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GENERAL NOTICES

DEPARTMENT OF LABOUR

No. R. 2169 3 December 1971

INDUSTRIAL CONCILIATION ACT, 1956

**ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE.—PENSION FUND AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 10, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Bellville and Simons-town, and in those portions of the Magisterial Districts of Stellenbosch and Malmesbury which, prior to the publication of Government Notices 283 of 2 March 1962 and 171 of 8 February 1957, respectively, fell within the Magisterial District of Bellville.

M. VILJOEN, Minister of Labour.

ALGEMENE KENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2169 3 Desember 1971

WET OP NYWERHEIDSVERSOENING, 1956

**ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGS-
NYWERHEID, KAAP. — PENSIOENFONDS-
OOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 10, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of indiens is in genoemde Nywerheid in die landdrosdistrikte die Kaap, Wynberg, Bellville en Simonstad, en in daardie gedeeltes van die landdrosdistrikte Stellenbosch en Malmesbury wat voor die publikasie van onderskeidelik Goewermentskennisgewings 283 van 2 Maart 1962 en 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het.

M. VILJOEN, Minister van Arbeid.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE)
PENSION FUND AGREEMENT

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

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

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

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed in the Magisterial Districts of The Cape, Wynberg, Bellville, Simonstown, and in that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville, by all employers and employees in the Electrical Contracting Section of the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisation and trade unions, respectively.

(2) Notwithstanding the provisions of subclause (1) the terms of this Agreement shall, subject to the provisions of paragraph (b)—

(a) only apply to employees for whom a minimum rate of not less than R1,30 per hour is prescribed in the Industrial Agreement published under Government Notice R. 1135 of 2 July 1971, as may be amended from time to time (hereinafter referred to as the "Industrial Agreement");

(b) apply to apprentices in their fifth year of apprenticeship only in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or deemed to be registered or any condition fixed or deemed to be fixed thereunder;

(c) not apply to any employee who at the date of coming into operation of this Agreement is, or thereafter becomes, a participant in and member of any other fund providing provident and/or pension benefits, which fund was in existence on the said date and in which the employer of that employee was on the said date a participant, or to the employer of that employee during such period only as such other fund continues to operate and both employer and employee participate therein, if in the opinion of the Council the benefits of such other fund are, on the whole, not less favourable than the benefits provided by this Fund; provided that a fund which provides solely for payment of benefits on death shall not be deemed to be a pension or provident fund for purposes of this Agreement.

(3) In the event of the expiry of the Industrial Agreement by the effluxion of time or cessation for any other cause during the currency of this Agreement the classes of work and minimum rates of pay prescribed in the said Industrial Agreement shall be deemed to be the classes of work and minimum rates of pay for purposes of this Agreement.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period of five years from that date or for such period as the Minister may determine.

3. DEFINITIONS

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

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)
PENSIOENFONDSOOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association
en die

Amalgamated Engineering Union of South Africa

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

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

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word in die landdrosdistrikte die Kaap, Wynberg, Bellville, Simonstad, en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermetskennisgewing 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermetskennisgewing 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, deur alle werkgewers en werknemers in die Elektrotegniese Aannemingsafdeling van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) wat onderskeidelik lede van die werkgewersorganisasie en die vakverenigings is.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms, behoudens paragraaf (b)—

(a) slegs van toepassing op werknemers vir wie 'n minimum loon van minstens R1,30 per uur voorgeskryf word in die Nywerheidsooreenkoms gepubliseer by Goewermetskennisgewing R. 1135 van 2 Julie 1971, soos van tyd tot tyd gewysig (hierna die "Nywerheidsooreenkoms" genoem);

(b) van toepassing op vakleerlinge in hul vyfde leerjaar slegs vir sover dit nie onbestaanbaar is nie met die Wet op Vakleerlinge, 1944, of 'n kontrak wat ingevolge daarvan geregistreer is of geag word geregistreer te wees of 'n voorwaarde wat ingevolge daarvan gestel is of geag word gestel te wees;

(c) nie van toepassing nie op enige werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms of daarna 'n deelhebber was aan, of lid geword het van, enige ander fonds wat voorsorg- en/of pensioenbystand verskaf, welke fonds op genoemde datum bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelhebber was, of op die werkgewer van daardie werknemers slegs vir solank sodanige ander fonds aanhou bestaan en sowel die werkgewer as die werknemer deelhebbers daaraan is, mits die voordele van sodanige ander fonds na die Raad se mening deurgaans minstens ewe gunstig is as die bystand wat hierdie Fonds verskaf: Met dien verstande dat 'n fonds wat alleenlik vir betaling van bystand by afsterwe voorsiening maak, nie vir die toepassing van hierdie Ooreenkoms geag word 'n pensioen- of voorsorgfonds te wees nie.

(3) As die Nywerheidsooreenkoms met verloop van tyd of om 'n ander rede verstryk gedurende die tydperk waarin hierdie Ooreenkoms geldig is, moet die klasse werk en die minimum lone wat in genoemde Nywerheidsooreenkoms voorgeskryf word, geag word die klasse werk en minimum lone vir die toepassing van hierdie Ooreenkoms te wees.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir 'n tydperk van vyf jaar vanaf daardie datum of vir 'n tydperk wat hy bepaal.

3. WOORDOMSKRYWINGS

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

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

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

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

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

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings, or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

(i) electrical cables and overhead lines;

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

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

(i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;

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

(iii) the manufacture, repair and servicing of motor vehicle batteries;

(iv) the manufacture, repair and servicing of typewriter and office appliances;

(v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

"Electrical Contracting Section" means that section of the Electrical Contracting and Servicing Industry in which employers and employees are engaged or employed in the wiring, installation and maintenance of lighting, heating or other permanent electrical fixtures in or on buildings;

"employee" means an electrician or journeyman as defined in the Industrial Agreement and an apprentice in his fifth year of apprenticeship;

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

"Fund" means the Fund referred to in clause 4;

"fund year" means a year ending on 31 August;

"member" means an employee for whom membership of the Fund is compulsory in term of clause 5;

"Management Committee" means the Management Committee appointed in terms of clause 8;

"rules" means the rules referred to in clause 8;

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

"Raad" die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap);

"Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

(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 bedrading, kabellawerk en die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk en die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk uitgevoer 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 elektriese uitrusting wat gepaard gaan met die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellawerk en die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk of elders;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellawerk en die lê van kables, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerke, of elders;

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

(i) elektriese kables en bogronde lyne;

(ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, vries- en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oond-uitrusting, radiotoestelle en verwante elektriese apparaat, sein-uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat in die bediening van radio- of elektroniese uitrusting toegepas word;

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

(i) Die vervaardiging en/of inmeekaarsit van voornoemde uitrusting of samestellende dele daarvan;

(ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehore, hetsy permanent geïnstalleer of nie;

(iii) die vervaardiging, herstel en bediening van motorvoertuigbatterye;

(iv) die vervaardiging, herstel en bediening van tikmasjiene en kantoortoestelle;

(v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

"Elektrotegniese Aannemingsafdeling", daardie afdeling van die Nywerheid waarin werkgewers en werknemers betrokke is by of in diens is vir die bedrading, installering en onderhoud in of op geboue, van verligtings-, verwarmings- of ander vaste elektriese toebehore;

"werknemer" 'n elektricien of vakman soos in die Nywerheids-ooreenkoms omskryf en 'n vakleerling in sy vyfde leerjaar; "bedryfsinrigting" 'n plek waar die Nywerheid of 'n gedeelte daarvan, soos hierin omskryf, uitgeoefen word;

"Fonds" die Fonds in klousule 4 bedoel;

"fondsjaar" 'n jaar wat op 31 Augustus eindig;

"lid" 'n werknemer vir wie lidmaatskap van die Fonds ooreenkomstig klousule 5 verpligtend is;

"Bestuurskomitee" die Bestuurskomitee wat ooreenkomstig klousule 8 aangestel word;

"reëls" die reëls in klousule 8 bedoel;

"shift" means any period of eight hours ordinarily worked by an employee during any period of 24 hours in any week from Monday to Friday (inclusive) for an employer in the industry.

4. PENSION FUND

(1) The fund established by the Council and known as the Electrical Contracting Industry (Cape) Pension Fund (hereinafter referred to as the "Pension Fund" or the "Fund") shall consist of—

(a) moneys accruing from contributions as prescribed in this Agreement; and

(b) any other sum to which the Fund may be/or may become entitled.

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

5. MEMBERSHIP

Electricians and journeymen under the age of 65 years and apprentices during their fifth year of apprenticeship who are employed in the Electrical Contracting Section of the Electrical Contracting and Servicing Industry (Cape) shall be members of the Fund.

6. CONTRIBUTIONS

(1) Each employer shall each week deduct from the wages of his employees who are members of the Pension Fund the sum of 90 cents. To the amount thus deducted the employer shall add an equal amount and forward to the Secretary of the Council, 807 Monte Carlo, Heerengracht, Cape Town, not later than the 15th day of each month, the total sum together with such form as may be prescribed by the Management Committee from time to time.

(2) For the purposes of this clause a week shall constitute not less than three shifts actually worked for one employer in the industry during any one week from Monday to Friday (inclusive).

(3) Contributions to the Pension Fund for any member need not be remitted for a maximum of three weeks during the members annual leave period as provided for in clause 10 (3) and (10) of the Industrial Agreement.

(4) All contributions received by the Council in terms of this Clause shall be paid to the Federated Employers Insurance Company Limited.

7. BENEFITS

(1) Benefits payable to a member of the Pension Fund shall be as prescribed in the rules.

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

8. ADMINISTRATION

(1) The Pension Fund shall be administered by the Management Committee appointed in terms of subclause (3), in accordance with rules approved by the Council. Such rules shall not be inconsistent with this Agreement of the provisions of the Act and a copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Fund shall continue to be administered by the Management Committee. In the event of the Management Committee being unable or unwilling to perform its duties the Registrar may appoint trustees to perform the Committee's functions. The Management Committee or trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services rendered by the trustees shall form a charge upon the general funds of the Council.

(3) The Council shall appoint the Management Committee from amongst the representatives of the employers and the employees on the Council or their alternates.

(4) The Management Committee appointed in terms of the preceding subclause, shall consist of an equal number of representatives of employers and employees and shall function as the Council may determine.

(5) An alternate may be appointed by the Council for each member of the Management Committee under the same terms and conditions as such member.

"skof" 'n tydperk van agt uur wat 'n werknemer gewoonlik gedurende 'n enkele tydperk van 24 uur in 'n enkele week van Maandag tot en met Vrydag vir 'n werkgever in die Nywerheid werk.

4. PENSIOENFONDS

(1) Die fonds deur die Raad gestig en bekend as die Pensioen-fonds vir die Elektrotegniese Aannemingsnywerheid (Kaap) (hier-na die "Pensioenfonds" of die "Fonds" genoem), bestaan uit—

(a) geldelike bydraes soos in hierdie Ooreenkoms voorge-skrif; en

(b) enige ander bedrae waarop die Fonds geregtig is of word.

(2) Die doelstellings van die Fonds is om sterfte- en aftredings-bystand aan lede te verskaf.

5. LIDMAATSKAP

Elektrisiëns en vakmanne onder die ouderdom van 65 jaar en vakleerlinge gedurende hul vyfde leerjaar, wat in die Elektrotegniese Aannemingsafdeling van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) werkzaam is, is lede van die Fonds.

6. BYDRAES

(1) Elke werkgever moet elke week van die loon van sy werknemers wat lede van die Pensioenfonds is, 90 sent aftrek. By die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag voor of op die 15de dag van elke maand aan die Sekretaris van die Raad, Monte Carlo 807, Heerengracht, Kaapstad, stuur, tesame met sodanige vorms as wat die Bestuurskomitee van tyd tot tyd voorskryf.

(2) Vir die toepassing van hierdie klousule bestaan 'n week uit minstens drie skofte wat werklik gewerk is vir een werkgever in die Nywerheid gedurende 'n enkele week van Maandag tot en met Vrydag.

(3) Pensioenfondsbysdraes namens 'n lid hoef nie ingestuur te word nie vir 'n maksimum van drie weke gedurende die lid se jaarlikse verloftydperk wat bepaal word in klousule 10 (3) en (10) van die Nywerheids-ooreenkoms.

(4) Alle bydraes wat die Raad kragtens hierdie klousule ontvang, moet aan die Federated Employers Insurance Company Limited oorbetal word.

7. BYSTAND

(1) Die bystand betaalbaar aan 'n lid van die Pensioenfonds is dié voorgeskryf in die reëls.

(2) Geen bystand wat kragtens die Pensioenfonds oploop, mag gesedeer of verpand word nie: Met dien verstande dat 'n lid nogtans 'n bevooroordeelde kan aanwys om die opbrengs van sy polis te ontvang ingeval hy te sterwe kom voordat hy aftree.

8. ADMINISTRASIE

(1) Die Pensioenfonds moet deur die Bestuurskomitee wat ooreenkomstig subklousule (3) aangestel is, geadminestreer word in ooreenstemming met reëls wat die Raad goedkeur. Sodanige reëls mag nie onbestaanbaar wees nie met hierdie Ooreenkoms of die Wet en 'n afskrif van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) As die Raad ontbind of ophou funksioneer terwyl die Ooreenkoms nog van krag is, moet die Bestuurskomitee voortgaan om die Fonds te administreer. As die Bestuurskomitee nie in staat is nie of onwillig is om sy pligte na te kom, kan die Registrateur trustees aanstel om die Komitee se funksies uit te voer. Die Bestuurskomitee of trustees aldus aangestel, beskik oor alle bevoegdhede wat vir die toepassing van hierdie Ooreenkoms aan die Raad verleen is. Betaling (as daar is) vir die dienste wat die trustees lewer, kom die algemene fondse van die Raad ten laste.

(3) Die Raad moet die Bestuurskomitee uit die geledere van die werkgewers en die werknemers in die Raad of hul plaasvervangers aanstel.

(4) Die Bestuurskomitee wat ingevolge die voorafgaande subklousule aangestel word, moet uit 'n gelyke getal werkgewers en werknemersvertegenwoordigers bestaan en moet funksioneer op 'n wyse wat die Raad vasstel.

(5) Die Raad kan vir elke lid van die Bestuurskomitee 'n plaasvervanger op dieselfde voorwaardes as vir sodanige lid aanstel.

(6) The provisions of the Council's constitution relating to the election of chairman and vice-chairman, their period of office and the calling and the conduct of meetings of the Council shall *mutatis mutandis* apply in the case of the Management Committee.

9. POWERS AND DUTIES OF MANAGEMENT COMMITTEE

(1) Subject to the general direction of the Council and to the terms of this Agreement the Management Committee shall have full control of the affairs of the Fund and its administration.

(2) The Management Committee shall have power to—

(a) engage staff to assist in the administration of the Fund, fix their remuneration and define their duties;

(b) empower its Chairman and/or Vice-Chairman and its Secretary or other official to sign conjointly on behalf of the Fund any agreements and contracts which it has approved;

(c) take steps to enforce payment of contributions of any sum due to the Fund.

(3) The Management Committee shall cause minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the Council.

10. AGENTS

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

11. EXEMPTIONS

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

(2) Application for exemption shall be made to the Secretary of the Council, 807 Monte Carlo, Heerengracht, Cape Town.

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

12. EXHIBITION OF AGREEMENT

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

Signed at Cape Town on behalf of the Parties this 7th day of July 1971.

C. SHIELD, Chairman.

R. D. SMITH, Vice-Chairman.

W. R. PENGELLY, Secretary.

(6) Die bepalings van die Raad se konstitusie betreffende die verkiesing van 'n voorsitter en ondervoorsitter, hul dienstermyne en die byeenroep en beheer van vergaderings van die Raad is, in die geval van die Bestuurskomitee *mutatis mutandis* van toepassing.

9. BEVOEGDHEDE EN PLIGTE VAN BESTUURSKOMITEE

(1) Behoudens algemene beheer deur die Raad en behoudens hierdie Ooreenkoms, het die Bestuurskomitee volle beheer oor die sake van die Fonds en die administrasie daarvan.

(2) Die Bestuurskomitee het die bevoegdheid om—

(a) personeel in diens te neem om te help met die administrasie van die Fonds, hul besoldiging vas te stel en hul pligte te omskryf;

(b) sy Voorsitter en/of Ondervoorsitter en die Sekretaris of 'n ander beaampte daarvan te magtig om namens die Fonds enige ooreenkoms en kontrakte wat hy goedgekeur het, gesamentlik te onderteken;

(c) stappe te doen om persone te dwing tot betaling van enige bedrag aan bydraes wat aan die Fonds verskuldig is.

(3) Die Bestuurskomitee moet toesien dat notule gehou word van verrigtinge by alle vergaderings en afskrifte van sodanige notule moet aan die Raad gestuur word.

10. AGENTE

'n Agent van die Raad kan enige bedryfsinrigting binnegaan en die werkgewer of enige werknemer ondervra, registers inspekteer en navrae doen ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

11. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan vrystelling van enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Raad, Monte Carlo 807, Heerengracht, Kaapstad.

(3) Die Raad of die Bestuurskomitee moet die voorwaardes vasstel waarop die vrystelling verleen word en kan, as hy dit goeddink, nadat hy een week skriftelike kennis aan die betrokke persoon gegee het, enige vrystelling intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

12. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in leesbare letters en in albei amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 7de dag van Julie 1971 in Kaapstad onderteken.

C. SHIELD, Voorsitter.

R. D. SMITH, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

No. R. 2170

3 December 1971

INDUSTRIAL CONCILIATION ACT, 1956 ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE GROUP LIFE AND PROVIDENT FUND AGREEMENT (A SCHEME)

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

No. R. 2170

3 Desember 1971

WET OP NYWERHEIDSVERSOENING, 1956 ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID, KAAP GROEPSLEWE- EN VOORSORGFONDS- OOREENKOMS (A-SKEMA)

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) (a) and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Bellville and Simonstown, and in those portions of the Magisterial Districts of Stellenbosch and Malmesbury which, prior to the publication of Government Notices 283 of 2 March 1962 and 171 of 8 February 1957, respectively, fell within the Magisterial District of Bellville.

M. VILJOEN, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE) GROUP LIFE AND PROVIDENT FUND AGREEMENT (A SCHEME)

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, Appliance and Television Association of South Africa
(hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa
and the

South African Electrical Workers' Association
(hereinafter referred to as "the employees" or "the trade unions"), of the other part,

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

1. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period of five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION

(1) The terms of this Agreement shall—

(a) be observed in the Magisterial Districts of The Cape, Wynberg, Bellville, Simonstown, and in that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Stellenbosch which prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville, by all employers and employees in the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisations and trade unions, respectively;

(b) not apply to employers and employees engaged or employed in the Electrical Contracting Section of the Industry.

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) (a) en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Die Kaap, Wynberg, Bellville en Simonstad, en in daardie gedeeltes van die landdrosdistrikte Stellenbosch en Malmesbury wat voor die publikasie van onderskeidelik Goewermentskennisgewings 283 van 2 Maart 1962 en 171, van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)

GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS (A-SKEMA)

ingevolge die Wet op Nywerheidsversoenings, 1956, aangegaan deur die

Electrical Engineering and Allied Industries Association

Radio, Appliance and Television Association of South Africa
(hierna "die werkgewers" of "die werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa

South African Electrical Workers' Association

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

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

1. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister kragtens artikel 48 van die Wet op Nywerheidsversoenings, 1956, soos gewysig, vasstel en bly van krag vir vyf jaar vanaf daardie datum of vir 'n tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms—

(a) moet nagekom word in die landdrosdistrikte Die Kaap, Wynberg, Bellville, Simonstad, en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermentskennisgewing 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermentskennisgewing 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, deur alle werkgewers en werknemers in die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is;

(b) is nie van toepassing nie op werkgewers en werknemers wat by die Elektrotegniese Aannemingsafdeling van die Nywerheid betrokke of in diens is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op enige werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms of daarná 'n deelhebber was aan of lid geword het van enige fonds wat voorsorg- en/of pensioenbystand verskaf, wat op genoemde datum bestaan het (en waaraan die werkgewer van daardie werknemer op genoemde datum 'n deelhebber was) of op die werkgewer van daardie werknemer slegs vir solank die Fonds aanhou bestaan en sowel die werkgewer as die werknemer deelhebbers daaraan is: Met dien verstande dat 'n fonds wat alleenlik vir betaling van bystand by afsterwe voorsiening maak, nie vir die toepassing van hierdie Ooreenkoms geag word 'n pensioen- of voorsorgfonds te wees nie.

(3) Ondanks subklousule (2) is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van enige werknemer wat nie gedek word of nie meer gedek word nie deur enige fonds wat in daardie subklousule vermeld word.

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;

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

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

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

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

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

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

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

“Electrical Contracting Section” means that section of the Industry in which employers and employees are engaged or employed in the wiring, installation and maintenance of lighting, heating or other permanent electrical fixtures in or on buildings;

3. WOORDOMSKRYWINGS

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

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

“vakleerling” ’n werknemer in diens kragtens ’n leerlingkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is, en sluit ’n minderjarige in wat ingevolge genoemde Wet op proef in diens is, of wat ingevolge ’n skriftelike leerlingkontrak dien wat deur die Raad erken word;

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

“Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)” of “Nywerheid”, sonder om die gewone betekenis van die uitdrukking enigins te beperk, die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigen van of al die volgende:

(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 bedrading, kabellawerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor ’n gebou gebruik word, met inbegrip van bedrading, kabellawerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk uitgevoer 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 elektriese uitrusting wat gepaard gaan met die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellawerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellawerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerke, of elders;

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

- (i) elektriese kables en boggrondse lyne;

(ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, vries- en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oond-uitrusting, radiotoestelle en verwante elektriese apparaat, sein-uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat in die bediening van radio- of elektroniese uitrusting toegepas word;

en voorts, vir die toepassing van hierdie omskrywing, omvat “ontwerp, bereiding, oprigting, installering, herstel en onderhoud” nie die volgende nie:

- (i) Die vervaardiging en/of inmeekaarsit van voornoemde uitrusting of samestellende dele daarvan;
- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehoere, hetsy permanent geïnstalleer of nie;
- (iii) die vervaardiging, herstel en bediening van motorvoertuig-batterye;
- (iv) die vervaardiging, herstel en bediening van tikmasjiene en kantoortoestelle;
- (v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

“Elektrotegniese Aannemingsafdeling” daardie afdeling van die Nywerheid waarin werkgewers en werknemers betrokke is by of in diens is vir die bedrading, installering en onderhoud in of op geboue, van verligtings-, verwarmings- of ander vaste elektriese toebehoere;

"electrician" means an employee who performs any of the following operations and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Council, or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such operations:

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

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

"employee" means any person employed on any of the classes of work scheduled at a rate of not less than 47 cents per hour in the Agreement published under Government Notice R. 289 of 3 March 1971 or employed in operative processes and receiving a rate of pay equivalent to not less than 89 cents per hour or paid at a rate of not less than R173,55 per month excluding payment for overtime, and further includes an apprentice irrespective of his wage rate;

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

"Fund" means the Metal Industries Group Life and Provident Fund established on 28 August 1957.

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

"Management Committee" means the Management Committee appointed by the Council in terms of its constitution.

4. MEMBERSHIP

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

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

5. CONTRIBUTIONS

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

(2) For each employee the employer shall contribute an amount of R1,20 for each week in which the employee works more than two shifts during such week; provided that working days on which an employee is on paid holiday or undergoing military training in pursuance of the Defence Act, 1957, or is absent from work on account of sickness or an injury on duty or on a paid public holiday or with the permission of the employer shall count as shifts worked for purposes of this clause.

(3) Contributions calculated in accordance with the provisions of subclause (2) may be made at the discretion of the employer for unscheduled employees, provided such employees are receiving an hourly wage of not less than 47 cents per hour.

(4) The amount payable in each month in terms of this clause shall be forwarded to the Secretary of the Council, 807 Monte Carlo, Heerengracht, Foreshore, Cape Town, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

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

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

6. ADMINISTRATION

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

"elektrisiën" 'n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ingevolge 'n leerlingkontrak wat deur die Raad erken word, of 'n persoon bo die ouderdom van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is en hom in staat stel om vir die volgende werksaamhede in diens geneem te word:

Ankerwikkeling;
kabelaswerk;
elektriese toestelle bou en/of inmeekaarsit en/of herstel;
elektriese installering;
elektriese instrumentvervaardiging en -herstelwerk;
aanleg van elektriese bognondse lyne;
elektriese bedrading;
elektromediese toestelle en X-straaluitrusting—installering en/of instandhouding en/of bediening en/of vervaardiging; en
installering en/of onderhoud van telekommunikasie- en/of sein- en/of totalisatoruitrusting;

"elektriese installering" die installering en/of oprigting van enigeen van die artikels wat in die woordskrywing van "elektrisiën" in hierdie klousule opgenoem word;

"werknemer" iemand in diens vir enigeen van die klasse werk waarvoor 'n loon van minstens 47 sent per uur voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 289 van 3 Maart 1971, of in diens vir operateurs-werksaamhede waarvoor hy 'n loon van minstens 89 sent per uur of minstens R173,55 per maand (uitgesonderd oortydbesoldiging) ontvang, en dit omvat voorts 'n vakleerling, afgesien van sy loon;

"bedryfsinrigting" 'n plek waar die Nywerheid of enige deel daarvan (soos hierin omskryf) uitgeoefen word;

"Fonds" die Groepslewe- en Voorsorgfonds vir die Metaal-nywerhede wat op 28 Augustus 1957 gestig is;

"onderhoud en/of herstel en/of bediening" werk wat gedoen word om elektriese installasies en/of uitrusting te onderhou;

"Bestuurskomitee" die Bestuurskomitee wat die Raad ingevolge sy konstitusie aanstel.

4. LIDMAATSKAP

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

Vir die toepassing van hierdie klousule en klousule 5 van hierdie Ooreenkoms beteken "ingelyste werknemer" 'n werknemer soos in klousule 3 van hierdie Ooreenkoms omskryf, en "nie-ingelyste werknemer", behoudens die voorbehoudsbepaling van klousule 5 (3), enige ander werknemer in diens by die werk-gewer.

5. BYDRAES

(1) Werkgewers moet bydraes betaal met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms soos hierna voorgeskryf.

(2) Die werkgever moet vir elke werknemer R1,20 bydra vir elke week waarin die werknemer meer as twee skofte in sodanige week werk: Met dien verstande dat werkdae waarop 'n werknemer met verlof met besoldiging is of militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan, of weens siekte of besering of op 'n openbare vakansiedag met besoldiging of met die toestemming van die werkgever van die werk afwesig is, vir die toepassing van hierdie klousule tel as skofte gewerk.

(3) Bydraes bereken in ooreenstemming met subklousule (2) kan na goedvinde van die werkgever vir nie-ingelyste werknemers betaal word: Met dien verstande dat sodanige werknemers 'n uurloon van minstens 47 sent per uur ontvang.

(4) Die bedrag iedere maand ingevolge hierdie klousule betaalbaar, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, aan die Sekretaris van die Raad, Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad, gestuur word, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd voorskryf.

Vir die toepassing van hierdie klousule beteken "skof" die werktydperk wat 'n werknemer gewoonlik in 'n tydperk van 24 uur werk.

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

6. ADMINISTRASIE

(1) Die Fonds moet in ooreenstemming met die reëls van die Fonds geadministreer word. Sodanige reëls mag nie onbestaanbaar wees nie met hierdie Ooreenkoms of die Wet en 'n eksemplaar van die reëls en wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

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

7. AGENTS

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

8. EXEMPTIONS

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

(2) Application for exemption shall be made to the Secretary of the Council, 807 Monte Carlo, Heerengracht, Foreshore, Cape Town.

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

9. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises a copy of this Agreement in legible characters in both official languages of the Republic.

Signed at Cape Town on behalf of the parties on this 7th day of July 1971.

C. SHIELD, Chairman.

R. D. SMITH, Vice-Chairman.

W. R. PENGELLY, Secretary.

No. R. 2171

3 December 1971

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE

GROUP LIFE AND PROVIDENT FUND AGREEMENT (B SCHEME)

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) (a) and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or

(2) As die Raad ontbind of ophou funksioneer terwyl die Ooreenkoms nog geldig is, moet die Bestuursraad wat ingevolge die konstitusie van die Fonds aangestel is, die funksies van die Raad oorneem sover dit die Ooreenkoms betref, en as die Bestuursraad om een of ander rede onwillig is of nie in staat is nie om sodanige pligte na te kom, kan die Nywerheids-registrateur trustees aanstel om die Raad se funksies uit te voer. Die Bestuursraad of die trustees aldus aangestel, beskik, vir die toepassing van hierdie Ooreenkoms, oor al die bevoegdhede van die Raad. Betaling (as daar is) vir die dienste van die trustees kom die Fonds ten laste.

7. AGENTE

'n Agent van die Raad is geregtig om enige bedryfsinrigting binne te gaan en kan die werkgewer of enige werknemers ondervra, die registers inspekteer en navrae doen ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Raad, Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad.

(3) Die Raad of Bestuurskomitee, na gelang van die geval, moet die voorwaardes vasstel waarop die vrystelling verleen word en kan, as hy dit goedgevind, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystelling-sertifikaat intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in leesbare letters en in albei amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 7de dag van Julie 1971 in Kaapstad onderteken.

C. SHIELD, Voorsitter.

R. D. SMITH, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

No. R. 2171

3 Desember 1971

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID, KAAP

GROEPSLEWE- EN VOORSORGFONDS-OOREENKOMS (B-SKEMA)

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eiendig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) (a) en (7) met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing.

employed in the said Industry in the Magisterial Districts of The Cape, Wynberg, Bellville and Simonstown, and in those portions of the Magisterial Districts of Stellenbosch and Malmesbury which, prior to the publication of Government Notices 283 of 2 March 1962 and 171 of 8 February 1957, respectively, fell within the Magisterial District of Bellville.

M. VILJOEN, Minister of Labour.

SCHEDULE

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

GROUP LIFE AND PROVIDENT FUND AGREEMENT (B SCHEME)

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, Appliance and Television Association of South Africa
(hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and the

Amalgamated Engineering Union of South Africa
and the

South African Electrical Workers' Association
(hereinafter referred to as "the employees" or "the trade unions"), of the other part,

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

1. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for a period of five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION

(1) The terms of this Agreement shall—

(a) be observed in the Magisterial Districts of The Cape, Wynberg, Bellville, Simonstown, and in that portion of the Magisterial District of Malmesbury which prior to the publication of Government Notice 171 of 8 February 1957, fell within the Magisterial District of Bellville, and in that portion of the Magisterial District of Stellenbosch which, prior to the publication of Government Notice 283 of 2 March 1962, fell within the Magisterial District of Bellville, by all employers and employees in the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisations and trade unions, respectively;

(b) not apply to employers and employees engaged or employed in the Electrical Contracting Section of the Industry.

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

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

wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Die Kaap, Wynberg, Bellville en Simonstad, en in daardie gedeeltes van die landdrosdistrikte Stellenbosch en Malmesbury wat voor die publikasie van onderskeidelik Goewermenskennisgewings 283 van 2 Maart 1962 en 171 van 8 Februarie 1957, binne die landdrosdistrik Bellville geval het.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)

GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS (B-SKEMA)

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

Electrical Engineering and Allied Industries Association
en die

Radio, Appliance and Television Association of South Africa
(hierna "die werkgewers" of "die werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa
en die

South African Electrical Workers' Association
(hierna "die werknemers" of "die vakverenigings" genoem), aan die ander kant,

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

1. GELDIGHEIDSDUUR

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

2. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms—

(a) moet nagekom word in die landdrosdistrikte Die Kaap, Wynberg, Bellville, Simonstad en in daardie gedeelte van die landdrosdistrik Malmesbury wat voor die publikasie van Goewermenskennisgewing 171 van 8 Februarie 1957 binne die landdrosdistrik Bellville geval het, en in daardie gedeelte van die landdrosdistrik Stellenbosch wat voor die publikasie van Goewermenskennisgewing 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het, deur alle werkgewers en werknemers in die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is;

(b) is nie van toepassing nie op werkgewers en werknemers wat by die Elektrotegniese Aannemingsafdeling van die Nywerheid betrokke of daarin in diens is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op enige werkgewer wat saam met sy werknemers deel het aan 'n fonds (uitgesonderd die Groepslewe- en Voorsorgfonds vir die Metaalnywerhede), wat voorsorg- of pensioenbystand verskaf, wat op die datum van inwerkingtreding van hierdie Ooreenkoms bestaan het ten opsigte van sy werknemers wat deelhebbers aan en lede van sodanige fonds is asook gedurende sodanige tydperk as wat daardie fonds voortgaan om te funksioneer en sowel die werkgewer as die werknemers deel daaraan het: Met dien verstande dat minstens 75 persent van die werknemers van sodanige werkgewer wat andersins deur hierdie Ooreenkoms gedek word, die werkgewer versoek om nie aan hierdie Ooreenkoms deel te hê nie en dat die Raad binne twee maande vanaf die datum van inwerkingtreding van hierdie Ooreenkoms skriftelik daarvan in kennis gestel word.

(3) Ondanks subklousule (2) is die Ooreenkoms op werkgewers en werknemers wat in daardie subklousule vermeld word, van toepassing ongeag enige versoek deur die werknemers om nie aan die Ooreenkoms deel te hê in alle gevalle waar die versoek die steun geniet van minder as 75 persent van die werknemers deur die Ooreenkoms gedek en op die werkgewers en werknemers ten opsigte van enige werknemer wat nie gedek word nie deur of ophou om gedek te word deur 'n fonds wat in subklousule (2) vermeld word.

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;

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

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

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

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed or the material is prepared on the site of the buildings, or structures or elsewhere;

(c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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

(i) electrical cables and overhead lines;

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

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

(i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;

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

(iii) the manufacture, repair and servicing of motor vehicle batteries;

(iv) the manufacture, repair and servicing of typewriter and office appliances;

(v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

"Electrical Contracting Section" means that section of the Industry in which employers and employees are engaged or employed in the wiring, installation and maintenance of lighting, heating or other permanent electrical fixtures in or on buildings;

3. WOORDOMSKRYWINGS

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

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

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

"Raad" die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap);

"Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking enigsins te beperk, die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

(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 bedrading, kabellaskwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat gepaard gaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellaskwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk uitgevoer 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 elektriese uitrusting wat gepaard gaan met die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaskwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerk, of elders;

(d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellaskwerk en die lê van kables, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, hetsy die werk verrig of die materiaal berei word op die terrein van die geboue of bouwerke, of elders;

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

(i) elektriese kables en boggrondse lyne;

(ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, vries- en koel-uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat van radio- of elektroniese uitrusting-toegepas word;

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

(i) Die vervaardiging en/of inmeekaarsit van voornoemde uitrusting of samestellende dele daarvan;

(ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of vaste toebehore, hetsy permanent geïnstalleer of nie;

(iii) die vervaardiging, herstel en bediening van motorvoertuig-batterye;

(iv) die vervaardiging, herstel en bediening van tikmasjiene en kantoorstoestelle;

(v) die vervaardiging en/of inmeekaarsit en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

"Elektrotegniese Aannemingsafdeling" daardie afdeling van die Nywerheid waarin werkgewers en werknemers betrokke is by of in diens is vir die bedrading, installering en onderhoud in of op geboue, van verligtings-, verwarmings- of ander vaste elektriese toebehore;

"electrician" means an employee who performs any of the following operations and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract of apprenticeship recognised by the Council, or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such operations:

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

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

"employee" means any person employed on any of the classes of work scheduled at a rate of not less than 47 cents per hour in the Agreement published under Government Notice R. 289 of 3 March 1971, or employed in operative processes and receiving a rate of pay equivalent to not less than 89 cents per hour or paid at a rate of not less than R173,55 per month excluding payment for overtime, and further includes an apprentice serving his fourth or fifth year apprenticeship to the extent set out in subclause (2) of clause 5;

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

"Fund" means the Metal Industries Group Life and Provident Fund established on 28 August 1957;

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

"Management Committee" means the Management Committee appointed by the Council in terms of its constitution.

4. MEMBERSHIP

Scheduled employees and unscheduled employees from whose wages deductions are made in respect of contributions to the Fund in terms of clause 5, shall be members of Scheme B of the Fund.

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

5. CONTRIBUTIONS

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

(2) Each employer shall each week deduct from the wages of each of his employees, including apprentices in their fifth year of apprenticeship, an amount of 90 cents and from the wages of each apprentice serving his fourth year of apprenticeship an amount of 15 cents; provided that no deductions shall be made from the wages of an employee (including an apprentice in his fourth or fifth year of apprenticeship) who has not worked for more than three (3) shifts during such week and provided further that contributions shall be payable in respect of absence on paid holiday.

(3) Contributions in accordance with subclause (2) may be deducted from the wages of unscheduled employees at their written request, provided that the employers of such employees are agreeable to making the deductions and provided further that such employees are receiving a wage of not less than 47 cents per hour or remuneration which, excluding payment for overtime, in the equivalent of not less than 47 cents per hour.

(4) The amount payable in each month in terms of this clause shall be forwarded to the Secretary of the Council, 807 Monte Carlo, Heerengracht, Foreshore, Cape Town, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

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

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

"elektrisiën" 'n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ingevolge 'n leerlingkontrak wat deur die Raad erken word, of 'n persoon bo die ouderdom van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is en hom in staat stel om vir die volgende werksaamhede in diens geneem te word:

Ankerwikkeling;
kabellawerk;
elektriese toestelle bou en/of inmeekaarsit en/of herstel;
elektriese installering;
elektriese instrumentvervaardiging en -herstelwerk;
aanleg van elektriese boggrondse lyne;
elektriese bedrading;
elektromediese toestelle en X-straaluitrusting—installering en/of instandhouding en/of bediening en/of vervaardiging; en
installering en/of onderhoud van telekommunikasie en/of sein- en/of totalisatoruitrusting;

"elektriese installering" die installering en/of oprigting van enigeen van die artikels wat in die woordskrywing van "elektrisiën" in hierdie klousule opgenoem word;

"werknemer" iemand in diens vir enigeen van die klasse werk waarvoor 'n loon van minstens 47 sent per uur voorgeskryf word in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 289 van 3 Maart 1971, of in diens vir operateurs-werksaamhede waarvoor hy 'n loon van minstens 89 sent per uur of minstens R173,55 per maand (uitgesonderd oortydbesoldiging) ontvang, en dit omvat voorts 'n vakleerling wat sy vierde of vyfde leerjaar uitdien in die mate wat by klousule 5 (2) voorgeskryf word;

"bedryfsinrigting" 'n plek waar die Nywerheid of enige deel daarvan (soos hierin omskryf) uitgeoefen word;

"Fonds" die Groepslewe- en Voorsorgfonds vir die Metaal-nywerhede wat op 28 Augustus 1957 gestig is;

"onderhoud en/of herstel en/of bediening" werk wat gedoen word om elektriese installasies en/of uitrusting te onderhou;

"Bestuurskomitee" die Bestuurskomitee wat die Raad ingevolge sy konstitusie aanstel.

4. LIDMAATSKAP

Ingelyste werknemers en nie-ingelyste werknemers van wie se lone bedrae afgetrek word ten opsigte van bydraes tot die Fonds ooreenkomstig klousule 5, is lede van die B-skema van die Fonds.

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

5. BYDRAES

(1) Werknemers wat deur hierdie Ooreenkoms gedek word, moet bydraes betaal soos hierna voorgeskryf.

(2) Elke werkgever moet elke week van die loon van elk van sy werknemers, met inbegrip van vakleerlinge in hul vyfde leerjaar, 90 sent aftrek en van die loon van elke vakleerling in sy vierde leerjaar, 15 sent: Met dien verstande dat geen bedrag van die loon van 'n werknemer (met inbegrip van 'n vakleerling in sy vierde of vyfde leerjaar) afgetrek mag word nie wat hoogsien drie (3) skofte gedurende sodanige week gewerk het: Voorts met dien verstande dat bydraes ten opsigte van afwesigheid met verlof met besoldiging betaalbaar is.

(3) Bydraes voorgeskryf by subklousule (2) kan afgetrek word van die lone van nie-ingelyste werknemers as hulle dit skriftelik versoek: Met dien verstande dat die werkgevers van sodanige werknemers instem om die aftrekkings te doen; voorts met dien verstande dat sodanige werknemers 'n loon van minstens 47 sent per uur ontvang of besoldiging wat, uitgesonderd oortyd-besoldiging, minstens 47 sent per uur beloop.

(4) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, aan die Sekretaris van die Raad, Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad, gestuur word, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd voorskryf.

Vir die toepassing van hierdie klousule beteken "skof" die werktydperk wat 'n werknemer gewoonlik in 'n tydperk van 24 uur werk.

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

6. ADMINISTRATION

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

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of the Agreement, and if for any reason the Board of Management should be unable or unwilling to perform, such duties the Industrial Registrar may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS

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

8. EXEMPTIONS

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

(2) Application for exemption shall be made to the Secretary of the Council, 807 Monte Carlo, Heerengracht, Foreshore, Cape Town.

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

9. EXHIBITION OF AGREEMENT

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

Signed at Cape Town, on behalf of the parties on this 7th day of July 1971.

C. SHIELD, Chairman.

R. D. SMITH, Vice-Chairman.

W. R. PENGELLY, Secretary.

6. ADMINISTRASIE

(1) Die Fonds moet in ooreenstemming met die reëls van die Fonds geadminestreer word. Sodanige reëls mag nie onbestaanbaar wees nie met hierdie Ooreenkoms of die Wet en 'n eksemplaar van die reëls en wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) As die Raad ontbind of ophou funksioneer terwyl die Ooreenkoms nog geldig is, moet die Bestuursraad wat ingevolge die konstitusie van die Fonds aangestel is, die funksies van die Raad oorneem sover dit die Ooreenkoms betref, en as die Bestuursraad om een of ander rede onwillig is of nie in staat is nie om sodanige pligte na te kom, kan die Nywerheids-registrateur trustees aanstel om die Raad se funksies uit te voer. Die Bestuursraad of die trustees aldus aangestel, beskik, vir die toepassing van hierdie Ooreenkoms, oor al die bevoegdhede van die Raad. Betaling (as daar is) vir die dienste van die trustees kom die Fonds ten laste.

7. AGENTE

'n Agent van die Raad is geregtig om enige bedryfsinrigting binne te gaan en kan die werkgewer of enige werknemers ondervra, die registers inspekteer en navrae doen ten einde vas te stel of hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS

(1) Die Raad of Bestuurskomitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Raad, Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad.

(3) Die Raad of Bestuurskomitee, na gelang van die geval, moet die voorwaardes vasstel waarop die vrystelling verleen word en kan, as hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystellings-sertifikaat intrek, afgesien daarvan of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in leesbare letters en in albei amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 7de dag van Julie 1971 in Kaapstad onderteken.

C. SHIELD, Voorsitter.

R. D. SMITH, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

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Useful Hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.

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