hy 18 skofte op 'n grondslag van 'n werkweek van ses dae of 15 skofte op 'n grondslag van 'n werkweek van vyf dae gwerk het, na gelang van die geval, beëindig word, vir verlof betaal moet word *pro rata* tot die getal skofte gwerk;

(ii) wanneer diens van werknemers wat skeepswerk verrig deur die werknemer beëindig word, werk by dieselfde werkewer vir minder as 30 skofte op 'n grondslag van 'n werkweek van ses dae of 25 skofte op 'n grondslag van 'n werkweek van vyf dae, na gelang van die geval, nie vir verlof met betaling tel nie, maar wanneer diens deur die werkewer beëindig word, tel alle skofte gwerk en/of soos toegelaat ingevolge paragraaf (iii) vir die verlof met betaling;

(iii) tydperke van afwesigheid weens siekte wat altesaam hoogstens 52 skofte op die grondslag van 'n werkweek van ses dae of 43 skofte op die grondslag van 'n werkweek van vyf dae, na gelang van die geval, in enige bepaalde kwalifiseertyd vir verlof met betaling beloop, tel vir verlof met betaling, met dien verstande dat 'n werknemer 'n doktersertifikaat ter stawing van die oorsaak van afwesigheid moet voorle as sy werkewer dit van hom vereis. In sodanige geval, indien 'n werknemer in gebreke sou bly om 'n sertifikaat voor te le, is daar geen beswaar daarteen dat die werkewer hom met daardie skofte wat as gevolg van siekte verlore gegaan het, krediteer nie. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit of in die loop van die werknemer se diens moet vir verlofdoeleindes gerekend word, indien erken word dat die ongeluk binne die bepalings van die Ongevallewet, 1941, val, en die tydperke van afwesigheid wat vir doeleindes van verlof met betaling gerekend word, is die tydperke van ongeskiktheid wat ingevolge genoemde Wet erken word;

(iv) mits kennis van sodanige afwesigheid skriftelik binne sewe dae na sodanige afwesigheid deur die werkewer aan die Raad gegee word, moet 'n werknemer wat sonder voldoende rede ter bevrediging van sy werkewer van die werk wegby, ten opsigte van elke skof wat hy gedurende sodanige afwesigheid verloor, vyf skofte verber op die grondslag van 'n werkweek van ses dae of vier en een-sesde op die grondslag van 'n werkweek van vyf dae, na gelang van die geval, wat hy vir sy kwalifikasie vir verlof met betaling gwerk het, met 'n maksimum straf van 30 skofte in enige bepaalde kwalifiseertydperk vir verlof met betaling op die grondslag van 'n werkweek van ses dae of 25 skofte op die grondslag van 'n werkweek van vyf dae, na gelang van die geval;

(b) Ingeval drie weke verlof toegestaan word, moet die verlof vier naweke insluit en ingeval twee weke plus besoldiging vir een week toegestaan word, moet die verlof drie naweke insluit. In ieder geval moet die verlof vir een ononderbroke tydperk wees.

- (c) Should either Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day fall within the period of the leave, the leave period shall be extended by one day with full pay for each such day.
- (d) Should an employee who is required by his employer to work away from his usual place of employment be about to take his paid leave, the leave shall, provided the employee returns to his normal place of employment, commence and terminate at the normal place of employment of that employee.
- (e) The leave shall be granted by the employer so as to commence within a period of four months of due date. 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.
- (f) No employee shall engage in any employment for gain during the period of his leave.
- (4) When an employee is about to take his paid leave, the moneys payable to him for purposes thereof shall be paid to him in cash by his employer on his ceasing work to go on leave.
- (5) When the employment of an employee terminates before he becomes entitled to paid leave in terms of sub-clause (3) of this clause, he shall be paid pro rata according to whether the establishment works a six-day week or a five-day week with the proportionate number of shifts worked.
- (6) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of leave pay shall be payable to his estate or himself, as the case may be.
- (7) Except as 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 whichever is the later, the date on which he last became entitled to the paid leave and includes not more than 4 (four) months of any one unbroken period of military training which an employee undergoes in pursuance of the Defence Act, 1957.

6. 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 and dates of commencement and termination of the contract and the rate of remuneration at the date of such termination: Provided that where in this Agreement, the wage of any employee is determined by length of service, it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment, in order to become entitled to such wage prescribed for length of service.

7. SICKNESS COMPENSATION.

(a) Whenever an employee is absent from work through sickness or accident his employer shall, subject to the provisions of this clause pay to the employee sickness compensation calculated in terms of sub-clause (b), (c) and (d) of this clause.

(b) The sickness compensation payable shall be one-third of a normal shift's pay (exclusive of overtime), calculated on the employee's hourly rate of pay, in respect of each full shift of absence for which an employee is entitled to compensation in terms of this clause.

(c) Subject to the provisions of sub-clause (d) hereof, as from date of operation of this Agreement or date of engagement, whichever is the later, every employee shall accrue credits for sickness compensation at the rate of $2\frac{1}{2}$ shifts for every 22 shifts worked in the case of an employee who works a five-day week and 26 shifts in the case of an employee who works a six-day week; provided that no employee shall at any time be entitled to accrue credits for compensation in excess of 65 shifts in the case of an employee who works a five-day week and 78 shifts in the case of an employee who works a six-day week.

(d) Credits accrued in respect of continuous employment with the current employer only shall count for sickness compensation.

(e) Where the employment of an employee is terminated during his absence due to sickness or accident qualifying for sickness compensation in terms of this clause the employer shall continue to pay such compensation until the credits which have accrued to such employee have been exhausted subject to the production of such medical certificate as prescribed in this clause of this Agreement.

(f) Whenever an employee receives sickness compensation in terms of this clause the total number of credits accrued by the employee concerned shall be reduced by the total number of shifts for which compensation has been paid, up until the total credits accrued to the employee have been exhausted.

- (c) Indien Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag binne die verloftydperk val, moet die verlof met een dag met volle betaling vir elke sodanige dag verleng word.
- (d) Indien 'n werknemer wat deur sy werkgever vereis word om weg van sy gewone werkplek af te werk, op die punt staan om sy verlof met betaling te neem, begin en eindig die verlof op die gewone werkplek van daardie werknemer, met dien verstande dat die werknemer na sy gewone werkplek terugkeer.
- (e) Die verlof moet deur die werkgever toegestaan word sodat dit binne vier maande vanaf die datum waarop dit opeisbaar word, begin. Met dien verstande dat indien 'n werknemer voor die verloop van genoemde tydperk van vier maande skriftelik daar toe ingestem het, sy werkgever hom sodanige verlof vanaf 'n datum hoogstens twee maande na die verloop van genoemde tydperk van vier maande mag verleen.
- (f) Geen werknemer mag gedurende sy verloftydperk vir gewin werk nie.
- (4) Wanneer 'n werknemer op die punt staan om sy verlof met betaling te neem, moet die geld wat vir die doel aan hom betaalbaar is, in kontant deur sy werkgever aan hom betaal word wanneer hy ophou met werk ten einde met verlof te gaan.
- (5) Wanneer die diens van 'n werknemer eindig voordat hy op verlof met betaling ingevolge subklousule (3) van hierdie klousule, geregtig word, word hy *pro rata*, na gelang daarvan of die bedryfsinrigting ses dae of vyf dae in 'n week werk, volgens die eweredige getal skofte gwerk, betaal.
- (6) Ingeval 'n werknemer te sterwe kom of in die loop van sy diens onbekwaam raak om sy beroep uit te oefen, is die bedrag aan hom vir verlof verskuldig, betaalbaar aan sy boedel of aan homself, na gelang van die geval.
- (7) Behoudens andersluidende bepalings hierin, moet diens vir die toepassing van hierdie klousule geag word te begin van die datum af waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy die vorige keer op verlof met betaling geregtig geword het, na gelang van die jongste datum, en sluit hoogstens 4 (vier) maande in van 'n bepaalde ononderbroke tydperk militêre opleiding wat 'n werknemer ooreenkomsdig die Verdedigingswet, 1957, ondergaan.
- 6. DIENSSERTIFIKAAT.**
- Wanneer 'n werknemer by beëindiging van sy diens daarom vra, moet 'n werkgever sodanige werknemer van 'n dienssertifikaat voorsien wat die name van die werkgever en werknemer voluit aangee, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die besoldigingskaal op die datum van dié beëindiging: Met dien verstande dat as die loon van enige werknemer in hierdie Ooreenkoms volgens duur van diens bepaal word, dit die plig van die werknemer is om 'n dienssertifikaat aan sy nuwe werkgever by diensverandering voor te lê ten einde geregtig te word op die loon wat volgens duur van diens voorgeskryf word.
- 7. VERGOEDING VIR SIEKTE.**
- (a) Wanneer 'n werknemer as gevolg van siekte of 'n ongeluk van sy werk afwesig is, moet sy werkgever, behoudens die bepalings van hierdie klousule, aan sy werknemer vergoeding betaal vir siekte, bereken ingevolge subklousule (b), (c) en (d) van hierdie klousule.
- (b) Die siektervergoeding betaalbaar is een-derde van die besoldiging vir 'n gewone skof (uitgesonderd oortyd), bereken op die werknemer se uurloon ten opsigte van elke volle skof wat hy afwesig is waaroor 'n werknemer op vergoeding ingevolge hierdie klousule geregtig is.
- (c) Behoudens die bepalings van subklousule (d) hiervan, word vanaf die datum van inwerkingtreding van hierdie Ooreenkoms of datum van indiensneming, na gelang van die jongste datum, elke werknemer gekrediteer vir siektervergoeding teen 'n skaal van $2\frac{1}{2}$ skofte vir elke 22 skofte gwerk in die geval van 'n werknemer wat 'n werkweek van vyf dae het en 26 skofte in die geval van 'n werknemer wat 'n werkweek van ses dae het; met dien verstande dat geen werknemer te eniger tyd geregtig is om vir opgeleoste vergoeding van meer as 65 skofte in die geval van 'n werknemer wat 'n werkweek van vyf dae het en 78 skofte in die geval van 'n werknemer wat 'n werkweek van ses dae het, gekrediteer te word nie.
- (d) Slegs kreditte opgeleop ten opsigte van aaneenlopende diens by die huidige werkgever tel vir vergoeding vir siekte.
- (e) Wanneer die diens van 'n werknemer gedurende sy afwesigheid as gevolg van siekte of 'n ongeluk wat hom laat kwalifiseer vir vergoeding vir siekte ingevolge hierdie klousule, beëindig word, moet die werkgever voortgaan om sodanige vergoeding te betaal totdat die kreditte wat vir sodanige werknemer opgeleop het, opgebruik is, behoudens die voorlegging van die doktersertifikaat wat in hierdie klousule van hierdie Ooreenkoms voorgeskryf word.
- (f) Wanneer 'n werknemer vergoeding vir siekte ingevolge hierdie klousule ontvang, moet die totale getal kreditte wat die betrokke werknemer laat oploop het, verminder word met die totale getal skofte waaroor vergoeding betaal is, totdat die totale getal kreditte wat vir die werknemer opgeleop het, opgebruik is.

(g) Where an employee is provided by his employer with board and/or lodging during sickness, the sickness compensation payable in terms of this clause, may be reduced at the rate of R1.10 per week where board only is provided or 40c per week where board lodging only is provided or R1.50 per week where both board and lodging is provided.

(h) Where an employer is by any law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees, the amount so paid may be set off against the payment due in respect of sickness compensation in terms of this clause.

(i) No employee shall be entitled to receive sickness compensation—

- (i) in respect of the first week of absence;
- (ii) in respect of absences from work which are compensable under the Workmen's Compensation Act, 1941;
- (iii) in respect of any period during which he is receiving an illness allowance under the Unemployment Insurance Act, 1946;
- (iv) in respect of sickness or accident attributable to misconduct or excessive indulgence in intoxicating liquors or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots;
- (v) in respect of paid public leave as specified in this Agreement, or in respect of any portion of the paid leave referred to in clause 5 of this part of this Agreement;
- (vi) in any one cycle of 12 months employment with the same employer in excess of the maximum number of credits he is permitted to accrue in terms of sub-clause (c) of this clause;
- (vii) in respect of sickness or injury contracted or sustained during any period of absence from work such as referred to in sub-clause (i) of this clause.

(j) Payment of the sickness compensation may be made to the employee concerned periodically during his absence but shall not be later than the first pay day after his return to duty; provided that, and as a condition precedent to the payment by him of any sickness compensation in terms of this clause an employer may require any such employee, who has qualified for sickness compensation in terms of this clause to obtain and produce to the employer as proof of cause of absence a medical certificate from a medical practitioner nominated by the employer.

(k) For the purposes of this clause absences during paid public holidays and the paid leave shall count as "shifts worked".

(l) Absences from work with the permission of the employer for any one period of up to six months in any one cycle of 12 months employment with the same employer shall not be regarded as breaks in an employee's continuous employment, provided that during such absence the employee concerned does not work for another employer.

PART III.

WAGES AND/OR EARNINGS.

(1) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(2) Any employee employed on work classified at Rates 1 or 1A who at date of coming into operation of this Agreement is receiving the rate prescribed in this Agreement for his class of work scheduled in the Agreement or who is receiving a higher rate for his class of work scheduled in the Agreement shall receive an increase of not less than 5c per hour on the hourly rate such employee was receiving prior to the commencement of the Agreement.

(3) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer or to purchase any goods or hire any property from his employer, but where an employee agrees to accept board and lodging or both from his employer the employer may deduct not more than R1.50 per week when board and lodging is provided or not more than R1.10 per week for board only or 40c per week for lodging only, provided that such lodging has been approved by the Council and the local authority concerned.

(4) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation; provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such

(g) Wanneer 'n werkgever etes en/of huisvesting aan 'n werknemer verskaf gedurende laasgenoemde se siekte, mag die siektevergoeding wat ingevolge die bepalings van hierdie klousule betaalbaar is, verminder word teen die skaal van R1.10 per week waar slegs etes verskaf word of 40c per week waar slegs huisvesting verskaf word of R1.50 per week waar etes en huisvesting verskaf word.

(h) Waar daar regtens vereis word dat 'n werkgever geldie vir hospitaal- of mediese behandeling ten opsigte van 'n werkgever betaal en hy sodanige geldie betaal, mag die bedrag aldus betaal, afgetrek word van die bedrag wat ten opsigte van vergoeding vir siekte ingevolge hierdie klousule verskuldig is.

(i) Geen werknemer is daarop geregtig om vergoeding vir siekte te ontvang nie—

- (i) ten opsigte van die eerste week wat hy afwesig is;
- (ii) ten opsigte van afwesigheid uit sy werk waarvoor hy ingevolge die Ongevallewet, 1941, vergoeding ontvang;
- (iii) ten opsigte van 'n tydperk waarin hy ingevolge die Werkloosheidsversekeringswet, 1946, 'n siektetoelae ontvang;
- (iv) ten opsigte van siekte of ongeluk wat aan wangedrag, of oormatige gebruik van bedwelmende drank of verdovingsmiddelle toe skryf is, of aan beserings opgedoen as gevolg van enige vorm van burgerlike onluste of betrokkenheid by openbare oproer te wye is;
- (v) ten opsigte van openbare vakansie met betaling soos in hierdie Ooreenkoms gespesifiseer, of ten opsigte van 'n gedeelte van die verlof met betaling wat in klousule 5 van hierdie deel van die Ooreenkoms bedoel word;
- (vi) in 'n bepaalde kringloop van 12 maande diens by dieselfde werkgever vir meer as die maksimum getal kredite wat hy toegelaat word om te laat oploop ingevolge subklousule (c) van hierdie klousule;
- (vii) ten opsigte van siekte of besering opgedoen gedurende 'n tydperk van afwesigheid van werk soos in subklousule (i) van hierdie klousule bedoel.

(j) Die siektevergoedingbedrae mag periodiek aan die betrokke werknemer gedurende sy afwesigheid betaal word, maar moet voor of op die eerste betaaldag nadat hy tot die diens terugkeer, betaal word; met dien verstande dat, as opskortende voorwaarde vir die betaling van vergoeding vir siekte ingevolge hierdie klousule deur hom, 'n werkgever mag vereis dat die werknemer, as bewys van oorsaak van afwesigheid, 'n doktersertifikaat van 'n mediese praktisyn wat deur die werknemer genomineer is, verky en voorli.

(k) By die toepassing van hierdie klousule word afwesigheid gedurende openbare vakansiedae met betaling en verlof met betaling gerekend as „skofte gewerk”.

(l) Afwesigheid van werk met die toestemming van die werkgever vir 'n tydperk van tot ses maande in 'n bepaalde kringloop van 12 maande diens by dieselfde werkgever, word nie geag onderr brekings in 'n werknemer se aaneenlopende diens te wees nie, met dien verstande dat die betrokke werknemer nie gedurende sodanige afwesigheid vir 'n ander werkgever werk nie.

DEEL III.

LONE EN/OF VERDIENSTE.

(1) 'n Werknemer wat op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n hoërloon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk in verband waarmee hy in diens is, moet steeds minstens die hoërloon ontvang terwyl hy by dieselfde werkgever werksaam is in dieselfde werk of enige ander werk waarvoor 'n laerloon voorgeskryf word.

(2) 'n Werknemer wat in diens is in verband met werk wat by Skale 1 of 1A ingedeel is en wat op die datum van die inwerkingtreding van hierdie Ooreenkoms die loon ontvang wat in die Ooreenkoms voorgeskryf word vir sy klas werk in die Ooreenkoms ingelys of wat 'n hoërloon ontvang as die loon vir sy klas werk wat in die Ooreenkoms ingelys is, moet verhoging ontvang van minstens 5c per uur teen die uurloon wat sodanige werknemer voor die inwerkingtreding van die Ooreenkoms ontvang het.

(3) Van geen werknemer kan as deel van sy dienskontrak vereis word om etes of huisvesting of albei van sy werkgever aan te neem of om goedere van sy werkgever te koop of eiendom van hom te huur nie, maar indien 'n werknemer instem om etes of huisvesting of albei van sy werkgever aan te neem, kan die werkgever hoogstens R1.50 per week aftrek wanneer etes en huisvesting verskaf word of hoogstens R1.10 per week, wanneer slegs etes verskaf word, of 40c per week wanneer slegs huisvesting verskaf word; met dien verstande dat sodanige huisvesting deur die Raad en die betrokke plaaslike owerheid goedkeur is.

(4) Geen werknemer mag in meer as een beroep wat in die Ooreenkoms ingelys is, in enige enkele week werksaam wees teen verskillende loonskale nie, tensy betaling gedaan word asof sodanige werknemer vir daardie hele week werksaam was op die hoogs besoldigde beroep, met dien verstande dat wanneer 'n laer besoldigde werknemer tydelik in die plek gestel word van 'n hoër besoldigde werknemer wat van sy werk afwesig is

substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment in the higher rate.

(5) Subject to the provisions of sub-clause (2) to (4) no employer shall pay to employees (other than apprentices) engaged on any of the classes of work hereinafter specified in the following wage schedules wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

SCHEDULE A.

WAGES PROVISIONS APPLICABLE UNLESS ELSEWHERE SPECIFIED.

Rate 1.

Journeyman's work—

Electrician's work.....	Rate per hour for work classified at Rate 1 in Table of Wage Rates.
Armature winding.....	
Electrical Communications.....	
Technician's work.....	
Telephone electrician's work.....	

X-ray and electro-medical.....

Mechanic's work.....

Rate 3.

Operating Balancing Machine.....

Rate per hour for work classified at Rate 3 in Table of Wage Rates.

Rate 7.

All armature winding operations using pre-formed 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 horse-power has been determined by the expression—

R.P.M."

$$\text{H.P.} = \frac{30}{\text{R.P.M.}}$$

Rate per hour for work classified at Rate 7 in Table of Wage Rates.

Rate 7 (b).

All armature winding operations required in the rewinding of generators and motors of 250 lb. and less (gross weight of finished product) or alternatively machines whose horse-power shall not be greater than determined by the expression—

R.P.M."

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

Taping and/or wrapping coils and/or tubes

Rate per hour for work classified at Rate 7 (b) in Table of Wage Rates.

NOTE.—Employees may only be employed on the operations set out in Rates 7 and 7 (b) of this Schedule provided that 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 7 (b).

Rate 9.

Winding and/or pulling of stator and/or rotor loops by hand and/or by power machine where the machine is prepared and set up by a Rate 1 employee.....

First six months of experience.....

Thereafter.....

Rate per hour for work classified at Rate 9 in Table of Wage Rates.

Rate 10.

Annealing and varnishing of covered wire.....

Baking and/or pressing mica and/or insulation tubes and/or tubes and/or coils.....

Braiding cotton and/or glass.....

Circling laminations by machines.....

Cotton and/or glass and/or paper covering of conductors.....

Drawing copper wires through dies.....

Punching holes by machine in lamination circles.....

Spraying of motors and/or coils.....

First three months of experience.....

Thereafter.....

Rate per hour for work classified at Rate 10 in Table of Wage Rates.
--

en nie elders in die bedryfsinrigting werk nie, sodanige plaasvervangende werknemer teen die hoër skaal betaal moet word maar slegs vir die tyd wat hy werklik werksaam was in verband met die hoër besoldigde werk. Enige tydperk van minder as 'n halwe skof altesaam gedurende enige enkele week waarin 'n werknemer as plaasvervanger werk, tel nie vir besoldiging teen die hoër skaal nie.

(5) Behoudens die bepalings van subklousules (2) tot (4) mag geen werkewer aan sy werknemers (vakleerlinge uitgesond), wat werksaam is in verband met enige van die klasse werk wat hieronder in die volgende loonbylaes gespesifieer word, lone en/of verdienste betaal wat laer is as dié wat teenoor sodanige klasse genoem word, en geen werknemer mag lone en/of verdienste aanneem wat laer is as dié wat teenoor sodanige klasse genoem word nie.

BYLAE A.

LOONBEPALINGS VAN TOEPASSING TENSY ELDERS VERMELD.

Skaal 1.

Vakmanswerk—

Elektrisiënswerk.....	Skaal per uur vir werk geklassifiseer onder skaal 1 in tabel van loonskale.
Ankerwikkeling.....	
Elektriese kommunikasies.....	
Tegnikus se werk.....	
Telefoonelektrisiënswerk.....	

X-straal- en elektro-mediese werktuig-kundige se werk.....

Skaal 3.

Bediening van balanseermasjien.....

Skaal per uur vir werk geklassifiseer onder skaal 3 in tabel van loonskale.

Skaal 7.

Alle werkzaamhede in verband met anker-wikkeling deur gebruik te maak van vooraf gevormde spoele (uitgesond verbinding en/of toetsing) wat nodig is vir die herwikkeling van ontwikkelaars en motore van oor 250 lb. maar van hoogstens 750 lb. (bruto gewig van voltooide produk) of anders masjiene waarvan die perdekrag bepaal is deur die uitdrukking—

O.P.M."

$$\text{P.K.} = \frac{30}{\text{O.P.M.}}$$

Skaal per uur vir werk geklassifiseer onder skaal 7 in tabel van loonskale.

Skaal 7 (b).

Alle werkzaamhede in verband met anker-wikkeling wat nodig is vir die herwikkeling van ontwikkelaars en motore van 250 lb. en minder (bruto gewig van die voltooide produk) of anders masjiene waarvan die perdekrag nie hoër is nie as dié wat bepaal word deur die uitdrukking—

O.P.M."

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

Skaal per uur vir werk geklassifiseer onder skaal 7 (b) in tabel van loonskale.

Toedraai en/of toewikkel van spoele en/of buise.....

OPMERKING.—Werknemers kan alleen gebruik word vir die werk wat in skaal 7 en 7 (b) van hierdie bylae uiteengesit word, mits die verhouding van werknemers in die bedryfsinrigting nie minder is nie as 4 (vier) ankerwikkelaars teen skaal 1 tot 1 (een) werknemer wat in diens is vir ankerwikkellingswerk teen skaal 7 en/of 7 (b).

Skaal 9.

Wikkell en/of vastrek van stator- en/of rotor-lusse met die hand en/of kragmasjiene wan-neer die masjiene voorberei en bestel word deur 'n skaal 1-werknemer.....

Eerste ses maande ondervinding.....

Daarna.....

Skaal per uur vir werk geklassifiseer onder skaal 9 in tabel van loonskale.

Skaal 10.

Uitgloei en vernis van bedekte draad.....

Mika en/of isoleerbuisse en/of buise en/of spoele, bak en/of pers.....

Katoen en/of glas vleg.....

Lamellerings met masjiene opdraai.....

Gelciers 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 drie maande ondervinding.....

Daarna.....

Skaal per uur vir werk geklassifiseer onder skaal 10 in tabel van loonskale.

Skaal per uur vir werk geklassifiseer onder skaal 10 in tabel van loonskale.

Rate 11.

Cleaning and tinning of coil end and/or leads	Rate per hour for work classified at Rate 11 in Table of Wage Rates.	R8.07 per week.
Making of copper clips on formers.....		
Varnishing coils by brushing and/or dipping.....		
Cleaning of machines.....		
Cleaning of laminations.....		
Stripping insulation from wire ends.....		
Stripping of old windings.....		

Timing in solder pot.....

Watchman's work.....

NOTE.—(a) The ordinary hours of work of a watchman shall not exceed twelve hours per shift for a six-day week.

(b) In the event of a lesser number of hours than prescribed in (a) above being worked, the rate per week may be reduced pro rata.

(c) 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 watchmen.

Vehicle Driving:—

(i) Driving of Steam Wagon.....	R23.59.
(ii) Driving of any other vehicle authorised to carry a pay load of up to and including—	
1 Ton.....	R11.03.
Over 1 ton and up to 3 tons.....	R13.81.5.
Over 3 tons and up to 5 tons.....	R17.64.
Over 5 tons and up to 7 tons.....	R21.82.5.
Over 7 tons.....	R23.59.

NOTE.—(a) The hourly rate of a vehicle driver shall be calculated by dividing the weekly wage herein specified by 45.

(b) "Pay Load." means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any Motor Carrier's Certificate of Exemption issued in respect of such vehicle by a Local Road Transportation Board in terms of the Motor Carrier Transportation Act, 1930, including any trailer while attached thereto or in the absence of such stipulation in any such certificate the load specified in a certificate issued by the Council.

(c) "Vehicle" means a conveyance propelled by other than human or animal power and includes a tractor.

Pupil Engineers and/or approved Students:—

First year of pupilage.....	R17.35.
Second year of pupilage.....	R25.52.
Thereafter.....	R27.52.

SCHEDULE B.

Electrical contracting and/or installation and/or maintenance and/or servicing and/or work on electrical equipment, n.e.s.—

Rate 1. (n.e.s.).

Electrician's work.....	Rate per hour for work classified at Rate 1 in Table of Wage Rates.	R17.35.
Armature winding.....		
Cable jointing.....		
Electrical apparatus (repairing).....		
Electrical installation.....		
Electrical overhead line construction.....		
Electrical wiring, including the laying, running and/or fixing of conduit and ancillary fittings.....		
Electro-medical appliances and X-Ray equipment-installing and/or maintaining and/or servicing and/or construction.....		
Telecommunication.....		
Signalling and/or totalisator equipment installation and/or maintenance.....		

Rate 1A (n.e.s.).

Installing and/or wiring and/or servicing and/or repairing of burglar and other similar alarm systems.

Intercommunication telephone installing (excluding electronic equipment):—

First six months of experience.....	77c per hour.
Second six months of experience.....	79.5c per hour.
Third six months of experience.....	82c per hour.
Thereafter.....	Rate 1A.

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

Rate 10.

Chasing and drilling of masonry of any description, repetition operating of drilling machine and/or power hammer excluding shot hammer, cutting conduit to marks or length when marking off is done by journeyman; screwing and/or tapping of conduit by hand or machine.

First three months.....	Rate per hour for work classified at Rate 10 in Table of Wage Rates.	R17.35.
Thereafter.....		

Skaal 11.

Spoelente en/of geleiers skoonmaak en vertin.....	Skaal per uur vir werk geklassifiseer onder skaal 11 in tabel van loonskale.	R8.07 per week.
Koperknippe aan vorms maak.....		
Spoele vernis met kwas en/of deur in te doop.....		
Masjiene skoonmaak.....		
Lamellerings skoonmaak.....		
Isolering van draadente afstroop.....		
Ou windels afstroop.....		

In soldeerpot vertin.....

Wag se werke.....

NOTE.—(a) Die gewone werkure van 'n wag mag nie 12 uur per skof vir 'n week van ses dae te bove gaan nie.

(b) Ingeval minder as die getal ure in (a) voorgeskryf, gewerk word, moet die weekloon *pro rata* verminder word.

(c) Die voorwaarde in die Ooreenkoms betreffende werkure, kortyd en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk, is nie op wagte van toepassing nie.

Bestuur van voertuie:—

(i) Bestuur van stoomwa.....	R23.59
(ii) Bestuur van 'n ander voertuig wat gespesifieer is vir 'n loonvrag tot en met—	
1 ton.....	R11.03
Meer as 1 ton tot en met 3 ton....	R13.81.5
Meer as 3 ton tot en met 5 ton....	R17.64
Meer as 5 ton tot en met 7 ton....	R21.82.5
Meer as 7 ton.....	R23.59

NOTE.—(a) Die uurskaal van 'n voertuigbestuurder word bereken deur die weekloon wat hierin voorgeskryf word deur 45 te deel.

(b) „Loonvrag“ beteken die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ingevolge 'n motortransportvrystellingserifikaat wat ten opsigte van daardie voertuig deur 'n plaaslike padvervoerraad uitgereik is kragtens die Motortransportwet, 1930, met inbegrip van 'n sleepwa wat daarvan vas is, of as daar nie so 'n stipulasie in die serifikaat voorkom nie, die vrag wat gespesifieer is in 'n serifikaat wat deur die Raad uitgereik is.

(c) „Voertuig“ beteken 'n vervoermiddel wat nie deur menslike krag of dierlike krag voortbeweeg word nie, en omvat 'n trekker.

Leerling-ingenieurs en/of goedgekeurde studente:—

Eerste jaar leerlingskap.....	R17.35
Tweede jaar leerlingskap.....	R25.52
Daarna.....	R27.52

BYLAE B.

Elektrotegniese aannemings- en/of installering en/of onderhouwswerk en/of versiening van en/of werk aan elektriese uitrusting, n.e.v.—

Skaal 1 (n.e.v.)—

Elektrisiënswerk.....	Skaal per uur vir werk geklassifiseer onder skaal 1 in tabel van loonskale.	R17.35.
Ankerwikkeling.....		
Kabellassewerk.....		
Elektriese apparaat (herstel).....		
Elektriese installering.....		
Aanleg van elektriese bograndse lyne.....		
Elektriese bedrading, met inbegrip van die aanbring en/of vassiet van leipype en bybehore.....		
Installerend en/of onderhouwend en/of versiening en/of bou van elektro-mediese toestelle en X-straaluitrusting.....		
Telekommunikasie.....		
Installerend en/of onderhouwend van sein- en/of totalisatoruitrusting.....		

Skaal 1A (n.e.v.).

Installerend en/of bedrading en/of versiening en/of herstel van dief- en ander soortgelyke alarmstelsels.

Installerend van intertelefone (uitgesonderd elektroniese uitrusting):—

Eerste ses maande ondervinding.....	77c per hour.
Tweede ses maande ondervinding.....	79.5c per hour.
Derde ses maande ondervinding.....	82c per hour.
Daarna skaal 1A.	

NOTE.—Installerend van intertelefone beteken die installeering van binnetelefone en omvat nie die opsporing van foute en onderhoudswerk nie.

Skaal 10.

Groewe kap in en boor van messelwerk van enige soort, herhalingsbediening van boormasjiene en/of kraghamer, gietselhamer uitgesluit; leipype volgens merke of lengtes sny wanneer die afmerking deur 'n vakman gedoen word; leipype met die hand of masjiene skroef en/of tap.

Eerste drie maande ondervinding.....	Skaal per uur vir werk geklassifiseer onder skaal 10 in tabel van loonskale.	R17.35.
Daarna.....		

Rate 11.	General labourers.....	Rate per hour for work classified at Rate 11 in Table of Wage Rates.
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NOTES.—

- (1) (a) Every employer unless registered by the Council in one of the Divisions for which wages are set forth in Schedules A and C shall be deemed to be operating under this Division.
 (b) Employees not elsewhere specified in this Division shall be paid at the rate of not less than 86·5c per hour.
 (2) *Provision of tools and testing equipment.*—The employer shall provide for the use of his employees screwing tackle, stocks and dies above one inch, large files, hack-saw blades, large hammers of 3 lb. and over and chisels for chasing.

An employer shall replace all $\frac{1}{2}$ -inch and/or $\frac{3}{4}$ -inch dies worn out by the employee whilst in his employ; provided, however, that the employee can be required by the employer to establish the condition of the said dies upon engagement.

SCHEDULE C.

Repair and/or installation of radio, refrigeration and domestic electrical appliances and equipment.

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

Rate 1.

Electrician's work.....	Rate per hour for work classified at Rate 1 in Table of Wage Rates.
Radiotrician's work.....	
Refrigerator Mechanic's work.....	
Domestic Appliance Mechanic's work.....	

Rate 4.

The following operations, when performed in the workshops of an establishment in connection with the repair of appliances (other than rotating or reciprocating appliances utilising a motor in any form) of a load not exceeding 5 amperes, except in respect of domestic radiators where the load does not exceed 10 amperes.

- (1) Repair and/or replacement of heating elements on appliances.
 (2) Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing.
 (3) Repair and/or re-assembly of heating element container.
 (4) Repair and/or replacement of cords to appliances.

First three months of experience.....	Rate per hour for work classified at Rate 4 in Table of Wage Rates.
Second three months of experience.....	
Thereafter.....	

Rate 8.

Removal from and/or fitting into cabinets, of assembled radiogram and/or radio chassis.

NOTES.—

- (1) **RATIO**—No Rate 4 or 8 employee may be employed in terms of this schedule unless at least two journeymen are employed, and two employees employed on work scheduled as Rate 4 or 8 work may only be employed when four journeymen are employed in the establishment concerned.
 (2) *Provision of tools and testing equipment.*
 Employees shall not be required to provide testing equipment.

TABLE OF WAGE RATES.

Wage Rates applicable throughout this Agreement (n.e.s.).

Rate Classification.	Rate per Hour. Cents.
Rate 1.....	86.50
Rate 1A.....	86.50
Rate 3.....	78.50
Rate 4:	
First three months of experience.....	59
Second three months of experience.....	72
Thereafter.....	76

Skaal 11.

Algemene arbeiders.....	Skaal per uur vir werk geklassifiseer onder skaal 11 in tabel van loonskale.
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OPMERKING.—(1) (a) Elke werkewer wat nie deur die Raad in een van die Afdelings ten opsigte waarvan lone in Bylae A en C uiteengesit word, geregistreer is nie, word geag kragtens hierdie Afdeling te werk.

(b) Werknemers wat nie elders in hierdie Afdeling genoem word nie, moet volgens die skaal van minstens 86·5c per uur besoldig word.

(2) *Verskaffing van gereedskap en toetsuitrusting.*—Die werkewer moet skroef- en draadsny-gereedskap bokant een duim, groot vyle, yster-saaglemme, groot hamers van 3 lb. of swaarder en beitel vir groewe kap, vir gebruik deur sy werkennemers verskaf.

'n Werkewer moet alle $\frac{1}{2}$ -duim- en/of $\frac{3}{4}$ -duimtappe wat deur 'n werkemmer gedurende sy dienstydperk by hom uitgeslyt word, vervang; met dien verstande egter dat die werkewer van sy werkemmer kan vereis om die toestand van genoemde tappe vas te stel wanneer hy in diens geneem word.

BYLAE C.

Herstel en/of installering van radio-, verkoelings- en huishoudelike elektriese toestelle en uitrusting.

Tensy hy by die Raad in hierdie Afdeling geregistreer is, mag geen werkewer die Afdeling gebruik of die lone en/of verdienste wat in hierdie Afdeling genoem word, betaal nie, nl.—

Skaal 1.

Elektrisiënswerk.....	Skaal per uur vir werk geklassifiseer onder skaal 1 in tabel van loonskale.
Radiotriënswerk.....	
Verkoelingswerktuigkundige se werk.....	
Werktuigkundige se werk vir huishoudelike toestelle.....	

Skaal 4.

Die volgende soorte werk, wanneer dit verrig word in die werk-winkels van 'n bedryfsinrigting in verband met die herstel van toestelle (uitgesonderd draaiende of slagtoestelle wat deur enige soort motor aangedryf word) met 'n belasting van hoogstens 5 ampères, uitgesonderd ten opsigte van huishoudelike verwarmers waar die belasting hoogstens 10 ampères is:—

- (1) Herstel en/of vervanging van verwarmingselemente van toestelle.
 (2) Herstel en/of vervanging van keramiese of ander isoleraafstand-stukke en/of vormblokke wat gebruik word vir verwarmings-elemente, met inbegrip van die aanbring daarvan.
 (3) Herstel en/of weer inmekaarsit van verwarmingselement-houers.
 (4) Herstel en/of vervanging van koorde van toestelle.

Eerste drie maande ondervinding.....	Skaal per uur vir werk geklassifiseer onder skaal 4 in tabel van loonskale.
Tweede drie maande ondervinding....	
Daarna.....	

Skaal 8.

Gemonteerde radiogrammeenhede en/of radiomonteerplate uithaal uit en/of in kabinette insit.

OPMERKINGS.—(1) *Verhouding.*—Geen skaal 4- of 8-werknemer mag ingevolge hierdie bylae vir werk gebruik word tensy minstens twee vakmanne in diens is nie, en twee werkennemers wat gebruik word vir werk teen skale 4 of 8 kan slegs in diens wees as vier vakmanne in die betrokke bedryfs-inrigting in diens is.

(2) *Verskaffing van gereedskap en toetsuitrusting.*—Daar mag nie van werkennemers vereis word om toetsuitrusting te verskaf nie.

TABEL VAN LOONSKALE.

Loonskale wat deurgaans in hierdie Ooreenkoms van toepassing is (n.e.v.).

Skaalklassifisering.	Skaal per uur. Sent.
Skaal 1.....	86·50
Skaal 1A.....	86·50
Skaal 3.....	78·50
Skaal 4.	
Eerste drie maande ondervinding.....	59
Tweede drie maande ondervinding.....	72
Daarna.....	76

Rate 7.....	68.50
Rate 7 (b).....	39
Rate 8.....	26.50
Rate 9:	
First six months of experience.....	20.50
Thereafter.....	21.50
Rate 10:	
First three months of experience.....	17
Thereafter.....	18.50
Rate 11.....	17

Signed at Durban as authorised for and on behalf of the parties on
this 4th day of August, 1965.

R. C. THROSSELL,
Chairman of the Council.

D. F. ANTHONY.
Vice-Chairman of the Council.

J. R. MARWICK,
Secretary of the Council.

Skaal 7.....	68.50
Skaal 7 (b).....	39
Skaal 8.....	26.50
Skaal 9:	
Eerste ses maande ondervinding.....	20.50
Daarna.....	21.50
Skaal 10:	
Eerste drie maande ondervinding.....	17
Daarna.....	18.50
Skaal 11.....	17

Op hede die vierde dag van Augustus 1965, te Durban onderteken,
soos gemagtig vir en namens die partye.

R. C. THROSSELL,
Voorsitter van die Raad.

D. F. ANTHONY,
Ondervoorsitter van die Raad.

J. R. MARWICK,
Sekretaris van die Raad.

No. R. 2034.] [24 December 1965.
WAR MEASURES ACT, 1940.

No. R. 2034.] [24 Desember 1965.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES GEПUBLISEER BY OORLOGS-
MAATREËL NO. 43 VAN 1942, SOOS GEWYSIG.

ELEKTROTEGNIESE NYWERHEID, NATAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
skort hierby kragtens regulasie (4) (1) 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 Nywer-
heid wat by Goewermentskennisgiving No. R. 2033 van
24 Desember 1965 gepubliseer is.

A. E. TROLLIP,
Minister van Arbeid.

No. R. 2035.] [24 December 1965.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

ELEKTROTEGNIESE NYWERHEID, NATAL.

Ek, ALFRED ERNEST TROLLIP, Minister van Arbeid,
verklaar hierby kragtens artikel *twee-en-twintig* (1) van
die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos
gewysig, dat die bepalings van die Ooreenkoms en
kennisgiving in verband met die Elektrotegniese Nywer-
heid gepubliseer by Goewermentskennisgiving No. R. 2033
van 24 Desember 1965, oor die algemeen vir
persone wie se werkure en besoldiging ten opsigte van
oortyd, openbare feesdae en werk op Sondae en openbare
feesdae daarby gereel word, nie minder gunstig is nie
as die desbetreffende bepalings van genoemde Wet.

A. E. TROLLIP,
Minister van Arbeid.

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Onderwys	Nywerheid	Volksrekening
Bestaansbeveiliging	Binnelandse Handel	Bruto Kapitaalvorming
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EUROPE—				
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(b) All other countries, including the Union of Soviet Socialist Republics and islands in the Mediterranean Sea except Cyprus and Malta	15	7½	5	6
(c) Azores, Canary Islands, Cape Verde Islands, Iceland, Madeira	15	7½	5	6
NEAR EAST—				
Bahrain Islands, Dubai, Iran, Iraq, Israel, Jordan (Hashemite Kingdom of), Kuwait, Lebanon, Muscat, Saudi Arabia, Sharjah, Syria, Turkey	12½	7	5	5
AMERICA—				
Canada, United States of America, Central and South America	22½	12	10	10
AUSTRALASIA—				
Australia, New Zealand	25	12½	10	10
PACIFIC—				
Islands in the Northern and Southern Pacific Ocean not mentioned elsewhere	25	12½	10	10
EASTERN COUNTRIES—				
(a) Afghanistan, Burma, Ceylon, India, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Brunei, China, Cocos Islands, Formosa, Hong Kong, Indonesia, Korea, Macao, Malaysia, Manchuria, Philippines, Sabah, Sarawak, Timor	22½	12	10	10
(c) Japan	25	12½	10	10

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AFRIKA.—(Behalwe lande van die Posunie van Afrika)	c	c	c	c
Mauritius, Reunion, Seychelle en Zanzibar	10	5	5	4
EUROPA—				
(a) Verenigde Koninkryk, Noord-erland, Republiek Ierland, Ciprus en Malta	12½	7	5	5
(b) Alle ander lande, met inbegrip van die Unie van die Sosialistiese Sowjetrepublieke en eiland in die Middellandse See; behalwe Ciprus en Malta	15	7½	5	6
(c) Asore, Kanariese Eilande, Kaap-Verdiëse Eilande, Ysland, Madeira	15	7½	5	6
NABYE OOSTE—				
Bahreinelande, Debai, Iran, Irak, Israel, Jordanië (Hasjimietiese Koninkryk), Koeweit, Libanon, Maskat, Saoedi-Arabië, Sjarja, Sirië, Turkye	12½	7	5	5
AMERIKA—				
Kanada, Verenigde State van Amerika, Sentraal- en Suid-Amerika	22½	12	10	10
AUSTRALASIË—				
Australië, Nieu-Seeland	25	12½	10	10
STILLE OSEAAN—				
Eiland in die Noordelike en Suidelike Stille Oseaan nie elders noem nie	25	12½	10	10
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(a) Afghanistan, Birma, Ceylon, Indië, Pakistan, Thailand, Tibet	17½	9	5	7½
(b) Broenei, Sjina, Kokoslande, Formosa, Hongkong, Indonesië, Korea, Macao, Maleisië, Mansjoerye, Filippyne, Sabah, Serawak, Timor	22½	12	10	10
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