



REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

## STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA



REGULATION GAZETTE No. 1621

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[No. 3485

### GOVERNMENT NOTICES

#### DEPARTMENT OF LABOUR

No. R. 717

5 May 1972

#### INDUSTRIAL CONCILIATION ACT, 1956 ELECTRICAL INDUSTRY, EAST LONDON AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 5 (3) (b), 24 and 27, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial District of East London; and

(c) in terms of section 48 (3) (a) of the said Act, declare that, in the Magisterial District of East London and with effect from the second Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (1), 2, 5 (3) (b), 24 and 27, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

A—74890

### GOEWERMENSKENNISGEWINGS

#### DEPARTEMENT VAN ARBEID

No. R. 717

5 Mei 1972

#### WET OP NYWERHEIDSVERSOENING, 1956 ELEKTROTEGNIESE NYWERHEID, OOS-LONDEN OOREENKOMS

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (3) (b), 24 en 27, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrik Oos-Londen; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2, 5 (3) (b), 24 en 27, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, in die landdrosdistrik Oos-Londen *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by die werkgewers vir wie enige van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

1—3485

**SCHEDULE**

**INDUSTRIAL COUNCIL FOR THE ELECTRICAL  
INDUSTRY, EAST LONDON  
AGREEMENT**

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

Electrical Contractors' Association of South Africa (hereinafter referred to as the "employees" or the "trade organisation"), of the one part, and the

South African Electrical Workers' Association (hereinafter referred to as the "employees" or the "trade union"), of the other part, being the parties to the Industrial Council for the Electrical Industry, East London.

**1. SCOPE OF APPLICATION OF AGREEMENT**

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

(2) (a) Notwithstanding the provisions of subclause (1), the terms of the Agreement shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any conditions fixed thereunder.

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

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

**2. PERIOD OF OPERATION OF AGREEMENT**

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

**3. DEFINITIONS**

Any term or expression used in this Agreement which is defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to any act, shall include any amendment thereof; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

"country job" means a job outside a radius of 13 km of the General Post Office, East London;

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

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

(a) the installation and/or repair of electrical equipment including generators, motors, convertors, switch and control gear (including relays, contractors, 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,

**BYLAE**

**NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE  
NYWERHEID, OOS-LONDEN  
OOREENKOMS**

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

Electrical Contractors' Association of South Africa (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Electrical Contractors' Association of South Africa (hierna die "werkneemers" of die "vakvereniging" genoem), aan die ander kant,

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

**1. TOEPASSINGSBESTEK VAN OOREENKOMS**

(1) Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrif Oos-Londen nagekom word deur alle werkgewers en werkneemers in die Elektrotegniese Nywerheid wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

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

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

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

**2. GELDIGHEIDSDUUR VAN OOREENKOMS**

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

**3. WOORDOMSKRYWING**

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling", 'n werkneemer wat diens doen ooreenkomsdig 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of geag word geregistreer te wees en sluit dit ook 'n minderjarige in wat kragtens genoemde Wet op proef in diens is;

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

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

"los arbeider" 'n arbeider wat op hoogstens drie dae in 'n bepaalde week deur dieselfde werkgever in diens geneem word;

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

"plattelandse werk" 'n werk buite 'n straal van 13 km vanaf die Hoofposkantoor, Oos-Londen;

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

"Elektrotegniese Nywerheid" of "Nywerheid" die Nywerheid waarin die werkgever en die werkneemer met mekaar geassosieer is met die doel om—

(a) elektriese uitrusting, met inbegrip van generators, motore, convertors, skakel- en kontroleuitrusting insluitende relês, kontakters, elektriese instrumente en uitrusting in verband daarmee), elektriese verligting, verwarming, kook-, verkoelings- en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oondrustrusting, radiotoestelle en aanverwante elektriese apparaat, seunuitrusting en ander uitrusting waarin die beginsels aangewend word wat by die bediening van radio-

and other equipment utilising the principles used in the operation of radio or electronic equipment and including all operations incidental thereto, but not including—

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

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

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

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

"essential work" without limiting the ordinary meaning of the term, shall include any work which cannot be performed within the ordinary hours of work prescribed in clause 9, and which is necessary to ensure the health and safety of the public or the carrying on of any other industry, business or undertaking, place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can "labourer" means an employee exclusively engaged in any or all of the following:

(a) Loading or unloading materials;

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

(c) cutting of conduit to marks, threading and reaming thereof;

(d) digging of holes and planting poles;

(e) laying of cables under direct supervision of an artisan in trenches, ducts and racks;

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

(g) cleating, including the placing of the wires in the cleats, provided no tensioning is done;

(h) fitting of light electrical trunking up to medium voltage containing medium and low voltage circuits, provided no wiring is done;

(i) operating a trenching machine;

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

"lock up" means any shed, room, workshop, factory or similar place, constructed of four walls and roof, composed of concrete, brickwork, wood, iron or any combination thereof, which can be securely locked; the whole to be so constructed to provide a place for the safekeeping of employees' tools and clothes at any time;

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

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

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

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

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

"wage" means the hourly wage prescribed in clause 4: Provided that where an employer regularly pays an employee an amount higher than that prescribed in the said clause, it shall mean such higher amount;

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

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

of elektroniese uitrusting gebruik word, te installeer en/of te herstel en ook om alle werksaamhede te verrig wat daar mee in verband staan, maar nie om die volgende te doen nie:

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

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

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

(b) die bedrading of die installering, in geboue of bouwerke, van elektriese verligting, elektriese verwarming of ander vaste toebere, en/of die maak van artikels wat in verband met bogenoemde werksaamhede gebruik word, afgesien daarvan van die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, maar uitgesond die herstel en/of onderhoud en/of installering van hysers en roltrappe in geboue of bouwerke;

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

"arbeider" 'n werknaemer wat uitsluitlik enige van of al die volgende werksaamhede verrig:

(a) Materiaal op- of aflaai;

(b) gleue en gate in mure en betonvloere maak vir leipype; beton- en baksteenwerk boor;

(c) leipype volgens merke sny, skroefdraad daarop insny en dit ruim;

(d) gate grawe en pale inplant;

(e) onder onmiddellike toesig van 'n ambagsman kabels in slote, leidings en rakke lê;

(f) oortollige aanlegte en uitrusting in verband daarmee, waarvan tovoerkabels verwijder is, stroop;

(g) vasklamp, met inbegrip van die insit van die drade in die klampe, met dien verstande dat geen spanningswerk gedoen word nie;

(h) bevestiging van ligte elektriese hooflynkabels tot en met mediumspanning en wat medium- en laespanningkringe bevat, met dien verstande dat geen bedrading gedoen word nie;

(i) loopgraafmasjien bedien;

(j) waar nodig, ambagsmannetjie help, maar nie om werk, uitgesond soos in hierdie omskrywing uiteengesit, te doen nie; "toesluitplek" 'n skuur, kamer, werkinkel, fabriek of dergelike plek wat uit vier mure en 'n dak bestaan, gemaak is van beton, bakstene, hout, sink of enige kombinasie daarvan, wat veilig toegesluit kan word en wat in sy geheel so gebou is dat 'n plek verskaf waar die gereedskap en klere van werkneemers te eniger tyd veilig bewaar kan word;

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

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

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

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

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

"loon" die uurloon voorgeskryf in klousule 4: Met dien verstande dat waar 'n werknaemer in werknaemer gereeld 'n bedrag betaal wat hoër is as dié wat in genoemde klousule voorgeskryf word, dit sodanige hoër bedrag beteken;

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

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

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

#### 4. REMUNERATION

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

<i>Class of employee</i>	<i>Cents Per Hour</i>
(a) Casual labourer	24
(b) Labourer	24
(c) Driver of mechanical vehicle, the unladen mass of which together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is—	
(i) up to and including 454 kg	28
(ii) over 454 kg up to and including 2 722 kg	38
(iii) over 2 722 kg	48
(d) Artisans	120

(2) The wage prescribed in subclause (1) (d) shall be subject to half-yearly adjustments on the first pay-day after publication of the *Government Gazette* in July and January respectively each year, reflecting the change in the index figure. The "index figure" means the consumer price index figure for East London, relating to all items, as published by the Secretary for Statistics in the *Government Gazette* in respect of the said area compared with itself in April 1970.

(b) The adjustment shall be at the rate of one-half cent per hour increased or decreased for each notch of 0,500 points traversed by the index figure on the basis that 105,6 points equal R1,20.

(c) For the purpose of this subclause a "notch" means each completed stage of 0,500 points variation in the index figure upwards or downwards from 105,6, viz., upwards 106,1, 106,6, 107,1, etc., and downwards 105,1, 104,6, 104,1, etc.

(3) *Certificate and specialist allowance.*—In addition to wages and other allowances prescribed in this Agreement an allowance of 10 cents per hour worked, including overtime, and hours of work on a Saturday, Sunday or public holidays, shall be paid by an employer to each employee employed by him—

(a) who is the holder of a certificate of registration in terms of the Electrical Wiremen and Contractors Act, 1939; or

- (b) who is exclusively employed as—
- (i) radiotrician;
- (ii) domestic appliances mechanic;
- (iii) refrigerator mechanic.

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

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

(5) Every employee for whom a wage is prescribed in subclause (1) (d), shall, with effect from the date of commencement of this Agreement and whilst in the employ of the same employer, be paid at a rate of not less than the wage paid to him immediately prior to the date of commencement of this Agreement plus 10 cents per hour, irrespective of whether such wage is in excess of that prescribed in subclause (1) (d).

For purposes of this subclause, the amount of 10 cents per hour referred to herein shall include any increase in wages granted by his employer on or after 1 August 1971.

#### 5. PAYMENT OF REMUNERATION

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

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

#### 4. BESOLDIGING

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

<i>Klas werknemer</i>	<i>Per uur Sent</i>
(a) Los arbeider	24
(b) Arbeider	24
(c) Bestuurder van 'n meganiese voertuig waarvan die onbelaste massa, tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat daaraan geheg is of deur sodanige voertuig getrek word—	
(i) 454 kg of minder is	28
(ii) 2 722 kg of minder maar meer as 454 kg is	38
(iii) meer as 2 722 kg is	48
(d) Ambagsmanne	120
(e) Die loon wat in subklousule (1) (d) voorgeskryf word, is onderworpe aan halfjaarlike aanpassings op die eerste betaaldag ná publikasie van die <i>Staatskoerant</i> onderskeidelik in Julie en Januarie van elke jaar, wat die verandering in die indeksyf aantoon. Die "indekssyfer" beteken die verbruikerprysindekssyfer vir Oos-Londen, met betrekking tot alle artikels, soos deur die Sekretaris van Statistiek in die <i>Staatskoerant</i> gepubliseer ten opsigte van genoemde gebied vergeleke met homself in April 1970.	
(f) Die aanpassing geskied teen die skaal van 'n halfsent per uur vir elke kerf van 0,500 punte waarmee die indekssyfer styg of daal, op die grondslag dat 105,6 punte gelyk is aan R1,20.	
(g) By die toepassing van hierdie subklousule beteken 'n "kerf" elke voltooi stadium van 'n wisseling van 0,500 punte in die indekssyfer opwaarts of afwaarts vanaf 105,6, nl. opwaarts 106,1, 106,6, 107,1, ens., en afwaarts 105,1, 104,6, 104,1, ens.	
(h) <i>Sertifikaat- en spesialistoelae.</i> —Benewens die lone en ander toelae wat in hierdie Ooreenkoms voorgeskryf word, moet 'n werkewer 'n toelae van 10 sent per uur gewerk, met inbegrip van oortydwerk en ure op 'n Saterdag, Sondag of openbare vakansiedag gewerk, betaal aan elke werknemer wat in sy diens is en wat—	
(i) in besit is van 'n registrasiesertifikaat ooreenkomstig die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939; of	
(j) uitsluitlik werkzaam is as 'n—	
(k) radiotriëns;	
(l) huistoestellwerktykgundige;	
(m) koelkaswerktykgundige.	

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

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

(5) Elke werknemer vir wie 'n loon in subklousule (1) (d) voorgeskryf word, moet met ingang van die datum waarop hierdie Ooreenkoms bindend word en terwyl hy by dieselfde werkewer in diens is, betaal word teen 'n koers van minstens die loon wat aan hom betaal is, onmiddellik voordat hierdie Ooreenkoms bindend word, plus 10 sent per uur, ongeag daarvan of sodanige loon hoër is as dié wat in subklousule (1) (d) voorgeskryf word.

Vir die toepassing van hierdie subklousule sluit die bedrag van 10 sent per uur wat hierin genoem word, alle loonsverhogings in wat op of na 1 Augustus 1971 deur sy werkewer toegestaan is.

#### 5. BETALING VAN BESOLDIGING

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

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

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

(3) Except where otherwise provided in this Agreement no deduction of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration, other than the following:

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

## 6. WALKING TIME AND TRANSPORT

(1) Whenever a job is situated within an area to which this Agreement relates, and outside a radius of 5 km, but within a radius of 13 km of the General Post Office, East London, the said employer shall pay to any employee who is working on such a job an allowance of 9 cents for every kilometre or portion of a kilometre of the distance beyond such 5-km radius. The allowance shall be payable for both ways daily.

(2) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing or pay for transport in respect of the said distance, as prescribed in subclause (1).

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

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

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

## 7. COUNTRY JOB AND WORKING AWAY ALLOWANCE

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

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

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

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

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

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

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

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

- (a) Met die skriftelike toestemming van die werknemer, bedrae vir siektebystands-, versekerings- en pensioenfondse;
- (b) met die skriftelike toestemming van die werknemer, lede-gelde vir die vakvereniging;
- (c) enige bedrag wat 'n werknemer kragtens of ingevolge 'n wetteregeltlike bepaling of 'n bevel van 'n bevoegde hof mag of moet af trek.

## 6. STAPTYD EN VERVOER

(1) Wanneer 'n werk binne 'n gebied waarop hierdie Ooreenkoms betrekking het, maar buite 'n radius van 5 km dog wel binne 'n radius van 13 km vanaf die Hoofposkantoor, Oos-Londen, is, moet die werkewer aan 'n werknemer wat aan so 'n werk besig is, 'n toelae van 9 sent betaal vir elke kilometer of gedeelte van 'n kilometer van die afstand wat verder as sodanige 5 km strek. Dié toelae is daagliks ten opsigte van albei rigtings betaalbaar.

(2) 'n Werkewer is daarop geregtig om gesikte vervoer in albei rigtings te verskaf in plaas van bogenoemde, of om te betaal vir vervoer ten opsigte van genoemde afstand, soos in subklousule (1) voorgeskryf.

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

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

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

## 7. TOELAE VIR PLATTELANDSE EN AFGELEË WERK

(1) 'n Werkewer wat 'n werknemer na 'n plattelandse werk stuur, moet sodanige werknemer voorsien van vervoer na en van die werkplek: Met dien verstande dat die werkewer onderstaande bedrae in plaas van sodanige vervoer kan betaal:

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

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

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

(2) Die werkewer moet gesikte eet- en slaapplek naby die werkplek verskaf.

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

#### 8. TERMINATION OF EMPLOYMENT

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than one working day's notice of such termination of employment to the employer or the employee, as the case may be.

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

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

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

#### 9. HOURS AND DAYS OF WORK

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

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

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

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

(d) for longer than five hours without a break of at least one hour.

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

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

#### 10. OVERTIME

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

(2) An employee who is required to work any time in excess of the ordinary hours prescribed in clause 9, shall be paid not less than—

(a) for every hour or part of an hour worked after the normal working hours and up to 12 noon on Saturdays, one and a third times his hourly wage;

(b) for every hour or part of an hour worked after 12 noon until midnight on Saturdays, one and a half times his hourly wage;

(c) for every hour or part of an hour worked on Sundays and public holidays, double his hourly wage.

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

(4) Whenever an employee is required to perform call out work for less than one hour, such employee shall nevertheless be paid for a minimum of one hour at the rate prescribed in subclause (2).

(5) If an employee is required to work overtime on a Sunday for less than two hours on "essential work", he shall nevertheless be paid for a minimum of two hours, at double his hourly wage.

#### 11. ANNUAL LEAVE

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

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

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

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

#### 8. DIENSBEEINDIGING

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

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

(3) Indien die betrokke werknemer vir minder as 12 uur by dieselfde werkgever gewerk het, word geen kennisgewing van diensbeëindiging vereis nie.

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

#### 9. WERKURE EN WERKDAE

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

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

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

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

(d) langer as vyf uur sonder 'n pouse van minstens een uur werk nie.

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

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

#### 10. OORTYDWERK

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

(2) 'n Werknemer van wie daar vereis word om langer te werk as die gewone ure in klousule 9 voorgeskryf, moet minstens die volgende betaal word:

(a) Vir elke uur of deel van 'n uur gwerk na die normale werkure en tot 12 middag op Saterdae, een en 'n derde maal sy uurloon;

(b) vir elke uur of deel van 'n uur gwerk na 12 middag tot middernag op Saterdae, een en 'n half maal sy uurloon;

(c) vir elke uur of deel van 'n uur gwerk op Sondae en openbare vakansiedae, dubbel sy uurloon.

(3) Tensy die Raad magtiging daar toe verleen het, mag daar nie meer as 10 uur in 'n bepaalde week, met inbegrip van Sondag, oortyd gwerk word nie.

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

(5) Wanneer van 'n werknemer vereis word om op 'n Sondag minder as twee uur lank op "noodsaaklike werk" oortyd te werk, moet hy nietemin vir 'n minimum van twee uur teen dubbel sy uurloon betaal word.

#### 11. JAARLIKSE VERLOF

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

(2) Die verlof in subklousule (1) bedoel, moet verleent word op 'n tyd wat die werkgever moet bepaal: Met dien verstande dat—

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

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

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

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

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

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

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

(c) An employee whose contract of employment terminates during any period in respect of which the additional leave has accrued, before the period of leave prescribed in this clause has been granted or taken, shall, upon such termination and in addition to any other remuneration which may be due to him, be paid one week's remuneration in respect of each completed accrued week's leave based on completed years of service in addition to the 10 years' minimum prescribed in subclause (3) (a).

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

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

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

(2) An employee, who has not qualified for leave as prescribed in clause 11, shall upon termination of employment be paid by his employer for one and a half days in respect of each completed month of employment with such employer at the rate of wages and allowance he was receiving immediately prior to termination of such service.

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

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

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

## 13. SPECIAL BONUS

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

(2) Whenever an employee proceeds on annual leave in terms of clause 11 and in addition to any other remuneration an employer shall pay his employee a bonus of R109,20 per annum, made up of R2,10 for every completed week of employment. This bonus shall be held in trust by the Council until the employee proceeds on leave.

(b) die verloftydperk nie mag saamval nie met enige tydperk waarin die werknemer militêre opleiding ooreenkomsdig die Verdedigingswet, 1957, ondergaan;

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

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

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

(ii) die ekstra week verlof uitgestel kan word vanaf die jaar waarin die werknemer daarop geregtig word en dat die werknemer dit kan laat oploop totdat hy op drie sodanige ekstra weke verlof met besoldiging geregtig is.

(b) Wanneer die werkgever en werknemer tot die ooreenkoms geraak soos in paragraaf (a) (ii) bepaal en die werknemer vir drie sodanige ekstra weke verlof met besoldiging (hieronder die "opgelope verlof" genoem) geregtig word, moet die werkgever die opgelope verlof verleen en moet die werknemer dit neem wanneer die werknemer die verlof met besoldiging neem waarvoor in subklousule (1) voorsiening gemaak word, tensy die werkgever en die werknemer daartoe ooreenkome dat die opgelope verlof op 'n ander tyd geneem word: Met dien verstande dat die werkgever in elk geval die werknemer in staat moet stel om die opgelope verlof te neem gedurende die tydperk voor die datum waarop hy vir die eersvolgende verlof met besoldiging geregtig word, en indien die werknemer versuim om die verlof binne sodanige tydperk te neem, verval sy reg daarop.

(c) 'n Werknemer wie se dienskontrak gedurende enige tydperk ten opsigte waarvan die addisionele verlof opgeloop het, eindig voordat die tydperk van verlof soos in hierdie klousule voorgeskryf, verleen of geneem is, moet by sodanige beëindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, een week se besoldiging betaal word ten opsigte van elke voltooide week opgelope verlof, gebaseer op voltooide jare diens wat meer is as die minimum van 10 jaar soos in subklousule (3) (a) voorgeskryf.

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

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

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

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

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

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

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

## 13. SPESIALE BONUS

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

(2) Wanneer 'n werknemer kragtens klousule 11 met jaarlikse verlof gaan, moet 'n werkgever sy werknemer, benewens alle ander besoldiging, 'n bonus van R109,20 per jaar betaal, bestaande uit R2,10 vir elke voltooide week diens. Dié bonus word deur die Raad in trust gehou totdat die werknemer met verlof gaan.

(3) The amount referred to in subclause (2) shall be paid to the Secretary of the Council at the same time as the amount determined under clause 26, but not later than the seventh of each month following that in respect of which the amount is due.

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

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

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

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

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

#### 14. SICK LEAVE

(1) An employee who is absent from work through sickness or injury not caused by his own misconduct or neglect and which is not compensable under the Workmen's Compensation Act, 1941, shall be granted by his employer not less than 10 working days' sick leave in the aggregate during any period of 12 consecutive months of employment with him and shall pay to such employee in respect of the period of absence, an amount of not less than the remuneration he would have received had he worked during such period: Provided that—

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

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

#### 15. STORAGE AND PROVISION OF TOOLS

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

(2) The employer shall also provide screwing tackle, such as stocks, dies, taps over six mm, pipe vices, files and hack-saw blades, large hammers, chisels for chasing, pipe benders, refrigerator gauges and pulley pullers, stepladders and scaffolding, reamers and test equipment when required.

#### 16. LABOUR ONLY CONTRACT

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

#### 17. PIECE-WORK AND TASK WORK

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

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

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

#### 19. WET WEATHER SHELTER

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

(3) Die bedrag in subklousule (2) bedoel, moet terselfdertyd as die bedrag vasgestel by klousule 26, maar op sy laatste op die sewende van elke maand wat volg op die maand ten opsigte waarvan die bedrag verskuldig is, aan die Sekretaris van die Raad betaal word.

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

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

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

(7) Die werknemer moet, twee weke voor dat sy verlof moet begin, by die Raad om die bonus aansoek doen.

(8) 'n Werknemer wat die Elektrotechniese Nywerheid, Oos-Londen, verlaat voordat die spesiale bonus kragtens subklousule (5) en behoudens subklousule (6) betaalbaar word, moet by verstryking van 52 weke die bonus betaal word wat in die boeke van die Raad in sy krediet staan: Met dien verstande dat enige onopgeëisde bonus verskuldig aan 'n werknemer ná verloop van twee jaar nadat hy die Nywerheid verlaat het die Algemene Fonds van die Raad toeval: Met dien verstande egter dat die Raad alle eise wat ná die verstryking van genoemde tydperk deur sodanige werknemer gemaak mag word, moet oorweeg en na sy goeddunne 'n *ex gratia*-betaling uit die fondse van die Raad aan sodanige werknemers kan maak.

#### 14. SIEKTEVERLOF

(1) Aan 'n werknemer wat afwesig is van werk weens siekte of besering wat nie deur sy eie wangedrag of nalatigheid veroorsaak is en wat nie ingevolge die Ongevallewet, 1941, vergoedbaar is nie, moet 'n werkgever 'n totaal van minstens 10 werkdae siekteleverlof toestaan gedurende 'n tydperk van 12 agtereenvolgende maande diens by hom en dié werknemer ten opsigte van die tydperk van afwesigheid 'n bedrag betaal van minstens die besoldiging wat hy sou ontvang het indien hy gedurende daardie tydperk sou gewerk het: Met dien verstande dat—

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

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

#### 15. BÈRE EN VERSKAFFING VAN GEREEDSKAP

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

(2) Die werkgever moet ook draadsnygereedskap soos stokke, snymore, tappie van meer as ses mm, pypklemme, vyle en yster-saaglemme, groot hamers, beitels vir uitkapwerk, pypbuig-uitsrusting, verkoelermate en katroltrekkers, traplere en steiers, asook ruimers en toetsuitrusting wanneer nodig, verskaf.

#### 16. KONTRAKTE SLEGS VIR ARBIED

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

#### 17. STUKWERK EN TAAKWERK

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

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

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

#### 19. SKUILING TEEN DIE WEER

Werkgewers moet op alle terreine waar werk in die Elektrotechniese Nywerheid verrig word, 'n geskikte akkommodasie verskaf waar werknemers teen die weer kan skuil.

**20. LATRINES**

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

**21. WORKING EMPLOYER OR PARTNER**

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

**22. FIRST-AID**

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

**23. TIME AND WAGE RECORD**

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

**24. ENGAGEMENT OF EMPLOYEES**

(1) Members of the trade union agree to accept employment with members of the employers' organisation only, and members of the employers' organisation agree to employ members of the trade union only: Provided that this provision shall not apply when membership of a party to this Agreement has been refused without reasonable cause in the opinion of the Council and the employee or employer concerned reported such refusal to the Council within 14 days.

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union to become a member of it, the provisions of this clause shall immediately come into operation.

(3) Proof of membership by an employee of the trade union shall be the production of a current membership card issued by the South African Electrical Workers' Association, and shall be produced by the employee on demand.

**25. EXEMPTIONS**

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

(2) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(3) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason during the period for which it was granted.

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

**26. GENERAL FUND**

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 15 cent per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (d) of this Agreement, and to the amount so deducted the employer shall add an equal amount, and these amounts shall be paid by the employer to the Council in accordance with the procedure prescribed in subclause (2).

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

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

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

The amounts referred to in this subclause shall be forwarded to the Council on or before the seventh day of each month following that in respect of which the amount is due.

**27. AGENTS**

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

**20. LATRINES**

Alle werkgewers moet by alle werke behoorlike sanitêre geriewe vir Blanke en Nie-Blanke afsonderlik verskaf.

**21. WERKENDE WERKGEWER OF VENNOOT**

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

**22. EERSTEHELP**

Elke werkewer moet geskikte eersteheulpuitrusting soos voorgeskryf in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verskaf en in 'n goeie toestand in stand hou op alle persele waar werkemers in sy diens werkzaam is.

**23. TYD- EN LOONREGISTER**

Werkgewers moet die tyd- en loonregisters byhou wat by regulasie kragtens die Wet voorgeskryf word, en werkemers moet tydkaarte byhou soos deur die werkewer vereis word.

**24. INDIENSNEMING VAN WERKNEMERS**

(1) Lede van die vakvereniging onderneem om alleenlik by lede van die werkgewersorganisasie in diens te tree en lede van die werkgewersorganisasie onderneem om alleenlik lede van die vakvereniging in diens te neem: Met dien verstande dat hierdie bepaling nie van toepassing is nie wanneer die lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder grondige redes geweier is en die betrokke werkemmer of werkewer sodanige weiering binne 14 dae aan die Raad geraporteer het.

(2) Die bepaling van hierdie klousule is nie ten opsigte van 'n immigrat gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnekomen het, van toepassing nie: Met dien verstande dat, as 'n immigrat te eniger tyd na die eerste drie maande vanaf die datum waarop hy in die Nywerheid in diens geneem is, 'n uitnodiging van die vakvereniging om lid daarvan te word, geweier het, die bepaling van hierdie klousule onmiddellik in werking tree.

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

**25. VRYSTELLINGS**

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

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

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

(4) 'n Werkewer moet die gewysigde voorwaardes soos geskep deur 'n vrystellingsertifikaat wat ooreenkomsdig die bepaling van hierdie klousule verleen is, nakom.

**26. ALGEMENE FONDS**

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

(2) Die werkewer moet alle bedrae wat ooreenkomsdig die bepaling van subklousule (1) betaalbaar is, tesame met 'n staat wat die getal werkemers in sy diens en hul ambagte meld, ten opsigte van die vorige maand se gelde voor of op die sewende dag van elke maand aan die Sekretaris van die Raad stuur, en sodanige geldsending moet vergesel gaan van die besonderhede in subklousule (3) genoem.

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

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

Die bedrae in hierdie subklousule bedoel, moet voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrag verskuldig is, aan die Raad gestuur word.

**27. AGENTE**

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

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

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

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

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

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

## 28. REGISTRATION OF EMPLOYERS

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

(a) His full name;

(b) his business address;

(c) the trade of trades which he is carrying on in the Industry.

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

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

(2) Every employer in the Industry at the date of coming into operation of this Agreement, and every employer who enters the Industry after that date shall, within seven days of such date, or of the date on which such employer commences operations, as the case may be, lodge with the Council a guarantee acceptable to the Council to cover the payment in respect of his employees of two weeks—

(a) wages as prescribed in this Agreement;

(b) other financial obligations for which an employer is liable in terms of this or any other agreement of the Council:

Provided that the Secretary of the Council shall return such guarantee to the employer concerned after being notified of the termination of business.

(3) The Secretary shall maintain a register of all employers referred to in subclause (1).

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

## 29. EXHIBITION OF AGREEMENT

Each employer shall exhibit a legible copy of this Agreement in both official languages in every workshop, job or yard where he carries on his business, in a conspicuous position easily accessible to all his employees.

## 30. GENERAL

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, subclause or clause of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of the Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

## 31. ADMINISTRATION OF AGREEMENT

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

Signed at East London, on 10 January 1972.

G. C. H. ROBERTS, Chairman of the Council.

A. L. ROONEY, Vice-Chairman of the Council.

A. T. HARTLAND, Secretary of the Council.

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

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

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

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

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

## 28. REGISTRASIE VAN WERKGEWERS

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

(a) Sy volle naam;  
(b) sy besigheidsadres;  
(c) die ambag of ambagte wat hy in die Nywerheid beoefen.

(b) Die besonderhede wat by paraagraaf (a) vereis word, moet ook deur alle werkgewers wat na die datum van inwerkintreding van hierdie Ooreenkoms tot die Nywerheid toetree, vertrek word binne een maand vanaf die datum waarop hulle met hul werkzaamhede begin.

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

(2) Elke werkgever in die Nywerheid op die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat na daardie datum tot die Nywerheid toetree, moet binne sewe dae na sodanige datum of die datum waarop sodanige werkgever met sy werkzaamhede begin, na gelang van die geval, 'n waarborg by die Raad indien wat vir die Raad aanvaarbaar is, om die volgende betaling vir twee weke ten opsigte van sy werkneemers te dek:

(a) Lone soos in hierdie Ooreenkoms voorgeskryf;

(b) ander geldelike verpligte waaroor 'n werkgever ingevolge hierdie of enige ander ooreenkoms van die Raad aanspreeklik is:

Met dien verstande dat die Sekretaris van die Raad sodanige waarborg aan die betrokke werkgever moet terugbesorg nadat hy van die beëindiging van werkzaamhede in kennis gestel is.

(3) Die Sekretaris moet 'n register hou van alle werkgewers in subklousule (1) bedoel.

(4) Elke geregistreerde werkgever moet die Raad binne sewe dae skriftelik in kennis stel van alle veranderings in die besonderhede wat by registrasie verstrek is.

## 29. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei ampelike tale op 'n opvallende plek wat vir al sy werkneemers maklik toeganklik is, vertoon in elke werkinkel, werk of werk waar hy sy sake verrig.

## 30. ALGEMEEN

Geen werkgever of werkneemers mag van die bepalings van hierdie Ooreenkoms afsien nie, hetby genoemde bepalings 'n voordeel skep vir of 'n verpligting ople op die betrokke werkgever of werkneemers. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, onafhanklik van die bestaan van die ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms nie afdwingsbaar is nie of *ultra vires* van die bevoegdhede van die partye of die Minister, hetby voor- of nadat hierdie Ooreenkoms deur die Minister ooreenkomsdig die bepalings van die Wet in die *Staatskoerant* aangekondig is raak dit hoegenaamd nie die res van die Ooreenkoms nie, en in so 'n geval bestaan die Ooreenkoms uit sodanige res van die bepalings.

## 31. ADMINISTRASIE VAN OOREENKOMS

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

Op hede die 10de Januarie 1972 te Oos-Londen onderteken.

G. C. H. ROBERTS, Voorsitter van die Raad.

A. L. ROONEY, Ondervoorsitter van die Raad.

A. T. HARTLAND, Sekretaris van die Raad.

No. R. 718

5 May 1972

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

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Industry, published under Government Notice R. 717 of 5 May 1972 to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN, Minister of Labour.

No. R. 719

5 May 1972

**WORK RESERVATION DETERMINATION 13  
BUILDING INDUSTRY, CAPE PROVINCE AND NATAL****EXEMPTION IN RESPECT OF THE MAGISTERIAL DISTRICT OF EAST LONDON**

It is hereby notified for general information that the Minister of Labour has, in terms of section 77 (10) of the Industrial Conciliation Act, 1956, granted exemption from the provisions of Determination 13, published under Government Notice R. 1861 of 9 November 1962, to all employers and their employees who are bound by the Agreement relating to the Electrical Industry, East London, published under Government Notice R. 717 of 5 May 1972, with effect from the second Monday after the date of publication of this notice and for such period or periods as the said Agreement may be binding in terms of the said Act, to the extent that persons who are not White persons may be allowed in the said Industry to perform any work specified in the definition of "labourer" in clause 3 of the said Agreement.

The exemption has been granted on condition that it shall cease to operate in respect of any employer immediately such employer replaces a White person employed by him on work in respect of which exemption has been granted, by a person who is not a White person.

No. R. 718

5 Mei 1972

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

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid, gepubliseer by Goewermentskennisgewing R. 717 van 5 Mei 1972, oor die algemeen vir werkneemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet. M. VILJOEN, Minister van Arbeid.

No. R. 719

5 Mei 1972

**WERKRESERVERINGVASSTELLING 13  
BOUNYWERHEID, KAAPPROVINSIE EN NATAL  
VRYSTELLING TEN OPSIGTE VAN DIE LANDDROSSTRIK, OOS-LONDEN**

Hierby word vir algemene inligting bekendgemaak dat die Minister van Arbeid kragtens artikel 77 (10) van die Wet op Nywerheidsversoening, 1956, aan alle werkgewers en hul werkneemers vir wie die Ooreenkoms in verband met die Elektrotegniese Nywerheid, Oos-Londen, gepubliseer by Goewermentskennisgewing R. 717 van 5 Mei 1972 bindend is, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat genoemde Ooreenkoms kragtens genoemde Wet, bindend mag wees, vrystelling verleen het van die bepalings van Vassetting 13 wat by Goewermentskennisgewing R. 1861 van 9 November 1962 gepubliseer is, in dié mate dat persone wat nie Blanke persone is nie, toegelaat mag word om in genoemde Nywerheid enige werk te verrig wat in die omskrywing van "arbeider" in klousule 3 van genoemde Ooreenkoms gespesifieer is.

Die vrystelling is verleen op voorwaarde dat dit ten opsigte van enige werkewer sal verval sodra sodanige werkewer 'n Blanke wat by hom in diens is in werk ten opsigte waarvan vrystelling verleen is, vervang deur 'n persoon wat nie 'n Blanke persoon is nie.

# *Die Afrikaanse Woordeboek*

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