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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 850 25 May 1973

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—SERVICING SECTION 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 two 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;

(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) (a), 2, 9 (3) (g), 20 and 25 of Part I, 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 Districts of The Cape, Wynberg, Bellville and Simonstown, 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 and in that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 173 of 9 February 1973), fell within the Magisterial District of Wynberg; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the second Monday after the date of publication of this notice and for the

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 850 25 Mei 1973

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID, KAAP.—BEDIENINGSEKSEIOOREENKOMS

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 twee 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;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (g), 20 en 25 van Deel I, 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 landdrostdistrikte Die Kaap, Wynberg, Bellville en Simonstad, in daardie gedeeltes van die landdrostdistrikte Stellenbosch en Malmesbury wat voor die publikasie van onderskeidelik Goewermementskennisgewings 283 van 2 Maart 1962 en 171 van 8 Februarie 1957, binne die landdrostdistrik Bellville geval het en in daardie gedeelte van die landdrostdistrik Somerset-Wes wat voor 9 Maart 1973 (Goewermementskennisgewing 173 van 9 Februarie 1973), binne die landdrostdistrik Wynberg geval het; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 2, 9 (3) (g), 20 en 25 van Deel I, met ingang van die tweede Maandag na die

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period ending two years from the said Monday, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (3) (g), 20 and 25 of Part I, 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.

SCHEDULE

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

AGREEMENT

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

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

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

Amalgamated Engineering Union of South Africa
and the

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

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

PART I

1. SCOPE OF APPLICATION

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

(c) apply to "trainees" only to the extent to which they are not inconsistent with any provisions of the Training of Artisans Act, 1951, or any conditions prescribed in terms thereof;

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

(2) For purposes of this Agreement the weekly wage rate of apprentices prescribed under the Apprenticeship Act (Act 37 of 1944), shall be taken to be the weekly wage, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

(3) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of clauses 13 and 14 of Part I of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for a Rate D employee or paid at a rate not less than R191,10, excluding overtime, per month.

2. PERIOD OF APPLICATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period of two 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, as amended, shall have the same meaning as in that Act and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgevers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgevers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIese AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, aangegaan deur die

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

Radio, Appliance and Television Association of South Africa (hierna die "werkgevers" of die "werkgeversorganisasies" 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).

DEEL I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms—

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

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

(c) is van toepassing op "kwekelinge" slegs in die mate waarin dit nie met enige bepaling van die Wet op Opleiding van Ambagsmanne, 1951, of enige voorwaarde daarkragtens voorgeskryf, strydig is nie;

(d) is nie van toepassing op werkgevers en werknemers wat betrokke is by of in diens is in die Elektrotegniese Aannemingsgedeelte van die Nywerheid nie.

(2) Vir die toepassing van hierdie Ooreenkoms word die weekloon van vakleerlinge wat ingevolge die Wet op Vakleerlinge (Wet 37 van 1944), voorgeskryf word, geag die weekloon te wees en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone werkure wat in die betrokke bedryfsinrigting gewerk word.

(3) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin vermeld, geld die bepalings van klousules 13 en 14 van Deel I van die Ooreenkoms vir alle werknemers wat by operateursprosesse betrokke is en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms vir 'n loongroep D-werknemer voorgeskryf word of wat 'n loon van minstens R191,10 uitgesonderd oortyd, per maand betaal word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag vir 'n tydperk van twee jaar met ingang van daardie datum of vir dié tydperk wat die Minister vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet en 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, as amended, and includes a minor employed on probation in terms of the said Act, or serving under a written contract of apprenticeship recognised by the Council;

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

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

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

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

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

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

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

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

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

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

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

(i) electrical cables and overhead lines;

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

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

(i) the manufacture and/or assembly of the afore-mentioned equipment or component parts thereof;

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

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

"dagskof", uitgesonderd soos in Dele II en III van hierdie Ooreenkoms bepaal, behoudens die woordomskriving hierin wat die "tweeskofstelsel" en "driekofstelsel" dek, 'n tydperk van hoogstens agt en 'n half uur wat gewoonlik deur 'n werknemer tussen 6 v.m. en 6 n.m. van Maandag tot en met Vrydag gewerk word of 'n tydperk van hoogstens vyf uur wat hy tussen 6 v.m. en 12-uur middag op Saterdag werk: Met dien verstande dat wanneer 'n werkgewer nie van sy werknemer vereis om op meer as vyf dae gedurende 'n week te werk nie, dit enige sodanige tydperk van hoogstens 9½ uur tussen 6 v.m. en 6 n.m. vanaf Maandag tot en met Vrydag beteken;

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

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

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

"Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)" of "Nywerheid", sonder om die gewone betekenis van die uitdrukking 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, kabellaskwerk en die lê van kables, die oprigting van bognondse 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 bognondse 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 bognondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, het sy 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 bognondse 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 bognondse lyne;

(ii) generators, motore, konvertors, skakel- en kontroleuitrusting (met inbegrip van relês, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligtings-, verwarmings-, kook-, vries- en koeluitrusting, 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 op die werking van radio- of elektroniese uitrustings 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) 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;

"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 upon any of the classes of work scheduled in this Agreement and/or the annexures hereto;

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

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

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

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

"journeyman's work" means work for which wages are prescribed under Rate A in this Agreement;

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

"juvenile" means an employee between the age of 16 and 19 years employed on any of the classes of work scheduled in the Annexures to this Agreement in respect of which wages are prescribed, and in respect of whose employment a certificate has been issued by the Council in terms of clause 15 (2) (a) of Part I of this Agreement;

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

"n.e.s." means not elsewhere specified;

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

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

"templet" means a device for indicating the position of holes and/or attachments on the work and/or form and/or contour of the work;

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

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

(iv) die vervaardiging, herstel en versiening van tikmasjien- en kantoortoestelle;

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

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

"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 leerkontrak 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;

vervaardiging en herstel van elektriese instrumente;

aanleg van elektriese boggrondse lyne;

elektriese bedrading;

installering en/of onderhoud en/of versiening en/of bou van elektromediese toestelle en X-straaluitrusting; en

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

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

"werknemer" 'n persoon wat enigeen van die klasse werk verrig wat in hierdie Ooreenkoms en/of die aanhangsels daarvan genoem word;

"werkgewer" enigeen wat 'n persoon in diens neem of werk aan hom verskaf en hom besoldig of uitdruklik of stilswyend onderneem om hom te besoldig of wat enigeen hoegenaamd toelaat om hom op enige wyse in die uitoefening of dryf van sy besigheid te help;

"bedryfsinrigting" enige plek waar die Nywerheid of enige deel daarvan, soos hierin omskryf, uitgeoefen word;

"aansporingsbonus" werk waarvoor daar betaal word teen 'n loon gebaseer op die hoeveelheid of die opbrengs van werk wat ooreenkomstig klousule 10 van hierdie Ooreenkoms gedoen word;

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

"vakmanswerk" werk waarvoor lone onder loongroep A in hierdie Ooreenkoms voorgeskryf word;

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

"jeugdige" 'n werknemer tussen die ouderdom van 16 en 19 jaar, in diens in enigeen van die klasse werk wat in die Aanhangsels van hierdie Ooreenkoms genoem word en waarvoor lone voorgeskryf is en ten opsigte van wie se indiensneming 'n sertifikaat ingevolge klousule 15 (2) (a) van Deel I van hierdie Ooreenkoms deur die Raad uitgereik is;

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

"n.e.v." nie elders vermeld nie;

"nagskof", behoudens die omskrywings hierin wat "tweeskoftstelsel" en "drieskoftstelsel" dek, 'n tydperk van hoogstens 9½ uur wat 'n werknemer gewoonlik tussen 6 nm. en 6 vm. vanaf begintyd op Maandag tot begintyd op Saterdag werk;

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

"patroon" 'n toestel om die posisie van gate en/of hegstukke aan die werkstuk en/of vorm en/of kontoer van die werkstuk aan te wys;

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

"two-shift and/or three-shift system" means the method of operations in establishments working two or three shifts in any period of 24 hours for not less than three months in a single period;

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

4. WAGES AND/OR EARNINGS

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

(2) No employee shall be discharged by his employer as the result of the commencement of this Agreement and its application involving any change of the wage rate affecting such employee and/or description of any class of work contained in this Agreement in relation to the wage rate and classes of work as prescribed in the agreement published under Government Notice R. 289 of 3 March 1971: Provided that the provisions of this subsection shall not abrogate the rights of an employer or an employee under the "Termination of Employment" provisions (clause 12 of Part I of this Agreement) in relation to the right to terminate a contract of service.

(3) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified at Rates A to H inclusive shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date is in excess of the rate specified for his class of work in the Table of Wage Rates applicable immediately prior to the said date, be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an amount for his class of work as follows:

Work classified at Rate A.....	10 cents per hour.
Work classified at Rate AA.....	8 cents per hour.
Work classified at Rate B, C and D.....	5 cents per hour.
Work classified at Rate DD.....	4 cents per hour.
Work classified at Rates DDD, E and F....	3 cents per hour.
Work classified at Rates G and H.....	2 cents per hour.

Provided that no employee shall be paid wages at a rate less than the rate for his class of work shown in the Table of Wage Rates or elsewhere contained in this Agreement. For purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed on "Incentive Bonus Work" in terms of section 10 of Part I of this Agreement.

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

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

Rate A (n.e.s.)	Rate per hour
(i) Domestic appliance mechanic's work.....	R1,15 After six months continuous employment with the same employer R1,35
(ii) Electrician's work.....	
(iii) Radiotrician's work.....	
(iv) Refrigerator mechanic's work.....	
(v) Fitters.....	
(vi) Fitters and turners.....	
(vii) Die and/or jig and/or tool makers.....	
(viii) Instrument making and/or repairing.....	
(ix) Inspecting when performed by inspectors having journeyman's qualifications.....	
(x) Templet makers.....	
(xi) Sheet metal workers.....	
(xii) Journeyman's work.....	
(xiii) Radio and television mechanician.....	

The rate of R1,35 per hour for Rate A work after the completion of six months continuous employment with the same employer shall not apply to fifth year apprentices for whom the minimum rate shall be R1,15 per hour for the duration

"kwekeling" 'n persoon wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne, 1951, ondergaan;

"tweeskof- en/of drieskofstelsel" die werkmethode in bedryfs-inrigtings wat twee of drie skofte in 'n tydperk van 24 uur vir minstens drie maande in 'n enkele tydperk werk;

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

4. LONE EN/OF VERDIENSTE

(1) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig of vir werk wat deel van sodanige klas werk uitmaak, moet steeds minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer in diens is en dieselfde werk of enige ander werk verrig waarvoor 'n laer loon voorgeskryf word.

(2) Geen werknemer mag as gevolg van die inwerkingtreding van hierdie Ooreenkoms en die toepassing daarvan, wat 'n verandering meebring in die loon van sodanige werknemer en/of in die omskrywing van enige klas werk soos in hierdie Ooreenkoms vervat in verband met die loon en klasse werk soos voorgeskryf in die ooreenkoms gepubliseer by Goewermentskennisgewing R. 289 van 3 Maart 1971, deur sy werkgewer ontslaan word nie: Met dien verstande dat hierdie subklousule nie inbreuk maak nie op die regte van 'n werkgewer of 'n werknemer kragtens die bepalings insake "Beëindiging van diens" (klousule 12 van Deel I van hierdie Ooreenkoms) in verband met die reg om 'n dienskontrak te beëindig.

(3) Elke werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die diens van 'n werkgewer werk verrig wat ingedeel is onder Loon A tot en met H moet, terwyl hy in diens van dieselfde werkgewer is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër gewees het as die loon wat vir sy klas werk in die Tabel van Loonskale van toepassing onmiddellik voor genoemde datum gespesifiseer is, of nie, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n bedrag vir sy klas werk soos volg:

Werk ingedeel onder Loon A.....	10 sent per uur.
Werk ingedeel onder Loon AA.....	8 sent per uur.
Werk ingedeel onder Lone B, C en D.....	5 sent per uur.
Werk ingedeel onder Loon DD.....	4 sent per uur.
Werk ingedeel onder Lone DDD, E en F....	3 sent per uur.
Werk ingedeel onder Lone G en H.....	2 sent per uur.

Met dien verstande dat geen werknemer lone op 'n laer skaal betaal mag word nie as die skaal vir sy klas werk in die Tabel van Loonskale aangetoon of elders in hierdie Ooreenkoms vervat. Vir die doeleindes van hierdie Ooreenkoms is die loon wat ooreenkomstig hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat "Aanspoeringsbonuswerk" ooreenkomstig klousule 10 van Deel I van hierdie Ooreenkoms verrig.

Geen werkgewer mag aan werknemers (uitgesonderd vakleerlinge of kwekelinge) wat enigeen van die klasse werk verrig wat in hierdie Ooreenkoms of in Aanhangsels B tot G hiervan gespesifiseer word, lone en/of verdienste betaal nie wat laer is as dié wat teenoor sodanige klasse gemeld word, en geen werknemer mag lone en/of verdienste wat laer is as dié teenoor sodanige klasse gemeld, aanneem nie.

Niemand, uitgesonderd 'n vakman of 'n vakleerling of 'n kwekeling, mag, sonder die toestemming van die Raad werk verrig wat onder Loon A ingedeel is nie.

Loon A (n.e.v.)

- | | |
|--|---|
| (i) Die werk van 'n werktuigkundige vir huishoudelike toestelle..... | R1,15
Na ses maande ononderbroke diens by dieselfde werkgewer, R1,35 |
| (ii) Die werk van 'n elektrisiën..... | |
| (iii) Die werk van 'n radiotrisiën..... | |
| (iv) Die werk van 'n koelkaswerktuigkundige..... | |
| (v) Monteur..... | |
| (vi) Monteur-draaier..... | |
| (vii) Stempel- en/of setmaat- en/of gereedskapmaker..... | |
| (viii) Instrumentmakers- en/of -herstelwerk..... | |
| (ix) Inspeksiewerk, wanneer verrig deur inspekteurs met die kwalifikasies van 'n vakman..... | |
| (x) Patroonmaker..... | |
| (xi) Plaatmetaalwerker..... | |
| (xii) Vakman..... | |
| (xiii) Radio- en -televiesiemeganikus..... | |

Die loon van R1,35 per uur vir Loon A-werk na voltooiing van ses maande ononderbroke diens by dieselfde werkgewer is nie van toepassing nie op vyfdejaervakleerlinge vir wie die minimum loon R1,15 per uur vir die duur van die kontrak is: Met

of the contract: Provided that upon completion of the apprenticeship contract the minimum rate of such employee shall be not less than R1,35 per hour whilst continuously in the employ of the same employer.

Rate AA**Rate per hour**

Machinist's work, viz. shaping, slotting, planing, milling (excluding universal milling), grinding, (excluding universal grinding) and the operation of gear cutting and rotary machine tools, excluding centre laths (with or without copying and/or profiling attachments), boring mills (vertical, horizontal and turret type—with or without copying and/or profiling attachments), die-sinking machines and universal machining (Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments including rules, calipers and the like)

R1,15
After six months continuous service with the same employer
R1,20
After 12 months continuous service with the same employer
R1,25

Rate D**Rate per hour
Cents**

Arc and/or gas cutting (n.e.s.)
Hand welding by mechanically-fed electrodes
Hot and/or cold bending and/or forming to jigs and/or stops in power operated press brake and/or folding machine
Operating power-driven or hydraulic press (n.e.s.), including the affixing and/or removal of dies where there is positive location (excluding structural metal work)
Drilling and/or countersinking and/or reaming (n.e.s.), including the use of adjustable reamers provided they are pre-set by a Rate A or AA employee, including the sharpening of drills
Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up but including the use of fixed gauges)
Drilling with jigs and/or fixtures
Operating single-head oxy-acetylene profiling and/or straightline cutting machine
Operating power saw (n.e.s.) including marking off with rule and/or tape only and including setting of stops (machine shop work)
Preliminary tack welding for positioning of jobs prior to welding, riveting or bolting up (runs of not more than one inch in length)
Repetition welding and/or brazing in jigs
(Repetition welding and/or brazing in jigs means that the jig must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the jig, and thereafter the same employee must complete the weld on the article when it is removed from the jig.)
Operating drop forging machine, including the removal and/or affixing of dies where there is positive location (n.e.s.)
Operating roll forging machine
Tool grinding in jigs
Bending of tubes and/or sections in manually operated machines to templates
Metal spraying for decorative purposes
Chipping for welding and/or caulking
Hydraulic and/or pneumatic gap machine reworking
Operating automatic submerged arc and/or gas shielded wire and/or flux corded wire arc welding machine, including setting up
Operating cold circular saw to marks and/or stops (structural metal work) (n.e.s.)

98

Rate DD

Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up)
(For the purpose of the above "semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools before and after the power cycle takes over

70

dien verstande dat, na voltooiing van die leerkontrak, die minimum loon van sodanige werknemer minstens R1,35 per uur is terwyl hy ononderbroke by dieselfde werkgever in diens is.

Loon AA**Loon per uur**

Masjiniërswerk, nl. fatsoenering, gleufwerk, skaafwerk, freeswerk (uitgesonderd universele freeswerk), slypwerk (uitgesonderd universele slypwerk) en die bediening van ratfrees- en draaimasjiengereedskap, uitgesonderd senterdraaibanke (met of sonder kopieer- en/of profielhegstukke), draai- en boorbanke (vertikale, horisontale en toringtype—met of sonder kopieer- en/of profielhegstukke), stempelsnymasjiene en universele masjienwerk
(Werknemers wat masjienwerk verrig, moet toegelaat word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel en te werk volgens en met presisiemeetinstrumente met ingegrip van meetstokke, meetpassers, ens.)

R1,15
Na ses maande ononderbroke diens by dieselfde werkgever, R1,20
Na 12 maande ononderbroke diens by dieselfde werkgever, R1,25

Loon D**Loon per uur
Sent**

Boog- en/of gassnywerk (n.e.v.)
Handswaiswerk met meganics aangevoerde elektrodes
Warm en/of koue buigwerk en/of fatsoenering volgens setmate en/of stuiters in kragaaangedrewe persrem- en/of voumasjiene
Bediening van kragaaangedrewe of hidrouliese pers (n.e.v.), met inbegrip van die aanbring en/of verwydering van stempels met positiewe plekbepaling (uitgesonderd boumetaalwerk)
Boor- en/of versink- en/of ruimwerk (n.e.v.), met inbegrip van die gebruik van verstelbare ruimers mits hulle vooraf gestel is deur 'n Loon A- of AA-werknemer, met inbegrip van die skerpmmaak van bore
Masjienwerk aan herhalingswerk d.m.v. setklemme en/of setmate en/of stuiters, waar die werksiklus met die hand uitgevoer word (uitgesonderd die opstelling, maar met inbegrip van die gebruik van vaste meters)
Boorwerk met setmate en/of setklemme
Bediening van enkelkop-oksiasetileenprofileer- en/of reguitsnymasjiene
Bediening van kragsaag (n.e.v.), met inbegrip van afmerk met 'n meetstok en/of meetband alleenlik en met inbegrip van stelwerk aan stuiters (masjienwinkelwerk)
Voorlopige hegsweiswerk om werkstukke voor sweising in posisie te plaas, klink- of bouwerk (lae van hoogstens een duim lank)
Herhalende sweiswerk en/of sweissoldeerwerk in setmate
(Herhalende sweiswerk en/of sweissoldeerwerk in setmate beteken dat die setmaat op so 'n manier gemaak moet word dat die werknemer die grootste hoeveelheid sweis- en/of sweissoldeerwerk aan die artikel in die setmaat kan verrig, en daarna moet dieselfde werknemer die sweis van die artikel voltooi wanneer dit uit die setmaat verwyder word.)
Bediening van valsmeeasjiene, met inbegrip van die verwydering en/of aanbring van stempels waar daar 'n aanduiding van plasing is (n.e.v.)
Bediening van rolsmeemasjiene
Die slyp van gereedskap in setmate
Die buig van buise en/of seksies in handmasjiene volgens patrone
Metaalspuitwerk vir versieringsdoeleindes
Kapwerk vir sweis- en/of kalfaterwerk
Hidrouliese en/of lugdrukmasjienklinkwerk
Bediening van outomatiese versinkte boog- en/of gasbeskutte draad- en/of vloeimiddelkerndraadboogswemasjiene, met inbegrip van opstelling daarvan
Bediening van koue sirkelsaag volgens merke en/of stuiters (boumetaalwerk) (n.e.v.)

98

Loon DD

Herhalende bediening of oppas van halfoutomatiese masjiene waar die werksiklus kragaaandrywing het en die eindpunt beheer word deur outomatiese estuiters (uitgesonderd opstelling)
(Vir die toepassing van bostaande beteken "half-outomatiese masjiene" 'n masjiene waarop dit nie nodig is om die werk met die hand te sentreer of in lyn te bring nie en waar handwerk-saamhede beperk is tot die laai van die werkstuk in die kloukop of vashoutoestel van die masjiene, die aansit van die masjiene, die aanstoot of terugtrek van die gereedskap voor en nadat die kragiklus oorneem en die stopsit

70

Rate DDD	Rate per hour Cents	Loon DDD	Uurloon Sent
Repetition operation of or attending machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up)	52	Herhalende bediening of oppas van masjiene wat ontwerp is vir of permanent aangepas is vir enkelgereedskapwerk en waar dit nie nodig is om die werk te sentreer of met die hand in lyn te bring nie en waar die handwerkzaamhede beperk is tot die laai van die werkstuk in die kloukop of vashoutoestel van die masjien, die aansit, bediening en/of oppas, stopsit en ontlai van die masjien (uitgesonderd opstelling daarvan).....	52
Drilling and/or countersinking to jigs and/or steel templates and/or stops and/or reaming using non-adjustable reamers, excluding radial drilling machines (size of drilled holes not to exceed 26 mm).....		Boor- en/of versinkwerk volgens setmate en/of staalpatrone en/of stuiters en/of ruimwerk waarby nie-verstelbare ruimers gebruik word, uitgesonderd radiaalboormasjiene (die grootte van die geboorde gate mag hoogstens 26 mm wees).....	
Rate E		Loon E	
Metal spraying for protective purposes.....	46	Metaalspuitwerk vir beskermingsdoeleindes.....	46
Rough grinding to templates and/or marks and/or gauges (structural metal work).....		Ru-slypwerk volgens patrone en/of merke en/of meters (boumetaalwerk).....	
Production broaching on automatic and/or semi-automatic machines where the operations prior to and after ramming are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up).....		Produkiesprofielruimwerk op outomatiese en/of halfoutomatiese masjiene waar die werksaamhede voor en na stampwerk beperk is tot die laai, aansit, stopsit en ontlai van die masjien (uitgesonderd opstelling daarvan).....	
Rate F		Loon F	
Supervising employees employed on classes of work scheduled below Rate F (when so appointed).....	42	Toesighouding oor werknemers wat klasse werk verrig wat onder Loon F ingedeel is (wanneer aldus aangestel).....	42
Rate G		Loon G	
Attending fully-automatic machines, including random checking with fixed gauges..... [For the purpose of the above "fully-automatic machine" is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical-arm fed) and the manual operations are limited to setting the machine in motion, feeding a new bar into the machine or loading the magazine as the case may be, and stopping the machine.]	31	Bediening van volkome outomatiese masjiene, met inbegrip van steekproefwerk van vaste mate..... [Vir die toepassing van bostaande beteken "volkome outomatiese masjien" 'n masjien met 'n staafvoer of 'n masjien uitgerus met 'n outomatiese kloutoestel (d.w.s. magasyn- en/of tafel- en/of meganiese armvoer) en waar die handwerkzaamhede beperk is tot die aansit van die masjien, die voer van 'n nuwe staaf in die masjien of die laai van die magasyn, na gelang van die geval, en die stopsit van die masjien.]	31
Dressing and/or deburring by hand and/or by grinding and/or portable power tools.....		Afwerking en/of afbaardwerk met die hand en/of met slyp- en/of verplaasbare kraggereedskap..	
Operating drop hammer (drop hammer driving)		Bediening van valhamer.....	
Operating power hammer (hammer driving) under instruction of a Rate A to D employee		Bediening van kraghamer in opdrag van 'n Loon A- tot D-werknemer.....	
Operating manual machine designed for or permanently adapted for one only operation where it is not necessary to centralise or true the work by hand.....		Bediening van handmasjien ontwerp vir of permanent aangepas vir slegs een werksaamheid, waar dit nie nodig is om die werk met die hand te sentreer of in lyn te bring nie.....	
Operating power saw for repetitive cutting off to stops and/or length gauges, excluding setting of stops (machine shop work) (other than in toolroom).....		Bediening van kragzaag vir herhalende snywerk volgens stuiters en/of lengtemeters, uitgesonderd opstelling van stuiters (masjienwinkwerk) (uitgesonderd in gereedskapkamer).....	
Operating butt and/or flash and/or projection and/or resistance and/or spot welding machine		Bediening van stuike- en/of flits- en/of projeksie- en/of weerstand- en/of puntsweisemasjien.....	
Riveting (10 mm diameter or less).....		Klinkwerk (10 mm of minder in deursnee).....	
Repetition cutting and/or cropping and/or shearing to stops, excluding setting up (machine shop work).....		Herhalende saag- en/of afknip- en/of afskuiwerk volgens stuiters, uitgesonderd opstel daarvan (masjienwinkwerk).....	
Striking by hand hammer under instruction of a Rate A to D employee.....		Klopwerk met handhamer in opdrag van 'n Loon A- tot D-werknemer.....	
Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templates.....		Bediening van verplaasbare hand- en/of voetstukslypmasjien waar die bediener nie volgens merke en/of meters en/of groottes en/of patrone hoef te slyp nie.....	
Screwing machine operating, excluding setting up.....		Bediening van draadsnymasjiene, uitgesonderd opstel daarvan.....	
Application of anti-corrosive and/or anti-fouling and/or protective coatings.....		Aanwending van korrosiewerende en/of vuilwerende en/of beskermende lae.....	
Affixing of slings under instruction of a Rate A to D employee.....		Aanbring van stroppe volgens instruksies van 'n Loon A- tot D-werknemer.....	

Rate G

Rate per hour
Cents

Hydraulic testing and/or testing by air, other than the preparatory work.....
 Metal buffing and/or polishing.....
 Metal cleaning by degreasing and/or pickling..
 Rethreading and/or re-tapping and/or re-claiming of nuts and/or bolts.....
 Straightening and/or flattening of gussets and/or cleats.....
 Stripping and/or punching of forgings and/or stampings using pre-set dies.....
 Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths....
 Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies excluding press brakes and the setting of dies..
 Hot dip coating and/or galvanising under supervision of a Rate A to D employee.....
 Repetition roller bending of material not exceeding 10 gauge.....
 Repetition tapping by machine.....
 Metal coating by dipping.....
 Operating tumbling barrel.....
 Sand and/or shot and/or hydro and/or grit blasting.....
 Operation of and/or attending special purpose machines, including the use of fixed gauges, where the manual operations are limited to loading, setting machine in motion, stopping and unloading the machine, excluding setting up.....
 Rough straightening and/or rough flattening of material, excluding the use of rules and straight edges.....
 Repetition cutting to stops on reciprocating and/or friction saws (structural metal work).....

31

Rate H

Cutting of scrap other than in workshop.....
 Boiler stoking and/or attending.....
 Heat treatment furnace loading and/or unloading and/or stoking and/or quenching under instruction of a Rate A to D employee.....
 Holding up for riveting.....
 Rivet heating.....
 Descaling by chipping and/or scraping of ships and/or boilers.....
 Dipping in enamel and/or lacquer and/or paint.....
 General labouring, including assisting Rate A to D employees.....
 Removal of rust and/or coatings.....
 Baling of scrap.....
 Oiling and/or greasing.....
 Packing of manufactured articles for despatch or sale.....
 Stamping and/or affixing metal labels and/or nameplates.....

27

Rate per week

- Watchman's work..... R13,35
 (a) The ordinary hours of work shall not exceed 12 hours per shift for a six-day week.
 (b) In the event of a lesser number of hours than prescribed in (a) being worked, the rate per week may be reduced pro rata.
 (c) The Agreement conditions relating to hours of work, overtime and payment for work on Sundays and certain public holidays and night shift work shall not apply to this class of employee.

Rate per hour
Cents

Vehicle driving:

Driving of any vehicle authorised to carry a pay-load:

Up to and including 907 kg.....	40,5
Over 907 kg and up to 2 722 kg.....	43
Over 2 722 kg and up to 4 536 kg.....	62,5
Over 4 536 kg and up to 6 350 kg.....	74
Over 6 350 kg.....	76

Loon G

Loon per uur
Sent

Hidrouliese toetswerk en/of toetswerk met lug, uitgesonderd die voorbereidingswerk.....
 Metaalskuur- en/of -poleerwerk.....
 Skoonmaak van metaal deur ghriesverwydering en/of bytmiddelaanwending.....
 Nasny van skroefdraad en/of moerdraad en/of herwinning van moere en/of bout.....
 Reguitmaak en/of platmaak van knoopplate en/of klampe.....
 Stroopwerk en/of ponswerk aan smeestukke en/of stempelwerk met voorafgesette stempels.....
 Oppas van skoonmaak- en/of ghriesverwyderings- en/of suur- en/of spoel- en/of smelt-middelbaddens.....
 Skroef- en/of trap- en/of handperswerk en/of inkoopwerk en/of kragperswerk waar die werk verrig word met voorafgestelde stempels uitgesonderd persremme en die opstelling van stempels.....
 Warmdoppellaagwerk en/of galvanisering onder toesig van 'n Loon A- tot D-werknemer
 Herhalende rolbuigwerk aan materiaal van hoogstens 10-maat.....
 Herhalende moerdraadsnywerk met 'n masjien..
 Bedekking van metaal met lae deur indompeling
 Bediening van poetstrommel.....
 Sand- en/of hael- en/of water- en/of gruisblaaswerk.....
 Bediening en/of oppas van masjiene vir 'n spesiale doel, met inbegrip van die gebruik van vaste meters, waar die handwerksaamhede beperk is tot die laai, aansit, stopsit en ontlai van die masjien, uitgesonderd die opstel daarvan.....
 Ruwe reguitmaak- en/of ruwe pletwerk aan materiaal, sonder die gebruik van meetstokke en reihoute.....
 Herhalende saagwerk volgens stuiters met wederkerige en/of wrywingsae (bounmetaalwerk).....

31

Loon H

Sny van afvalmateriaal behalwe in werkwinkel
 Stook en/of oppas van ketel.....
 Hittebehandelingsoond laai en/of ontlai en/of stook en/of uitdoof in opdrag van 'n Loon A- tot D-werknemer.....
 Teenhou vir klinkwerk.....
 Verhitting van klinknaels.....
 Ontskaling deur blikking en/of skraping van skepe en/of stoomketels.....
 Indompeling in emalje en/of lak en/of verf.....
 Algemene arbeiderswerk, met inbegrip van hulpverlening aan Loon A- tot B-werknemers.....
 Verwydering van roes en/of lae.....
 Baal van afval.....
 Olie en/of smeer.....
 Verpakking van vervaardigde artikels vir versending of verkoop.....
 Stempel en/of aanbring van metaaletikette en/of naamplate.....

27

Loon per week

- Die werk van 'n wag..... R13,35
 (a) Die gewone werkure mag hoogstens 12 uur per skof vir 'n sesdag-week wees.
 (b) Ingeval minder ure gewerk word as wat in (a) voorgeskryf word, kan die weekloon pro rata verminder word.
 (c) Die Ooreenkomsvoorwaardes betreffende werkure, oortydwerk en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk is nie op hierdie klas werknemer van toepassing nie.

Loon per uur
Sent

Voertuie dryf:

- (i) Enige voertuig dryf wat gemagtig is om loonvrag te vervoer van:

Tot en met 907 kg.....	40,5
Meer as 907 kg en tot 2 722 kg.....	43
Meer as 2 722 kg en tot 4 536 kg.....	62,5
Meer as 4 536 kg en tot 6 350 kg.....	74
Meer as 6 350 kg.....	76

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

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

	Rate per week R
Pupil engineers and/or approved students:	
First year of pupilage.....	28,80
Second year of pupilage.....	40,05
Third year of pupilage and thereafter.....	41,40

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

(4) Any employee who at the date of coming into operation of this Agreement was already in receipt of wages in excess of those prescribed for an employee of his class, shall, subject to the provisions of clause 4 (1) and (3), continue to receive such higher wages whilst employed by the same employer on the same class of work.

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

5. HOURS OF WORK

(1) Except as is elsewhere provided—

(a) the ordinary hours of work shall not exceed 45 in any one week for—

(i) employees on day shift and/or night shift;
(ii) employees working on the two-shift and/or three-shift systems;

(b) the ordinary hours per shift shall not exceed those specified in relevant definitions of "day shift" and/or "night shift" in clause 3 of this Part of the Agreement.

(2) An employee engaged on incentive bonus work shall be allowed a rest period of 10 minutes as near as possible to the middle of the morning and afternoon work periods, such rest periods to be reckoned as working time, and paid for at the hourly rate of wages prescribed for an employee performing the same class or classes of work as such employee.

(3) The maximum overtime that may be worked shall not exceed 10 hours per week without the prior permission of the Council.

(4) In any establishment engaged in the two- and/or three-shift system, no employer shall work at night time for more than 12 consecutive working days, and no employee engaged in such establishment shall work more than one shift in any period of 24 hours, except when a change in the rotation of shifts makes this necessary.

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

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

(a) between 6 o'clock p.m. and 6 o'clock a.m.; or

(b) after 1 o'clock p.m. on more than five days in any week.

(ii) No employee, who is a female, shall be required or permitted to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(a) "Loonvrag" beteken die netto dravermoë of die netto vrag wat 'n voertuig mag vervoer of sleep ingevolge 'n motorvervoersertifikaat wat deur 'n plaaslike padvervoerraad ingevolge die Motortransportwet, 1930, ten opsigte van sodanige voertuig uitgereik is, met inbegrip van enige sleepwa terwyl dit daaraan gekoppel is, of in die afwesigheid van sodanige bepaling in sodanige sertifikaat die vrag gespesifiseer in 'n sertifikaat wat deur die Raad uitgereik is.

(b) "Voertuig" beteken 'n vervoermiddel wat deur ander krag as mense- of dierekrag voortbeweeg word, en omvat 'n trekker.

	Loon per week R
Leerling-ingenieurs en/of goedgekeurde studente:	
Eerste jaar leerlingskap.....	28,80
Tweede jaar leerlingskap.....	40,05
Derde jaar leerlingskap en daarna.....	41,40

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

(4) 'n Werknemer wat op die inwerkingtreddingsdatum van hierdie Ooreenkoms reeds 'n loon ontvang wat hoër is as dié wat vir 'n werknemer van sy klas voorgeskryf word, moet, behoudens klousule 4 (1) en (3), steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgever in dieselfde klas werk in diens is.

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

5. WERKURE

(1) Behoudens andersluidende bepalings, is—

(a) die gewone werkure hoogstens 45 in enige bepaalde week vir—

(i) werknemers op dagskof en/of nagskof;
(ii) werknemers wat volgens 'n tweeskofstelsel en/of drieskofstelsel werk;

(b) die gewone werkure per skof hoogstens dié in die betrokke woordskrywings van "dagskof" en/of "nagskof" in klousule 3 van hierdie Deel van die Ooreenkoms gespesifiseer.

(2) 'n Werknemer wat aansporingsbonuswerk verrig, moet 'n ruspouse van 10 minute so na as moontlik aan die middel van die oggend- en namiddagwerktyd toegestaan word en daardie pouse moet as werktyd beskou word en daarvoor moet die uurloon betaal word soos voorgeskryf vir 'n werknemer wat dieselfde klas of klasse werk verrig as wat deur daardie werknemer verrig word.

(3) Die maksimum oortyd wat sonder voorafgaande toestemming van die Raad gewerk mag word, is 10 uur per week.

(4) In elke bedryfsinrigting waar daar volgens 'n tweeskofstelsel en/of drieskofstelsel gewerk word, mag geen werknemer langer as 12 agtereenvolgende werkdae nagwerk verrig nie, en geen werknemer wat in sodanige bedryfsinrigting in diens is, mag meer as een skof in 'n tydperk van 24 uur werk nie, behalwe wanneer dit vir 'n verandering in skofbeurte noodsaaklik is.

(5) Geen werknemer mag verplig of toegelaat word om sonder 'n ononderbroke pouse van minstens een uur vir langer as vyf uur aaneen te werk nie: Met dien verstande dat vir die toepassing van hierdie klousule, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word ononderbroke te wees.

(6) (i) Geen vroulike werknemer mag verplig of toegelaat word om soos volg te werk nie:

(a) Tussen 6 nm. en 6 vm.; of

(b) na 1 nm. op meer as vyf dae in 'n week.

(ii) Geen vroulike werknemer mag verplig of toegelaat word om soos volg oortyd te werk nie:

(a) Vir langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

- (c) on more than 60 days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless she has—
 - (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) has been paid an allowance of not less than 15 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

(1) Except as provided for in subclauses (2), (3) and (4) of this clause, any time worked by employees after the completion of the normal shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:

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

(b) thereafter, at one and one-half times the hourly rate until the usual starting time of the employee's next normal shift: Provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and one-third times the hourly rate for the first six hours reckoned from the starting time on an ordinary working day and at one and one-half times the hourly rate thereafter.

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

(3) Whenever an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times the hourly rate for the time worked until the usual starting time of the shift.

(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five-day week shall be paid at one and one-third times his hourly rate for the first six hours reckoned from when he starts work and at one and one-half times his hourly rate thereafter. An employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in subclause (1) of this clause: Provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For purposes of this subclause, "usual starting time" means the usual starting time on an ordinary working day.

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

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

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

(8) An employee shall be given one day off in each week and if he is employed on such day he shall be paid at the rate of one and two-third times the hourly rate for the time worked

- (c) op meer as 60 dae in 'n jaar;
- (d) langer as een uur op 'n dag na voltooiing van haar gewone werkkure, tensy sy—

- (i) voor 12-uur middag daarvan in kennis gestel is; of
- (ii) van 'n toereikende ete voorsien is voordat hy met oortydwerk moet begin; of
- (iii) betyds 'n toelae van minstens 15c betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

6. OORTYDWERK EN BETALING VIR WERK OP SONDAE EN SEKERE OPENBARE FEESDAE, VAN TOEPASSING OP ALLE WERKNEMERS, UITGESONDERD DIE VIR WIE SPESIALE VOORSIENING IN DEEL III VAN HIERDIE OOREENKOMS GEMAAK WORD

(1) Behoudens subklousules (2), (3) en (4) van hierdie klousule, word alle tyd wat deur werknemers gewerk word na voltooiing van die gewone skof in die betrokke bedryfsinrigting, as oortydwerk gereken, waarvoor soos volg betaal moet word:

(a) Teen een en 'n derde maal die uurloon gedurende die eerste ses uur wat onmiddellik op die gewone skof volg;

(b) daarna, teen een en 'n half maal die uurloon tot die gewone aanvangstyd van die werknemer se volgende gewone skof: Met dien verstande dat in die geval van bedryfsinrigtings wat vyf dae per week werk, daar vir tyd wat op Saterdag gewerk word, teen een en 'n derde maal die uurloon betaal moet word vir die eerste ses uur, gereken vanaf die aanvangstyd op 'n gewone werkdag en teen een en 'n half maal die uurloon daarna.

(2) As 'n werknemer enige tyd na ses uur na voltooiing van sy gewone skof vir dringende werk uitgeroep word, moet hy een en 'n half maal sy uurloon betaal word vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het tot die gewone aanvangstyd van sy volgende gewone skof: Met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in elk geval een en 'n half maal sy uurloon betaal moet word vir die tyd wat van middernag af tot die gewone aanvangstyd van sy volgende gewone skof gewerk word.

(3) Wanneer daar van 'n werknemer vereis word om voor die gewone aanvangstyd vir daardie dag van die week vir werk aan te meld, moet hy een en 'n half maal die uurloon betaal word vir die tyd wat hy tot die gewone aanvangstyd van die skof werk.

(4) In alle gevalle waar 'n werknemer op 'n Saterdag op sy eie versoek vroeër as die gewone aanvangstyd begin werk, moet 'n werknemer wat vyf dae per week werk, een en 'n derde maal sy uurloon betaal word vir die eerste ses uur, gereken vanaf die tydstop wanneer hy begin werk, en een en 'n half maal sy uurloon daarna. 'n Werknemer wat ses dae per week werk, moet sy gewone uurloon betaal word vir die gewone werkkure op 'n Saterdag en daarna betaal word soos in subklousule (1) van hierdie klousule bepaal: Met dien verstande dat indien die werknemer meer as twee uur voor die gewone aanvangstyd begin werk, hy vir alle tyd tot twee uur voor die gewone aanvangstyd gewerk, een en 'n half maal die uurloon van die werknemer betaal moet word. Vir die toepassing van hierdie subklousule beteken "gewone aanvangstyd" die gewone aanvangstyd op 'n gewone werkdag.

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

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

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

(8) Aan 'n werknemer moet een vry dag in elke week toegestaan word, en indien hy op so 'n dag moet werk, moet hy een en twee derde maal die uurloon betaal word vir die tyd wat

until the usual starting time next day: Provided that in no case shall he receive less than a minimum of four hours' pay at one and two-third times the hourly rate in respect of hours worked prior to noon. Where such work extends into the afternoon period, a minimum payment of eight hours at one and two-third times the hourly rate shall apply.

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

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

(ii) subclause (6) and the proviso to subclause (8) hereof shall not apply to employees on standby duty.

(10) For the purpose of subclause (9)—

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

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

(a) For the hours worked before midnight—at one and one-half times the ordinary hourly rate plus 10 per cent;

(b) after midnight until completion of the shift—at the ordinary hourly rate plus 10 per cent.

(12) For the purpose of this clause—

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

"usual starting time" means the starting time on an ordinary working day.

(13) Notwithstanding the provisions of subclause (1) of this clause, where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided—

(a) that if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and

(b) that where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 9 (1) of this Part of the Agreement.

(14) Any employee who is aggrieved by the application to him of any of the provisions of subclause (13) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

7. NIGHT-SHIFT WORK

(1) Subject to the provisions of subclause (4) hereof, night-shift work shall be paid at the rate of ordinary time plus 10 per cent.

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

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

hy gewerk het, en wel tot die gewone aanvangstyd op die volgende dag: Met dien verstande dat hy in geen omstandighede minder as vier uur se besoldiging teen een en twee derde maal die uurloon mag ontvang vir ure wat hy voor 12-uur middag gewerk het nie. Waar sodanige werk tot in die namiddagtydperk strek, geld 'n minimum betaling van agt uur teen een en twee derde maal die uurloon.

(9) Wanneer 'n werknemer op las van sy werkgever gereedstaanwerk doen, d.w.s. wanneer hy gereed is om enige oomblik noodsaaklike werk te verrig buite die gewone werkure, moet hy een rand (R1) per skof betaal word vir sodanige gereedstaanwerk—moet 'n skof beskou as enige tydperk van hoogstens 24 uur: Met dien verstande dat—

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

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

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

"noodsaaklike werk", en is dit beperk tot, werk wat nodig is ten einde elektriese uitrusting, soos in klousule 3 van hierdie Deel van die Ooreenkoms omskryf, te herstel of om enige dreigende onklaarraking daarvan te voorkom.

(11) Die bepalings van hierdie klousule betreffende betaling vir werk op Sondag geld nie vir skofte wat op Saterdag begin in bedryfsinrigtings wat 'n tweeskof- of drieskofstelsel werk nie. Daar moet soos volg daarvoor betaal word:

(a) Vir die ure voor middernag gewerk—een en 'n half maal die gewone uurloon, plus 10 persent;

(b) na middernag tot voltooiing van die skof—die gewone uurloon, plus 10 persent.

(12) Vir die toepassing van hierdie klousule—

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

beteken "gewone aanvangstyd" die aanvangstyd op 'n gewone werkdag.

(13) Ondanks subklousule (1) van hierdie klousule, waar 'n werknemer in 'n bepaalde week gedurende enigen van of al die gewone ure van die skof of skofte in die betrokke bedryfsinrigting van die werk afwesig is, moet sodanige gewone ure wat nie deur die werknemer gewerk is nie, afgetrek word van die oortydure gewerk, en vir die ure aldus afgetrek, moet die werknemer se gewone loon betaal word: Met dien verstande dat—

(a) as die getal gewone werkure wat die werknemer gedurende 'n bepaalde week afwesig is, meer is as die getal oortydure gewerk, die werknemer se gewone uurloon vir alle sodanige oortydure betaal moet word; en

(b) waar die werknemer van sy werk afwesig is met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer, hierdie subklousule nie van toepassing is nie en die oortydskaal van toepassing op die oortydure gewerk, moet in so 'n geval betaal word vir die oortydure gewerk: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis om 'n mediese sertifikaat te toon as bewys van rede vir afwesigheid.

Betaling ingevolge hierdie subklousule moet geskied soos in klousule 9 (1) van hierdie Deel van die Ooreenkoms bepaal.

(14) 'n Werknemer wat deur die toepassing op hom van enigen van die bepalings van subklousule (13) gegrief voel, kan by die Raad appél aanteken teen die beslissing, en die Raad kan, nadat hy alle redes ondersoek het wat vir sodanige beslissing aangevoer word, daardie beslissing bekrachtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

7. NAGSKOFWERK

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

(2) Tensy 'n werknemer minstens drie agtereenvolgende nagte tussen Maandag en aanvangstyd op Saterdag werk, word hy vir die toepassing van subklousule (1) van hierdie klousule nie geag nagskof te werk nie.

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

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

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

(i) when the hours for the complete shift fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinary time plus 10 per cent;

(ii) when the hours for the complete shift do not fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinary time plus 5 per cent until midnight, and after midnight, at the rate of ordinary time plus 10 per cent.

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

(i) second shift—at the rate of ordinary time plus 5 per cent;

(ii) third shift—at the rate of ordinary time plus 10 per cent.

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

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

8. SHORT-TIME

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

(a) shortage of work and/or materials, in which case an employer shall give his employees two clear working days' notice of his intention to work short-time, and shall, as far as practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend; or

(b) unforeseen contingencies and/or circumstances beyond the control of the employer. In the event of the foregoing circumstances arising, an employer shall not be required to pay wages to his employees, except for the periods actually worked: Provided that where the employer believes that resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.

(2) Short shifts worked while working short-time shall count as shifts actually worked for purposes of the qualifications for the paid holiday referred to in clause 13 of Part I and clause 3 of Part II.

9. PAYMENT OF EARNINGS

(1) (a) Wages, incentive bonus rates and overtime shall be paid weekly, in cash, on Friday, not later than the ordinary stopping time, and the aforesaid remuneration shall include all payments due to the employee calculated up to and including the shift completed on the preceding Tuesday of the same week: Provided that where employment terminates before the ordinary pay-day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating.

(b) All weekly remuneration and/or allowances referred to in paragraph (a) of this subclause and/or in clause 27 of this Part and/or in clause 4 of Part III of this Agreement when handed to each employee shall be contained in an envelope, which shall become the property of the employee and on which shall clearly be indicated the amounts received under the various headings and/or allowable deductions as referred to in subclause (3) of this clause.

(2) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subclause shall not apply in respect of training schemes to which the employer is legally required to contribute.

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

(a) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in clause 13 of this Part of the Agreement, and clause 3 of Part II of this Agreement, a pro rata amount for the period of such absence: Provided that an employee shall be deemed to

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

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

(i) as die ure vir die hele skof almal binne 'n tydperk van 6 nm. tot 6 vm. val—die loon vir gewone tyd, plus 10 persent;

(ii) as die ure vir die hele skof nie almal binne 'n tydperk van 6 nm. tot 6 vm. val nie—die loon vir gewone tyd, plus 5 persent, tot middernag, en die loon vir gewone tyd, plus 10 persent, na middernag.

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

(i) tweede skof—die loon vir gewone tyd, plus 5 persent;

(ii) derde skof—die loon vir gewone tyd, plus 10 persent.

(5) Tyd wat deur werknemers na voltooiing van die gewone nagskof in die betrokke bedryfsinrigting gewerk word, moet as oortyd beskou word en daarvoor moet betaal word teen een en een derde maal die verhoogde uurloon vir die skof vir die eerste ses uur, daarna teen een en 'n half maal die verhoogde uurloon tot aan die aanvangstyd van die werknemer se volgende gewone skof. Vir die toepassing van bogenoemde beteken "verhoogde uurloon" die gewone uurloon plus die persentasiebedrag wat daarvoor aan die einde van die skof betaalbaar is.

8. KORTTYD

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

(a) 'n tekort aan werk en/of grondstowwe, in welke geval die werkgewer aan sy werknemers twee volle werkdae kennis moet gee van sy voorneme om korttyd te laat werk, en sover moontlik die beskikbare werk eweredig onder die betrokke werknemers moet verdeel. As die werkgewer uitdruklik van die werknemer vereis om op 'n bepaalde dag by die bedryfsinrigting te verskyn om uit te vind of daar werk beskikbaar sal wees, moet hom ten opsigte van daardie dag minstens vier uur werk, of betaling in plaas daarvan, gegee word. As daar nie van die werknemer vereis word om by die bedryfsinrigting aanwesig te wees nie, moet die werkgewer die werknemer op die werkdag onmiddellik voor die dag waarop hy nie aanwesig hoef te wees nie, daarvan in kennis stel; of

(b) onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgewer. Ingeval voornoemde omstandighede ontstaan, hoef 'n werkgewer nie lone aan sy werknemers te betaal nie, behalwe vir die tydperke wat werklik gewerk is: Met dien verstande dat wanneer die werkgewer van mening is dat werk hervat kan word en hy sy werknemers uitdruklik gelas om hulle vir diens op 'n bepaalde dag aan te meld, hulle ten opsigte van daardie dag minstens vier uur werk of betaling in plaas daarvan, moet ontvang.

(2) Kort skofte wat tydens korttydwerk gewerk word, tel vir kwalifisering vir die verlof met betaling wat in klousule 13 van Deel I en klousule 3 van Deel II vermeld word, as skofte wat werklik gewerk is.

9. BETALING VAN VERDIENSTE

(1) (a) Lone, aansporingsbonuslone en oortydbetaling moet wekeliks op Vrydag voor of op die gewone uitskeityd in kontant betaal word en voornoemde besoldiging moet alle betalings insluit wat aan die werknemer verskuldig is, bereken tot en met die skof wat op die voorgaande Dinsdag van dieselfde week voltooi is: Met dien verstande dat wanneer diens voor die gewone betaaldag eindig, alle betalings wat aan die werknemer kragtens hierdie Ooreenkoms verskuldig is, by sodanige diensbeëindiging aan hom betaal moet word.

(b) Alle wekelikse besoldiging en/of toelaes wat in paragraaf (a) van hierdie subklousule en/of in klousule 27 van hierdie Deel en/of in klousule 4 van Deel III van dié Ooreenkoms vermeld word, moet, wanneer dit aan elke werknemer oorhandig word, ingesluit wees in 'n koevert, wat die eiendom van die werknemer word en waarop die bedrae wat ontvang is onder die verskillende hoofde en/of toelaatbare aftrekkings soos in subklousule (3) van hierdie klousule vermeld, duidelik aangedui moet word.

(2) 'n Werkgewer mag geen vergoeding vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklousule nie geld ten opsigte van opleidingskemas waartoe 'n werkgewer regtens moet bydra nie.

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

(a) As 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende verlof wat toegestaan is vir verlening van die verlof soos in klousule 13 van hierdie Deel van die Ooreenkoms en klousule 3 van Deel II van hierdie Ooreenkoms voorgeskryf, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid: Met dien verstande dat 'n werknemer geag

be working in addition to any period during which he is actually working if he is absent from work on the instruction or at the request of the employer, in circumstances other than those provided for in clause 8, and no deductions may be made from the employee's wage in respect of such absence;

(b) with the written consent of the employee, deductions for sick benefits, insurance and pension funds or contributions to recreation funds;

(c) contributions to the funds of the Council in terms of clause 29 of this Part of the Agreement;

(d) any amount paid by an employer, compelled by law, including common law, ordinance, or legal process, to make payment on behalf of an employee;

(e) where an employee is absent from work, as a result of the closing of an establishment by mutual arrangement between the employer and not less than 75 per cent of his employees a pro rata amount for the period of such absence;

(f) deductions in respect of board and/or lodging in terms of clause 26 of this Part of the Agreement;

(g) with the written consent of the employee, deductions for subscriptions to a trade union which is a party to this Agreement.

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

10. INCENTIVE BONUS

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

(1) The conditions specified in this Agreement in respect of overtime, night-shift work and work performed on Sundays and on public holidays specified in this Agreement shall be calculated at the hourly rate of that class of work scheduled in this Agreement.

(2) Incentive bonus rates shall be fixed by mutual arrangement between the employer and the employee who is to perform the work, the shop steward to be consulted, if desired by either of the parties.

(3) In the event of a dispute in the incentive bonus rate and failing an arrangement being made in settlement between the parties, the matter shall forthwith be referred by one or both of the aggrieved parties to the Council.

(4) Pending an arrangement being made regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Council in terms of subclause (3) the employee shall proceed with the job in accordance with the incentive bonus rate allowed by the management.

(5) Any adjustment determined upon by the Council in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.

(6) Time during which an employee is abnormally prevented from proceeding with his work, shall, if the employee is required to stand by, be paid for at the hourly rate for that class of work scheduled in this Agreement with Agreement conditions in respect of overtime and night-shift when applicable. Time during which an employee is standing by shall not be taken into account in calculating bonus earnings.

(7) No payment shall be made for delays which are normal in the establishment concerned, and which have been considered when fixing the time allowance.

(8) No rate agreed upon between an employer and employee shall be considered to be satisfactory if such rate does not enable an employee employed on an incentive bonus system to earn not less than 10 per cent above the rate scheduled in this Agreement for the occupation concerned.

(9) In all cases the employee shall be guaranteed the hourly rate for his class of work, irrespective of earnings for the hours worked.

(10) An employee engaged on an incentive bonus system shall be paid on the normal pay-day of each week.

(11) No incentive bonus rate or basic times once established may be altered except for the following reasons:

(a) A mistake in the calculation of either side; or

(b) the material, means or method of production or the quantities are changed; or

(c) a mutual arrangement has been made between the employer and the employee in the same way as a new price is arranged.

(12) The Council may, for any reason which it deems fit, prohibit any establishment from working under an incentive bonus system.

word te werk, benewens enige tydperk wat hy werklik werk, as hy van sy werk afwesig is op las of op versoek van die werkgever onder ander omstandighede as dié waarvoor daar in kousule 8 voorsiening gemaak word, en geen bedrag mag vir sodanige afwesigheid van 'n werknemer se loon afgetrek word nie;

(b) met die skriftelike toestemming van die werknemer, bedrae vir siektebystand- versekerings- en pensioenfondse, of bydraes tot ontspanningsfondse;

(c) bydraes tot die Raadsfondse ingevolge kousule 29 van hierdie Deel van die Ooreenkoms;

(d) enige bedrag wat deur 'n werkgever betaal word by wetlike voorskrif, met inbegrip van die gemene reg, 'n ordonansie of regsgeding wat hom verplig om namens 'n werknemer 'n betaling te doen;

(e) wanneer 'n werknemer van die werk afwesig is as gevolg van die sluiting van 'n bedryfsinrigting by onderlinge ooreenkoms tussen 'n werkgever en minstens 75 persent van sy werknemers, 'n bedrag in verhouding tot die tydperk van sodanige afwesigheid;

(f) bedrae vir kos en/of inwoning ooreenkomstig kousule 26 van dié Deel van die Ooreenkoms;

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

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

10. AANSPORINGSBONUS

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

(1) Die voorwaardes in hierdie Ooreenkoms genoem met betrekking tot oortyd, nagskofwerk en werk op Sondag en op openbare vakansiedae, soos in hierdie Ooreenkoms vermeld, moet bereken word teen die uurloon vir daardie klas werk in hierdie Ooreenkoms uiteengesit.

(2) Aansporingsbonuslone moet vasgestel word by onderlinge ooreenkoms tussen die werkgever en die werknemer wat die werk moet verrig, en die vakverenigingsvertegenwoordiger moet geraadpleeg word as enigeen van die partye dit verlang.

(3) In geval van 'n geskil oor die aansporingsbonusloon waar die partye nie tot 'n skikking kan raak nie, moet die saak onmiddellik deur een van of albei die gegriefde partye na die Raad verwys word.

(4) Hangende 'n ooreenkoms met betrekking tot die aansporingsbonusloon, of wanneer die aansporingsbonusloon na die Raad verwys word kragtens subkousule (3) moet die werknemer aangaan met die werk teen die aansporingsbonusloon wat deur die bestuur toegestaan word.

(5) Alle aanpassings wat deur die Raad ten gunste van die werknemer vasgestel word, is op hom van toepassing met ingang van die datum waarop die saak na die Raad verwys is.

(6) Vir alle tyd wat 'n werknemer om buitengewone redes verhinder word om sy werk te verrig en van die werknemer vereis word om hom vir werk gereed te hou, moet betaal word teen die loon vir daardie klas werk in hierdie Ooreenkoms uiteengesit met Ooreenkomsvoorwaardes ten opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer gereedstaan, moet nie in ag geneem word wanneer bonusverdiensle bereken word nie.

(7) Geen betaling word gedoen vir vertragsvrees wat normaal vir die betrokke bedryfsinrigting is nie en waarmee by die vasstelling van die tydtoelating rekening gehou is nie.

(8) Geen skaal waarop 'n werkgever en 'n werknemer ooreenkom, kan as bevredigend beskou word nie, tensy daardie skaal 'n werknemer wat volgens 'n aansporingsbonusstelsel in diens is, in staat stel om minstens 10 persent meer as die basiese loon wat in hierdie Ooreenkoms vir die betrokke soort werk vasgestel is, te verdien.

(9) In alle gevalle moet die werknemer die uurloon vir sy klas werk gewaarborg word, ongeag die verdienste vir die ure gewerk.

(10) 'n Werknemer wat volgens 'n aansporingsbonusstelsel werk moet op die gewone betaaldag van elke week betaal word.

(11) Geen aansporingsbonusloon of basiese tye mag, nadat dit vasgestel is, verander word nie, behalwe om die volgende redes:

(a) 'n Fout in die berekening van een van die partye; of

(b) verandering van die materiaal, produksiemiddels of produksiemetodes of die hoeveelhede; of

(c) 'n onderlinge reëling tussen die werkgever en die werknemer op dieselfde manier as dié waarop 'n nuwe prys gereed word.

(12) Die Raad kan om enige rede wat hy goed vind 'n bedryfsinrigting verbied om volgens 'n aansporingsbonusstelsel te werk.

(13) Apprentices may not be employed on incentive bonus work unless the prior permission of the Council has been obtained: Provided that first-year apprentices and apprentices in their second year who have not yet taken the examination for the National Technical Certificate, Part II, may not be employed on such schemes.

11. TRAVELLING AND SUBSISTENCE ALLOWANCE

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

(2) When an employee is required to travel in terms of subclause (1) hereof, he shall be paid at ordinary rates during ordinary hours of work, and at half rates outside ordinary hours of work; pay in any circumstances not to exceed 12 hours' pay per cycle of 24 hours or part thereof reckoned from the time the journey commences: Provided that if an employee has been working on the day on which the journey commences, he shall be entitled to receive only up to a maximum of 12 hours' full pay which shall include the wages earned by him in respect of such day.

(3) An employee shall be paid for meals and bed on the train. Where an employee, by reason of his employment away from his usual working place, is required by his employer to live away from his usual domicile, suitable board and lodging shall be provided or paid for on the job, or alternatively the employer may pay employees engaged on work classified as Rate A at the rate of R3,50 per day in lieu thereof.

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

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

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

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

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

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

12. TERMINATION OF EMPLOYMENT

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

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

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

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

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

13. LEAVE AND UNEMPLOYMENT PAY

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

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

(13) Vakleerlinge mag nie vir aansporingsbonuswerk in diens geneem word nie tensy die toestemming van die Raad vooraf verkry is: Met dien verstande dat eerstejaarsvakleerlinge, en tweedejaarsvakleerlinge wat nog nie die eksamen of die Nasionale Tegnieke Sertifikaat, Deel II, afgelê het nie, nie vir sodanige skemas in diens geneem mag word nie.

11. REIS- EN VERBLYFTOELAE

(1) Waar werk op 'n ander plek as die werkgewer se bedryfs-inrigting of die werknemer se gewone werkplek verrig moet word en dit reise meebring, moet die werknemer wat gestuur word om sodanige werk te doen van tweede klas-spoorvervoer voorsien word, behalwe oor voorstedelike lyne, waar eerste klasvervoer of geskikte vervoer na en van die werk verskaf moet word.

(2) Wanneer van 'n werknemer vereis word om ingevolge subklousule (1) hiervan te reis, moet hy die gewone loon betaal word vir die gewone werkure, en teen die helfte van die loon buite die gewone werkure, en betaling mag onder geen omstandighede meer wees nie as 12 uur se loon per kringloop van 24 uur, of gedeelte daarvan, gereken vanaf die tyd waarop die reis begin: Met dien verstande dat wanneer die werknemer gewerk het op die dag waarop die reis begin, hy op hoogstens 12 uur se volle loon geregtig is, wat die loon moet insluit wat hy op daardie dag verdien het.

(3) 'n Werknemer moet vir etes en 'n bed op die trein betaal word. Wanneer van 'n werknemer weens sy diens van sy gewone werkplek af, deur sy werkgewer vereis word om weg van sy gewone woonplek te bly, moet geskikte kos en inwoning by die werk verskaf word of moet daarvoor betaal word, of anders kan die werkgewer werknemers wat werk doen wat onder Loongroep A ingedeel word R3,50 per dag in plaas daarvan betaal.

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

(5) Ondanks bogenoemde bepalings, is die volgende spesiale bepalings van toepassing in gevalle waar 'n werknemer werk op die bepaalde terrein of werkplek waar die werk onderneem word:

(a) Ingeval die werkgewer nie langer die werknemer se dienste vir die betrokke werk nodig het nie, maar bereid is om dieselfde werknemer an 'nder werk op 'n ander plek te laat verrig, moet die werkgewer—

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

(ii) by voltooiing van een maand se diens of by voltooiing van die werk, naamlik op die vroegste datum, aan 'n werknemer wat hom vir diens kragtens subparagraaf (i) aanmeld, die koste van een enkelreis spoorwegkaartjie, tweede klas, vir die reis wat aldus onderneem is, terugbetaal.

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

12. DIENSBEÏNDIGING

(1) Die werkgewer of die werknemer moet minstens een volle werkdag kennis van beëindiging van die dienskontrak gee: Met dien verstande dat dit nie onderstaande raak nie—

(a) 'n werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing om regsgeldige rede te beëindig;

(b) 'n ooreenkoms tussen 'n werkgewer en werknemer wat voorsiening maak vir 'n langer kennisgewingstermyn as een volle werkdag: Voorts met dien verstande dat 'n werkgewer 'n werknemer loon kan betaal vir en in plaas van kennis te gee soos voorgeskryf of soos ooreengekom.

(2) Wanneer die dienskontrak deur een volle werkdag kennisgewing beëindig kan word en die werknemer in gebreke bly om kennis te gee of om sodanige kennisperiode uit te dien, kan die werkgewer loon vir die ure van 'n gewone skof in die betrokke bedryfsinrigting aftrek.

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

13. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

Behoudens andersluidende bepalings, is die volgende voorwaardes van toepassing:

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

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

(b) Notwithstanding the provisions of paragraph (a) an employee who is required by his employer to work the shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift or shifts shall not be paid for such holiday unless absent with the permission of his employer or on account of sickness or circumstances beyond his control or the hours of the shift or shifts concerned have been worked in, in which event payment shall be made for the day as provided for in terms of this clause.

(c) Any employee who is aggrieved by the application to him of any of the provisions of paragraph (b) may appeal to the Council against the decision applied to him, and the Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

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

(a) The qualification for such leave shall be 288 shifts (whether worked for one or more employers), exclusive of overtime, actually worked on a six-day working week basis, or 49 calendar weeks of employment in the case of an employee working a five-day week basis: Provided that—

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

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

(iii) any period of absence on account of sickness aggregating not more than 52 shifts or 8½ calendar weeks, as the case may be, in any one year of service shall count for leave purposes: Provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes: Provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act and the periods of absence counting for leave purposes shall be the periods of disablement admitted by the said Act;

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

(v) periods of absence due to the additional week's leave or accumulation thereof provided for in subclause (9) of this clause shall count for leave qualification purposes to the extent of the number of shifts which would normally have been worked during these periods by the employees concerned.

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

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

(b) Ondanks paragraaf (a), moet 'n werknemer wie se werkgever van hom vereis om te werk gedurende die skof wat enigeen van die openbare vakansiedae in hierdie klousule vermeld, onmiddellik voorafgaan en/of onmiddellik daarop volg, en wat gedurende sodanige skof of skofte van die werk afwesig is, nie vir sodanige vakansiedag betaal word nie, tensy hy met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer afwesig is of tensy die ure van die betrokke skof of skofte ingewerk is, in welke geval hy vir die dag betaal moet word soos in hierdie klousule bepaal.

(c) 'n Werknemer wat gegrief voel deur die toepassing op hom van enigeen van die bepalings van paragraaf (b), kan by die Raad appèl aanteken teen die beslissing, en die Raad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer is, daardie beslissing bevestig of sodanige ander beslissing gee as wat na sy mening in daardie geval gegee behoort te gewees het.

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

(a) Die kwalifikasie vir daardie verlof is 288 skofte (hetsy vir een of meer werkgevers gewerk), sonder oortyd, wat werklik gewerk is deur 'n werknemer wat ses dae per week werk, of 49 kalenderweke diens in die geval van 'n werknemer wat vyf dae per week werk: Met dien verstande dat—

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

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

(iii) enige tydperk van afwesigheid weens siekte van altesame hoogstens 52 skofte of 8½ kalenderweke, na gelang van die geval, in 'n jaar diens, vir verlofdoeleindes tel: Met dien verstande dat 'n werkgever geregtig is om van die werknemer te vereis om, as bewys van die oorsaak van afwesigheid, 'n doktersertifikaat voor te lê. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes tel: Met dien verstande dat daardie ongeluk geag word binne die bepalings van die Ongevalwet te val, en dat die tydperke van afwesigheid wat vir verlofdoeleindes tel, die tydperke van ongeskiktheid is wat in genoemde Wet erken word;

(iv) enige werknemer wat van sy werk wegbly sonder redes wat vir sy werkgever aanneemlik is, ten opsigte van elke skof of werkdag wat hy deur sodanige afwesigheid verloor, vyf skofte of vyf sesdes van 'n week, na gelang van die geval, wat vir sy verlofkwalifikasies gewerk is, verbeur met 'n maksimum boete van 30 skofte of vyf kalenderweke in 'n enkele kwalifiserende tydperk vir verlof met betaling: Met dien verstande dat die werkgever binne sewe dae na daardie afwesigheid die Raad skriftelik daarvan in kennis moet stel;

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

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

(c) Should either Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day fall within the period of the leave, the leave period shall be extended by one day with full pay for each such day: Provided that in the case of Boxing Day the employer may elect to pay the employee at his ordinary hourly rate for such day as if Boxing Day fell within the period Monday to Friday inclusive in lieu of extending the period of the paid leave by an extra day for Boxing Day as provided for in this subclause.

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

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

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

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

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

(b) Any employer who does not wish to remit to the Council monthly the leave and unemployment pay or special bonus prescribed in terms of subclause (4) (a) of this clause and clause 14 (3), may be exempted from doing so on production of evidence to the satisfaction of the Council that the moneys due and/or accruing are adequately safeguarded by means of a surety issued by an approved bank, insurance company or similar financial institution to the effect that such moneys are safeguarded and will be forwarded to the Secretary of the Council not later than 14 days prior to the time that the employee is due to proceed on annual leave. At the time the leave money is remitted to the Council in terms of this subclause the employer shall furnish the Council with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes, less any deductions compelled by law for income tax. A copy of this voucher shall be handed to the employee concerned. For the purposes of subclause (4) (a) and (b) of this clause—

(i) when an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him, on his ceasing work to go on leave, through the offices of the Council;

(ii) the employer shall, not later than 14 days prior to the time that the employee is due to proceed on annual leave, forward to the Council a leave voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes together with the employee's voucher as prescribed in subclause (4) (a) and (b) of this clause.

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

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

(c) Wanneer Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte-dag, Kersdag, Tweede Kersdag of Nuwejaarsdag binne die tydperk van die verlof val, moet die tydperke met een dag met volle betaling vir elkeen van daardie dae verleng word: Met dien verstande dat die werkgewer in die geval van Tweede Kersdag kan verkies om die werknemer se gewone uurloon vir sodanige dag te betaal asof Tweede Kersdag binne die tydperk Maandag tot en met Vrydag val, in plaas daarvan om die tydperk van die betaalde verlof met 'n ekstra dag vir Tweede Kersdag te verleng soos in hierdie subklousule bepaal.

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

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

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

(g) Geen werknemer mag gedurende sy verlof enige werk teen vergoeding doen nie.

(4) (a) Aan die einde van elke kalendermaand en hoogstens sewe dae na die einde van sodanige kalendermaand moet elke werkgewer aan die Sekretaris van die Raad 'n bedrag wat gelyk is aan die verlofbetaling waarop al of enigeen van sy werknemers ten opsigte van genoemde kalendermaand geregtig is, stuur en 'n bewys uitreik wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en die getal skofte vermeld wat vir verlofdoeleindes tel, min enige bedrae wat regtens vir inkomstebelasting afgetrek moet word. 'n Afskrif van hierdie betaalbewys moet aan die betrokke werknemer oorhandig word.

(b) 'n Werkgewer wat die verlof- en werkloosheidsbetaling of spesiale bonus voorgeskryf ingevolge subklousule (4) (a) van hierdie klousule, en klousule 14 (3), nie maandeliks aan die Raad wil stuur nie, kan daarvan vrygestel word deur tot tevredenheid van die Raad bewys te lewer dat die gelde wat betaalbaar is en/of oploop genoegsaam beveilig is deur middel van 'n waarborg wat deur 'n erkende bank, versekeringsmaatskappy of dergelike finansiële instelling uitgereik is, met die strekking dat sodanige geld beveilig is en dat dit nie later nie as 14 dae voor die datum waarop die werknemer met jaarlikse verlof gaan, aan die Sekretaris van die Raad gestuur sal word. Wanneer die verlofgeld ingevolge hierdie subklousule aan die Raad gestuur word, moet die werkgewer aan die Raad 'n bewys verskaf, opgestel in 'n vorm wat vir die Raad aanneemlik is en wat die getal skofte wat vir verlofdoeleindes tel, min enige aftrekkings wat regtens vir inkomstebelasting afgetrek moet word, vermeld. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word. Vir die toepassing van subklousule (4) (a) en (b) van hierdie klousule—

(i) wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die gelde aan hom betaalbaar vir die doeleindes van sodanige verlof, op die tydstip wat hy ophou met werk met die doel om met verlof te gaan, deur bemiddeling van die kantore van die Raad aan hom betaal word;

(ii) moet die werkgewer, nie later nie as 14 dae voor die tyd dat die werknemer met jaarlikse verlof gaan, aan die Raad 'n verlofbewys stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening vir verifikasiedoeleindes bevat, tesame met die werknemer se bewys soos in subklousule (4) (a) en (b) van hierdie klousule voorgeskryf.

(5) Wanneer 'n werknemer se diens eindig voordat hy geregtig is op verlof met betaling kragtens subklousule (3) van hierdie klousule, moet hy gekrediteer word met die ooreenstemmende getal skofte, of kalenderweke diens, na gelang van die geval. Die werkgewer moet aan die werknemer by sy vertrek 'n bewys uitreik met vermelding van die getal skofte, of kalenderweke diens, na gelang van die geval, wat vir verlofdoeleindes tel en onmiddellik die verlofbesoldiging waarop die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.

(6) (a) As die tydperk van werkloosheid tussen die een diens en die ander meer as ses dae is, is 'n werknemer wat sy bewys of bewyse by die Nywerheidsraad indien, gedurende elke week van sy werkloosheid geregtig op betaling uit die bedrag waarmee hy gekrediteer staan van minstens R4 of die bedrag waarmee hy gekrediteer staan, naamlik die kleinste bedrag, maar hoogstens die helfte van die loon wat hy betaal is toe die werkloosheid begin het, naamlik die kleinste bedrag, totdat die krediet wat op die bewys of bewyse aangetoon word, uitgeput is. Ingeval die werknemer weer werk kry voordat daardie krediet uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word en moet dit ooreenkomstig bogenoemde bepalinge vir hom beskikbaar wees wanneer hy vir sy volgende verlof kwalifiseer of vir langer as ses dae werkloos word.

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

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

(8) (a) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, an employee who has been furnished with a voucher in terms of subclause (5) of this clause and is no longer employed in the Industry, shall be entitled, subject to paragraph (b) of this subclause, on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.

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

(9) (a) An employee who has been in continuous employment with one establishment on qualifying for his 10th period of annual leave as provided for in terms of subclause (3) of this clause, and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and employee—

(i) the paid leave referred to in subclause (3) of this clause may be extended by an extra week; or

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

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

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

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

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

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

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

(a) in the case of the death of an employer, the executor of his estate or his heir or legatee; and

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or new owner of his business;

(b) Enige werknemer wat aanspraak maak op betaling en betaling ontvang kragtens paragraaf (a) van hierdie subklousule, moet, wanneer hy weer in die Nywerheid werk kry, begin om vir verlof te kwalifiseer vanaf die datum van daardie indiensneming: Met dien verstande dat wanneer daar 'n onopgeëiste balans is waarop hy kragtens hierdie klousule geregtig is, hy met die verlofekkwalivalent van daardie balans gekrediteer moet word.

(7) Wanneer 'n werknemer sterf, of in die loop van sy werk onbekwaam word om verder sy ambag uit te oefen, moet die bedrag wat aan hom verskuldig is vir verlofbetaling, aan sy boedel of homself, na gelang van die geval, uitbetaal word deur tussenkoms van die Nywerheidsraad.

(8) (a) Nadat minstens 49 weke verstryk het, gereken vanaf die datum waarop die diens tydperk gedek deur die bewys begin het, is 'n werknemer aan wie 'n bewys kragtens subklousule (5) van hierdie klousule uitgereik is en wat nie meer in die Nywerheid in diens is nie, behoudens paragraaf (b) van hierdie subklousule geregtig om die bewys aan die Raad voor te lê vir betaling van enige onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

(b) Alle bewyse wat kragtens subklousule (5) van hierdie klousule aan 'n werknemer uitgereik word, is geldig vir twee jaar vanaf die datum van die laaste skof deur sodanige werknemer gewerk, en bedrae in die krediet van 'n werknemer in die boeke van die Raad kom die fondse van die Raad toe by verstryking van sodanige tydperk: Met dien verstande egter dat die Raad alle eise moet oorweeg wat deur sodanige werknemer na verstryking van die tydperk ingedien word, en die Raad kan na goeë dunks ex gratia-betalings uit die fondse van die Raad doen aan werknemers hierin vermeld.

(9) (a) 'n Werknemer wat ononderbroke in diens by dieselfde bedryfsinrigting was, is, wanneer hy vir sy 10de tydperk van jaarlikse verlof kwalifiseer soos bepaal ooreenkomstig subklousule (3) van hierdie klousule, en elke jaar daarna terwyl hy in diens by dieselfde bedryfsinrigting is, ongeag of genoemde bedryfsinrigting van eienaar verwissel het sedert die betrokke werknemer in diens geneem is, geregtig op 'n ekstra week se betaalde verlof wanneer dit vir die werkgewer gerieflik is, of op die ekwivalente waarde daarvan: Met dien verstande dat by onderlinge ooreenkoms tussen die werkgewer en werknemer—

(i) die betaalde verlof wat in subklousule (3) van hierdie klousule voorgeskryf word, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof van die kwalifiseringsjaar uitgestel kan word en deur die werknemer opgehoop kan word totdat hy vir drie ekstra weke verlof met betaling kwalifiseer.

(b) As die werkgewer en werknemer 'n ooreenkoms, vermeld in paragraaf (a) (ii) van hierdie subklousule, bereik, en die werknemer gekwalifiseer het vir drie ekstra weke verlof met betaling (hierna "die opgelope verlof" genoem), moet die werkgewer die opgelope verlof toestaan, en die werknemer dit neem, wanneer die verlof met betaling, soos voorgeskryf in subklousule (3) van hierdie klousule, aan hom toegestaan en deur hom geneem word, tensy die werkgewer en werknemer ooreenkom dat die opgelope verlof op 'n ander tyd geneem word: Met dien verstande dat die werkgewer in ieder geval die werknemer die geleentheid moet gee om die opgelope verlof te neem in die tydperk voordat hy vir sy eersvolgende verlof met betaling kwalifiseer, en indien die werknemer versuim om die opgelope verlof in daardie tydperk te neem, verbeur hy sy reg daarop.

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

(10) Behoudens andersluidende bepalings hierin, word daar vir die toepassing van hierdie klousule beskou dat diens op die datum begin waarop 'n werknemer by die werkgewer in diens tree of die datum waarop hy laas op vakansieverlof geregtig geword het, naamlik die jongste datum.

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

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

(13) In hierdie klousule omvat die uitdrukking "werkgewer"—

(a) in geval van die dood van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en

(b) in geval van die bankrotskap van 'n werkgewer of die likwidasie van sy boedel of die oordrag of verkoop van sy besigheid, die trustee of likwidateur of nuwe eienaar van die besigheid;

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

14. LEAVE BONUS

(1) This clause shall not apply to employees employed in terms of Part II of this Agreement, trainees, any category of Rates E to H employees, labourers and watchmen.

(2) For the purposes of this clause—

"leave qualification" shall be the qualification for the paid leave prescribed in clause 13 of this Part of the Agreement and the expression "leave cycles" shall have the same meaning.

(3) Whenever an employee to whom this subclause applies qualifies for and takes his paid leave after the date of coming into operation of this Agreement he shall at the same time be paid a leave bonus calculated according to the number of consecutive leave cycles completed with the same employer at date of qualification for his paid leave or pro rata of engagement in the case of an employee qualifying for his first paid leave in the service of an employer.

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate exceeds 51 cents per hour but does not exceed 69 cents per hour....	74	82	90	98
Where the employee's scheduled rate exceeds 69 cents per hour but does not exceed 81 cents per hour....	86	95	104	113
Where the employee's scheduled rate exceeds 81 cents per hour but does not exceed 97,5 cents per hour...	123	136	149	162
Where the employee's scheduled rate exceeds 97,5 cents per hour.....	135	150	165	180

(4) The provisions of subclause (3) above shall not apply to apprentices and/or employees employed on vehicle driving (external transport—vehicles driven on public roads) who at the same time as they are paid their leave pay shall be paid a leave bonus as follows:

(a) *Apprentices*.—A leave bonus per annum calculated at date of qualification for the paid leave in first, second, third, fourth and fifth years apprenticeship:

	R
First-year leave qualification.....	55
Second-year leave qualification.....	66
Third-year leave qualification.....	77
Fourth-year leave qualification.....	88
Fifth-year leave qualification.....	135

(b) *Vehicle driving (external transport—vehicles driven on public roads)*.—Leave bonus per annum calculated pro rata to the leave qualification completed after the date on which the employee last qualified for his paid leave, or the date of his engagement, whichever is the later.

Drivers of vehicles authorised to carry a pay-load of—

	R
Up to and including 907 kg.....	45
Over 907 kg and up to 2 722 kg.....	55
Over 2 722 kg and up to 4 536 kg.....	63
Over 4 536 kg.....	100

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

(5) (a) Whenever an employer transmits to the Council leave payments in terms of clause 13 (4) (a) of this Part of the Agreement, he shall at the same time transmit the money equivalent of the special bonus specified for his class as contained under subclause (3) of this clause as follows:

The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, calculated pro rata monthly, a copy of which shall be forwarded to the Secretary

indien sodanige eksekuteur, erfgenaam, legataris, trustee, likwidateur of nuwe eienaar daardie werknemer in diens hou.

14. VERLOFBONUS

(1) Hierdie klousule is nie van toepassing nie op werknemers wat kragtens Deel II van hierdie Ooreenkoms in diens is, kwekelinge, enige kategorie werknemers in Loongroepe E tot H, arbeiders en wage.

(2) Vir die toepassing van hierdie klousule beteken—

"verlofkwalifikasie" die kwalifikasie vir die verlof met betaling in klousule 13 van hierdie Deel van die Ooreenkoms voorgeskryf en het "verlofsiklusse" dieselfde betekenis.

(3) Wanneer 'n werknemer op wie hierdie subklousule van toepassing is, vir sy verlof met betaling kwalifiseer en dit neem na die datum van inwerkingtreding van hierdie Ooreenkoms, moet hy terselfdertyd 'n verlofbonus betaal word wat bereken is volgens die getal agtereenvolgende verlofsiklusse voltooi by dieselfde werkgever op die datum van kwalifikasie vir sy verlof met betaling of pro rata vanaf die datum van indiensneming in die geval van 'n werknemer wat vir sy eerste verlof met betaling in die diens van 'n werkgever kwalifiseer.

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of verdere verlofsiklusse
	R	R	R	R
Waar die werknemer se vasgestelde loon meer as 51 sent per uur maar hoogstens 69 sent per uur is.....	74	82	90	98
Waar die werknemer se vasgestelde loon meer as 69 sent per uur maar hoogstens 81 sent per uur is.....	86	95	104	113
Waar die werknemer se vasgestelde loon meer as 81 sent per uur maar hoogstens 97,5 sent per uur is.....	123	136	149	162
Waar die werknemer se vasgestelde loon meer as 97,5 sent per uur is.....	135	150	165	180

(4) Subklousule (3) hierbo is nie van toepassing nie op vakleerlinge en/of werknemers wat voertuie dryf (buitervoer—voertuie wat op openbare paaie gedryf word) wat die volgende verlofbonus betaal moet word wanneer hulle verlofbesoldiging betaal word:

(a) *Vakleerlinge*.—'n Verlofbonus per jaar bereken op die datum van kwalifikasie vir die verlof met betaling in die eerste, tweede, derde, vierde en vyfde jare vakleerlingskap:

	R
Eerste jaar se verlofkwalifikasie.....	55
Tweede jaar se verlofkwalifikasie.....	66
Derde jaar se verlofkwalifikasie.....	77
Vierde jaar se verlofkwalifikasie.....	88
Vyfde jaar se verlofkwalifikasie.....	135

(b) *Voertuigdrywers (buitervoer—voertuie wat op openbare paaie gedryf word)*.—Verlofbonus per jaar bereken in verhouding tot die verlofkwalifikasie voltooi na die datum waarop die werknemer laas vir verlof met betaling gekwalifiseer het, of die datum van sy indiensneming, naamlik die jongste datum.

Drywers van voertuie wat gemagtig is om 'n loonvrag te dra van—

	R
Tot en met 907 kg.....	45
Meer as 907 kg en tot 2 722 kg.....	55
Meer as 2 722 en tot 4 536 kg.....	63
Meer as 4 536 kg.....	100

Opmerking.—Skofte of tydperke van afwesigheid wat ingevolge klousule 13 (3) (a) (iii) van hierdie Deel van die Ooreenkoms vir verlof tel, moet by die berekening van die verskuldigde bonus ingesluit word.

(5) (a) Wanneer 'n werknemer verlofbetalings ingevolge klousule 13 (4) (a) van hierdie Deel van die Ooreenkoms aan die Raad stuur, moet hy terselfdertyd die geldekwivalent van die spesiale bonus wat ingevolge subklousule (3) van hierdie klousule vir sy klas voorgeskryf is, op die volgende wyse stuur:

Die werkgever moet die bedrag op 'n bewys invul wat aan die werknemer verstrekk moet word en wat die getal skofte meld wat tel vir die bonus wat pro rata maandeliks bereken moet word, en binne sewe dae na die einde van elke maand 'n

of the Council within seven days after the end of each and every month, along with the money equivalent of the leave payments referred to in clause 13 (4) (a) of this Part of the Agreement.

(b) For the purposes of this subclause—

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

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

15. REGISTRATION OF EMPLOYEES

(1) All employees employed on work scheduled in this Agreement, except all categories of Rates E to H employees employed in the Industry shall be registered with the Council by the employer on the form prescribed by the Council.

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

(b) Any permission given in terms of paragraph (a) hereof may be withdrawn by the Council for any good and sufficient reason which it deems fit, and the employer shall on receipt of notification from the Council, forthwith dispense with the services of the juvenile and/or learner to whom the notification refers, or retain the juvenile's and/or learner's services at the full rate prescribed for the rate in question.

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

16. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

No employer shall employ any person under the age of 15 years.

17. OUTWORK

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

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

18. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement and Annexures hereto to any employer or employee. Applications for exemptions shall be made to the Secretary of the Council.

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

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

- the full name of the person concerned;
- the provisions of the Agreement from which exemption is granted;
- the conditions subject to which exemption is granted;
- the period during which the exemption shall operate.

afskrif daarvan aan die Sekretaris van die Raad stuur, tesame met die geldekwivalent van die verlofbetalings in klousule 13 (4) (a) van hierdie Deel van die Ooreenkoms vermeld.

(b) Vir die toepassing van hierdie subklousule—

waar 'n werknemer op die punt staan om sy verlof te neem, moet die geld wat vir die spesiale bonus aan hom betaalbaar is, aan hom betaal word wanneer hy ophou werk om met verlof te gaan en wel by die kantore van die Raad gedurende die voorgeskrewe ure, behoudens andersluidende bepalings in klousule 13 (4) (b) van Deel I van die Ooreenkoms, in welke geval subklousule (4) (b) (i) en (ii) *mutatis mutandis* van toepassing is op die bonusgeld in klousule 14 (2) van hierdie Deel van die Ooreenkoms vermeld.

(6) Wanneer die diens van 'n werknemer eindig voordat hy op verlof met betaling kragtens klousule 13 (3) van Deel I van die Ooreenkoms geregtig word, moet die werknemer gekrediteer word met 'n gedeelte van die bonus voorgeskryf vir sy klas wat in verhouding is tot die getal skofte of kalenderweke diens waarmee hy vir verlofdoeleindes gekrediteer is. Die werkgewer moet die bedrag invul op die bewys wat aan die werknemer uitgereik word en wat die getal skofte of kalenderweke diens meld wat vir verlofdoeleindes tel, en die geldekwivalent van die bonus onmiddellik aan die Sekretaris van die Raad stuur, tesame met die geldekwivalent van die verlof met betaling waarop die werknemer geregtig is.

15. REGISTRASIE VAN WERKNEMERS

(1) Alle werknemers wat werk verrig wat in hierdie Ooreenkoms vermeld word, uitgesonderd alle klasse werknemers in Loongroepe E tot H wat in die Nywerheid in diens is, moet deur die werkgewer by die Raad geregistreer word op die vorm wat die Raad voorskryf.

(2) (a) Geen werkgewer mag 'n jeugdige en/of leerling in diens neem nie, sonder om vooraf die Raad se goedkeuring te verkry, asook 'n sertifikaat van die Raad in 'n vorm wat die Raad voorskryf.

(b) Goedkeuring ooreenkomstig paragraaf (a) hiervan kan om enige afdoende rede wat hy goed vind, deur die Raad ingetrek word, en die werkgewer moet by ontvangs van so 'n kennisgewing van die Raad, die dienste van die jeugdige en/of leerling op wie die kennisgewing betrekking het, onmiddellik beëindig of die jeugdige en/of leerling se diens behou teen die volle loon wat vir die betrokke loongroep voorgeskryf word.

(c) Wanneer goedkeuring ingevolge paragraaf (b) hiervan ingetrek word, moet die werkgewer onmiddellik die sertifikaat aan die Raad stuur vir kansellering.

16. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkgewer mag enigiemand onder die ouderdom van 15 jaar in diens neem nie.

17. BUITEWERK

(1) Geen werkgewer mag van enigeen van sy werknemers vereis of hom toelaat om algemene, werktuigkundige, elektriese of skeepslektriese werk, kontrakwerk, werk aan radio's, verkoelings- of huishoudelike toestelle, met inbegrip van herstel- of monterwerk, elders as in sy bedryfsinrigting te verrig nie, behalwe waar sodanige werk ter uitvoering of voltooiing is van 'n bestelling wat by sodanige werkgewer geplaas is.

(2) Geen werknemer mag vir sy eie rekening vir verkoop en/of vir wins en/of ten behoeve van 'n ander persoon of firma algemene, werktuigkundige, elektriese of skeepslektriese werk, kontrakwerk, werk aan radio's, verkoelings- of huishoudelike toestelle, met inbegrip van herstel- of monterwerk, onderneem of bestellings daarvoor vra of neem nie terwyl hy by 'n werkgewer in die Nywerheid in diens is.

18. VRYSTELLINGS

(1) Die Raad kan enige werkgewer of werknemer vrystel van enigeen van die bepalings van hierdie Ooreenkoms en die Aanhangsels hiervan. Daar moet by die Sekretaris van die Raad om vrystelling aansoek gedoen word.

(2) Die Raad stel die voorwaardes van sodanige vrystelling vas: Met dien verstande dat die Raad, as hy dit goed dink, na een week skriftelike kennis aan die betrokke persoon gee, 'n vrystellingssertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat laat uitreik wat behoorlik onderteken is en die volgende meld:

- Die naam van die betrokke persoon voluit;
- die bepalings van die Ooreenkoms waarvan hy vrygestel word;
- die voorwaardes waarop sodanige vrystelling verleen word;
- die tydperk waarvoor die vrystelling geldig is.

(4) The Council shall cause—

- (a) all licences issued to be numbered consecutively;
- (b) a copy of each licence issued to be retained;
- (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

19. SUPERVISORY WORK

(1) At least one employee with knowledge of supervising or overseeing work shall be employed in each department of any establishment where employees engaged on Rates C to H are employed.

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

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employee who is not a member of one of the trade unions shall be employed by an employer who is a member of one of the employers' organisations and no employee who is a member of one of the trade unions shall work for an employer who is not a member of one of the employers' organisations: Provided that the application of this clause shall be limited in its scope to employees for whom a rate of 98c per hour or more is prescribed in the Agreement and/or Annexures B to G hereto.

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

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

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

21. WORKING PARTNERS

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

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

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

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

23. ADMINISTRATION OF AGREEMENT

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

24. EXHIBITION OF NOTICES

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

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

25. AGENTS

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An Agent shall be entitled to enter any establishment and may question the employer or any employees and inspect the records of wages paid, time worked and payment made for overtime and incentive bonus work for the purpose of ascertaining whether or not the terms of this Agreement are observed.

(4) Die Raad moet—

- (a) alle sertifikate wat uitgereik is, agtereenvolgens laat nommer;
- (b) 'n afskrif van elke sertifikaat wat uitgereik is, behou;
- (c) 'n afskrif van die sertifikaat aan die betrokke werkgewer laat stuur wanneer vrystelling aan 'n werknemer verleen is.

19. TOESIGHOUDENDE WERK

(1) Minstens een werknemer wat kennis van toesighoudende werk of opsienerswerk het, moet in elke departement van 'n bedryfsinrigting in diens wees waar werknemers van loongroep C tot H in diens is.

(2) Waar sodanige toesighoudende en/of opsienerswerk verrig word, moet sodanige toesighouer en/of opsieners minstens die loon ontvang wat voorgeskryf is vir die volgende hoër klas as dié waarin die werknemer toesighoudende en/of opsienerswerk verrig, of waar daar geen sodanige hoër klas is nie, die hoogste voorgeskrewe loon, behalwe dat persone wat toesig hou oor werk in loongroepe E tot H en/of arbeiders, minstens die voorgeskrewe loon vir Loongroep E-werk moet ontvang in daardie afdeling van die Nywerheid waarin hy in diens is.

20. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen werknemer wat nie 'n lid van een van die vakverenigings is nie, mag in diens geneem word deur 'n werkgewer wat lid van een van die werkgewersorganisasies is nie en geen werknemer wat 'n lid van een van die vakverenigings is, mag werk vir 'n werknemer wat nie lid van een van die werkgewersorganisasies is nie: Met dien verstande dat die toepassing van hierdie klousule beperk is tot werknemers vir wie 'n loon van 98c per uur of meer in die Ooreenkoms en/of Aanhangsels B tot G hiervan voorgeskryf is.

(2) Hierdie klousule is nie van toepassing nie op 'n immigrant gedurende die eerste jaar nadat hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na sy eerste drie maande diens in die Nywerheid 'n uitnodiging van die betrokke vakvereniging geweier het om om lidmaatskap daarvan aansoek te doen, hierdie klousule onmiddellik in werking tree.

(3) Afgesien van die regte van 'n persoon kragtens artikel 51 (10) van die Wet, kan die Raad om 'n afdoende rede vrystelling van subklousule (1) verleen en genoemde subklousule is voorts nie van toepassing nie op persone wat na die Raad se mening sonder goeie rede lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en wat sodanige weiering aan die Raad gerapporteer het.

(4) 'n Werkgewer wat 'n leerlingingenieur in diens wil neem, kan dit slegs doen as die toestemming van die Raad vooraf verkry is en subklousule (1) hiervan is nie van toepassing nie.

21. WERKENDE VENNOTE

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

22. GETALSVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER WERKNEMERS

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

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

23. ADMINISTRASIE VAN OOREENKOMS

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

24. VERTONING VAN KENNISGEWINGS

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

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

25. AGENTE

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

26. BOARD AND LODGING

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

27. ILLNESS AND/OR INJURY ON DUTY ALLOWANCE

(1) *Illness allowance.*—Whenever an employee who is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, is absent from work due to illness, he shall for the day or days absent during the first week of such absence be paid an hourly allowance as prescribed in subclause (3): Provided that an employer who is required to pay such allowance may require the employee to produce a medical certificate in respect of such absence before payment is made.

(2) *Injury or duty allowance.*—(a) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, he shall be paid an hourly allowance as prescribed in subclause (3) for the hours he is absent from work for any day or days not recognised as compensable in terms of the said Act, up to a maximum of three days.

(b) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act 1941, and such employee is not covered by the provisions of the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund, he shall be paid an hourly allowance as prescribed in subclause (3) for the hours he is absent from work on any day or days up to a maximum of the first week of such absence.

(3) *Wage group per hour:*

	<i>Injury on duty allowance per hour</i>
Exceeding 81 cents.....	24 cents
Exceeding 63,5 cents but not exceeding 81 cents	21 cents
Exceeding 37 cents but not exceeding 63,5 cents	11 cents
Thirty-seven cents and under.....	10 cents

28. REGISTRATION OF EMPLOYERS

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

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

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

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

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

(iii) An employer who fails to register with the Council in terms of this clause shall be deemed to be conducting an establishment for electrical installation and/or maintenance and/or servicing and/or work on electrical equipment n.e.s. as provided for in Division I (Annexure B) and clause 4 (1) and (3) of this Part of the Agreement.

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

26. KOS EN INWONING

Daar mag van geen werknemer vereis word om as deel van sy dienskontrak van sy werkgever kos en/of inwoning aan te neem, of van sy werkgever of van 'n ander persoon wat deur sy werkgever aangewys word, goedere te koop of eiendom te huur nie. 'n Werknemer wat toestem om kos of inwoning of albei van sy werkgever aan te neem, mag nie verplig of toegelaat word om meer as 60c per week vir kos en inwoning of 35c net vir kos of 25c net vir inwoning te betaal nie: Met dien verstande dat daardie inwoning deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

27. TOELAE VIR SIEKTE OF BESERING OP DIENS

(1) *Siektoelae.*—Wanneer 'n werknemer wat nie deur die bepaling van die Siekebesoldigingsfonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gedek is nie; weens siekte van die werk afwesig is, moet hy vir die dag of dae wat hy afwesig is gedurende die eerste week van sodanige afwesigheid 'n uurtoelae betaal word soos in subklousule (3) hiervan voorgeskryf: Met dien verstande dat 'n werkgever van wie vereis word om sodanige toelae te betaal, van die werknemer kan vereis om 'n doktersertifikaat ten opsigte van sodanige afwesigheid te toon voordat betaling geskied.

(2) *Toelae vir besering op diens.*—(a) Wanneer 'n werknemer van die werk afwesig is as gevolg van 'n besering of ongeskiktheid wat binne die bepaling van die Ongevallewet, 1941, val, en so 'n werknemer deur die Siekebesoldigingsfonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gedek word, moet hy 'n uurtoelae betaal word soos in subklousule (3) hiervan voorgeskryf vir die ure wat hy van die werk afwesig is vir enige dag of dae wat nie ingevolge genoemde Wet as skadeloosstelbaar erken word nie, tot 'n maksimum van drie dae.

(b) Wanneer 'n werknemer van die werk afwesig is as gevolg van 'n besering of ongeskiktheid wat binne die bepaling van die Ongevallewet, 1941, val, en sodanige werknemer nie deur die Siekebesoldigingsfonds van die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) gedek word nie, moet hy 'n uurtoelae betaal word soos in subklousule (3) hiervan voorgeskryf vir die ure wat hy van die werk afwesig is op enige dag of dae tot 'n maksimum van die eerste week van sodanige afwesigheid.

(3) *Loongroep per uur:*

	<i>Besering-op-diens-toelae per uur</i>
Meer as 81 sent.....	24 sent
Meer as 63,5 sent maar hoogstens 81 sent.....	21 sent
Meer as 37 sent maar hoogstens 63 sent.....	11 sent
Sewe-en-dertig sent en minder.....	10 sent

28. REGISTRASIE VAN WERKGEWERS

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

(b) elke werkgever wat na daardie datum tot die Nywerheid toetree, moet binne een maand nadat hy sy besigheid begin, benewens nakoming van paragraaf (c) (ii), aan die Sekretaris van die Raad die volgende besonderhede verstrek:

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

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

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

(iii) 'n Werkgever wat versuim om hom ingevolge hierdie klousule by die Raad te registreer, word geag 'n bedryfsinrigting te bestuur vir elektriese installering en/of onderhoud en/of versiening en/of werk aan elektriese uitrusting n.e.v. soos bepaal in Afdeling I (Aanhangsel B) en klousule 4 (1) en (3) van hierdie Deel van die Ooreenkoms.

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

29. EXPENSES OF THE COUNCIL

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

(1) Every employer entering the Industry after the date of coming into force of this Agreement, shall pay an amount of R25 within one month of becoming engaged in the Industry.

(2) Every employee and every employer shall contribute to the funds of the Council on the following scale:

Class	Column A	Column B	Column C
		Employee's contributions Per week Cents	Employer's contributions Per week Cents
I	Employees whose prescribed rate is R1,15 per hour or more	10	10
II	Employees whose prescribed rate is 98 cents per hour or more, but less than R1,15...	8	8
III	Employees whose prescribed rate is 70 cents per hour or more, but less than 98 cents...	5	5
IV	Employees whose prescribed rate is 46 cents per hour or more, but less than 70 cents...	3	3
V	Employees whose prescribed rate is less than 46 cents per hour.....	2	2
VI	General labourers, irrespective of the wages paid.....	1	1

(3) The amount shown in column B of the table shall be deducted by the employer from the wages of the employee.

(4) To the amounts thus deducted from the wages of his employees, each employer shall add the amounts shown in Column C of the table and forward the total sum together with the covering statement prescribed in Annexure A hereto to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), 807 Monte Carlo, Heerengracht, Foreshore, Cape Town, not later than the 15th day in each month.

(5) In any instance where no contributions are payable as provided for in subclauses (2), (3) and (4) hereof or the total amount payable under subclause (4) is less than one rand, the total amount referred to in subclause (4) shall be supplemented by the employer by such amount as to make the total a minimum payment of R1 in each month.

30. STORAGE, INSURANCE AND PROVISION OF TOOLS

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

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

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

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

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

29. UITGAWES VAN DIE RAAD

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

(1) Elke werkgever wat na die datum van die inwerkingtreding van die Ooreenkoms tot die Nywerheid toetree, moet binne een maand nadat hy tot die Nywerheid toetree, 'n bedrag van R25 betaal.

(2) Elke werknemer en elke werkgever moet ooreenkomstig die volgende skaal tot die Raadsfondse bydra:

Klas	Kolom A	Kolom B	Kolom C
		Werknemer se bydraes Per week Sent	Werkgever se bydraes Per week Sent
I	Werknemers wie se voorgeskrewe loon R1,15 per uur of meer is	10	10
II	Werknemers wie se voorgeskrewe loon 98 sent per uur of meer is, maar minder as R1,15.....	8	8
III	Werknemers wie se voorgeskrewe loon 70 sent per uur of meer is, maar minder as 98 sent.....	5	5
IV	Werknemers wie se voorgeskrewe loon 46 sent per uur of meer is, maar minder as 70 sent.....	3	3
V	Werknemers wie se voorgeskrewe loon minder as 46 sent per uur is.....	2	2
VI	Algemene arbeiders, ongeag die lone wat betaal word.....	1	1

(3) Die bedrag in kolom B van die tabel moet deur die werkgever van die loon van sy werknemer afgetrek word.

(4) By die bedrae wat aldus van die lone van sy werknemers afgetrek word, moet elke werkgever die bedrae voeg, wat in kolom C van die tabel aangetoon word, en die totale bedrag, saam met die bygaande staat soos voorgeskryf in Aanhangsel A hiervan, voor op op die 15de dag van elke maand aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Monte Carlo 807, Heerengracht, Strandgebied, Kaapstad, stuur.

(5) In elke geval waar geen bydraes soos voorgeskryf in subklousules (2), (3) en (4) hiervan betaalbaar is nie, of die totale bedrag wat kragtens subklousule (4) betaalbaar is, minder as een rand bedra, moet die totale bedrag wat in subklousule (4) voorgeskryf word, deur die werkgever aangevul word met sodanige bedrag wat die totaal 'n minimum betaling van R1 vir elke maand sal maak.

30. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

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

(2) Indien van 'n werknemer vereis word om enige van die volgende gereedskap en/of instrumente te gebruik by die uitvoering van sy werk, moet sodanige gereedskap en/of instrumente in goeie toestand en orde deur die werkgever verskaf word:

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

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

31. SPECIAL ALLOWANCES

(1) *Abnormally dirty work allowance* (for "abnormally dirty work" as defined).—(a) Where an employee (other than an employee expressly engaged as a cleaner) is required to work on abnormally dirty work, he shall be paid an allowance in addition to any other remuneration to which he is entitled under this Agreement of 20c per shift or part thereof.

(b) Where an employee has completed the hours of an ordinary shift or on abnormally dirty work, he shall when he works overtime on abnormally dirty work for not less than four hours, be paid a further 20c.

"Abnormally dirty work" means work in connection with diesel engines from the cross-head down, used marine boilers, furnaces, combustion chambers, smoke boxes, in bilges and in fuel tanks, performed on board ship.

(2) *Height allowance*.—Whenever an employee who does not customarily work aloft is required to work on ships and/or floating vessels, whether afloat or dry at a height of over 6 m above top deck level in circumstances necessitating the use of a safety belt, he shall, in addition to any other remuneration to which he is entitled under this Agreement, and for the period for which he is so occupied or for an hour, whichever is the greater, be paid an allowance of 8 per cent of his hourly rate.

32. CERTIFICATE OF SERVICE

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

PART II

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

1. INTRODUCTION

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

2. DEFINITIONS

(1) For the purpose of this clause—

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

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

3. LEAVE AND UNEMPLOYMENT PAY

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

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

31. SPESIALE TOELAES

(1) *Toelae vir buitengewoon vuil werk* (vir "buitengewoon vuil werk" soos omskryf).—(a) Wanneer daar van 'n werknemer (behalwe 'n werknemer wat spesiaal in diens is as 'n skoonmaker) vereis word om buitengewoon vuil werk te verrig, moet hy, bo en behalwe enige ander besoldiging waarop hy ooreenkomstig hierdie Ooreenkoms geregtig is, 'n toelae van 20c per skof of gedeelte daarvan betaal word.

(b) Wanneer 'n werknemer die ure van 'n gewone skof voltooi het of 'n skof waarin hy buitengewoon vuil werk verrig het, moet hy, wanneer hy minstens vier uur lank buitengewoon vuil werk as oortydwerk verrig het, 'n verdere 20c betaal word.

"Buitengewoon vuil werk" beteken werk in verband met diesel-enjins onderkant die kruiskop, gebruikte skeepsketels, oonde, verbrandingskamers, rookkaste, en in kimme en brandstoftenks, wat aan boord skip uitgevoer word.

(2) *Hoogtetoelae*.—Wanneer daar van 'n werknemer wat nie gewoonlik in die hoogte werk nie, vereis word om skepe en/of drywende vaartuie, hetsy drywend of droog, te verrig op 'n hoogte van meer as 6 m bokant die vlak van die bodem in omstandighede wat die gebruik van 'n veiligheidsgordel noodsaak, moet hy, bo en behalwe enige ander besoldiging waarop hy ooreenkomstig hierdie Ooreenkoms geregtig is, en vir die tydperk wat hy daarmee besig is of vir een uur, en wel die grootste van die twee, 'n toelae van 8 persent van sy uurloon betaal word.

32. DIENSSERTIFIKAAT

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

DEEL II

SPESIALE BEPALINGS VAN TOEPASSING OP DIE SEKSIE VAN DIE NYWERHEID VIR DIE VERSIENING VAN RADIO'S, VERKOELINGS- EN/OF HUISHOUDELIKE TOESTELLE

1. INLEIDING

Uitgesonderd waar dit strydig is met hierdie Deel van die Ooreenkoms—in welke geval die voorwaardes wat hierop volg van toepassing is en voorrang moet geniet—is die voorwaardes van Deel I van die Ooreenkoms van toepassing op werknemers in diens vir werk geklassifiseer onder loongroep A in klousule 4 van Deel I en werknemers vermeld in Afdeling 5 (Aanhangsel F) in diens in die seksie van die Nywerheid vir die versiening van radio's, verkoelings- en/of huishoudelike toestelle.

2. WOORDOMSKRYWING

(1) Vir die toepassing van hierdie klousule beteken—

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

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

3. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

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

(2) (a) Alle openbare feesdae ingevolge die Wet op Openbare Feesdae, 1952, soos van tyd tot tyd gewysig, is feesdae met betaling waarvoor 'n werknemer minstens sy gewone loon betaal moet word asof hy op daardie dag sy gemiddelde gewone werksure vir daardie dag van die week gewerk het: Met dien verstande

holiday falls on a Saturday, an employee who does not normally work on a Saturday shall be paid at his average ordinary hourly rate for the number of hours he would have been paid if the holiday fell within the period of Monday to Friday inclusive: Provided further that this subclause shall not apply to an employee who is on paid leave in terms of subclause (3) of this clause. For purposes of this subclause, the average ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate scheduled in this Agreement for the class of work being performed.

(b) Notwithstanding the provisions of paragraph (a), an employee who is required by his employer to work the shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift or shifts shall not be paid for such holiday unless he is absent with the permission of his employer or on account of sickness in circumstances beyond his control or the hours of the shift or shifts concerned have been worked in, in which event payment shall be made for the day as provided for in terms of this clause.

(c) Any employee who is aggrieved by the application to him of any of the provisions of paragraph (b) may appeal to the Council against the decision applied to him and the Council may after considering any reasons which may be submitted for such decision confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(3) Every employee employed in terms of this Part of the Agreement, shall be entitled to two consecutive weeks' plus two days' paid leave, subject to the following conditions:

(a) The qualification for such leave shall be 285 shifts (whether worked for one or more employers), exclusive of overtime actually worked on a six-day working week basis, or 50 calendar weeks of employment in the case of an employee working on a five-day week basis: Provided that—

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

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

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

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

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

(b) The leave shall include three week-ends and be for one unbroken period.

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

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

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

dat wanneer sodanige openbare feesdag op 'n Saterdag val, 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie, sy gemiddelde gewone uurloon vir die getal ure wat hy sou gewerk het as die feesdag binne die tydperk Maandag tot en met Vrydag geval het, betaal moet word: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n werknemer wat kragtens subklousule (3) van hierdie klousule op vakansie met besoldiging is. By die toepassing van hierdie subklousule is die gemiddelde gewone uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die loon wat in hierdie Ooreenkoms vasgestel is vir die klas werk wat verrig word.

(b) Ondanks paragraaf (a), word 'n werknemer wie se werkgever van hom vereis om te werk gedurende die skof wat enigeen van die openbare feesdae in hierdie klousule vermeld, onmiddellik voorafgaan en/of onmiddellik daarop volg, en wat gedurende sodanige skof of skofte van die werk af bly, nie vir sodanige feesdag betaal nie, tensy hy met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer afwesig is of tensy hy die ure van die betrokke skof of skofte ingewerk het, in welke geval hy ooreenkomstig hierdie klousule vir die dag betaal moet word.

(c) 'n Werknemer wat benadeel word deur die toepassing op hom van enigeen van die bepalings van paragraaf (b), kan by die Raad appél aanteken teen die beslissing en die Raad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bevestig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

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

(a) Die kwalifikasie vir sodanige verlof is 285 skofte, uitgesonderd oortyd (afgesien daarvan of dit vir een of meer werkgewers gewerk is), wat werklik op die grondslag van 'n sesdaagse werkweek gewerk is, of 50 kalenderweke diens in die geval van 'n werknemer wat 'n vyfdaagse week werk: Met dien verstande dat—

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

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

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

(iv) enige werknemer wat van die werk wegbly sonder genoegsame rede wat sy werkgever tevrede stel, vir elke skof of werkdag wat hy gedurende die afwesigheid verloor, vyf skofte of vyf sesdes van 'n week, na gelang van die geval, verbeur wat vir verlofkwalisering gewerk is, met 'n maksimum boete van 30 skofte of vyf kalenderweke in 'n bepaalde kwalifiserende tydperk vir verlof met betaling: Met dien verstande dat die werkgever binne sewe dae na die afwesigheid die Raad skriftelik daarvan in kennis moet stel;

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

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

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

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

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

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

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

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

For the purpose of subclause (4) (a):

(i) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him, on his ceasing work to go on leave, at the offices of the Council during the prescribed hours;

(ii) the employer shall, not later than seven days prior to the time that the employee is due to proceed on annual leave, forward to the Council a leave voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes.

(b) Any employer wishing to pay direct to his employees the leave and/or unemployment and/or special bonuses prescribed in clauses 3 and/or 4 of this Part of the Agreement upon such payments becoming due to such employee in terms of the said clauses may be permitted to do so with the prior approval of the Council on production of evidence to the satisfaction of the Council that the moneys due and/or accruing are adequately safeguarded by means of a surety issued by an approved bank, insurance company or similar financial institution.

For the purpose of subclause (4) (b):

(i) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him in cash by his employer on his ceasing work to go on leave;

(ii) the employer shall at the time of making the payment referred to in paragraph (i) and in clause 4 (2) of this Part of the Agreement forward to the Council a leave receipt voucher drawn up and supplied by the Council and containing the employee's signature as a receipt for the payment.

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

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

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

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

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

(g) Geen werknemer mag gedurende sy verlof teen vergoeding werk nie.

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

By die toepassing van subklousule (4) (a) moet die volgende bepaling nagekom word:

(i) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die geld wat vir die doel van sodanige verlof aan hom betaalbaar is, by die kantoor van die Raad aan hom betaal word wanneer hy ophou werk met die doel om op vakansie te gaan, en sodanige betaling moet binne die voorgeskrewe ure geskied;

(ii) die werkgever moet minstens sewe dae voor die datum waarop die werknemer sy jaarlikse verlof moet neem, aan die Raad 'n verlobbewys stuur in 'n vorm wat vir die Raad aanneemlik is en wat, vir verifikasiedoeleindes, die handtekening van die werknemer bevat.

(b) 'n Werkgever wat die verlob- en/of werkloosheids- en/of spesiale bonusse voorgeskryf in klousule 3 en/of 4 van hierdie Deel van die Ooreenkoms regstreeks aan sy werknemers wil betaal wanneer dit aan sodanige werknemers, ooreenkomstig genoemde klousules, verskuldig word, kan met die toestemming van die Raad toegelaat word om dit te doen wanneer hy aan die Raad bevredigende bewys lewer dat die geld wat verskuldig en/of aan die oploop is, behoorlik beveilig is deur middel van 'n waarborg uitgereik deur 'n goedgekeurde bank, versekeringsmaatskappy of dergelike finansiële inrigting.

By die toepassing van subklousule (4) (b) moet die volgende bepaling nagekom word:

(i) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die geld wat vir die doel van sodanige verlof aan hom betaalbaar is, in kontant deur sy werkgever aan hom betaal word wanneer hy ophou werk met die doel om op vakansie te gaan;

(ii) die werkgever moet ten tyde van die betaling in paragraaf (i) en in klousule 4 (2) van hierdie Deel van die Ooreenkoms vermeld, aan die Raad 'n verlobkwitansiebewys stuur in 'n vorm wat deur die Raad opgestel en verskaf is en wat die werknemer se handtekening as kwitansie vir die betaling bevat.

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

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

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

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

(8) (a) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, an employee who has been furnished with a voucher in terms of subclause (5) of this clause and is no longer employed in the Industry, shall be entitled, subject to paragraph (b) of this subclause, on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.

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

(9) (a) An employee who has been in continuous employment with one establishment on qualifying for his 10th period of annual leave as provided for in terms of subclause (3) of this clause and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and employee—

(i) the paid leave referred to in subclause (3) of this clause may be extended by an extra week; or

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

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

(10) Save as is otherwise provided herein, "employment", for purposes of this clause shall be deemed to commence from the date on which the employee assumed duty with the employer or the date on which he last became entitled to leave, whichever is the later.

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

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

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

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

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

(a) receive not less than one and two-thirds times the rate payable in respect of a shift ordinarily worked on a week day; or

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

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

(a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

(8) (a) Na verloop van minstens 49 weke, gereken vanaf die datum waarop die dienstydperk gedek deur die bewys begin, is 'n werknemer aan wie 'n bewys ingevolge subklousule (5) van hierdie klousule uitgereik is en wat nie meer in die Nywerheid in diens is nie, behoudens paragraaf (b) van hierdie subklousule, na hy die bewys aan die Raad voorgelê het, geregtig op betaling van 'n onbetaalde saldo wat in die boeke van die Raad in sy krediet staan.

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

(9) (a) 'n Werknemer wat in ononderbroke diens by dieselfde bedryfsinrigting was, is, wanneer hy vir sy 10de verloftydperk kwalifiseer soos bepaal ooreenkomstig subklousule (3) van hierdie klousule en elke jaar daarna terwyl hy in diens by dieselfde werkgever is, ongeag of genoemde bedryfsinrigting van eienaar verander het sedert die betrokke werknemer eerste in diens geneem is, al dan nie, geregtig op 'n ekstra week verlof met betaling wanneer dit vir die werkgever gerieflik is, of op die ekwivalente waarde daarvan: Met dien verstande dat by onderlinge ooreenkomts tussen werkgever en werknemer—

(i) die verlof met betaling wat in subklousule (3) van hierdie klousule vermeld word, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof vir die jaar van kwalifisering ingestel en opgehoop kan word totdat die werknemer vir drie sodanige ekstra weke verlof met betaling kwalifiseer.

(b) Wanneer die werkgever en werknemer die reëling tref waarvoor voorsiening kragtens paragraaf (a) (ii) van hierdie subklousule gemaak word en die werknemer vir drie ekstra weke verlof met betaling (hierna "die opgelope verlof" genoem), gekwalifiseer het, moet die werkgever die opgelope verlof toestaan en die werknemer moet dit neem wanneer die verlof met betaling, soos voorgeskryf in subklousule (3) van hierdie klousule, toegestaan en geneem word, tensy die werkgever en werknemer ooreenkom dat die opgelope verlof op 'n ander tyd geneem word: Met dien verstande dat die werkgever die werknemer in ieder geval geleentheid moet gee om die opgelope verlof in die tydperk te neem voordat hy vir die volgende verlof met betaling kwalifiseer, en dat wanneer die werknemer in gebreke bly om die opgelope verlof binne sodanige tydperk te neem, hy sy reg daarop verbeur.

(10) Behoudens andersluidende bepalings hierin, word "diens" vir die toepassing van hierdie klousule geag te begin vanaf die datum waarop die werknemer by die werkgever in diens tree of die datum waarop hy laas op vakansieverlof geregtig geword het, naamlik die jongste datum.

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

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

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

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

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

(a) minstens een en twee-derde maal die loon betaalbaar vir 'n skof wat gewoonlik op 'n weekdag gewerk word, ontvang; of

(b) minstens een en een-derde maal die gewone loon ontvang vir die totale tydperk wat op die vakansiedag gewerk word, plus, binne sewe dae, 'n dag verlof met volle betaling, bereken teen die loon vir 'n gewone skof vir daardie dag van die week.

(15) In hierdie klousule omvat die uitdrukking "werkgever"—

(a) in geval van die dood van 'n werkgever, die ekskuteur van sy boedel, of sy erfgenaam of legataris; en

(b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

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

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

(1) This clause shall apply to employees employed on work classified as Rate A in clause 4 of Part I of the Agreement, employees scheduled in Division 5 (Annexure F) and motor vehicle drivers employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry: Provided that it shall not apply to trainees, any category of Rates E to H work, labourers or watchmen.

(2) For the purpose of this clause—

"leave qualification" shall be the qualification for the paid leave prescribed in clause 3 of this Part of the Agreement and the expression "leave cycles" shall have the same meaning.

Whenever an employee to whom this subclause applies qualifies for and takes his paid leave after the date of coming into operation of this Agreement he shall at the same time be paid a leave bonus calculated according to the number of consecutive leave cycles completed with the same employer at date of qualification for his paid leave or pro rata from date of engagement in the case of an employee qualifying for his first paid leave in the service of an employer.

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate exceeds 51 cents per hour but does not exceed 69 cents per hour....	74	82	90	98
Where the employee's scheduled rate exceeds 69 cents per hour but does not exceed 81 cents per hour....	86	95	104	113
Where the employee's scheduled rate exceeds 81 cents per hour but does not exceed 97,5 cents per hour..	123	136	149	162
Where the employee's scheduled rate exceeds 97,5 cents per hour.....	135	150	165	180

(3) The provisions of subclause (2) above shall not apply to apprentices and/or employees employed on vehicle driving (external transport—vehicles driven on public roads) who at the same time as they are paid their leave pay shall be paid a leave bonus as follows:

(a) *Apprentices*.—A leave bonus per annum calculated at date of qualification for the paid leave in the first, second, third, fourth and fifth years' apprenticeship:

	R
First-year leave qualification.....	55
Second-year leave qualification.....	66
Third-year leave qualification.....	77
Fourth-year leave qualification.....	88
Fifth-year leave qualification.....	135

(b) *Vehicle driving (external transport—vehicles driven on public roads)*.—Leave bonus per annum calculated pro rata to the leave qualification completed after the date on which the employee last qualified for his paid leave, or the date of his engagement, whichever is the later.

Drivers of vehicles authorised to carry a pay-load of:

	R
Up to and including 907 kg.....	45
Over 907 kg and up to 2 722 kg.....	55
Over 2 722 kg and up to 4 536 kg.....	63
Over 4 536 kg.....	100

Note.—Shifts or periods of absence which count for holiday purposes in terms of clause 3 (3) (iii) of this Part of the Agreement must be included in the calculation of the bonus due.

(b) in geval van die bankrotskap van die werkgewer of die likwidasië van sy boedel of die oordrag of verkoop van sy besigheid, die trustee of likwidateur of nuwe eienaar van die besigheid;

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

4. VERLOF- EN SPESIALE BONUS VAN TOEPASSING IN DIE SEKSIE VAN DIE NYWERHEID VIR DIE VERSIENING VAN RADIO'S, VERKOELINGS- EN/OF HUISHOUDELIKE TOESTELLE

(1) Hierdie klousule is van toepassing op werknemers in diens vir werk geklassifiseer onder Loongroep A in klousule 4 van Deel I van die Ooreenkoms, werknemers vermeld in Afdeling 5 (Aanhangsel F) en motorvoertuigdrywers in diens in die seksie van die Nywerheid vir die versiening van radio's, verkoelings- en/of huishoudelike toestelle: Met dien verstande dat dit nie van toepassing is op kwekelinge enige klas onder Loongroepe E tot H, arbeiders of wagte nie.

(2) Vir die toepassing van hierdie klousule beteken—

"verlofkwalifikasie" die kwalifikasie vir die verlof met betaling in klousule 3 van hierdie Deel van die Ooreenkoms voorgeskryf en het "verlofsiklus" dieselfde betekenis.

Wanneer 'n werknemer op wie hierdie subklousule van toepassing is, kwalifiseer vir sy betaalde verlof en dit neem na die datum van inwerkingtreding van hierdie Ooreenkoms, moet hy terselfdertyd 'n verlofbonus betaal word, bereken volgens die getal agtereenvolgende verlofsiklusse wat op die datum van kwalifikasie by dieselfde werkgewer voltooi is vir sy betaalde verlof of pro rata vanaf die datum van indiensneming in die geval van 'n werknemer wat vir sy eerste betaalde verlof in die diens van 'n werkgewer kwalifiseer.

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of verdere verlofsiklusse
	R	R	R	R
Waar die werknemer se vasgestelde loon meer as 51 sent per uur maar hoogstens 69 sent per uur is.....	74	82	90	98
Waar die werknemer se vasgestelde loon meer as 69 sent per uur maar hoogstens 81 sent per uur is.....	86	95	104	113
Waar die werknemer se vasgestelde loon meer as 81 sent per uur maar hoogstens 97,5 sent per uur is.....	123	136	149	162
Waar die werknemer se vasgestelde loon meer as 97,5 sent per uur is.....	135	150	165	180

(3) Subklousule (2) hierbo is nie van toepassing nie op vakleerlinge en/of werknemers wat voertuie dryf (buitervoer—voertuie wat op openbare paaie gedryf word) wat die volgende verlofbonus betaal moet word wanneer hulle hul verlofbeslissing ontvang:

(a) *Vakleerlinge*.—'n Verlofbonus per jaar, bereken op die datum van kwalifikasie vir die met betaling verlof in die eerste, tweede, derde, vierde en vyfde jare vakleerlingskap:

	R
Eerste jaar se verlofkwalifikasie.....	55
Tweede jaar se verlofkwalifikasie.....	66
Derde jaar se verlofkwalifikasie.....	77
Vierde jaar se verlofkwalifikasie.....	88
Vyfde jaar se verlofkwalifikasie.....	135

(b) *Die dryf van voertuie (buitervoer—voertuie wat op openbare paaie gedryf word)*.—Verlofbonus per jaar, bereken in verhouding tot die verlofkwalifikasie voltooi ná die datum waarop die werknemer laas vir sy verlof met betaling gekwalifiseer het, of die datum van sy indiensneming, naamlik die jongste datum.

Drywers van voertuie wat gemagtig is om 'n loonvrag te dra van:

	R
Tot en met 907 kg.....	45
Meer as 907 kg en tot 2 722 kg.....	55
Meer as 2 722 kg en tot 4 536 kg.....	63
Meer as 4 536 kg.....	100

Opmerking.—Skofte of tydperke van 'n afwesigheid wat ingevolge klousule 3 (3) (iii) van hierdie Deel van die Ooreenkoms vir verlofdoeleindes tel, moet by die berekening van die verskuldigde bonus ingesluit word.

(4) Whenever an employer transmits to the Council leave payments in terms of clause 3 (4) (a) of this Part of the Agreement, he shall at the same time transmit the money equivalent of the special bonus specified for his class as contained under subclauses (2) and (3) of this clause in the manner set out in subclause (5).

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

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

5. STORAGE, INSURANCE AND PROVISION OF TOOLS

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

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

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

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

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

PART III

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED

Notwithstanding anything in these provisions contained, the provisions relating to "Hours of Work" (clause 5), "Overtime and Payment for Work on Sundays and Certain Public Holidays" (clause 6), "Night Shift Work" (clause 7), "Holiday and Unemployment Pay" (clause 13), "Leave Bonus" (clause 14), "Illness and/or Injury on Duty Allowance" (clause 27), "Certificate of Service" (clause 32) of Part I of the Agreement and the provisions of Part II of the Agreement shall not apply to employees employed on Rates E to H work, labourers and watchmen, to whom (except as is otherwise provided therein) the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. HOURS OF WORK

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

(a) to work for more than 45 hours, excluding meal times, in any one week; or

(b) to work more than eight hours, excluding meal times, on any one day: Provided that in any establishment in which—

(i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(4) Wanneer 'n werkgever verlofbetalings ingevolge klousule 3 (4) (a) van hierdie Deel van die Ooreenkoms aan die Raad stuur, moet hy terselfdertyd die geldekwivalent stuur van die spesiale bonus wat vir sy klas voorgeskryf is in subklousules (2) en (3) van hierdie klousule en wel op die wyse in subklousule (5) uiteengesit.

(5) Wanneer die diens van 'n werknemer eindig voordat hy geregtig word op verlof met betaling kragtens klousule 3 van hierdie Deel of klousule 13 van Deel I van die Ooreenkoms, soos toegepas by klousule 3 (12) van hierdie Deel, watter ook al van toepassing is, moet die werknemer gekrediteer word met 'n gedeelte van die bonus wat vir sy klas voorgeskryf word in verhouding tot die getal skofte of kalenderweke diens waarmee hy vir verlofdoeleindes gekrediteer is. Die werkgever moet die bedrag invul op die bewys wat aan die werknemer uitgereik moet word en wat die getal skofte of kalenderweke diens moet uiteensit wat vir verlofdoeleindes tel, en die geldekwivalent van die bonus onmiddellik aan die Sekretaris van die Raad stuur, tesame met die geldekwivalent van die verlof met betaling waarop hy geregtig is.

(6) Wanneer die bonus ingevolge subklousules (4) en (5) hiervan aan die Raad gestuur word, is klousule 3 (6), (7), (8) en (11) (b) van hierdie Deel van die Ooreenkoms betreffende die geldekwivalent van die verlof met betaling waarop hy geregtig is, *mutatis mutandis* van toepassing.

5. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

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

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

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

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

DEEL III

SPESIALE VOORWAARDES MET BETREKKING TOT SEKERE SOORTE ARBEID HIERIN VERMELD

Ondanks enigiets in hierdie bepaling, is die bepaling met betrekking tot "Werkure" (klousule 5), "Oortydwerk en betaling vir werk op Sondae en sekere openbare feesdae" (klousule 6), "Nagskofwerk" (klousule 7), "Verlof- en werkloosheidsbesoldiging" (klousule 13), "Verlofbonus" (klousule 14), "Toelae vir siekte of besering op diens" (klousule 27), "Dienssertifikaat" (klousule 32) van Deel I van die Ooreenkoms en die bepaling van Deel II van die Ooreenkoms nie van toepassing op werknemers wat in diens is in Loongroepe E tot H, arbeiders en wagte op wie (behoudens soos andersins daarin bepaal) die oorblywende bepaling van Deel I en die volgende spesiale bepaling toegepas moet word. (Die spesiale bepaling moet geld en voorrang geniet as dit strydig is met genoemde oorblywende bepaling van Deel I.)

1. WERKURE

(1) Geen werkgever mag, behoudens andersluidende bepaling in hierdie Deel van die Ooreenkoms, van 'n werknemer (uitgesonderd 'n wag) vereis of hom toelaat om—

(a) langer as 45 uur, uitgesonderd etenstye, in 'n bepaalde week te werk; of

(b) langer as agt uur, uitgesonderd etenstye, op 'n bepaalde dag te werk nie: Met dien verstande dat in 'n bedryfsinrigting waarin—

(i) die gewone werkure op een dag per week hoogstens vyf is, van 'n werknemer vereis of hy toegelaat kan word om vir 'n verdere tyd van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) the employees do not ordinarily work on more than five days in the week, an employee may on any workday be required or permitted to work for an additional period not exceeding one and a quarter hours.

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

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

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

(4) Notwithstanding the provisions of this clause—

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

(a) between 6 o'clock p.m. and 6 o'clock a.m.; or

(b) after 1 o'clock p.m. on more than five days in any week;

(ii) no employee who is a female, shall be required or permitted to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than 60 days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless she has—

(i) been given notice thereof before midday; or

(ii) been provided with an adequate meal before she has to commence overtime; or

(iii) been paid an allowance of not less than 15c in sufficient time to enable her to obtain a meal before the overtime was due to commence.

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

2. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS APPLICABLE TO ALL PART III EMPLOYEES

(1) Except as provided in subclauses (2), (3) and (4) of this clause, any time worked by employees after the completion of the normal shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:

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

(b) thereafter, at one and one-half times the hourly rate until the usual starting time of the employee's next shift: Provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and one-third times the hourly rate for the first six hours reckoned from the starting time on an ordinary working day and at one and one-half times the hourly rate thereafter.

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

(3) Whenever an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at one and one-half times the hourly rate for the time worked until the usual starting time of the shift.

(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five-day week shall be paid at one and one-third times his hourly rate for the first six hours reckoned from when he starts work and at one and one-half times his hourly rate thereafter; an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in subclause (1) of his clause: Provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For purposes of this subclause, "usual starting time" means the usual starting time on an ordinary working day.

(ii) die werknemers gewoonlik op hoogstens vyf dae per week werk, van 'n werknemer op enige werkdag vereis of hy toegelaat kan word om vir 'n verdere tydperk van hoogstens een en 'n kwart uur te werk.

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

(3) Van 'n werknemer mag nie vereis of hy mag nie toegelaat word om vir 'n ononderbroke tyd van meer as vyf uur sonder 'n onafgebroke pouse van minstens een uur te werk nie. Werktye wat deur 'n pouse van minder as een uur onderbreek word, word vir die toepassing van hierdie klousule as onafgebroke beskou.

(4) Ondanks hierdie klousule—

(i) mag 'n vroulike werknemer nie verplig of toegelaat word om—

(a) tussen 6 nm. en 6 vm.; of

(b) na 1 nm. op meer as vyf dae per week te werk nie;

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

(a) langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag oortyd te werk nie, tensy sy—

(i) voor 12-uur middag daarvan in kennis gestel is; of

(ii) van 'n toereikende ete voorsien is voordat sy met oortyd moet begin;

(iii) betyds 'n toelae van minstens 15c betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

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

2. OORTYDWERK EN BETALING VIR WERK OP SONDAE VAN TOEPASSING OP ALLE DEEL III-WERKNEMERS

(1) Behoudens subklousules (2), (3) en (4) van hierdie klousule, word alle tyd wat werknemers na voltooiing van die gewone skof in die betrokke bedryfsinrigting werk, geag oortydwerk te wees waarvoor soos volg betaal moet word:

(a) Teen een en 'n derde maal die uurloon gedurende die eerste ses uur onmiddellik na die gewone skof;

(b) daarna teen een en 'n half maal die uurloon tot die gewone aanvangstyd van die werknemer se eersvolgende gewone skof: Met dien verstande dat, in die geval van bedryfsinrigtings wat vyf dae per week werk, daar vir tyd wat op 'n Saterdag gewerk word, betaal moet word teen een en 'n derde maal die uurloon vir die eerste ses uur, gereken vanaf die aanvangstyd op 'n gewone werkdag, en daarna teen een en 'n half maal die uurloon.

(2) Wanneer 'n werknemer te eniger tyd na verloop van ses uur vandat hy sy gewone skof voltooi het, teruggeroep word vir dringende werk, moet hy een en 'n half maal sy uurloon betaal word vir die tydperk wat begin wanneer hy sy tuiste verlaat en eindig wanneer hy daarheen terugkeer, met inbegrip van die tyd wat hy aan die taak gewerk het, en wel tot die gewone aanvangstyd van sy eersvolgende gewone skof: Met dien verstande dat 'n werknemer wat vir dringende werk teruggeroep word, in elk geval een en 'n half maal sy uurloon betaal moet word vir die tyd gewerk vanaf middernag tot die gewone aanvangstyd van sy eersvolgende gewone skof.

(3) Wanneer daar van 'n werknemer vereis word om hom vir diens aan te meld voor die gewone aanvangstyd vir daardie dag van die week, moet hy een en 'n half maal die uurloon betaal word vir die tyd gewerk tot die gewone aanvangstyd van die skof.

(4) In alle gevalle waar 'n werknemer op sy eie versoek op 'n Saterdag vroeër begin werk as die gewone aanvangstyd, moet 'n werknemer wat vyf dae per week werk, een en 'n derde maal sy uurloon betaal word vir die eerste ses uur gereken vanaf die tyd waarop hy met sy werk begin, en daarna een en 'n half maal sy uurloon; 'n Werknemer wat ses dae per week werk, moet sy gewone uurloon betaal word vir die tydperk van sy gewone werkure op 'n Saterdag, en daarna moet hy betaal word soos in subklousule (1) van hierdie klousule bepaal: Met dien verstande dat, indien die werknemer meer as twee uur voor die gewone aanvangstyd begin werk, daar vir alle tyd gewerk tot 'n maksimum van twee uur voor die gewone aanvangstyd, betaal moet word teen een en 'n half maal die uurloon van die werknemer. By die toepassing van hierdie klousule beteken "gewone aanvangstyd" die gewone aanvangstyd op 'n gewone werkdag.

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

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

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

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

(a) For the hours worked before midnight, at one and one-half times the ordinary hourly rate plus 10 per cent;

(b) after midnight until completion of the shift, at the ordinary hourly rate plus 10 per cent.

(9) For the purpose of this clause—

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

"usual starting time" means the starting time on an ordinary working day.

(10) Notwithstanding the provisions of subclause (1) of this clause, where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided—

(a) that if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and

(b) that where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

Payment under this subclause shall be made as provided for in clause 9 (1) of Part I of the Agreement.

(11) Any employee who is aggrieved by the application to him of any of the provisions of subclause (10) may appeal to the Council against the decision applied to him, and the Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

3. SHIFT WORK

(1) Night shift work shall be paid at the hourly rate applicable plus 10 per cent.

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

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

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

(6) Werknemers wat dringende werk verrig, moet vir werk op Sondag minstens een en twee derde maal die uurloon betaal word vir die ure gewerk en moet betaling vir minstens vier uur se werk teen een en twee derde maal die uurloon ontvang vir ure gewerk voor die middag. Waar sodanige werk tot in die namiddag strek, is 'n minimum betaling vir agt uur teen een en twee derde maal die uurloon van toepassing.

(7) 'n Werknemer moet elke week een dag vry gegee word, en as hy op sodanige dag werk, moet hy een en twee derde maal die uurloon betaal word vir die tyd wat hy gewerk het tot die gewone aanvangstyd die daaropvolgende dag: Met dien verstande dat hy onder geen omstandighede minder as 'n minimum vir vier uur se loon teen een en twee derde maal die uurloon mag ontvang nie vir die ure wat hy voor die middag gewerk het. Waar sodanige werk tot in die namiddag strek, is 'n minimum betaling vir agt uur teen een en twee derde maal die uurloon van toepassing.

(8) Die bepalings van hierdie klousule betreffende betaling vir werk op Sondag, is nie van toepassing nie op skofte op Sondag gewerk in bedryfsinrigtings wat volgens 'n twee- of drieskofstelsel werk, en daar moet vir sodanige werk soos volg betaal word:

(a) Vir ure gewerk voor middernag, een en 'n half maal die gewone uurloon, plus 10 persent;

(b) vir ure gewerk na middernag en totdat die skof voltooi is die gewone uurloon, plus 10 persent;

(9) By die toepassing van hierdie klousule beteken—

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

"gewone aanvangstyd" die aanvangstyd op 'n gewone werkdag.

(10) Ondanks subklousule (1) van hierdie klousule, waar 'n werknemer in 'n bepaalde week gedurende enigeen van of al die gewone ure van 'n skof of skofte in die betrokke bedryfsinrigting van die werk afwesig is, moet sodanige gewone ure wat nie deur die werknemer gewerk is nie, afgetrek word van die oortydure gewerk en vir die ure aldus afgetrek, moet die werknemer sy gewone loon betaal word: Met dien verstande dat—

(a) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure gewerk, daar vir alle sodanige oortydure die werknemer se gewone uurloon betaal moet word; en

(b) waar 'n werknemer met die toestemming van sy werkgewer of weens siekte of omstandighede buite sy beheer van die werk afwesig is, die bepalings van hierdie subklousule nie van toepassing is nie en daar vir die oortydure gewerk in so 'n geval betaal moet word teen die oortydloos wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgewer 'n doktersertifikaat van 'n werknemer kan eis as bewys van oorsaak van afwesigheid.

Betaling ingevolge hierdie subklousule moet geskied ooreenkomstig klousule 9 (1) van Deel I van die Ooreenkoms.

(11) 'n Werknemer wat benadeel word deur die toepassing op hom van enigeen van die bepalings van subklousule (10), kan by die Raad appél aanteken teen die beslissing, en die Raad kan, nadat hy alle redes wat vir sodanige beslissing aangevoer is, oorweeg het, daardie beslissing bevestig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

3. SKOFWERK

(1) Vir nagskofwerk word die uurloon wat van toepassing is, plus 10 persent betaal.

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

(3) Minstens ses uur moet verloop tussen die plasing van 'n werknemer op nagskof en op dagskofte: Met dien verstande dat 'n werknemer gedurende sodanige tussentydperk van ses uur kan werk, mits aan hom een en 'n derde maal die uurloon vir oortyd- werk betaal word.

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

(a) Two-shift system—

(i) work ordinarily performed on the shift commencing in the morning shall be paid at ordinary hourly rates: Provided that if the shift commences before 6 a.m., time worked prior to 6 a.m. shall be paid at the ordinary hourly rate plus 10 per cent;

(ii) work ordinarily performed on the second shift shall be paid for as follows:

(aa) When the hours for the complete shift fall wholly within any period from 6 p.m. to 6 a.m. at the ordinary hourly rate plus 10 per cent;

(bb) when the hours for the complete shift do not fall wholly within any period from 6 p.m. to 6 a.m. at the ordinary hourly rate plus 5 per cent until midnight, and after midnight, at the ordinary hourly rate plus 10 per cent.

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

(i) second shift, at the ordinary hourly rate plus 5 per cent;

(ii) third shift, at the ordinary hourly rate plus 10 per cent.

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

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

4. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS

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

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

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

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

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

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

5. PAID LEAVE

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

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

(a) Tweeskofstelsel—

(i) vir werk wat gewoonlik verrig word op die skof wat in die oggend begin, word die gewone uurloon betaal: Met dien verstande dat indien die skof voor 6 vm. begin, daar vir tyd wat voor 6 vm. gewerk is, die gewone uurloon, plus 10 persent, betaal moet word;

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

(aa) Indien die ure vir die volledige skof geheel en al binne 'n tydperk van 6 nm. tot 6 vm. val, die gewone uurloon, plus 10 persent;

(bb) indien die ure vir die volledige skof nie geheel en al binne 'n tydperk van 6 nm. tot 6 vm. val nie, die gewone uurloon, plus 5 persent tot middernag, en na middernag die gewone uurloon, plus 10 persent.

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

(i) tweede skof, die gewone uurloon, plus 5 persent;

(ii) derde skof, die gewone uurloon, plus 10 persent.

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

Vir die toepassing van bogenoemde, beteken "verhoogde uurloon" die gewone uurloon plus die persentasiebedrag wat aan die einde van die skof daarvoor betaalbaar is.

4. BETALING VIR SEKERE OPENBARE FEESDAE

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

(b) Werknemers wat in die Seksie van die Nywerheid vir die Versiening van Radio's, Verkoelings- en/of Huishoudelike Toestelle, Deel II van die Ooreenkoms, in diens is, is op alle openbare feesdae ingevolge die Wet op Openbare Feesdae, 1952, soos van tyd tot tyd gewysig, geregtig, waarvoor 'n werknemer minstens sy gewone besoldiging betaal moet word asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

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

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

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

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

5. VERLOF MET BETALING

(1) (a) Behoudens paragraaf (b) moet 'n werkgever, ooreenkomstig paragrawe (b), (c) en (d), aan elke werknemer by hom in diens vir elke tydperk van 12 maande diens by hom, afwesighedsverlof van minstens drie weke met volle betaling toestaan of hom anders minstens twee agtereenvolgende weke afwesighedsverlof met volle betaling plus betaling vir een week in die plek van die derde week van afwesigheid toestaan. Vir elke openbare vakansiedag in klousule 4 (2) van hierdie Deel van die

that falls within the period of such leave, the employer shall add a work-day to the said period as a further period of leave of absence on full pay.

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

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

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

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

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

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

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

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

(4) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) is undergoing military training in pursuance of the Defence Act of 1957; or

(c) is absent from work on the instructions or at the request of the employer; or

(d) is absent from work owing to illness;

shall be deemed to be employment for the purpose of subclauses (1) and (3): Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails after the request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during 12 months of employment which is in excess of 30 days;

(ii) any employee whose employer is by any law required to provide for the care and treatment of employees while sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in subparagraph (i); and

(iii) the provisions of paragraph (b) shall not apply in respect of a period in excess of four months during any period of 12 calendar months.

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

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

Ooreenkoms bedoel wat binne sodanige verloftydperk val, moet die werkgewer een werkdag by genoemde verloftydperk voeg as 'n verdere tydperk van afwesigheidsverlof met volle betaling.

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

(c) 'n Werkgewer moet sodanige verlof toestaan vanaf 'n datum wat nie later nie as vier maande na die afloop van genoemde tydperk van 12 maande diens deur hom vasgestel moet word: Met dien verstande dat indien 'n werknemer voor die verstryking van genoemde tydperk van vier maande skriftelik daartoe instem, sy werkgewer sodanige verlof aan hom kan toestaan vanaf 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande.

(d) 'n Werkgewer mag nie sodanige verlof toestaan sodat dit saamval met enige diensopseggingstydperk of (uitgesonderd op die werknemer se skriftelike versoek) dat dit met enige tydperk saamval waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.

(2) Elke werknemer aan wie verlof kragtens subklousule (1) toegestaan word, moet betaling van die werkgewer vir sodanige verlof voor of op die laaste werkdag voor die aanvang van genoemde tydperk ontvang.

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

(a) sy volle besoldiging betaal vir enige tydperk van verlof wat hom toekom maar nie voor die diensbeëindigingsdatum toegestaan is nie; en

(b) (i) in die geval van werknemers, uitgesonderd dié in subklousule (1) (b) vermeld, een-twaalfde betaal van sy volle besoldiging vir drie weke ten opsigte van elke voltooide maand diens by die werkgewer na die datum waarop hy laas op verlof ingevolge subklousule (1) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens;

(ii) in die geval van 'n werknemer in subklousule (1) (b) vermeld, een-twaalfde betaal van sy volle besoldiging vir twee weke plus twee dae ten opsigte van elke voltooide maand diens by die werkgewer na die datum waarop hy laas kragtens subklousule (1) op verlof geregtig geword het, of in die geval van 'n werknemer wat vir minder as 12 maande in diens is, na die aanvangsdatum van sy diens.

(4) Enige tydperk waarin 'n werknemer—

(a) met verlof is kragtens subklousule (1); of

(b) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957; of

(c) op las of op versoek van die werkgewer van die werk afwesig is; of

(d) weens siekte van die werk afwesig is;

moet vir die toepassing van subklousules (1) en (3) as "diens" geag word: Met dien verstande dat—

(i) paragraaf (d) nie van toepassing is nie op afwesigheid as gevolg van siekte van meer as drie agtereenvolgende dae, as die werknemer versuim om op versoek van die werkgewer 'n sertifikaat van 'n mediese praktisyn voor te lê wat bevestig dat hy deur siekte verhinder is om sy werk te doen, of op daardie gedeelte van 'n totale tydperk van afwesigheid as gevolg van siekte gedurende 12 maande diens, wat meer as 30 dae is;

(ii) as die werkgewer by wet verplig is om te sorg vir die versorging en behandeling van sy werknemers terwyl hulle siek of beseer is, daar nie van sodanige werknemers vereis mag word om 'n doktersertifikaat in te dien vir enige tydperk van afwesigheid in subparagraaf (i) genoem nie; en

(iii) paragraaf (b) nie vir 'n langer tydperk as vier maande gedurende 'n tydperk van 12 kalendermaande geld nie.

(5) Enige bedrag wat aan 'n werknemer ingevolge subklousule (2) of (3) van hierdie klousule betaal word, moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens geëindig het, na gelang van die geval: Met dien verstande dat die besoldiging van werknemers wat aansporingsbonuswerk verrig, bereken moet word volgens die gemiddelde weeklikse verdienste, uitgesonderd oortyd, oor die laaste drie maande van sodanige diens of die getal weke wat hy werklik aansporingsbonuswerk verrig het, nl. die kortste tydperk.

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

(7) (a) An employee who has been in continuous employment with one establishment on qualifying for his 10th period of annual leave as provided for in terms of subclause (1) of this clause, and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and employee—

(i) the paid leave referred to in subclause (1) of this clause may be extended by an extra week; or

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

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

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

6. LEAVE BONUS

(1) For the purposes of this clause "leave qualification" shall be the qualification for the paid leave prescribed in clause 5 of this part of the Agreement and the expression "leave cycles" shall have the same meaning.

(2) Whenever an employee to whom this subclause applies qualifies for and takes his paid leave after the date of coming into operation of this Agreement he shall at the same time be paid a leave bonus calculated according to the number of consecutive leave cycles completed with the same employer at date of qualification for his paid leave or pro rata of engagement in the case of an employee qualifying for his first paid leave in the service of an employer.

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the class of work is scheduled at Rate H and employees employed on watchman's work.....	25	28	31	34
Where the class of work is scheduled at Rates E, F and G.....	35	40	45	50

7. SICKNESS COMPENSATION

(1) Whenever an employee is absent from work through sickness or injury his employer shall, subject to the provisions of this clause, grant to him sick leave calculated as follows:

(a) In respect of any periods of incapacity not exceeding two full shifts—sick leave without pay;

(b) in respect of any periods of continuous incapacity exceeding two full shifts—

(i) in the case of an employee who works a five-day week, a total of up to 10 working shifts only in the aggregate during any period of 12 consecutive months' service; and

(ii) in the case of an employee who works a six-day week, a total of up to 12 working shifts only in the aggregate during any period of 12 consecutive months' service;

sick leave at one normal shift's pay, exclusive of overtime, calculated on the employee's hourly rate of pay in respect of each full shift of such absence;

(7) (a) 'n Werknemer wat ononderbroke in die diens van een bedryfsinrigting was en wat vir sy 10de jaarlikse verloftydperk ooreenkomstig subklousule (1) van hierdie klousule kwalifiseer, is by sodanige kwalifisering en elke jaar daarna terwyl hy in die diens van dieselfde bedryfsinrigting bly—afgesien daarvan of genoemde bedryfsinrigting van eienaar verander het sedert die betrokke werknemer vir die eerste maal in diens geneem is—geregig op 'n ekstra week verlof met betaling, wat deur die werkgever toegestaan moet word soos dit hom pas, of op die ekwivalente waarde daarvan: Met dien verstande dat, by onderlinge ooreenkomste tussen die werkgever en die werknemer—

(i) die verlof met betaling in subklousule (1) van hierdie klousule vermeld, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof van die kwalifiserende jaar af uitgestel en deur die werknemer opgehoop kan word totdat hy vir drie sodanige ekstra weke verlof met besoldiging kwalifiseer.

(b) Wanneer die werkgever en die werknemer tot die ooreenkoms geraak soos in paragraaf (a) (ii) van hierdie subklousule bepaal en die werknemer vir drie sodanige ekstra weke verlof met betaling (hieronder die "opgehoopde verlof" genoem) gekwalifiseer het, moet die werknemer die opgehoopde verlof neem en moet die werkgever dit verleen wanneer die werknemer die verlof met betaling in subklousule (1) van hierdie klousule vermeld, verleen word en hy dit neem tensy die werkgever en die werknemer ooreenkoms dat die opgehoopde verlof op 'n ander tyd geneem word: Met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgehoopde verlof te neem in die tydperk voor sy eersvolgende kwalifisering vir verlof met betaling, en as die werknemer versuim om die opgehoopde verlof binne sodanige tydperk te neem, vervel sy reg daarop.

(c) By die beëindiging van die diens van 'n werknemer wat op die addisionele verlof met betaling geregtig geword het maar nog nie die ekwivalente waarde daarvan soos in hierdie subklousule bepaal, ontvang het nie, moet hy, wanneer sy diens aldus beëindig word, vir sodanige ekstra verlof met besoldiging betaal word waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

6. VERLOFBONUS

(1) Vir die toepassing van hierdie klousule beteken "verlof-kwalifikasie" die kwalifikasie vir die verlof met betaling in klousule 5 van hierdie deel van die Ooreenkoms voorgeskryf en het "verlofsiklusse" dieselfde beteken.

(2) Wanneer 'n werknemer op wie hierdie subklousule van toepassing is vir sy verlof met betaling kwalifiseer en dit na die datum van inwerkingtreding van hierdie Ooreenkoms neem, moet hy terselfdertyd 'n verlofbonus betaal word wat bereken is volgens die getal agtereenvolgende verlofsiklusse wat by dieselfde werkgever voltooi is op die datum van kwalifikasie vir sy verlof met betaling of pro rata vanaf die datum van indiensneming in die geval van 'n werknemer wat vir sy eerste verlof met betaling in die diens van 'n werkgever kwalifiseer.

	Eerste verlof-siklus	Tweede verlof-siklus	Derde verlof-siklus	Vierde of verdere verlof-siklusse
	R	R	R	R
Waar die klas werk teen Loon H vasgestel is en werknemers in diens is as wagte....	25	28	31	34
Waar die klas werk teen Lone E, F en G vasgestel is.....	35	40	45	50

7. SIEKTEVERGOEDING

(1) Wanneer 'n werknemer weens siekte of 'n besering van sy werk afwesig is, moet sy werkgever, behoudens hierdie klousule, hom siekteverlof verleen wat soos volg bereken moet word:

(a) Vir tydperke van werkonvermoë van hoogstens twee volle skofte—siekteverlof sonder betaling;

(b) vir tydperke van ononderbroke werkonvermoë wat langer as twee volle skofte duur—

(i) in die geval van 'n werknemer wat vyf dae per week werk, hoogstens 10 werkskofte altesaam gedurende enige tydperk van 12 agtereenvolgende maande diens; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, hoogstens 12 werkskofte altesaam gedurende enige tydperk van 12 agtereenvolgende maande diens;

siekteverlof teen die besoldiging vir 'n gewone skof, uitgesonderd oortyd, bereken volgens die werknemer se uurloon, vir elke volle skof wat hy aldus afwesig is;

(c) in respect of any periods of continuous or subsequent incapacity which may, in the course of a period of 12 consecutive months, exceed the period stipulated in subclause (1) (b) (i) and (ii) hereof, sick leave at one third of a normal shift's pay, exclusive of overtime, calculated on the employee's hourly rate of pay, in respect of each full shift of the balance of such absence.

(2) Subject to the provisions of subclauses (3) and (5) hereof, every employee shall accrue credits for purposes of sickness compensation at the rate of $2\frac{1}{2}$ shifts for every 22 shifts worked in the case of an employee who works a five-day week and 26 shifts in the case of an employee who works a six-day week: Provided that no employee shall at any time be entitled to accrue credits for compensation in excess of 65 shifts in the case of an employee who works a five-day week and 78 shifts in the case of an employee who works a six-day week.

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

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

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

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

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

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

(i) in respect of the first two shifts of any period of absence;

(ii) in respect of absences from work which are compensable under the Workmen's Compensation Act, 1941;

(iii) in respect of sickness or injury attributed to misconduct or excessive indulgence in intoxicating liquor or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots;

(iv) in respect of paid public holidays as specified in this Agreement, or in respect of any portion of the paid leave referred to in clause 5 of this Part of this Agreement;

(v) in any one cycle of 12 months employment with the same employer in excess of the maximum number of credits he is permitted to accrue in terms of subclause (2) of this clause;

(vi) in respect of sickness or injury contracted or sustained during any period of absence from work such as referred to in subclause (11) of this clause.

(9) Payment of the sickness compensation may be made to the employee concerned periodically during his absence but shall not be later than the first pay-day after his return to duty: Provided that, and as a condition precedent to the payment by him of any sickness compensation in terms of this clause, an employer may require any such employee, who has qualified for sickness compensation in terms of this clause, to obtain and produce to the employer as proof of cause of absence a medical certificate from a medical practitioner in respect of periods of absence covering four consecutive days or more.

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

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

8. ALLOWANCES

An employee whose work is scheduled in this Agreement at Rates E, F, G or H who by reason of his employment is away from his usual working place and is required by his employer

(c) vir tydperke van ononderbroke of latere werkonvermoë wat, in die loop van 'n tydperk van 12 agtereenvolgende maande, langer is as die tydperk bepaal in subklousule (1) (b) (i) en (ii) hiervan, siekteverlof teen een derde van die betaling vir 'n gewone skof, uitgesonderd oortyd, bereken volgens die werknemer se uurloon; vir elke volle skof vir die res van sodanige afwesigheid.

(2) Behoudens subklousules (3) en (5) hiervan, loop daar vir elke werknemer 'n kredit vir die doeleindes van siektevergoeding op teen $2\frac{1}{2}$ skofte vir elke 22 skofte gewerk in die geval van 'n werknemer wat vyf dae per week werk en 26 skofte in die geval van 'n werknemer wat ses dae per week werk: Met dien verstande dat geen werknemer te eniger tyd daarop geregtig is om 'n groter kredit vir vergoeding te laat ooploop nie as 65 skofte in die geval van 'n werknemer wat vyf dae per week werk en 78 skofte in die geval van 'n werknemer wat ses dae per week werk.

(3) Slegs kredit opgeloopte ten opsigte van ononderbroke diens by die huidige werkgever tel vir siektevergoeding.

(4) Waar die diens van 'n werknemer beëindig word gedurende sy afwesigheid weens siekte of 'n ongeluk waarvoor siektevergoeding ingevolge hierdie klousule betaalbaar is, moet die werkgever aanhou om sodanige vergoeding te betaal totdat die kredit wat vir sodanige werknemer opgeloopte het, uitgeput is, mits 'n doktersertifikaat ingedien word soos in hierdie klousule van hierdie Ooreenkoms voorgeskryf.

(5) Wanneer 'n werknemer siektevergoeding ooreenkomstig hierdie klousule ontvang, word die totale kredit wat vir die betrokke werknemer opgeloopte het, met die totale getal skofte waarvoor vergoeding betaal is, verminder totdat die totale kredit wat vir die werknemer opgeloopte het, uitgeput is.

(6) Waar die werkgever sy werknemer van kos en/of inwoning voorsien gedurende sy siekte, kan die siektevergoeding wat ingevolge hierdie klousule betaalbaar is, verminder word met R1,10 per week as slegs kos verskaf word of 40c per week as slegs inwoning verskaf word of R1,50 per week as kos en inwoning verskaf word.

(7) Waar daar by wet van 'n werkgever vereis word om gelde vir die hospitaal- en/of mediese behandeling van 'n werknemer te betaal en hy sodanige gelde wel betaal, kan die bedrag aldus betaal, afgetrek word van die betaling verskuldig vir siektevergoeding ingevolge hierdie klousule.

(8) Geen werknemer is daarop geregtig om siektevergoeding te ontvang nie—

(i) vir die eerste twee skofte van enige tydperk van afwesigheid;

(ii) vir afwesigheid waarvoor skadeloosstelling kragtens die Ongevallewet, 1941, betaalbaar is;

(iii) vir siekte of 'n besering wat te wyte is aan wangedrag of buitensporige gebruik van bedwelmende drank of verdovingsmiddels of aan beserings opgedoen as gevolg van enige vorm van burgerlike onluste of betrokkenheid by openbare oproer;

(iv) vir openbare vakansiedae met betaling soos in hierdie Ooreenkoms bepaal, of vir enige gedeelte van die verlof met betaling wat in klousule 5 van hierdie Deel van hierdie Ooreenkoms vermeld word;

(v) wat in enige kringloop van 12 maande diens by dieselfde werkgever meer beloop as die kredit wat hy toegelaat word om ooreenkomstig subklousule (2) van hierdie klousule te laat ooploop;

(vi) vir siekte of 'n besering opgedoen gedurende enige tydperk van afwesigheid in subklousule (11) van hierdie klousule vermeld.

(9) Die siektevergoeding kan periodiek aan die betrokke werknemer gedurende sy afwesigheid betaal word, maar dit mag nie later as die eerste betaaldag na sy terugkeer tot sy diens betaal word nie: Met dien verstande dat 'n werkgever as 'n opskortende voorwaarde vir die betaling, deur hom, van enige siektevergoeding ooreenkomstig hierdie klousule, kan vereis dat sodanige werknemer wat kragtens hierdie klousule vir siektevergoeding gekwalifiseer het, 'n doktersertifikaat van 'n mediese praktisyn moet verkry en indien as bewys van die oorsaak van sy afwesigheid ten opsigte van tydperke van afwesigheid van vier of meer agtereenvolgende dae.

(10) By die toepassing van hierdie klousule tel afwesigheid op openbare vakansiedae met betaling en ook verlof met betaling as "skofte gewerk".

(11) Afwesigheid met die toestemming van die werkgever vir 'n bepaalde tydperk van hoogstens ses maande in een kringloop van 12 maande diens by dieselfde werkgever word nie geag 'n onderbreking van 'n werknemer se aaneenlopende diens te wees nie, mits die betrokke werknemer gedurende sodanige afwesigheid nie vir 'n ander werkgever werk nie.

8. TOELAES

Werknemers wie se werk in hierdie Ooreenkoms onder Lone E, F, G of H ingedeel is en van wie die werkgever, weens hul diens weg van hul gewone werkplekke af, vereis dat hulle weg

to live away from his usual domicile shall be provided with board and lodging accommodation which shall include sleeping bunks or shall be provided with lodging accommodation which shall include sleeping bunks and be paid a subsistence allowance of not less than R1 per day.

9. CERTIFICATE OF SERVICE

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

Signed at Cape Town for and on behalf of the parties this 12th day of January 1973.

A. P. BUTLER, Chairman.

F. K. LIGHTON, Vice-Chairman.

W. R. PENGELLY, Secretary.

ANNEXURE A

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

Name of firm.....
Address..... (office)
..... (workshop)
Return for the month of..... 19.....

Benefit Fund number	Engagements and discharges		Date engaged	Date left
	Name of employee	Occupation		

EMPLOYEES LIABLE FOR LEVIES

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

Number of apprentices not liable for levies

LEVIES PAYABLE

Number of employees	Weeks employed	Class	Employee's contribution	Employer's contribution	Total
		I Deduction— 10c per week...	R	R	R
		II Deduction— 8c per week....			
		III Deduction— 5c per week....			
		IV Deduction— 3c per week....			
		V Deduction— 2c per week....			
		VI Deduction— 1c per week....			

Cheque herewith..... R.....

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

van hul gewone woonplekke af moet bly, moet voorsien word van kos en akkommodasie wat slaapbanke moet insluit of voorsien word van akkommodasie wat slaapbanke moet insluit en 'n verblyftoelae van minstens R1 per dag betaal word.

9. DIENSSERTIFIKAAT

Elke werkgewer moet elke werknemer by die beëindiging van sy diens voorsien van 'n dienssertifikaat in die vorm wat die Raad van tyd tot tyd voorskryf.

Namens die partye op hede die 12de dag van Januarie 1973 te Kaapstad onderteken.

A. P. BUTLER, Voorsitter.

E. K. LIGHTON, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

AANHANGSEL A

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

Naam van firma.....
Adres..... (kantoor)
..... (werkwinkel)
Opgawe vir die maand..... 19.....

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

WERKNEMERS WAT HEFFINGS MOET BETAAL

Getal vakleerlinge wat nie heffings
hoef te betaal
nie

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

HEFFINGS BETAALBAAR

Getal werknemers	Weke in diens	Klas	Werk-nemers-bydraes	Werk-gewers-bydraes	Totaal
		I Korting— 10c per week...	R	R	R
		II Korting— 8c per week....			
		III Korting— 5c per week....			
		IV Korting— 3c per week....			
		V Korting— 2c per week....			
		VI Korting— 1c per week....			

Tjek hierby..... R.....

Volledige lyste van werknemers moet slegs by die eerste indiening van hierdie vorm gestuur word.

Subsequent lists merely to indicate engagements and discharges. If sufficient space is not provided on this form, please submit supplementary typed lists.

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

ANNEXURE B DIVISION 1

Electrical installations, maintenance, repair and/or servicing work

Rate A (n.e.s.)

Rate per hour

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

R1,15
After six months continuous service with the same employer: R1,35

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

Rate AA

Rate per hour

Intercommunication telephone installing (excluding electronic equipment)—
First six months of experience.....
Second six months of experience.....
Third six months of experience.....
Thereafter.....

98c
R1,01
R1,04
R1,15
After six months continuous service with the same employer: R1,20.
After 12 months continuous service with the same employer: R1,25.

Machinist's work (n.e.s.) viz. shaping, slotting, planing, milling (excluding universal milling), grinding (excluding universal grinding) and the operation of gear cutting and rotary machine tools, including vertical turret machine, but excluding centre lathes (with or without copying and/or profiling attachments), boring mills (vertical and horizontal type with or without copying and/or profiling attachments), die-sinking machines and universal machining (excluding repair work).....
(Employees employed on machinist's work shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like.).....

Toolsetting on fully-automatic and semi-automatic machines.....
For purposes of the above, "fully-automatic machine" is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical arm fed) and the manual operations are limited to setting the machine in motion and stopping and feeding a new bar into the machine or loading the magazine, as the case may be.
"Semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.

High potential testing when performed by persons normally engaged in operative processes.....

Calibrating and/or adjusting electrical measuring devices.....

All operations (n.e.s.) in the building up of transformers, other than yoke, above 45 MVA, including wiring to pre-determined points on or attached to the transformer (excluding fitting adjustments).....

Preparing and/or erecting overhead power lines in field or on site (linesmen).....

Daaropvolgende lyste hoef net indiensneming en ontslag te vermeld. As daar nie voldoende ruimte op hierdie vorm is nie, stuur asseblief aanvullende getikte lyste.

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

AANHANGSEL B AFDELING 1

Elektriese installering, onderhoud, herstelwerk en/of versiening
Loon A (n.e.v.) Uurloon

Ankerwikkeling.....
*Werk van telekommunikasietegnikus.....
Elektrotegniese paswerk.....
Oprigting van boggrondse kraglyne (toesighoudende werk in die veld).....
Installering van elektriese ontwikkelings-, verspreidings- en beweegkraguitrusting, met inbegrip van kabellasterwerk.....
Telefoonelektrisiën se werk.....
Werk van X-straal- en elektromediese werktuigkundige.....

R1,15
Na ses maande ononderbroke diens by dieselfde werk-gewer: R1,35

*Opmerking.—Wat die werk van telekommunikasietegnici betref, is die bepalings van hierdie Ooreenkoms betreffende oortyd werk, skofwerk en werk op openbare vakansiedae nie op werk aan totalisators van toepassing nie.

Loon AA

Uurloon

Installering van intertelefone (uitgesonderd elektroniese uitrusting)—
Eerste ses maande ondervinding.....
Tweede ses maande ondervinding.....
Derde ses maande ondervinding.....
Daarna.....

98c
R1,01
R1,04
R1,15
Na ses maande ononderbroke diens by dieselfde werk-gewer: R1,20.
Na 12 maande ononderbroke diens by dieselfde werk-gewer: R1,25.

Masjieniswerk (n.e.v.) nl. fatsoeneerwerk, gleufwerk, skaafwerk, freeswerk (uitgesonderd universele freeswerk), slypwerk (uitgesonderd universele slypwerk) en die bediening van ratsny- en draaimasjiengereedskap, met inbegrip van vertikale toringmasjiën, maar uitgesonderd senterdraaibanke (met of sonder kopieer- en/of profieltoebehore), draai- en boorbanke (vertikale en horisontale tipe, met of sonder kopieer- en/of profieltoebehore), stempelsnymasjiene en universele masjienwerk (uitgesonderd herstelwerk).....
(Werknemers wat masjieniswerk verrig, moet toegelaat word om hul eie werk op te stel, hul eie gereedskap te slyp en te set en om volgens en met presisiemeetinstrumente, met inbegrip van meetstokke, meetpassers, ens., te werk.)

Gereedskapstelwerk op volkome outomatiese en halfoutomatiese masjiene.....
Vir die toepassing van bogenoemde, beteken "volkome outomatiese masjiën" 'n masjiën wat met 'n staaf gevoer word of 'n masjiën wat uitgerus is met 'n outomatiese kloukoptoestel (d.w.s. magasyn- en/of tafel- en/of meganiese-armtoevoer) en is die handwerksaamhede beperk tot die aansit en stop van die masjiën en die voer van 'n nuwe staaf in die masjiën of die laai van die magasyn, na gelang van die geval. "Halfoutomatiese masjiën" is 'n masjiën waarop dit nie nodig is om die werk met die hand te sentreer of in lyn te stel nie en waar die handwerksaamhede beperk is tot die laai van die stuk werk in die kloukop of houtoestel van die masjiën, die aansit van die masjiën, die aanskuif of terugtrek van gereedskap voor en nadat die kragstok oorneem, en die stopsit en ontlai van die masjiën.

Hoëpotensiaaltoetswerk wanneer verrig deur persone wat gewoonlik operateursprosesse verrig.....

Kalibrering en/of stel van elektriese meettoestelle
Alle werksaamhede (n.e.v.) in die bou van transformators, uitgesonderd juk, meer as 45 MVA, met inbegrip van bedrading na voorafbepaalde punte op of aangebring aan die transformator (uitgesonderd verstellings).....

Opstelling en/of oprigting van boggrondse kraglyne in die veld of op die terrein (lynwerkers).....

Na ses maande ononderbroke diens by dieselfde werk-gewer: R1,20.
Na 12 maande ononderbroke diens by dieselfde werk-gewer: R1,25.

Rate AA

First six months of experience.....	R1,01
Second six months of experience.....	R1,04
Thereafter.....	R1,15

Rate per hour

After six months continuous service with the same employer: R1,20.
After 12 months continuous service with the same employer: R1,25.

Rate B

Cold sawing where the sawyer marks direct from cutting list (structural metal work).....	R1,04
Wire drawing, including supervisory work and setting up on wire drawing machine (n.e.s.)..	
All operations (n.e.s.) in the building up of transformers other than yoke, above 5 MVA and up to 45 MVA, including wiring to pre-determined points on or attached to the transformer (excluding fitting adjustments).....	
Drilling machine work (n.e.s.).....	

Rate per hour**Rate C**

Operating multi-head oxy-acetylene cutting machines and/or profiling and/or flame planing and/or bevel cutting machines (including setting up).....	R1,01
Repetitive full-time production balancing where the weight of the article being balanced exceeds 455 kg.....	
Setting of trips and/or stops on coil forming machines.....	
Repetition roller bending (n.e.s.).....	
All operations (n.e.s.) in the building up of transformers, other than yoke, above 300 kVA and up to 5 MVA, including wiring to pre-determined points on or attached to the transformer (excluding fitting adjustments).....	R1,01
Final machining of slip rings on completed rotors (by means of special purpose machine).....	
Winding disc windings with parallel strip conductors.....	
Winding LV double layer sling windings with parallel strip.....	

Rate per hour**Rate D**

Arc and/or gas cutting.....	98
All operations in the building up (excluding sub-assembly, motor fielding and fitting) of motors and generators having a rotating core diameter exceeding 500 mm.....	
Hand welding by mechanically fed electrodes....	
Hot and/or cold bending and/or forming to jigs and/or stops in power-driven press brake and/or folding machine (n.e.s.).....	
Riveting and/or caulking (n.e.s.).....	
Changing of self-locating dies on die-casting machines.....	
Changing of self-locating dies on manually-operated presses.....	
Changing of self-locating mandrels and/or formers on coil-winding machines.....	
Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up but including the use of fixed gauges).....	
Operating single-head oxy-acetylene profiling machine and/or straight line cutting machine	
Operating power saw and/or cropping machine (n.e.s.) including marking off with tape and/or rule only and setting of stops.....	
Preliminary tack welding for positioning of jobs prior to welding or riveting or bolting up (runs of not more than 26 mm in length).....	
Repetition welding and/or brazing in jigs.....	

Rate per hour Cents**Loon AA**

Eerste ses maande ondervinding.....	R1,01
Tweede ses maande ondervinding.....	R1,04
Daarna.....	R1,15

Uurloon

Na ses maande ononderbroke diens by dieselfde werk-gewer: R1,20.
Na 12 maande ononderbroke diens by dieselfde werk-gewer: R1,25.

Loon B

Kouesaagwerk waar die saer regstreeks van die saaglys af afmerk (boumetaalwerk).....	R1,04
Draadtrekwerk, met inbegrip van toesighouerswerk en opstelling van werk in draadtrekmasjien (n.e.v.).....	
Alle werksaamhede (n.e.v.) in die bou van transformators, uitgesonderd, meer as 5 MVA en tot 45 MVA, met inbegrip van bedrading volgens voorafgestelde punte op of geheg aan die transformator (uitgesonderd stelwerk....	
Boormasjienwerk (n.e.v.).....	

Uurloon**Loon C**

Bediening van veelkoppige oksiasetileensmasjien en/of profileer- en/of vlamskaaf- en/of afskuinsmasjien (met inbegrip van opstelling)	R1,01
Herhalende voltydse produksiebalansering waar die gewig van die artikel wat gebalanseer word meer as 455 kg is.....	
Opstelling van uitklinkers en/of stuiters op spoelmasjien.....	
Herhalende rolbuigwerk (n.e.v.).....	
Alle werksaamhede (n.e.v.) in die bou van transformators, uitgesonderd juk, meer as 300 kVA en tot 5 MVA, met inbegrip van bedrading na voorafgestelde punte op of geheg aan die transformator (uitgesonderd stelwerk).....	
Finale masjinerie van sleepinge op voltooide rotors (d.m.v. masjien spesiaal vir die doel gemaak).....	
Wikkeling van skyfwikkelings met parallelstrookgeleiers.....	
Wikkeling van ls-tweelaagslinterwikkelings met parallelstrook.....	

Uurloon**Loon D**

Boog- en/of gassnywerk.....	98
Alle werksaamhede in die bou (uitgesonderd sub-samestel, motorveldwerk en aanbringwerk) van motore en generators met 'n draaikern-deursnee van meer as 500 mm.....	
Handswiswerk met meganiese gevoerde elektrodes.....	
Warm- en/of kouebuigwerk en/of fatsoenering volgens setmate en/of stuiters in kragange-drewe persrem- en/of voumasjien (n.e.v.)....	
Klink- en/of kalfaterwerk (n.e.v.).....	
Verandering van selflokalisierende stempels op stempelgiemasjien.....	
Verandering van selflokalisierende stempels op handaangedrewe perse.....	
Verandering van selflokalisierende drewels en/of vormers op spoelwikkemasjien.....	
Herhalende masjienwerk d.m.v. hegstukke en/of setmate en/of stuiters waar die werksiklus met die hand aangedryf word (uitgesonderd opstelling maar met inbegrip van die gebruik van vaste meters).....	
Bediening van enkelkopoksiasetileenprofielmasjien en/of reguitlynsnemasjien.....	
Bediening van kragsaag en/of afsnemasjien (n.e.v.) met inbegrip van afmerk met meetband en/of meetstok alleenlik, en opstel van stuiters	
Voorlopige hegswiswerk om werkstukke in posisie te plaas voor sweis- of klink- of boutwerk (lae van hoogstens 26 mm lank).....	
Herhalende sweis- en/of sweissoldeerwerk in setmate.....	

Uurloon Sent

Rate D	Rate per hour Cents
(Repetition welding and/or brazing in jigs means that the jig must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the jig, and thereafter the same employee must complete the weld on the article when it is removed from the jig.)	
Setting of stops on guillotine for cutting insulation only.....	
Setting of stops on manually operated guillotine	
Setting of stops on tube and/or pipe bending machine.....	
Commutator undercutting (n.e.s.).....	
Field coil winding using bare strip.....	
Routine mechanical coupling up with standard equipment of machines up to and including 265 kW on test beds (n.e.s.).....	
Assembling (n.e.s.) where no fitting adjustments are required.....	
All winding operations in repair work using pre-formed coils (excluding connecting up and/or testing) in the rewinding of generators and motors whose kilowatt shall not be greater than determined by the expression—	
$\text{kW} = \frac{\text{r/min}}{40}$, the kilowatt applying at the undermentioned speeds, lower speeds being pro rata:	
Speed:	
r/min... 3 000 1 500 1 000 750	
Maximum kW allowed.. 75 37,5 25 19	
Cutting and/or cropping and/or shearing and/or punching to jigs and/or length gauges and/or stops and/or templates, excluding oxy-acetylene cutting (n.e.s.).....	98
Operating nibbling machine (n.e.s.).....	
Winding of LV coils with parallel strip conductors for transformers above 1 000 kVA and 11 kV.....	
Disc windings wound with single strip conductors	
Marking off material (n.e.s.).....	
("Marking off" means marking off material to given lengths for cutting off purposes only, using only length gauges and/or rule and/or tape measure and marking material.)	
Drilling and/or reaming and/or tapping and/or spotfacing on radial drilling machine to jigs and/or fixtures and/or marks and/or pops (n.e.s.) including sharpening of drills.....	
Brazing of leads and/or located parts.....	
Banding of rotors and/or armatures.....	
Stud welding to dimples.....	
Wrapping of high voltage paper bushings (foiled synthetic bonded) by machine.....	
Repetition full time production balancing where the mass of the article being balanced exceeds 228 kg but does not exceed 455 kg.....	
Marking out insulation material for switch gear and/or transformers from drawings and/or schedules under instruction of a Rate A to D employee.....	
Operating automatic arc and/or gas welding machine (n.e.s.), excluding setting up.....	
Operating turret punching machine to stops and/or templates (n.e.s.), including setting.....	

Rate DD

Repetition full-time production balancing where mass of the article being balanced exceeds 12 kg but does not exceed 228 kg.....	70
First three months of experience.....	62
Thereafter.....	70

Loon D

(Herhalende sweis- en/of sweissoldeerwerk in setmate beteken dat die setmaat op so 'n manier gemaak moet wees dat dit die werknemer in staat stel om die maksimum hoeveelheid sweis- en/of sweissoldeerwerk aan die artikel in die setmaat te verrig, en daarna moet dieselfde werknemer die sweiswerk aan die artikel voltooi wanneer dit uit die setmaat verwyder word.)	
Opstel van stuiters op guillotine vir isolasiesnywerk alleenlik.....	
Opstel van stuiters op handaangedrewe guillotine	
Opstel van stuiters op buis- en/of pybui-masjien.....	
Kommutatorinsnywerk (n.e.v.).....	
Veldspoelwikkeling met gebruik van kaal strook	
Meganiese roetinekoppeling met standaarduitrusting van masjiene tot en met 265 kW op toetsbeddens (n.e.v.).....	
Montering (n.e.v.) waar geen verstelling van toebehorens nodig is nie.....	
Alle wikkelwerk in herstelwerk met gebruikmaking van voorafgevormde klosse (uitgesonderd aansluitings- en/of toetswerk) in die herwikkeling van generators en motore met 'n kilowatt wat nie hoër is nie as dié bepaal volgens die formule—	
$\text{kW} = \frac{\text{r/min}}{40}$, met die kilowatt van toepassing op ondergenoemde snelhede (laer snelhede pro rata):	
Spied:	
r/min.... 3 000 1 500 1 000 750	
Maksimum kW toegelaat.... 75 37,5 25 19	
Sny- en/of afsny- en/of knip- en/of ponswerk volgens setmate en/of lengtemeters en/of stuiters en/of patrone, uitgesonderd oksiasietleensnywerk (n.e.v.).....	98
Bediening van plaatsnymasjien (n.e.v.).....	
Wikkeling van ls.-spoel met parallelstrookgeleiers vir transformators sterker as 1 000 kVA en 11 kV.....	
Skyfwikkelings met enkelstrookgeleiers.....	
Afmerk van materiaal (n.e.v.).....	
("Afmerk" beteken die afmerk van materiaal volgens gegewe lengtes vir afsnydoeleindes alleenlik en met gebruikmaking van alleenlik lengtemeters en/of meetstokke en/of meetbande en merkmateriaal.)	
Boor- en/of ruim- en/of tap- en/of puntvlakwerk op radiale boormasjien volgens setmate en/of setklemme en/of merke en/of ponsmerke (n.e.v.), met inbegrip van die skerpmmaak van bore.....	
Sweissoldeerling aan leidings en/of vasgestelde dele	
Bankwerk aan rotors en/of ankers.....	
Tapboutsweiswerk volgens duike.....	
Toedraai van papierisoleerbuse vir hoë spanning (met sintetiese foelie saamgebind) met 'n masjien.....	
Herhalende voltydse produksiebalansering waar die massa van die artikel wat gebalanseer word, meer as 228 kg maar hoogstens 455 kg is.....	
Afmerk van isoleermateriaal vir skakeltuig en/of transformators volgens tekenings en/of lyste op instruksie van 'n Loon A- tot D-werknemer...	
Bediening van outomatiese boog- en/of gassweis-masjien (n.e.v.), uitgesonderd opstelling.....	
Bediening van toringponsmasjien volgens stuiters en/of patrone (n.e.v.), met inbegrip van opstelling.....	

Loon DD

Herhalende voltydse produksiebalansering waar die massa van die artikel wat gebalanseer word meer as 12 kg maar hoogstens 228 kg is.....	70
Eerste drie maande ondervinding.....	62
Daarna.....	70

Rate DD

*All winding operations in repair work in the re-winding of generators and motors whose kilowatt shall not be greater than determined by the expression—

$$kW = \frac{r/min}{133\frac{1}{3}}, \text{ the kilowatt applying at the undermentioned speeds being pro rata:}$$

Speed:
r/min..... 3 000 1 500 1 000 750

Maximum
kW allowed.... 22,5 11,75 7,5 6

*Ratio.—Employees may only be employed on the operations set out in Rates D and DD on this Schedule where the ratio of employees in the establishment is not less than four armature winders at Rate A to one employee employed on armature winding operations under Rate D and/or DD: Provided that where an establishment is engaged on armature winding solely in respect of machines not greater than 0,75 kW, the ratio need not be observed

Connecting and/or sweating of leads and/or ends of transformers (n.e.s.).....

Checking by routine testing of motor and/or transformer coils and/or motor windings....

Hard soldering of leads and/or connections on wire-wound stators and/or rotors.....

Connecting of coil and contact leads to pre-determined points and/or pictorial drawings of meters and/or relays and/or instruments (excluding transformers).....

Winding of LV coils with parallel or single strip conductors for transformers up to 1 000 kVA and 11 kV.....

Repetition wiring where the course of the wires is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.....

After 12 months' experience.....

70

77

Rate per hour
Cents

Loon DD

*Alle wikkelsaamhede tydens herstelwerk in verband met die herwikkeling van generators en motore waarvan die kilowatt nie groter is nie as dié bepaal deur die formule—

$$kW = \frac{r/min}{133\frac{1}{3}}, \text{ met 'n pro rata-kilowatt van toepassing teen ondergenoemde snelhede:}$$

Snelheid:
r/min..... 3 000 1 500 1 000 750

Maksimum
kW toegelaat 22,5 11,75 7,5 6

*Getalsverhouding.—Werknemers kan alleenlik vir die werksaamhede uiteengesit in lone D en DD van hierdie Aanhangsel in diens geneem word wanneer die getalsverhouding van werknemers in die bedryfsinrigting minstens vier ankerwikkelaars teen loon A is tot een werknemer wat ankerwikkelingwerksaamhede verrig teen loon D en/of DD: Met diens verstande dat waar 'n bedryfsinrigting alleenlik ten opsigte van masjiene van hoogstens 0,75 kW ankerwikkeling verrig, die getalsverhouding nie in ag geneem hoef te word nie

Aansluiting en/of aanswering van leidings en/of eindpunte van transformators (n.e.v.).....

Nagaan by wyse van roetinetootse van motor- en/of transformatorspoel en/of motorwikkelings

Harde soldeerwerk aan leidings en/of verbindings aan draadomwikkelde stators en/of rotors....

Aansluiting van spoel- en kontakdrade aan voorafbepaalde punte en/of prenttekenings van meters en/of relés en/of instrumente (uitgesonderd transformators).....

Wikkeling van ls-spoel met parallel- of enkelstrookgeleiers vir transformators van hoogstens 1 000 kVA en 11 kV.....

Herhalende bedrading waar die loop van die drade gemerk is deur klampe en/of lyne en/of saals en/of hegstukke en waar geen bedradingsdiagram gebruik word nie.....

Na 12 maande ondervinding.....

70

77

Uurloon
Sent

Rate DDD

Soldering and/or sweating by hand (n.e.s.).....

Field coil winding using covered strip.....

Routine electrical testing (n.e.s.).....

Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or transformer leads and/or coils and/or conductors and/or tubes by hand (n.e.s.).....

Operating engraving machine, including the changing of type but excluding setting of tools

Scaling of meters and/or electrical measuring instruments to pre-printed schedules.....

Marking of meter and/or instrument dials using stencils.....

Winding of HV and LV coils with round and/or strip conductors.....

Repetition wiring to specimens prepared by a Rate A employee and/or pictorial drawings..

Repetition batch checking of parts and/or components and/or subassemblies by means of comparators and/or samples (n.e.s.).....

52

Loon DDD

Soldeer-en/of aansweetwerk met die hand (n.e.v.)

Veldspoelwikkeling met gebruikmaking van bedekte stroke.....

Elektriese roetinetootswerk (n.e.v.).....

Omwikkeling en/of toedraai van stator- en/of rotor- en/of ankerspoel en/of veldspoel en/of transformatorleidings en/of spoel en/of geleiers en/of buise met die hand (n.e.v.).....

Bediening van grafeermasjiene, met inbegrip van verandering van die letters maar met uitsondering van die opstel van gereedskap.....

Afmerk van skale op meters en/of elektriese meetinstrumente volgens vooraf gedrukte lysste....

Merk van meter- en/of instrumentwyserplate met behulp van sjablone.....

Wikkeling van hs- en ls-spoel met ronde en/of strookgeleiers.....

Herhalende bedrading volgens voorbeelde opgestel deur 'n Loon A-werknemer en/of prenttekenings.....

Herhalende nagaan van lotte bestaande uit onderdele en/of samestellende dele en/of subsamestelle d.m.v. komparators en/of monsters (n.e.v.).....

52

Loon E

Herhalende toetswerk aan meters en/of relés en/of elektriese meetinstrumente, uitgesonderd verstellings.....

Herhalende bediening en/of oppas van masjiene aangepas vir halfoutomatiese werksaamhede (met inbegrip van programbeheerde kopieer-draaibanke) waar die werksiklus met krag aangedryf word en die eindpunt beheer word deur outomatiese stuiters sodat die handwerksaamhede beperk is tot die laai en aansit van die masjiene, die aanstoot of terugtrek van die gereedskap voor en na oornamie deur die krag-aandrywing, die stopsit van die masjiene en die ontlai daarvan (uitgesonderd opstelling)

Sny van rotorspygieuwe en die haaksmaak van gate in rotors en/of waaiers en/of borselhousers op 'n profielruimmasjiene deur gebruik te maak van vaste profielruimmasjiene waar die masjiene opgestel is en die werksaamhede beperk is tot die laai, bediening en ontlai daarvan, uitgesonderd opstelling.....

46

Rate E

Repetition testing of meters and/or relays and/or electrical measuring instruments, excluding adjustments.....

Repetition operation of and/or attending machines adapted for semi-automatic operations (including programme controlled copying lathes) where the work cycle is power-driven and the end point is controlled by automatically operating stops, so that manual operations are limited to loading, setting the machine in motion advancing or retracting the tools before and after the power-driven cycle takes over, stopping the machine and unloading (excluding setting up).....

Cutting of rotor keyways and trueing of holes in rotors and/or fans and/or brush holders on a broaching machine using fixed broaches where the machine is set up and where the operations are limited to loading, operating and unloading, excluding setting up.....

46

Rate E	Rate per hour Cents	Loon E	Uurloon Sent
Connecting of meters, relays and instruments to pictorial drawings and/or pre-determined points, for testing.....	46	Aansluiting van meters, relê en instrumente volgens prenttekenings en/of vooraf bepaalde punte, vir toetswerk.....	46
Rough grinding to marks.....		Ru-slypwerk volgens merke.....	
Rate F		Loon F	
Repetition operation of a facing and centring machine where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, stopping and unloading the machine (excluding setting up).....	42	Herhalende bediening van 'n vlakbank en sentreermasjien waar die handwerksaamhede beperk is tot die laai van die werkstuk in die kloukop of houtoestel van die masjien, die aansit, stopsit en ontlai van die masjien (uitgesonderd opstelling).....	42
Repetition full-time production balancing where the mass of the article being balanced does not exceed 12 kg.....		Herhalende voltydse produksiebalansering waar die massa van die artikel wat gebalanseer word, hoogstens 12 kg is.....	
Repetition drilling using jigs on radial drilling machine with drills not exceeding 26 mm in diameter, excluding setting up.....		Herhalende boorwerk deur gebruik te maak van setmate, op radiale boormasjiene met bore van hoogstens 26 mm in deursnee, uitgesonderd opstelling.....	
Repetition batch checking of parts and/or components and/or sub-assemblies by means of fixed gauges and/or checking fixtures.....		Herhalende lotkontrole van onderdele en/of samestellende dele en/of subsamestelle d.m.v. vaste meters en/of kontrolehegstukke.....	
Operating automatic submerged arc and/or gas shielded wire and/or flux cored wire arc welding machine where the operator is confined to loading, starting, stopping and unloading the machine and the setting up of which is done by a Rate A or AA employee		Bediening van outomatiese versinkte boog- en/of gasbeskutte draad- en/of vloeimiddelkern-draadboogswaasmasjiene waar die bediener beperk is tot die laai, aansit, stopsit en ontlai van die masjien en waar die opstelling daarvan deur 'n Loon A- of Loon AA-werknemer gedoen word.....	
Repetition electrical checking of LV switches and/or LV circuit breakers and/or LV switchgear and/or electrical accessories up to 100 amps/525 volts where no adjustments are required and rejected articles are returned for re-manufacture.....		Herhalende elektriese nagaanwerk aan lskakelaars en/of l-stroombrekers en/of lskakeltuig en/of elektriese toebehore tot 100 amp/525 volt, waar geen stelwerk nodig is nie en afgekeurde artikels teruggestuur word vir hervervaardiging.....	
Taping of leads on transformers up to and including 300 kVA.....		Omwikkeling van leidings aan transformators tot en met 300 kVA.....	
Repetition operation of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up) ("Semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.)		Herhalende bediening of oppas van halfoutomatiese masjiene waar die werksiklus kragaangedrewe is en die eindpunt beheer word deur stuiters wat outomaties werk (uitgesonderd opstelling).....	
Repetition operation of or attending machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up).....		("Halfoutomatiese masjien" is 'n masjien waarop dit nie nodig is om die werk met die hand te sentreer of in lyn te stel nie en waar die handwerk beperk is tot die laai van die stuk werk in die kloukop of houtoestel van die masjien, die aansit van die masjien, die aanskuif of terugtrek van gereedskap voor en na oorname deur die krag en die stopsit en ontlai van die masjien.)	
Repetition production machining of bar and/or tube on capstan lathes to stops where the work piece is held by devices not necessitating any centralising or trueing (excluding setting up)—this operation is limited to a machine not exceeding a 52 mm nominal bore diameter.....		Herhalende bediening of oppas van masjiene wat ontwerp of permanent aangepas is vir 'n enkele gereedskapwerking en waar dit nie nodig is om die werk met die hand te sentreer of in lyn te stel nie en waar die handwerksaamhede beperk is tot die laai van die stuk werk in die kloukop of houtoestel van die masjien, die aansit, bediening en/of oppas, stopsit en ontlai van die masjien (uitgesonderd opstelling)	
Rate G		Loon G	
Attending fully automatic machines, including random checking with fixed gauges.....	31	Herhalende produksiemasjienbewerking van stawe en/of buise op rewolwerdraaibanke volgens stuiters waar die stuk werk gehou word deur toestelle wat nie gesentreer of in lyn gestel hoef te word nie (uitgesonderd opstelling)—hierdie werksaamheid is beperk tot 'n masjien met 'n nominale boordeursnee van hoogstens 52 mm.....	31
[For the purpose of the above, fully automatic machine is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical-arm fed) and the manual operations are limited to feeding a new bar into the machine or loading the magazine, as the case may be, setting the machine in motion and stopping the machine.]		Oppas van volkome outomatiese masjiene, met inbegrip van steekproewe met vaste meters. [Vir die toepassing van bostaande beteken "volkome outomatiese masjien" 'n staafvoermasjien of 'n masjien uitgerus met 'n outomatiese kloukoptoestel (d.w.s. magasyn- en/of tafel- en/of meganiese armtoevoer) en waar die handwerk beperk is tot die voer van 'n nuwe staaf in die masjien of die laai van die magasyn, na gelang van die geval, die aansit en stopsit van die masjien.]	
All operations in the preparation (excluding fitting adjustments) of motors and generators having a rotating core diameter not exceeding 500 mm.....		Alle werksaamhede in die bereiding (uitgesonderd stelwerk) van motore en generators met 'n draaikerndeursnee van hoogstens 500 mm.....	
Placing in jigs and/or fixtures self-locating parts, pre-manufactured and taken from stock, where no fitting or adjustment is required or reference to sketches and/or drawings, but including deburring.....		Plasing in setmate en/of setklemme van selflokalisierende dele wat vooraf vervaardig en uit voorraad geneem is, waar geen pas- of stelwerk of raadpleging van sketse en/of tekenings nodig is nie, maar met inbegrip van afbaarding.....	
Attending die-casting machine.....		Versorging van stempelgietsmasjiene.....	
Bending to stops of pipes and/or tubes in manually and/or power operated bending machines..		Die buig van pype en/of buise volgens stuiters in hand- en/of kragaangedrewe buigmasjiene..	
Binding of coils.....		Die bind van spoele.....	

Rate G

Broaching by press of rotor cores and brush holder boxes (excluding setting up).....

Cold bending and/or forming to jigs and/or dies and/or stops.....

Cold rivetting (rivets not exceeding 10 mm diameter).....

Connecting pre-formed and/or prepared wires to pre-determined points and/or connections (n.e.s.).....

Cutting and/or cropping and/or shearing and/or slitting to templets and/or stops and/or jigs and/or length gauges (5 mm plate and thinner), excluding oxy-acetylene cutting but including positioning of motorised stops.....

Cutting up insulating material to stops and/or templets by guillotine.....

Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies other than setting of dies, and/or to stops.....

Hand tapping not exceeding 10 mm diameter (excluding machine shop work).....

Hot dip coating and/or galvanising (excluding supervisory work).....

Operating arc spot and/or butt and/or flash and/or projection and/or resistance and/or seam and/or spot welding machine of plate not exceeding 5 mm in thickness.....

Operating nibbling machine to jigs and/or marks and/or stops and/or templets of plate not exceeding 4 mm.....

Operating power saw for repetitive cutting off to stops and/or length gauges other than setting of stops (other than in toolroom).....

Operating single purpose machine other than machine tools.....

Pressing winding insulation into moulds, including preparatory wrapping.....

Repetition brazing and/or bronze welding by pre-set automatic machine not involving the use of filler rods.....

Repetition drilling to dimples and/or jigs and/or fixtures and/or stops (excluding radial drill) including counter-sinking and/or reaming by non-adjustable reamers.....

Repetition drilling to pops (excluding structural metal work and radial drilling machine).....

Repetition hot and/or cold blanking and/or piercing by press using guides and/or jigs and/or stops and/or dies.....

Repetition machine punching to jigs and/or stops, including the positioning of self-locating stops and/or gauges.....

Repetition batch marking to templets.....

Repetition spinning, using formers.....

Repetition threading and/or tapping by machine (excluding radial drill).....

Soldering and/or sweating by dipping and/or by machine.....

Stator and/or rotor and/or armature coil forming by hand, using formers or by power-driven machine (excluding setting of trips).....

Strippings of forgings and/or stampings using dies.....

Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or conductors and/or tubes by machine where the machine is pre-set by a Rate AA to D employee (excluding repair work).....

Winding and/or pulling of stator and/or rotor loops by hand and/or by power-driven machine (excluding setting up).....

Winding coils with wire on formers and/or spools by machine.....

Affixing slings (employees exclusively so employed under supervision of Rate A to D employee).....

Application of anti-corrosive and/or anti-fouling and/or protective coatings (n.e.s.).....

Rate per hour
Cents

31

Loon G

Profielruimwerk d.m.v. perse aan rotorkerns en borselhoubusse (uitgesonderd opstelling)....

Koue buigwerk en/of vormwerk volgens setmate en/of stempels en/of stuiters.....

Koue klinkwerk (linknaels met 'n deursnee van hoogstens 10 mm).....

Aansluiting van voorafgevormde en/of bereide drade aan voorafbepaalde punte en/of aansluitings (n.e.v.).....

Sny- en/of knip- en/of afsny- en/of gleufwerk volgens patrone en/of stuiters en/of setmate en/of lengtemeters (plate van 5 mm en dunner), uitgesonderd snywerk met oksiasetileen maar met inbegrip van die plasing van motorstuiters in posisie.....

Die opsky van isoleermateriaal volgens stuiters en/of patrone met 'n guillotine.....

Skroef- en/of trap- en/of handperswerk en/of inkeepwerk en/of kragperswerk waar die werk verrig word met voorafgestelde stempels, uitgesonderd opstelling van stempels, en/of volgens stuiters.....

Moerdraadsnywerk met die hand en met 'n deursnee van hoogstens 10 mm (uitgesonderd masjiengewinkelwerk).....

Die aanbring van warmdompellae en/of galvanisering (uitgesonderd toesighouerswerk).....

Bediening van boogpunt- en/of stui- en/of flits- en/of projeksie- en/of weerstands- en/of naat- en/of puntsweismasjiens op plate met 'n dikte van hoogstens 5 mm.....

Bediening van 'n plaatsnymasjiens volgens setmate en/of merke en/of stuiters en/of patrone op plate met 'n dikte van hoogstens 4 mm.....

Bediening van kragsaag vir herhalende afsnywerk volgens stuiters en/of lengtemeters, uitgesonderd die opstelling van stuiters (behalwe in gereedskapkamer).....

Bediening van enkeldoelmasjiens, uitgesonderd masjiengereedskap.....

Die pers van wikkelsolase in vorms, met inbegrip van voorbereidende toedraaiwerk.....

Herhalende sweissoldeerwerk en/of bronsseiswerk met voorafgestelde outomatiese masjiens wat nie die gebruik van sweisstawe meebring nie.....

Herhalende boorwerk volgens duike en/of setmate en/of setklemme en/of stuiters (uitgesonderd radiale boorwerk), met inbegrip van versink- en/of ruimwerk met nie-verstelbare ruimers.....

Herhalende boorwerk volgens ponsmerke (uitgesonderd boumetaalwerk en radiale boormasjiens).....

Herhalende warm en/of koue stempelsnywerk en/of deursteekwerk met 'n pers en met gebruikmaking van leiers en/of setmate en/of stuiters en/of stempels.....

Herhalende masjiensponswerk volgens setmate en/of stuiters, met inbegrip van die plaas van selflokalisierende stuiters en/of meters in posisie.....

Herhalende lotmerkwark volgens patrone.....

Herhalende tolwerk waarby vorms gebruik word.....

Herhalende skroefdraad- en/of moerdraadsnywerk met 'n masjiens (uitgesonderd radiale boorwerk).....

Soldeer- en/of aansweetwerk d.m.v. indompeling en/of 'n masjiens.....

Stator- en/of rotor- en/of ankerspoelvorming met die hand deur gebruikmaking van vorms of d.m.v. kragmasjiens (uitgesonderd opstelling van uitklinkers).....

Afstroping van smeestukke en/of stempelstukke deur stempels te gebruik.....

Die draai van band om, en/of die toedraai van stator- en/of rotor- en/of ankerspoele en/of veldspoele en/of geleiers en/of buise met 'n masjiens, waar die masjiens vooraf gestel is deur 'n Loon AA- tot D-werknemer (uitgesonderd herstelwerk).....

Wikkeling en/of trek van stator- en/of rotorlusse met die hand en/of met 'n kragmasjiens (uitgesonderd opstelling).....

Wikkeling van spoele met draad op vormers en/of tolle met 'n masjiens.....

Die aanbring van stroppe (werknemers uitsluitlik aldus werksaam onder toesig van Loon A- tot D-werknemer).....

Aanwending van korosiewerende en/of aanpakselwerende en/of beskermende lae (n.e.v.).....

Uurloon
Sent

31

Rate G

Cutting of non-metallic gaskets by hand.....
 Dressing and/or deburring by hand and/or by grinding and/or by portable power tools....
 Forming insulations by machine.....
 Manual straightening of conductors.....
 Metal buffing and/or polishing.....
 Metal cleaning by picking and/or degreasing....
 Metal coating by dipping under supervision....
 Operating wire covering machine.....
 Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templets.....
 Operating screwing machine (excluding setting up).....
 Repetition cutting and/or pre-forming sets of wires to jigs and/or fixtures and/or templets and/or length gauges.....
 Hydraulic testing and/or testing by air (excluding setting up of testing equipment) (excluding preparatory work).....
 Re-threading with die puts and/or taps.....
 Sand and/or shot and/or hydro and/or grit blasting.....
 Spraying of enamel and/or paint and/or insulating medium and/or anti-corrosive coatings under supervision, other than blending.....
 Yoke preparation.....
 Bedding brushes to jigs.....
 Inserting bars in squirrel-cage rotors.....
 Stackings and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges.....
 Repetition crimping of terminals and/or stripping wires and/or cables where the conductor core does not exceed 13 mm in diameter....
 Repetition stripping of insulated wires and/or cables using pre-set tools where the conductor core does not exceed 13 mm in diameter....
 Taping by hand of current transformer cores (excluding repair work).....
 Building up fuse cartridges not exceeding 660 volts and 1 200 amps.....
 Mounting of valves and/or cable boxes and/or oil gauges including straightening of studs where necessary.....
 Mounting valves and pipe work using jointing material.....
 Checking core stacks using pre-set gauges....
 Dishing of meter and/or instrument dials in a pre-set fly press.....
 Motor fielding—the sub-assembling of pole pieces and/or washers and/or coils and/or the connecting of coil leads in a magnet frame..
 Filing by hand of coil bars for rotors to go and no-go gauges.....
 Filing by hand of coil slots in rotors and/or stators and/or armatures to go and no-go gauges.....
 Forming grooves in ceramic paste and/or covering by dies to jigs.....
 Forming of mica insulation plates and/or mica sheets.....
 Making connector clips by hand in jigs.....
 Making up of connection strips.....
 Mechanical switchgear testing where no current is applied (excluding adjustments).....
 Preparation and mixing of cements and/or pastes and/or ceramic constituents and the application thereof to components.....
 Packing and/or ironing on insulating material on to the armature to form a set for the armature coils.....
 Primary winding of current transformers, including insulating.....
 Removing top yoke prior to assembling of coils (transformers) under instruction of a Rate A to D employee.....
 Repetition marking of fuse caps by machine...
 Repetition testing and inspection of fuse cartridges by means of an ohmmeter and/or fixed gauges.....

Rate per hour
Cents

31

Loon G

Sny van nie-metaalpakstukke met die hand....
 Afwerking en/of afbaarding met die hand en/of d.m.v. slyp- en/of verplaasbare kraggereedskap
 Vorming van isolasies met 'n masjien.....
 Reguitmaak van geleiers met die hand.....
 Metaal poets- en/of poleerwerk.....
 Die skoonmaak van metaal met 'n bytmiddel en/of deur ghriesverwydering.....
 Die aanbring van lae op metaal d.m.v. indompeling onder toetsig.....
 Bediening van draadoortrekmasjien.....
 Bediening van verplaasbare hand- en/of voetstukslypmasjien waar die bediener nie volgens merke en/of meters en/of groottes en/of patrone hoef te slyp nie.....
 Bediening van skroefsnymasjien (uitgesonderd opstelling).....
 Herhalende snywerk en/of voorafvorming van stelle drade volgens setmate en/of setklemme en/of patrone en/of lengtemate.....
 Hidrouliese toetswerk en/of lugtoetswerk (uitgesonderd opstelling van toetsuitrusting) (uitgesonderd voorbereidende werk).....
 Nasny van skroefdraad met snymoere en/of snytappe.....
 Sand- en/of hael- en/of water- en/of grintstraling
 Spuitwerk met emalje en/of verf en/of isoleermateriaal en/of korrosiewerende lae onder toetsig, uitgesonderd mengwerk.....
 Jukbereiding.....
 Borsels in setmate inbed.....
 Invoegings van stawe in kourtors.....
 Opstapeling en/of die omsit van bande om en/of vasmaak van lamellerings en die plasing van klampe in posisie, met inbegrip van die gebruik van vaste mate.....
 Herhalende riffeling van eindpunte en/of afstroop van drade en/of kables waar die geleierkern hoogstens 13 mm in deursnee is.....
 Herhalende afstroeping van geïsoleerde drade en/of kables deur voorafgestelde gereedskap te gebruik, waar die geleierkern hoogstens 13 mm in deursnee is.....
 Stroomtransformatorkerns met die hand met band toedraai (uitgesonderd herstelwerk)....
 Opbou van sekeringspatrone van hoogstens 660 volt en 1 200 amp.....
 Montering van kleppe en/of kabelbusse en/of oliemeters, met inbegrip van die reguitmaak van penne, waar nodig.....
 Montering van kleppe en pypwerk deur gebruik te maak van lasmateriaal.....
 Nagaan van kernstapels deur gebruik te maak van voorafgestelde mate.....
 Komming van meter- en/of instrumentwyserplate in voorafgestelde skroefpers.....
 Motorveldwerk—die subsamstelling van poolstukke en/of wasters en/of spoel en/of die aansluiting van spoelleidings in 'n magneet-raam.....
 Vylwerk met die hand aan spoelstawe vir rotors volgens kan-kanniemate.....
 Vylwerk met die hand aan spoelgleuwe in rotors en/of stators en/of ankers volgens kan-kanniemate.....
 Vorming van groewe in keramiekpasta en/of bedekking met stempels en volgens setmate
 Fatsoenering van mika-isoleerplate en/of mika-plate.....
 Die maak van verbindingknippe met die hand in setmate.....
 Die opmaak van verbindingstroke.....
 Die toets van meganiese skakeltuig sonder stroomaanwending (uitgesonderd stelwerk)..
 Bereiding en meng van sement en/of pasta en/of keramiekbestanddele en die aanbring daarvan aan samestellende dele.....
 Isoleermateriaal pak en/of vassmelt aan die anker om die ankelspoel te vat.....
 Primêre wikkeling van stroomtransformators, met inbegrip van isoleerwerk.....
 Verwydering van boonste juk voor montering van spoel (transformators) op instruksie van 'n Loon A-tot D-werknemer.....
 Herhalende merkwark aan sekeringsdoppies met 'n masjien.....
 Herhalende toets- en inspeksiewerk aan sekeringspatrone d.m.v. 'n ohmmeter en/of vaste meters.....

Uurloon
Sent

31

Rate G	Rate per hour Cents	Rate G	Uurloon Sent
Routine mechanical coupling up with standard equipment of machines up to and including 265 kW on test beds where no alignment is required		Meganiese roetine-aansluiting met standaard-uitrusting van masjiene tot en met 265 kW op proefbeddens waar geen rigwerk nodig is nie	
Commutator undercutting by automatic machine (excluding setting).....		Kommutatorinsnywerk met 'n outomatiese masjiën (uitgesonderd opstelling).....	
Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant.....	31	Bediening van skoonmaak- en/of ghriesverwyderings- en/of suur- en/of afspoel- en/of vloeiiddelbaddens en/of droog- en/of olieulinstallasie.....	31
Repetition roller bending not exceeding 4 mm material.....		Herhalende rolbuigwerk met materiaal met 'n diktemaat van hoogstens 4 mm.....	
Operating tumbling barrel.....		Bediening van 'n poetstroommel.....	
Rough straightening of bars by hand and/or by machine.....		Ruwe regbuigwerk aan stawe met die hand en/of 'n masjiën.....	
Stripping of windings for the purposes of re-manufacture only.....		Afstroping van wikkels vir doeleindes van hervervaardiging alleenlik.....	
Rate H		Loon H	
Baling and cutting of scrap.....		Baal en opsny van afvalmateriaal.....	
Boiler stoking and/or attending.....		Bediening en stook van ketels.....	
Oiling and/or greasing.....		Olie- en/of smeerwerk.....	
Packing of manufactured articles for despatch and/or sale.....		Verpakking van vervaardigde artikels vir versending en/of verkoop.....	
Cleaning and/or tinning conductors.....		Skoonmaak en/of verfinning van geleiers.....	
Deburring and/or dressing laminations by hand and/or machine (including use of files—stators and/or rotors).....		Afbaarding en/of poets van lamellerings met die hand en/of 'n masjiën (met inbegrip van die gebruik van vyle—stators en/of rotors).....	
Minding wire drawing machine.....		Bediening van draadtremasjiën.....	
Oven attendant.....		Oondbediener.....	
Varnishing machine attendant.....		Vernismasjiënbediener.....	
Stamping and/or affixing metal labels and/or nameplates.....	27	Stempel en/of aanbring van metaaletikette en/of naamplate.....	27
Applying transfers.....		Aanbring van oordrukke.....	
Compound filling.....		Vulwerk met mengsels.....	
Stripping of moulds from resin castings.....		Vorms afstroop van harsgiestukke.....	
Dipping and/or impregnating in insulation medium and/or enamel and/or paint.....		Indompeling en/of impregnering in isoleermateriaal en/of emalje en/of verf.....	
Furnace loading and/or unloading and/or stoking and/or attending.....		Oonde pak en/of vuuruithaal en/of stook en/of bedien.....	
General labouring.....		Algemene arbeiderswerk.....	
Flow coat painting.....		Vloeiagverfwerk.....	
Cementing of porcelain.....		Sementering van porselein.....	
Waxing coils to ease insertion into slots.....		Spoele met was bedek om invoeging in gleuwe te vergemaklik.....	
Binding of two or more pieces of insulation together using tape.....		Twee of meer stukke isoleermateriaal met 'n band verbind.....	
Attending resin casting machine.....		Bediening van harsgiemasjiën.....	

Note.—Employees may only be employed on the operations set out in Rates D and DD of this Schedule provided the ratio of employees in the establishment is not less than 4 (four) armature winders at Rate A to 1 (one) employee employed on armature winding operations under Rates D and/or DD.

Opmerking.—Werknemers kan alleenlik vir die werksaamhede gemeld in Lone D en DD van hierdie lys in diens geneem word mits die getalsverhouding van werknemers in die bedryfsinrigting minstens vier (4) ankerwikkelaars teen Loon A is tot een (1) werknemer wat ankerwikkelswerksaamhede teen Lone D en/of DD verrig.

ANNEXURE C

DIVISION 2

Installation and/or maintenance and/or servicing of telecommunication equipment and/or any other equipment employing the principles of electronics and/or radio and/or components used in the electronics and/or radio industry such as—

telephone, telegraph and data transmission equipment;
UHF and VHF radio links;
Automatic and manual telephone switching systems;
supervisory and control systems;
signalling systems;
fault detection and alarm equipment;
public address and paging systems;
scientific, ultrasonic measuring and electro-medical equipment;
navigation aids;
mobile, marine, aircraft and broadcast radio equipment;
closed circuit television equipment;
interference suppression units;
electrical and/or electronic test apparatus;
industrial electronic equipment;
radar and allied equipment;
electronic distance measuring equipment;
dictaphones;
alarm systems;
automatic totalisators;
electric time and associated equipment.

AANHANGSEL C

AFDELING 2

Installering en/of onderhoud en/of versiening van telekommunikasie uitrusting en/of ander uitrusting waarby gebruik gemaak word van elektroniese beginsels en/of radio's en/of samestellende dele wat gebruik word in elektroniese werk en/of die radionywerheid soos—

telefoon-, telegraaf- en dataversendingsuitrusting;
UHF- en BHF-radioverbindinge;
outomatiese en handtelefoonskakelstelsels;
toesig- en beheerstelsels;
seinstelsels;
foutopsporings- en alarmuitrusting;
luidspreker- en roepstelsels;
wetenskaplike, ultrasoniese meet- en elektro-mediese uitrusting;
navigasiehoopmiddels;
mobiele, skeepvaart-, lugvaart- en uitsaairadio-uitrusting;
geslotebaantevisie-uitrusting;
steuringsonderdrukkingseenhede;
elektriese en/of elektroniese toetsapparaat;
industriële elektroniese uitrusting;
radar- en verwante uitrusting;
elektroniese afstandsmetuitrusting;
diktafone;
alarmstelsels;
outomatiese totalisators;
elektriese tyd- en verwante uitrusting.

For the purpose of this Division—

“electronics” means equipment where the primary circuits are based on the conductance of electricity through a vacuum, gas or semi-conductor;

“radio” means equipment where the primary function is to transmit and/or receive intelligence without the aid of a physical conductor.

Rate per hour

Rate A

1. Telephone communications electrician.....	R1,15
2. Electrical communications fitter's work.....	After six months service with the same employer: R1,35.
3. Telephone wireman's work.....	

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

Rate per hour
Cents

Rate F

The installation of low voltage wiring, excluding connecting up, under the supervision of a Rate A or AA employee. } 42

For the purposes of this subclause “low voltage” means not higher than 40 volts alternating current, or 50 volts direct current.

ANNEXURE D

DIVISION 3

The design, preparation, erection, and/or installation of cooking and electrical heating appliances (excluding pressure heaters)

Notes.—No employer unless registered by the Council in this Division shall use the conditions or pay the wages and/or earnings specified in this Division.

For the purposes of this Division—

“erection n.e.s.” means the uniting of prepared component parts to form a complete appliance;

“preparation” means the performance of any or all operations listed thereunder.

The following operations in the installation and preparation of cooking and heating equipment (excluding pressure heaters) viz.:

Rate per hour
Cents

Rate D

Standard electrical testing of equipment and/or components during and after preparation and erection..... } 98

Rate DDD

Soldering and/or sweating by hand (n.e.s.)..... } 52

Rate F

Repetition high voltage “no load” (neon type tester) earth testing..... } 42

Repetition voltage insulation and/or ohm and/or wattage testing to pre-set values..... }

Rate G

Sub-assembling, namely, mica type elements winding and/or assembling and/or cutting mica shapes to odd types and forms (n.e.s.)..

Sub-assembling (n.e.s.) namely—

- (1) assembling and/or wiring and/or winding of mica type elements.....
- (2) assembling components and/or affixing with rivets and/or screws.....
- (3) assembling resistance wire onto or into insulated bases.....
- (4) assembling and/or winding resistance spirals.....

Bending and/or forming wire to jigs.....

Repetition threading and/or tapping by machine

Drilling to jigs and/or stops and/or fixtures and/or pre-determined pop marks and/or counter-sinking—excluding radial drill.....

Operating spotwelding machine.....

Preparation and assembling of components before final assembly.....

Repetition ohm testing of elements to pre-set setting of ohmmeter.....

Soft soldering by hand and/or by machine and/or by dipping.....

Wiring and/or connecting of pre-formed wire or element leads to terminal blocks and/or fuses and/or switches.....

Winding resistance direct onto pre-designed spaced ceramic and/or porcelain and/or mandrel.....

31

Vir hierdie Afdeling beteken—

“elektronika” uitrusting waar die primêre stroombane gebaseer is op die konduktansie van elektrisiteit deur 'n vakuum, gas- of halfgeleier;

“radio” uitrusting waar die primêre funksie bestaan uit die versending en/of ontvangs van inligting sonder 'n fisiese geleier.

Loon A

1. Telefoonkommunikasie-elektrisiën.....	R1,15
2. Monteurswerk vir elektriese kommunikasies.....	Na ses maande diens by dieselfde werk-gewer: R1,35.
3. Telefoonlynwerk.....	

* Opmerking.—Wat monteurswerk vir elektriese kommunikasies betref, is die bepaling van hierdie Ooreenkoms in verband met oortyd, skofwerk en werk op openbare vakansiedae nie op totalisators van toepassing nie.

Uurloon
Sent

Loon F

Die installering van laespanningsbedrading, uitgesonderd aansluiting, onder toesig van 'n Loon A- of AA-werknemer..... } 42

Vir die toepassing van hierdie subklousule beteken “lae spanning” wisselstroom van hoogstens 40 volt of gelykstroom van 50 volt.

AANHANGSEL D

AFDELING 3

Die ontwerp, bereiding, oprigting en/of installering van kook- en elektriese verwarmingsstoestelle (uitgesonderd drukverwarmers)

Opmerkings.—Tensy in hierdie Afdeling by die Raad geregistreer, mag geen werkgever die voorwaardes gebruik of die lone en/of verdienstes wat in hierdie Afdeling gespesifiseer word, betaal nie.

Vir die toepassing van hierdie Afdeling beteken—

“oprigting n.e.v.” die inmeekaarsit van bereide samestellende dele om 'n volledige toestel te vorm;

“bereiding” die verrigting van enigeen of al die werksaamhede daarop genoem.

Onderstaande werksaamhede in die installering en bereiding van kook- en verwarmingsuitrusting (uitgesonderd drukverwarmers) nl.:

Loon D

Standaard- elektriese toetsing van uitrusting en/of onderdele gedurende en na bereiding en oprigting..... } 98

Loon DDD

Soldeer- en/of aansweetwerk met die hand (n.e.v.)..... } 52

Loon F

Herhalende hoëspanning-nullaarsaardtoetswerk (toetsers van die neontipe)..... } 42

Herhalende spannings-isolasie en/of ohm- en/of watt-toetswerk volgens voorafgestelde waardes }

Loon G

Subsamestelling, nl. elemente van die mikatipe wikkels en/of monter en/of ongelyksoortige tipes en vorms uit mika sny (n.e.v.).....

Subsamestelling (n.e.v.) nl.—

- (1) elemente van die mikatipe monter en/of bedraad en/of wikkels.....
- (2) onderdele monter en/of vassit met klinknaels en/of skroewe.....
- (3) weerstandsdraad op of in geïsoleerde basisse monter.....
- (4) weerstandspirale monter en/of wikkels.....

Draad volgens setmate buig en/of fatsuoneer....

Herhalende skroefdraad- en/of moerdraadsnywerk met 'n masjien.....

Boorwerk volgens setmate en/of stuiters en/of setklemme en/of voorafbepaalde ponsmerke en/of versinking, uitgesonderd radiale boorwerk.....

Bediening van puntsweismasjien.....

Bereiding en montering van onderdele voor finale montering.....

Herhalende ohmtoetswerk aan elemente volgens voorafgestelde ohmmeter.....

Sagte soldeerwerk met die hand en/of met 'n masjien en/of deur indompeling.....

Bedrading en/of aansluiting van voorafgevormde draad- of elementleidings aan eindblokke en/of sekerings en/of skakelaars.....

Weerstandsdraad regstreeks op voorafontwerpte en gespasieerde keramiek en/of porselein en/of drewel wikkels.....

31

	Rate per hour Cents		Uurloon Sent
Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with preset dies other than setting of the dies.....	31	Skroef- en/of trap- en/of handperswerk en/of inkeping en/of kragperswerk waar die werk gesoen word met voorafgestelde stempels, uitgesonderd opstelling van die stempels.....	31
Rate H		Loon H	
Application of anti-corrosive and/or protective coatings.....		Aanwending van korrosiewerende en/of beskermende lae.....	
Cleaning and/or tapping holes already drilled and/or tapped.....		Gate wat alreeds geboor en/of waarin alreeds moerdraad gesny is, skoonmaak en/of moerdraad daarin sny.....	
Dressing and/or deburring by hand and/or by grinding and/or by portable power tool.....		Poets en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap..	
Eyeletting.....		Die maak van ogies.....	
Filling and/or topping of ceramic insulating material into and/or onto pre-formed housing by guage.....		Keramiekisoleermateriaal in en/of op voorafgevoormde hulsels vul en/of opvul volgens 'n meter.....	
Forming grooves into ceramic paste and/or covering by dies to jigs or stops by means of a press.....		Groewe in keramiekpasta en/of omhulsel d.m.v. stempels vorm volgens setmate of stuiters met 'n pers.....	
Packing or filling cavities of double-walled sections with heat insulating material.....	27	Holtes van dubbelmuurseksies met hitte-isoleermateriaal pak of vul.....	27
Cleaning, scraping and/or spraying of pre-formed resistance housings.....		Voorafgevoormde weerstandshulsels skoonmaak, skraap en/of bespuit.....	
Cutting and/or stripping wire.....		Draad sny en/of afstroop.....	
Preparation and/or mixing of ceramic constituents to gauge.....		Keramiekbestanddele volgens 'n maat berei en/of meng.....	
Stamping and/or affixing of identification plates and labels.....		Identifikasieplate en etikette stempel en/of aanbring.....	
Preparation, namely:		Bereiding, nl.:	
(1) Inserting screws and nuts to ceramics and nut retainers to other metal parts (excluding connecting of leads).....		(1) Invoeging van skroewe en moere in keramiekstukke en van moerhouers in ander metaaldele (uitgesonderd aansluiting van leidings).....	
(2) Placing into position of base plates and terminal blocks into and/or onto heating units (excluding connecting of leads).....		(2) Plasing van grondplate in posisie en van aansluitblokke in en/of op verwarmings-eenhede (uitgesonderd aansluiting van leidings).....	
(3) Reinforcing element lead wires.....		(3) Versterking van elementgeleidrade.....	
(4) Threading insulators to lead wires.....		(4) Inryg van isolators in geleidrade.....	

ANNEXURE E

DIVISION 4

Neon signs and hot and cold cathode fluorescent lighting construction, preparation, installation, repair and servicing division

The following operations in the construction and/or installation and/or repairing and/or servicing of neon signs and/or hot and cold cathode fluorescent lighting and/or fittings and/or components and/or hot and/or cold cathode fluorescent signs:

Rate A (n.e.s.)

Assembling and/or erecting and/or installing and/or maintaining and/or repairing and/or servicing and/or wiring of signs.....

Rate per hour

R1,15

After six months continuous service with the same employer: R1,35.

Rate AA

Bending glass tubes.....

R1,15

After six months continuous service with the same employer: R1,20.

After 12 months continuous service with the same employer: R1,25.

Layout work:

Learnership in respect of the above:

First six months of experience.....
Second six months of experience.....
Third six months of experience.....
Fourth six months of experience.....
Thereafter.....

70c

98c

R1,01

R1,04

R1,15

After six months continuous service with the same employer: R1,20.

After 12 months continuous service with the same employer: R1,25.

AANHANGSEL E

AFDELING 4

Konstruksie van neontekens en fluoressensieverligting d.m.v. gloei- en koue katodes, bereidings-, installerings-, herstel- en versienafdeling

Ondergenoemde werksaamhede i.v.m. die konstruksie en/of installering en/of herstel en/of versiening van neontekens en/of fluoressensieverligting met gloei- en koue katodes en/of toebehore en/of onderdele en/of gloei- en/of kouekatode-fluoressensietekens:

Loon A (n.e.v.)

Montering en/of oprigting en/of installering en/of onderhoud en/of herstel en/of versiening en/of bedrading van tekens.....

Uurloon

R1,15

Na ses maande ononderbroke diens by dieselfde werkgewer: R1,35.

Loon AA

Glasbuis buig.....

R1,15

Na ses maande ononderbroke diens by dieselfde werkgewer: R1,20.
Na 12 maande ononderbroke diens by dieselfde werkgewer: R1,25.

Beplanningswerk:

Leerlingskap t.o.v. bogenoemde:

Eerste ses maande ondervinding.....
Tweede ses maande ondervinding.....
Derde ses maande ondervinding.....
Vierde ses maande ondervinding.....
Daarna.....

70c

98c

R1,01

R1,04

R1,15

Na ses maande ononderbroke diens by dieselfde werkgewer: R1,20.
Na 12 maande ononderbroke diens by dieselfde werkgewer: R1,25.

	Rate per hour		Uurloon
Rate C		Loon C	
Roller bending and/or forming other than repetition roller bending and/or forming.....	R1,01	Rolbuigwerk en/of fatsoenering, uitgesonderd herhalende rolbuigwerk en/of -fatsoenering..	R1,01
Setting of trips and/or stops on coil forming machines for ballasts and/or chokes and/or sodium transformers.....		Opstel van uitklinkers en/of stuiters op spoelvormmasjiene vir ballas en/of smoorders en/of natriumtransformators.....	
Setting of dies and/or fixtures and/or jigs and/or stops and/or trips on production machines, excluding rotary and/or reciprocating machines but including drilling machines.....		Opstel van stempels en/of setklomme en/of setmate en/of stuiters en/of uitklinkers op produksiemasjiene, uitgesonderd draai- en/of suiermasjiene, maar met inbegrip van boormasjiene.....	
Operating power driven press brake, including setting (n.e.s.).....		Bediening van kragpersrem, met inbegrip van opstelling (n.e.v.).....	
Rate D	Rate per hour Cents	Loon D	Uurloon Sent
Construction (n.e.s.).....	98	Konstruksie (n.e.v.).....	98
Bending of tubes and/or sections in manually operated machine to sketch.....		Buig van buise en/of seksies in handmasjiën volgens skets.....	
Marking off materials to given lengths for cutting off purposes using only length gauges and/or rule and/or tape measure and marking material.....		Afmerk van materiaal volgens gegewe lengtes met die doel om dit af te sny en met gebruikmaking van slegs lengtemate en/of meetstokke en/of meetbande en merk materiaal.....	
Operating power saw, including marking off with rule and/or tape only and including setting of stops.....		Bediening van kragsaag, met inbegrip van afmerkwerk slegs met 'n meetstok en/of meetband en met inbegrip van opstelling van persstuiters.....	
Press operating (n.e.s.), including the affixing and/or removal of dies where there is positive location, excluding press brake and excluding setting up.....		Bediening van pers (n.e.v.), met inbegrip van die aanbring en/of verwydering van stempels waar hul plekke positief bepaal is, uitgesonderd persremwerk en opstelling.....	
Welding in jigs or of parts so formed and/or located as to obviate the need for a jig and/or brazing.....		Sweiswerk in setmate of aan dele gevorm en/of geplaas ten einde die behoefte aan 'n setmaat en/of swissoldeerwerk uit te skakel.....	
Rate DD		Loon DD	
Sign face masking.....	70	Toeplak van seinvoorkante.....	70
Bending of glass tubes to jigs and/or moulds.....		Glasbuise volgens setmate en/of vorms buig....	
Tracing in the layout department.....		Natrekwerk in die beplanningsafdeling.....	
Rate DDD		Loon DDD	
Routine electrical testing up to 380 volts and 50 amps.....	52	Roetine- elektriese toetswerk tot 380 volts en 50 amp.....	52
Rate F		Loon F	
Supervising employees employed on classes of work scheduled below Rate F (when so appointed).....	42	Toesighouding oor werknemers in diens geneem vir klasse werk laer as Loon F (wanneer aldus aangestel).....	42
Rate G		Loon G	
All operations in the making of cable forms for light fittings and/or signs from prepared running out lists and/or templates.....	31	Alle werksaamhede in die maak van kabelvorms vir ligtoebehore en/of tekens volgens voorbereide uittellyste en/of -patrone.....	31
Mounting and/or soldering of pre-manufactured components into lighting units and/or signs (n.e.s.).....		Montering en/of soldering van voorafvervaardigde onderdele in lighede en/of tekens (n.e.v.)..	
Building up and/or soldering of pre-manufactured components requiring no fitting or adjustment, but including deburring (n.e.s.)..		Opbou en soldering van voorafvervaardigde onderdele wat nie gepas of gestel hoef te word nie, maar met inbegrip van afbaarding (n.e.v.)	
Bedding and/or trimming and/or seaming and/or grooving and/or locking double side top and bottom by machine.....		Kraalwerk en/of afwerking en/of naatvorming en/of groefwerk en/of sluiting van dubbelsyben- onderkant met 'n masjiën.....	
Bending and/or forming by machine to dies and/or jigs and/or length gauges and/or stops, excluding press brake.....		Buig- en/of fatsoenerwerk met 'n masjiën volgens stempels en/of setmate en/of lengtemate en/of stuiters, uitgesonderd persrem....	
Broaching by press, using fixed broaches, of ballasts and/or chokes and/or sodium transformer cores.....		Profielruimwerk met 'n pers, deur gebruik te maak van vaste profielruimers, aan ballas en/of smoorders en/of natruimtransformatorkerns..	
Circular cutting and/or flanging and/or slitting by machine.....		Sirkelsaag- en/of fiens- en/of gleufwerk met 'n masjiën.....	
Connecting preformed and/or sealed and/or prepared wires to pre-determined points and/or connections (n.e.s.).....		Aansluiting van voorafgevoormde en/of verseilde en/of bereide drade aan voorafbepaalde punte en/of aansluitings (n.e.v.).....	
Cutting and/or cropping and/or shearing to marks and/or stops and/or jigs and/or length gauges.....		Sny- en/of knip en/of afsnywerk volgens merke en/of stuiters en/of setmate en/of lengtemate..	
Cutting glass tubes to length.....		Glasbuise volgens lengte sny.....	
Cutting up insulating material to stops.....		Isoleermateriaal volgens stuiters sny.....	
Evacuating and/or filling glass tubes (n.e.s.)....		Glasbuise lugleeg maak en/of (n.e.v.).....	
Feeding and/or attending automatic sealing and/or capping machine.....		Outomatiese seël- en/of dopmasjiën voer en/of bedien.....	
Finding and preparing of ballast coil ends.....		Ballaspoelente vind en berei.....	
Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies and/or to stops (excluding setting up).....		Skroef- en/of trap- en/of handperswerk en/of keepwerk en/of kragdrukwerk waar daar met voorafgestelde stempels en/of volgens stuiters gewerk word (uitgesonderd opstelling).....	
Fusing by hand of electrodes to glass tubes (n.e.s.).....		Elektrodes met die hand aan glasbuise vassmelt (n.e.v.).....	

Rate G	Rate per hour Cents	Loon G	Uurloon Sent
Hot dip coating and/or galvanising under supervision.....		Aanbring van lae deur warmindompeling en/of galvanisering onder toesig.....	
Repetition operation of power-driven press brake to jigs and/or stops for purpose of fluorescent lighting fittings and/or fluorescent signs produced on a quantity basis where the thickness of the material does not exceed 1,6 mm.....		Herhalende kragpersrennwerk volgens setmate en/of stuiters in verband met fluoressensielig-toebehore en/of fluoressensietekens op grootmaat vervaardig, waar die diktemaat van die materiaal hoogstens 1,6 mm is.....	
Repetition butt and/or projection and/or seam and/or spot welding by machine.....		Herhalende stui- en/of projeksie- en/of naat- en/of puntsweiswerk met 'n masjien.....	
Repetition operation of a drilling machine.....		Herhalende bediening van 'n boormasjien.....	
Repetition clamping and/or fusion and/or welding of cathodes to electrodes by automatic machine.....		Herhalende klamping en/of vassmelting en/of sweising van katodes aan elektrodes met 'n outomatiese masjien.....	
Repetition hot and/or cold riveting not exceeding 10 mm diameter.....		Herhalende warm en/of koue klinkwerk met klinknaels van hoogstens 10 mm in deursnee	
Repetition punching to gauges and/or jigs and/or stops and/or templet and/or dies and/or marks		Herhalende ponswerk volgens mate en/of setmate en/of stuiters en/of patrone en/of stempels en/of merke.....	
Repetition marking of material to jigs and/or templets with the aid of a templet or scriber or marking material.....		Herhalende merkwark aan materiaal volgens setmate en/of patrone met behulp van 'n patroon of kraspen of merkmateriaal.....	
Repetition roller bending and/or forming of material not exceeding 4 mm.....		Herhalende rolbuig- en/of fatsoeneerwerk aan materiaal met 'n diktemaat van hoogstens 4 mm.....	
Repetition threading and/or tapping by machine		Herhalende skroef- en/of moerdraadsnywerk met 'n masjien.....	
Repetition fluorescent and/or illumination testing	31	Herhalende fluoressensie- en/of verligtingstoetswerk.....	31
Repetition ohm testing to pre-set setting on ohmmeters.....		Herhalende ohmtoetswerk volgens voorafgestelde ohmmeters.....	
Repetition operating power saw for cutting off to stops and/or length gauges (excluding setting up).....		Herhalende bediening van 'n kragsaag vir saagwerk volgens stuiters en/of lengtemate (uitgesonderd opstelling).....	
Repetition production winding of ballasts and/or chokes and/or sodium transformer coils with wire on formers and/or spools by machine to a predetermined number of turns.....		Herhalende produksiewikkeling van ballas en/of smoorders en/of natriumtransformatorspoele met draad op vorms en/of spoel d.m.v. 'n masjien en volgens voorafbepaalde draaigetalle	
Routine setting of air gaps in ballasts to predetermined limits by means of comparators and/or deviation meters and/or oscilloscopes where the adjustments of instruments are made by a Rate A employee.....		Die aanbring van lugsplete in ballas by wyse van roetinewerk en volgens voorafbepaalde perke d.m.v. komparators en/of afwykingsmeters en/of ossilloskope waar die stelwerk aan die instrumente deur 'n Loon A-werknemer verrig word.....	
Screwing machine operating, excluding setting up		Bediening van skroefmasjien, uitgesonderd opstelling.....	
Sealing by hand of ballast containers after filling with compound.....		Handseelwerk aan ballashouers nadit dit met mengsel gevul is.....	
Stencilling by hand.....		Sjabloneerwerk met die hand.....	
Soft soldering and/or sweating by hand.....		Sagte soldeer- en/of aansweetwerk met die hand	
Wiring of signs and/or fittings to instructions and where the course of wires is marked by cleats and/or lines and/or saddles and/or fixtures and/or where no wiring diagram is used.....		Bedrading van tekens en/of toebehoere volgens instuksies en waar die loop van die draad gemerk is deur klampe en/of strepe en/of saals en/of hegstukke en/of waar geen bedradingsdiagram gebruik word nie.....	
Rate H		Loon H	
Application of anti-corrosive and/or protective coatings.....		Aanwending van korosiewerende en/of beskermende lae.....	
Preparing connector blocks.....		Bereiding van koppelblokke.....	
Cutting wiring connection to set lengths and fitting eyelets.....		Draadverbinding volgens vasgestelde lengtes sny en van ogies voorsien.....	
Fixing ballasts to wiring channels.....		Ballas aan bedradingskanale aanbring.....	
Metal buffing and/or polishing.....		Metaalskuur- en/of -poleerwerk.....	
Metal cleaning by degreasing and/or pickling by vat and/or tank.....		Die skoonmaak van materiaal deur ghriesverwydering en/of d.m.v. 'n byvat en/of suurtank	
Dressing and/or deburring by hand and/or by grinding and/or by portable power tool.....		Afwerking en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap.....	
Dipping and/or impregnating in insulating medium and/or enamel and/or paint and/or varnish.....	27	Indompeling en/of impregnering in isoleermiddel en/of emalje en/of verf en/of vernis.....	27
Dismantling of old signs (in shop).....		Aftakeling van ou tekens (in winkel).....	
Mixing and milling of phosphor for coating glass tubes under instruction of a Rate A to D employee.....		Fosfor meng en maal vir die aanbring van lae op glasbuis op instruksie van 'n Loon A- tot D-werknemer.....	
Soldering by dipping.....		Soldeerwerk d.m.v. indompeling.....	
Washing and/or rinsing and/or drying and/or coating and/or baking of glass tubes by automatic or semi-automatic processes.....		Glasbuis was en/of afspoel en/of droogmaak en/of van lae voorsien en/of bak d.m.v. outomatiese of halfoutomatiese prosesse.....	
Preparing and/or spraying of sign boxes for reception of sign faces.....		Tekenkiste berei en/of bespuit vir die aanbring van tekenvoorkante.....	

ANNEXURE F DIVISION 5

The design, preparation erection and/or installation of radio, refrigeration and domestic electrical appliance equipment.

No employer unless registered by the Council in this division, shall use the division or pay the wages and/or earnings specified in this division, viz:

Rate A	Rate per hour
Radiotrician's work—which includes tracing and/or correcting faults in radio equipment....	R1,15
Refrigerator mechanic's work.....	After six months continuous service with the same employer:
Refrigerator cabinet making.....	R1,35.

Rate DD	Rate per hour Cents
Domestic appliance handyman (an employee who fits radios and/or refrigerators and/or any other household electrical appliances to existing electrical connections or plugs and/or erects aerials).....	70

Rate F	
Mounting of assembled new radiogram units and/or new chassis into cabinets which have previously been cut to accommodate receivers and/or gram units.....	42
First six months of experience.....	41
Thereafter.....	42

Rate G	
Uncrating and erecting of domestic appliances—other than the wiring up of such appliances.....	31
Repetition soldering.....	29
First six months of experience.....	31
Thereafter.....	31

ANNEXURE G

DIVISION 6

BURGLAR AND OTHER SIMILAR ALARMS SYSTEMS DIVISION

(a) *General*.—The following operations in the installation and/or repair and/or servicing and/or maintenance of burglar and other similar alarm systems:

Rate AA	Rate per hour
Final testing.....	R1,15
Installation and/or wiring and/or repairing and/or servicing of main alarm unit, alarm signalling devices, control equipment and any other specialised equipment involved n.e.s. (including leads from a plugpoint at normal main voltage).....	After six months service with the same employer: R1,20.
Indicating the actual wiring routes of the alarm system.....	After 12 months continuous service with the same employer: R1,25.
Marking out all attached points for alarm components on areas to be protected.....	
Supervising installation of all low voltage electrical wiring.....	

Learner rates in respect of Rate AA:

(1) Under 21 years of age:	Rate per hour
16 years and over but not exceeding 18 years.....	52c
18 years and over but not exceeding 19 years.....	70c
19 years and over but not exceeding 20 years.....	87c
20 years and over but not exceeding 21 years.....	98c
Thereafter.....	R1,15
	After six months continuous service with the same employer: R1,20.
	After 12 months continuous service with the same employer: R1,25.

AANHANGSEL F

AFDELING 5

Die ontwerp, bereiding, oprigting en/of installering van radio-, verkoelings- en huishoudelike elektriese toesteluitrusting.

Tensy in hierdie afdeling by die Raad geregistreer, mag geen werkgewer hierdie afdeling gebruik of die lone en/of verdienste in hierdie afdeling gespesifiseer, betaal nie:

Loon A	Uurloon
Radiotrisiënswerk—wat die opsporing en/of regmaak van foute in radiouitruiting insluit.....	R1,15
Koelkaswerktuigkundige se werk.....	Na ses maande ononderbroke diens by die selfde werkgewer: R1,35.
Die maak van koelkaskabinette.....	

Loon DD	Uurloon Sent
Faktotum vir huishoudelike toestelle ('n werknemer wat radio's en/of koelkaste en/of enige ander huishoudelike elektriese toestel met bestaande elektriese aansluitpunte of proppe verbind en/of lugdrade oprig).....	70

Loon F	
Montering van gemonteerde nuwe radiogrameenhede en/of nuwe onderstelle in kabinette wat vooraf gesny is om ontvangers en/of grameenhede te bevat.....	42
Eerste ses maande ondervinding.....	41
Daarna.....	42

Loon G	
Huishoudelike toestelle uit kratte haal en oprig—sonder om sodanige toestelle te bedraad.....	31
Herhalende soldeerwerk.....	29
Eerste ses maande ondervinding.....	31
Daarna.....	31

AANHANGSEL G

AFDELING 6

AFDELING VIR DIEFALARMS EN DERGELIKE ALARMSTELSELS

(a) *Algemeen*.—Die volgende werksaamhede in verband met die installering en/of herstel en/of versiening en/of onderhoud van diefalarms en dergelike alarmstelsels:

Loon AA	Uurloon
Finale toetsing.....	R1,15
Installering en/of bedrading en/of herstel en/of versiening van hoofalarmeenheid, alarmsein-toestelle, beheeruitrusting en ander verwante gespesialiseerde uitrusting n.e.v. (met inbegrip van leidings vanaf 'n prop teen gewone hoofleidingspanning).....	Na ses maande ononderbroke diens by die selfde werkgewer: R1,20.
Die werklike bedradingsroetes van die alarmstelsel aandui.....	Na 12 maande ononderbroke diens by die selfde werkgewer: R1,25.
Afmerk van alle vasgehegte punte vir alarmonderdele op plekke wat beskerm moet word..	
Toesig hou oor installering van alle elektriese laespanningsbedrading.....	

Leerlinglone ten opsigte van Loon AA:

(1) Onder die ouderdom van 21 jaar:	Uurloon
16 jaar en ouer maar hoogstens 18 jaar oud	52c
18 jaar en ouer maar hoogstens 19 jaar oud	70c
19 jaar en ouer maar hoogstens 20 jaar oud	87c
20 jaar en ouer maar hoogstens 21 jaar oud	98c
Daarna.....	R1,15
	Na ses maande ononderbroke diens by die selfde werkgewer: R1,20.
	Na 12 maande ononderbroke diens by die selfde werkgewer: R1,25.

	Rate per hour
(2) Twenty-one years of age and over:	
First four months of experience.....	87c
Second four months of experience.....	98c
Third four months of experience.....	R1,01
Fourth four months of experience.....	R1,04
Thereafter.....	R1,15
	After six months continuous service with the same employer: R1,20.
	After 12 months continuous service with the same employer: R1,25.
	Rate per hour Cents
Rate DDD	
Wiring of alarm units and/or devices to instructions and/or running out lists and/or planning cards and/or pictorial sketches and/or samples and/or audio aids and/or photographs.....	52
Soldering by hand.....	
Rate F	
Affixing of pulleys, window switches, door contacts and similar minor components, including the running out and connecting up (but excluding adjustment) of trip wiring under supervision of a Rate AA employee.....	
Chasing and/or plugging and/or drilling n.e.s. (not precision drilling) to marks and/or pops and/or dimples under instruction.....	42
Running low voltage alarm leads under direct supervision of a Rate AA employee.....	
Application of infra-red filter lacquer.....	
Laying and binding of cable forms from pre-prepared running out lists on pre-prepared cable form boards.....	

(b) Stand-by duty for Rate A and Rate AA employees engaged in burglar and other similar alarm systems:

- An employer may require an employee to do a stand-by duty for one week at a time: provided that the employee shall be given not less than one week's notice to that effect. At least one full week shall elapse before an employee may be called upon to do stand-by duty again.
- When an employee is required to do stand-by duty in terms of paragraph (i) he shall be paid a stand-by allowance of R7 per week.
- Where an employee is called out on a service when on stand-by duty he shall receive a minimum payment of R2 per call except when the call is on a Sunday or statutory holiday when he shall be paid R3 per call in addition to the allowance stated in paragraph (ii).
- Where an employee uses his own transport he shall be paid an allowance to be mutually agreed upon.

	Uurloon
(2) Een-en-twintig jaar oud en ouer:	
Eerste vier maande ondervinding.....	87c
Tweede vier maande ondervinding.....	98c
Derde vier maande ondervinding.....	R1,01
Vierde vier maande ondervinding.....	R1,04
Daarna.....	R1,15

Na ses maande ononderbroke diens by dieselfde werk-gewer: R1,20.
Na 12 maande ononderbroke diens by dieselfde werk-gewer: R1,25.

Loon DDD

Bedrading van alarmeenhede en/of -toestelle volgens instruksies en/of uitlelyste en/of beplanningkaarte en/of prenttekeninge en/of monsters en/of oudiohulpmiddels en/of foto's....
Handsoldeerwerk.....

Uurloon Sent

52

Loon F

Vasmaak van katrolle, vensterskakelaars, deurkontakpunte en dergelike minder belangrike onderdele, met inbegrip van die afrol en aansluit (uitgesonderd verstellings) van klinkbedrading onder toesig van 'n Loon AA-werknemer.....
Nasny-en/of toestop-en/of boorwerk n.e.v. (uitgesonderd presisieboorwerk) volgens merke en/of ponsmerke en/of duike volgens instruksies.....
Afrol van laespannings alarmleidings onder regstreekse toesig van 'n Loon AA-werknemer.....
Aanwending van infraroodfilter-lakvernis.....
Lê en saambind van kabelvorms volgens vooraf-bereide uitlelyste op vooraf-bereide kabelvorm-borde.....

42

(b) Gereedheidsdiens vir Loon A- en Loon AA-werknemers wat aan diefalarms en dergelike alarmstelsels werk:

- 'n Werkgewer kan van 'n werknemer vereis om vir een week op 'n keer gereedheidsdiens te doen: Met dien verstande dat die werknemer minstens een week kennis daarvan gegee word. Minstens een volle week moet verloop voordat daar weer van 'n werknemer vereis kan word om gereedheidsdiens te doen.
- Waar daar van 'n werknemer vereis word om ingevolge paragraaf (i) gereedheidsdiens te doen, moet hy 'n gereedheidstoele van R7 per week betaal word.
- Waar 'n werknemer uitgeroep word vir diens wanneer hy op gereedheidsdiens is, moet hy minstens R2 per oproep ontvang, behalwe as die oproep op 'n Sondag of statutêre openbare vakansiedag is, in welke geval hy R3 per oproep betaal moet word, benewens die toelae in paragraaf (ii) vermeld.
- Waar 'n werknemer sy eie vervoer gebruik, moet hy 'n toelae betaal word waaroor daar onderling ooreengekom moet word.

No. R. 851

25 May 1973

Factories, Machinery and Building Work Act, 1941

Electrical Contracting and Servicing Industry, Cape

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 Contracting and Servicing Industry, published under Government Notice R. 850 of 25 May 1973, 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. 851

25 Mei 1973

Wet op Fabriek, Masjinerie en Bouwerk, 1941

Elektrotegniese Aannemings- en Bedieningsnywerheid, Kaap

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemings- en Bedieningsnywerheid, gepubliseer by Goewermentskennisgewing R. 850 van 25 Mei 1973, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN, Minister van Arbeid.

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. Sent 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 poststukke 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. Poststukke 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.

CONTENTS			INHOUD		
No.		Page	No.		Bladsy.
Labour, Department of			Arbeid, Departement van		
<i>Government Notices</i>			<i>Goewermentskennisgewings</i>		
R. 850.	Industrial Conciliation Act, 1956: Electrical Contracting and Servicing Industry, Cape	1	R. 850.	Wet op Nywerheidsversoening, 1956: Elektrotegniese Aannemings- en Bedieningsnywerheid, Kaap	1
R. 851.	Factories, Machinery and Building Work Act, 1941: Electrical Contracting and Servicing Industry, Cape	49	R. 851.	Wet op Fabriek, Masjinerie en Bouwerk, 1941: Elektrotegniese Aannemings- en Bedieningsnywerheid, Kaap	49

