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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 612

9 April 1976

INDUSTRIAL CONCILIATION ACT, 1956

**ELECTRICAL, INDUSTRY AND ELECTRICAL
CONTRACTING INDUSTRY, NATAL.—MAIN
AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour,
hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry and Electrical Contracting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 5 February 1978, 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) (h), 9bis, 18 and 21 of Part I and clause 14 of section 1 of Part III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 5 February 1978, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the areas specified in clause 1 (1) (b) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Part I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 5 February 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (3) (g) and (h), 9bis,

46400—A

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 612

9 April 1976

WET OP NYWERHEIDSVersoëning, 1956

**ELEKTROTEGNIËSE NYWERHEID EN ELEKTRO-
TEGNIËSE AANNEMINGSNYWERHEID, NATAL.—
HOOFOOREENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid,
verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoëning, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid en Elektrotegniese Aannemingsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Februarie 1978 eindig, bindend is vir die werkgewers-organisasies 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) (h), 9bis, 18 en 21 van Deel I en klousule 14 van Seksie 1 van Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Februarie 1978 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 Nywerhede in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (g) en (h), 9bis, 18 en 21 van Deel I en klousule 14 van Seksie 1 van Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 5 Februarie 1978 eindig, in die gebiede gespesifiseer in klousule

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18 and 21 of Part I and clause 14 of section 1 of Part III, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

AGREEMENT

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

Electrical Engineering and Allied Industries Association; and the

Radio, Appliance and Television Association of South Africa;

and the

Electrical Contractors' Association (South Africa);

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

South African Electrical Workers' Association

and the

Amalgamated Engineering Union

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

being parties to the Industrial Council for the Electrical Industry (Natal).

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

(1) The terms of this Agreement shall be observed by employers and employees in the Electrical Industry and the Electrical Contracting Industry—

(a) who are members of the employers' organisations and trade unions, respectively; and

(b) who are engaged or employed in—

(i) the operations set forth in paragraphs (a), (b) and (c) of the definition of "Electrical Industry" in clause 3 of this Part of the Agreement in the municipal area of Pietermaritzburg as defined on 15 November 1952;

(ii) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this Part of the Agreement in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (as it existed prior to the publication of Government Notice 1287 of 21 August 1959), Mount Currie, Tabankulu and Umzimkulu;

(iii) the Electrical Contracting Industry in the Magisterial Districts of Durban and Pinetown.

(2) Notwithstanding the provisions of subclause (1) the terms of the Agreement shall apply—

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

(b) to trainees 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.

(3) 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 of such employees, and the "hourly rate" shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

(4) Notwithstanding the provisions of subclause (3), the conditions of employment prescribed in this Agreement in respect of work classified under Rate A, shall apply to apprentices during their fifth year of apprenticeship to the extent to which they are not less favourable than any conditions prescribed under the Apprenticeship Act (Act 37 of 1944): Provided that for the purposes of this subclause wherever reference is made in this Agreement to the "Hourly rate" it shall be deemed to be R1,65 per hour.

1 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is, en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESIE NYWERHEID (NATAL)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit deur en aangegaan tussen die

Electrical Engineering and Allied Industries Association; en die

Radio, Appliance and Television Association of South Africa; en die

Electrical Contractors' Association (South Africa);

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

South African Electrical Workers' Association;

en die

Amalgamated Engineering Union

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

wat die paryte by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal) is.

DEEL I

ALGEMENE VOORWAARDES OP HIERDIE HELE OOREENKOMS VAN TOEPASSING

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid en die Elektrotegniese Aannemingsnywerheid—

(a) wat lede van onderskeidelik die werkgewersorganisasies en die vakverenigings is; en

(b) wat betrokke is by of in diens is in verband met—

(i) die werksaamhede gemeld in paragrafe (a), (b) en (c) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Deel van die Ooreenkoms, in die munisipale gebied van Pietermaritzburg soos omskryf op 15 November 1952;

(ii) die werksaamhede gemeld in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Deel van die Ooreenkoms, in die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff (soos dit voor die publikasie van Goewermentskennisgewing 1287 van 21 Augustus 1959 bestaan het), Mount Currie, Tabankulu en Umzimkulu;

(iii) die Elektrotegniese Aannemingsnywerheid in die landdrosdistrikte Durban en Pinetown.

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

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

(b) kwekelinge slegs vir sover dit nie strydig is nie met die Wet op Opleiding van Ambagsmanne, 1951, of met voorwaardes wat daarkragtens voorgeskryf is.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerlinge, voorgeskryf kragtens die Wet op Vakleerlinge (Wet 37 van 1944), as die weekloon van sodanige werknemers geneem en is die "uurloon" die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

(4) Ondanks subklousule (3) is die diensvoorwaardes wat in die Ooreenkoms voorgeskryf word vir werk ingedeel onder Loon A, van toepassing op vakleerlinge gedurende hul vyfde leerjaar en wel in die mate waarin dit nie minder gunstig is nie as die voorwaardes voorgeskryf kragtens die Wet op Vakleerlinge (Wet 37 van 1944): Met dien verstande dat wanneer daar in hierdie Ooreenkoms van die uurloon melding gemaak word, dit vir die toepassing van hierdie subklousule geag word R1,65 per uur te wees.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period ending 5 February 1978 or for such period as the Minister may determine.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

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

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

“Council” means the Industrial Council for the Electrical Industry (Natal);

“day shift” means, subject to the definition herein covering “two-shift system” and “three-shift system” any period of not more than eight and one half hours ordinarily worked by an employee between the hours of 06h00 and 18h00 on Mondays to Fridays, inclusive, or any period not exceeding five hours worked between the hours of 06h00 and 12h00 on Saturdays: Provided that when an employer does not require his employees to work on more than five days in any week, it means any such period of not more than nine and a quarter hours between 06h00 and 18h00 on Mondays to Fridays inclusive;

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

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

“Electrical Contracting Industry” means the Industry in which employers and employees are associated for any or all of the following:

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

and for the purposes of this definition—

“electrical equipment” shall include—

(i) electrical cables and overhead lines;

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir 'n tydperk wat op 5 Februarie 1978 eindig of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

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

“Wet” die Wet op Nywerheidsversoening, 1956;

“buitengewone vuil werk” werk in verband met dieselenjins van die kruiskop af ondertoe; gebruikte skeepsketels, oonde, verbrandingskamers, rookkaste, in skepskimme en in brandstoftens, aan boord skip verrig, en in installasies vir die hantering van gebruikte steenkool en kooks en rubberverwerkingsinstallasies;

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

“Raad” die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

“dagskof”, behoudens die woordoms krywing hierin van “tweeskofstelsel” en “drieskofstelsel”, 'n tydperk van hoogstens agt en 'n half uur wat gewoonlik deur 'n werknemer tussen 06h00 en 18h00 op Maandag tot en met Vrydag gewerk word, of 'n tydperk van hoogstens vyf uur wat tussen 06h00 en 12h00 op Saterdag gewerk word: Met dien verstande dat as 'n werkgewer nie van sy werknemers vereis om op meer as vyf dae in 'n week te werk nie, dié sodanige tydperk van hoogstens nege en 'n kwart uur tussen 06h00 en 18h00 van Maandag tot en met Vrydag beteken;

“werktuigkundige vir huishoudelike toestelle” of “koelkaswerk-tuigkundige” 'n werknemer wat een of meer van die volgende klasse werk verrig:

Die diagnosering van foute in, of die reëling of uitvoering van herstel- of verstelwerk aan, of die versiening, montering, oprigting en/of installering van, of toesighouding oor die oprigting en/of installering van stowe, koelkaste, wasmasjiene, strykmasjiene, lug-versorgingseenhede en alle ander groot elektriese toestelle, dié uitvoering van finale toetse of toesighouding oor sodanige werksaamhede, maar nie 'n werknemer wat koelkaste, stowe of ander huishoudelike elektriese toestelle by bestaande uitlate aansluit nie;

“Elektrotegniese Aannemingsnywerheid” die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende werksaamhede:

(a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel van 'n gebou uitmaak, met inbegrip van bedrading, kabellawerk, dié lê van kables, dié aanleg van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of dié werk of dié materiaal op dié terrein van dié gebou of bouwerk of elders verrig of berei word;

(b) dié ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir dié doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk, dié lê van kables, dié aanleg van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of dié werk of dié materiaal op dié terrein van dié gebou of bouwerk of elders verrig of berei word;

(c) dié ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir dié oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellawerk, dié lê van kables, dié aanleg van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of dié werk of dié materiaal op dié terrein van dié gebou of bouwerk of elders verrig of berei word;

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

(i) elektriese kables en bogronde lyne;

(ii) generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan, maar uitgesonderd radiotoestelle en aanverwante elektriese apparaat, seinuitrusting en ander uitrusting waarin gebruik gemaak word van dié beginsels wat aangewend word by dié bediening van radio- of elektroniese uitrusting), elektriese verligtings-, verwarmings-, kook- en verkoeluitrusting, primêre en sekondêre selle en batterye, transformators en oonduitrusting;

and further, for the purpose of this definition—

“design, preparation, erection, installation, repair and maintenance” shall not include—

(aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;

(ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;

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

(ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;

(ae) the installation and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component part;

(af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of the manufacturer's guarantee;

(ag) the sale, repair and/or servicing or typewriting machines and/or other mechanical office appliances;

(ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;

(ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah);

(aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai), other than by means of a socket or similar outlet provided for the purpose;

“Electrical Industry” means the Industry in which employers and employees are associated for any of or for all the following:

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

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, domestic electrical equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment;

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

(aa) Die vervaardiging, installering, herstel en/of onderhoud van hysers en roltrappe;

(ab) die vervaardiging, deur middel van herhalingsmetodes, van voornoemde uitrusting of samestellende dele daarvan;

(ac) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins;

(ad) die vervaardiging en/of fabrisering en/of inmeekaarsit en/of herbou van batterye van die loodsuurtype en/of samestellende dele daarvan;

(ae) die installering en/of versiening en/of herstel van loodsuurbatterye van die vaste tipe of samestellende dele daarvan waneer die werk verrig word deur die vervaardiger van die battery of samestellende deel;

(af) die installering en/of versiening en/of herstel van motorvoertuigbatterye van die loodsuurtype of samestellende dele daarvan waneer die werk verrig word deur die vervaardiger van die battery of samestellende deel ooreenkomstig die vervaardiger se waarborg;

(ag) die verkoop, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle;

(ah) die inmeekaarsit en/of versiening en/of installering en/of onderhoud en/of herstel van een of meer van die toestelle, uitrusting, masjiene, ontwerpe of apparaat in (ai) hieronder bedoel;

(ai) die bemarking van toestelle, uitrusting, masjiene, ontwerpe en apparaat, ongeag of dit met die hand werk of volgens fotografe, meganiese, elektrotegniese, elektrostatische of elektroniese beginsels of enige kombinasie van sodanige beginsels wat hoofsaaklik bedoel is vir gebruik by rekeningkundige en/of besigheids- en/of berekenings- en/of kantoorprosedures, oral waar sodanige bemarking geskied in samewerking met een of meer van die werksaamhede in (ah) bedoel;

(aj) die verbinding van die toestelle, uitrusting, masjiene, ontwerpe en apparaat in (ai) bedoel met die bedrading van 'n gebou of bouwerk, uitgesonderd deur middel van 'n sok of dergelike uitlaat wat vir die doel verskaf word;

“Elektrotegniese Nywerheid” die Nywerheid waarin werkegewers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende werksaamhede:

(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, kabellaswerk, die lê van kables, die aanleg van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk of die materiaal op die terrein van die gebou of bouwerk of elders verrig of berei word;

(b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellaswerk, die lê van kables, die aanleg van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk of die materiaal op die terrein van die gebou of bouwerk of elders verrig of berei word;

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellaswerk, die lê van kables, die aanleg van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk of die materiaal op die terrein van die gebou of bouwerk of elders verrig of berei word;

(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 bedrading, kabellaswerk, die lê van kables, die aanleg van bogronde elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan; en vir die toepassing van hierdie omskrywing omvat “elektriese uitrusting”—

(i) elektriese kables en bogronde lyne;

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

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

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

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

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

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

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

"electrician" means an employee who performs any of the following operations and who has completed 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 person over 21 years of age who is in possession of the Apprenticeship Act, 1944, or the Training of Artisans Act, him to be employed on such operation:

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

"electrical installation" means the installation and/or erection and/or electrical wiring of any of the articles enumerated in the definition of "Electrical Industry" in this clause and includes the laying and/or running and/or fixing of conduits;

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

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

"hourly rate" means the rate per hour for the class of work scheduled in this Agreement or, whichever is the greater, the actual rate per hour the employee is receiving: Provided that where a "rate per week" is specified, the hourly rate of the employee shall be his rate per week for his class of work scheduled in this Agreement or the actual weekly rate of the employee, whichever is the greater, divided by the number of ordinary hours worked in the establishment concerned;

"incentive bonus work" means work paid for in accordance with the provisions of clause 11 of Part I of this Agreement;

"Industry" means the Electrical Industry and/or the Electrical Contracting Industry;

"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 an employee over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman's work;

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

Journeyman's work" means work for which wages are prescribed under Rate A in the Table of Wage Rates;

"night-shift" means, subject to the definition herein covering "two-shift system" and "three-shift system" any period of not more than nine and a quarter hours ordinarily worked by an employee between the hours of 18h00 and 06h00 from starting time on Monday to starting time on Saturday, except on marine work where any three or more nights worked consecutively may constitute night shift work;

"ordinary hourly rate" means the hourly rate for ordinary time;

"premises" means any land and any building or structure above or below the surface of any land and includes any vehicle, aircraft or vessel;

"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;

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

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

(ab) die bedrading van, of installering in motorvoertuie, van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins; en

(ac) die vervaardiging, herstel en versiening van motorvoertuigbatterie;

(ad) die vervaardiging, herstel en versiening van tikmasjien- en kantoorstoelstele;

(ae) die vervaardiging en/of montering en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

"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 leerlingskontrak wat deur die Raad erken word, of 'n persoon bo die leeftyd van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is en wat hom in staat stel om sodanige werksaamheid te verrig:

Ankerwikkeling;
kabelaswerk;
elektriese apparaat (herstelwerk aan);
elektriese installering;
aanleg van elektriese bogrondse lyne;
elektriese bedrading;
installering en/of onderhoud en/of versiening en/of bou van elektro-mediese toestelle en X-straaluitrusting;
telekommunikasie;
installering en/of onderhoud van sein- en/of totalisatoruitrusting;

"elektriese installering" die installering en/of oprigting en/of elektriese bedrading van enigeen van die artikels wat in die woordomskrywing van "Elektrotegniese Nywerheid" in hierdie klousule genoem word en omvat dit ook die aanleg en/of aanbring en/of vassit van leypype;

"werknemer" 'n werknemer wie se minimum loon in hierdie Ooreenkoms voorgeskryf is, 'n werknemer wat kragtens 'n vrystelling van hierdie Ooreenkoms of op voorwaardes wat deur die Raad gestel is in diens is, of 'n werknemer wat ingevolge 'n leerlingskontrak wat deur die Raad erken word, in diens is; "bedryfsinrigting" 'n perseel waar die Nywerheid of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

"uurloon" die uurloon vir die klas werk in hierdie Ooreenkoms voorgeskryf of die werklike uurloon wat die werknemer ontvang, naamlik die grootste bedrag: Met dien verstande dat waar 'n "weekloon" gespesifiseer word, die uurloon van die werknemer sy weekloon is vir sy klas werk, soos in hierdie Ooreenkoms voorgeskryf, of die werklike weekloon van die werknemer, naamlik die grootste bedrag, gedeel deur die getal gewone ure wat in die betrokke bedryfsinrigting gewerk word;

"aansporingsbonuswerk" werk waarvoor daar ooreenkomstig klousule 11 van Deel I van hierdie Ooreenkoms betaal word;

"Nywerheid" die Elektrotegniese Nywerheid en/of die Elektrotegniese Aannemingsnywerheid;

"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 ingevolge 'n leerlingskontrak wat deur die Raad erken word, of 'n werknemer bo die leeftyd van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is en wat hom in staat stel om vir vakmanswerk in diens geneem te word;

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

"vakmanswerk" werk waarvoor lone onder Loon A in die Loontabel voorgeskryf word;

"nagskof" behoudens die omskrywing hierin van "tweeskofstelsel" en "driekofstelsel", 'n tydperk van hoogstens nege en 'n kwart uur wat 'n werknemer gewoonlik tussen 18h00 en 06h00 van die aanvangstyd op Maandag tot die aanvangstyd op Saterdag werk, behalwe in die geval van skeepswerk, waar enige drie of meer nagte agtereenvolgens gewerk, nagskofwerk kan uitmaak;

"gewone uurloon" die uurloon vir gewone tyd;

"perseel" enige grond en enige gebou of bouwerk bo of onder die oppervlak van enige grond en sluit dit enige voertuig, vliegtuig of vaartuig in;

"leerlingingenieur" en/of "goedgekeurde student" 'n persoon wat in besit is van opvoedkundige kwalifikasies wat deur die Raad erken word en wat verkry is aan 'n opvoedkundige inrigting wat insgelyks deur die Raad erken word, of 'n persoon wat in ingenieurswese gegradueer het aan 'n Suid-Afrikaanse universiteit of universiteitskollege, maar omvat dit nie ook 'n persoon wat die voorgeskrewe vakopleiding in die loop van sy studies ondergaan nie;

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

"watchman's work" means guarding and/or patrolling property and/or premises;

"wiring" means the design, installation, alteration, repair or testing of any cable, conductor, fitting, apparatus or conduit in or connected to any premises and used or intended to be used for purposes incidental to the supply and/or consumption of electricity.

4. REGISTRATION OF EMPLOYERS

(1) (a) Every employer shall, within 30 days from the date on which this Agreement comes into operation, or within 30 days of entering the Industry, make application to the Council for registration of his establishment under this Part of the Agreement and under Part II and/or Part III thereof, as the case may be, and the Council may in its discretion register the establishment concerned and shall issue the employer with a certificate to that effect.

(b) Every employer, in complying with the provisions of paragraph (a), shall simultaneously forward to the Secretary of the Council—

- (i) his full name,
- (ii) his residential and business address,
- (iii) the trades or operations carried out by him,
- (iv) the full names and designations of all his employees.

(c) Every employer who is registered with the Council in terms of this clause, shall if his business alters to include operations not provided for in that Part of the Agreement under which he is registered, notify the Council within 30 days of such change for the purpose of registration under any other Part of this Agreement.

(d) The Council may at any time withdraw or vary the terms of a certificate issued to an employer and the employer shall return the certificate to the Council within 21 days after having been requested to do so by the Council.

(2) (a) Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of subclause (1) of this clause shall observe the provisions of Part I and the special conditions of Part III of this Agreement.

(b) An employer who wishes to operate under the special conditions applicable under any Part of this Agreement, other than that in which he is registered, shall give notice thereof to the Council and secure from the Council permission so to do.

(3) Where the employer is a partnership information in accordance with subclause (1) (b) as well as the title under which the partnership operates, together with the names and addresses of all partners shall be furnished.

(4) All applications for registration shall be made to the Secretary, Industrial Council for the Electrical Industry (Natal), P.O. Box 722, Durban, 4000.

5. HOURS OF WORK

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

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

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

(2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work, and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping time of the shift for that day of the week, excluding meal breaks, as notified by the employer to his employees in terms of clause 20 (2) of this Part and for all time which he is required by the employer to work which does not fall within such starting and stopping times.

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

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

"tweeskof- en/of drieskofstelsel" die metode waarvolgens daar gewerk word in bedryfsinrigtings wat twee of drie skofte in 'n tydperk van 24 uur werk vir 'n enkele tydperk van minstens drie maande;

"wag se werk" die bewaking en/of patroliering van eiendom en/of persele;

"bedrading" die ontwerp, installering, verbouing, herstel of toetsing van 'n kabel, geleier, toebehore, apparaat of leipyp op of verbind met 'n perseel en wat gebruik word of bedoel is om gebruik te word vir doeleindes in verband met elektrisiteitsvoorsiening en/of -verbruik.

4. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer moet binne 30 dae ná die datum van inwerkingtreding van hierdie Ooreenkoms, of binne 30 dae ná toetreding tot die Nywerheid, by die Raad aansoek doen om registrasie van sy bedryfsinrigting onder hierdie Deel van die Ooreenkoms en onder Deel II en/of Deel III daarvan, na gelang van die geval, en die Raad kan die betrokke bedryfsinrigting na goedgekeurde registrasie en moet aan die werkgewer 'n sertifikaat met daardie strekking uitreik.

(b) Elke werkgewer moet ter nakoming van paragraaf (a) tegelykertyd die volgende aan die Sekretaris van die Raad stuur:

- (i) Sy volle naam;
- (ii) sy woon- en besigheidsadres;
- (iii) die ambagte of werksaamhede wat hy beoefen;
- (iv) die volle name en ambagsbenamings van al sy werknemers.

(c) Elke werkgewer wat ingevolge hierdie klousule by die Raad geregistreer is moet as sy besigheid so verander dat dit werksaamhede insluit waarvoor daar nie voorsiening gemaak word in dié Deel van die Ooreenkoms waaronder hy geregistreer is nie, die Raad binne 30 dae ná sodanige verandering daarvan in kennis stel met die oog op registrasie onder 'n ander Deel van hierdie Ooreenkoms.

(d) Die Raad kan te eniger tyd die bepalings van 'n sertifikaat wat aan 'n werkgewer uitgereik is, intrek of wysig, en die werkgewer moet die sertifikaat binne 21 dae nadat die Raad hom daartoe versoek het aan die Raad terugstuur.

(2) (a) Elke werkgewer op wie hierdie Ooreenkoms van toepassing is maar wat nie ingevolge subklousule (1) van hierdie klousule geregistreer is nie, moet die bepalings van Deel I en die spesiale voorwaardes van Deel III van hierdie Ooreenkoms nakom.

(b) 'n Werkgewer wat sy bedryf wil beoefen ooreenkomstig die spesiale voorwaardes wat op 'n ander deel van hierdie Ooreenkoms van toepassing is as dié waarin hy geregistreer is, moet die Raad daarvan in kennis stel en van die Raad verlof ontvang om dit te doen.

(3) Waar die werkgewer 'n vennootskap is, moet inligting ooreenkomstig subklousule (1) (b) asook die naam waaronder die vennootskap sake doen, tesame met die name en adresse van al die vennote, verstrekkend word.

(4) Alle aansoeke om registrasie moet gerig word aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), Posbus 722, Durban, 4000.

5. WERKURE

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

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

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

(2) 'n Werknemer kan, ten einde die byhou van 'n register van die aanvangs- en uitskeityd en die werkure van sy werknemers te vergemaklik, van hulle vereis om in en uit te klok, en kan, voordat hy aan 'n werknemer 'n loon en/of besoldiging betaal vir 'n tydperk wat nie deur die klok aangeteken is nie, van daardie werknemer vereis om bevredigende bewys te lewer dat hy wel gewerk het: Met dien verstande dat 'n werknemer ooreenkomstig die bepalings van hierdie Ooreenkoms besoldig moet word vir al die tyd wat deur die klok aangeteken is en wat binne die aanvangs- en uitskeityd van dié skof vir daardie dag van die week val, uitgesonderd etenspouses, soos ingevolge klousule 20 (2) van hierdie Deel deur die werkgewer aan sy werknemers bekendgemaak, en vir alle tyd wat die werkgewer van hom vereis het om te werk maar wat nie binne sodanige aanvangs- en uitskeityd val nie.

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

(4) In elke bedryfsinrigting waar daar volgens 'n twee- of drieskofstelsel gewerk word, mag geen werknemer meer as 12 agtereenvolgende werkskofte snags werk nie, en geen werknemer mag meer as een skof in enige tydperk van 24 uur werk nie tensy 'n wisseling van skofte dit nodig maak.

(5) An employee shall not be required or permitted to work for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that—

(i) an employer may agree with a majority of his employees to reduce the period of the interval to not less than half an hour, in which case the employer shall grant to each of his employees a rest interval of not less than 10 minutes as nearly as practicable in the middle of each work period before and after such interval, during which periods the employee shall not be required or permitted to perform any work. Such rest intervals shall be deemed to be part of the ordinary hours of work of the employee concerned;

(ii) except as provided for in paragraph (i) or (iii) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(iii) when, by reason of any overtime worked, an employer is required to give an employee a second interval, such interval may be reduced to an interval of not less than 15 minutes.

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

(i) between 18h00 and 06h00; or

(ii) after 13h00 on more than five days in any week.

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

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

(ii) on more than three consecutive days;

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

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

(aa) been given notice thereof before midday; or

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

(ac) has been paid an allowance in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(7) The provisions of this clause shall not apply to employees employed on watchman's work.

6. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

(1) Except as is otherwise provided in this clause and in clause 7 of this Part of the Agreement, time worked by employees after the completion of the usual shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:

(a) At one and one-third times the hourly rate for the first six hours;

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

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

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

(4) 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, and an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in 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 the purpose of this subclause, "usual starting time" means the usual starting time on an ordinary working day.

(5) Daar mag nie van 'n werknemer vereis of hy mag nie toegelaat word om langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur te werk nie, en gedurende sodanige pouse mag daar nie van die werknemer vereis of mag hy nie toegelaat word om enige werk te verrig nie: Met dien verstande dat—

(i) 'n werkgewer met die meerderheid van sy werknemers ooreen kan kom om die tydperk van die pouse te verkort tot minstens 'n halfuur, en in so 'n geval moet die werkgewer aan elkeen van sy werknemers 'n ruspouse van minstens 10 minute toestaan so na as doenlik aan die middel van elke werkperiode voor en na sodanige pouse, en gedurende sodanige ruspouse mag daar nie van die werknemer vereis word of mag hy nie toegelaat word om enige werk te verrig nie. Sodanige ruspouses word geag deel van die gewone werkure van die betrokke werknemer te wees;

(ii) behoudens paragraaf (i) of (iii) hiervan, werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(iii) wanneer daar, as gevolg van oortyd wat gewerk word, van 'n werkgewer vereis word om 'n tweede pouse aan 'n werknemer toe te staan, dié pouse verkort kan word tot 'n pouse van minstens 15 minute.

(6) (a) Daar mag van geen vroulike werknemer vereis word of sy mag nie toegelaat word om soos volg te werk nie:

(i) Tussen 18h00 en 06h00; of

(ii) na 13h00 op meer as vyf dae in 'n week.

(b) Daar mag nie van 'n vroulike werknemer vereis word of sy mag nie toegelaat word om soos volg te werk nie:

(i) Langer as twee uur op 'n dag;

sy mag nie toegelaat word om soos volg oortyd te werk nie:

(ii) op meer as drie agtereenvolgende dae;

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

(iv) na voltooiing van haar gewone werkure, langer as een uur op 'n dag te werk, tensy sy—

(aa) voor 12h00 daarvan in kennis gestel is; of

(ab) van 'n toereikende ete voorsien is voordat sy met die oortydwerk moet begin; of

(ac) betyds 'n toelae betaal is om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin.

(7) Hierdie klousule is nie van toepassing op werknemers wat 'n wag se werk verrig nie.

6. OORTYDWERK EN BETALING VIR WERK OP SONDAE

(1) Behoudens andersluidende bepalings in hierdie klousule en in klousule 7 van hierdie Deel van die Ooreenkoms, word tyd wat werknemers na voltooiing van die gewone skof in die betrokke bedryfsinrigting gewerk het, geag oortydwerk te wees, en daarvoor moet soos volg betaal word:

(a) Een en een-derde maal die uurloon vir die eerste ses uur;

(b) daarna een en 'n half maal die uurloon tot die gewone aanvangstyd van die werknemer se daaropvolgende 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, betaal moet word teen een en een-derde maal die uurloon vir die eerste ses uur, gereken vanaf die gewone 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 ná die voltooiing van sy gewone skof vir dringende werk uitgeroep word, moet hy een en 'n half maal sy uurloon betaal word vir tyd gewerk vanaf die tyd waarop hy begin werk het tot die gewone aanvangstyd van sy daaropvolgende 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 tyd wat vanaf middernag tot die gewone aanvangstyd van sy gewone skof gewerk is.

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

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

(5) Whenever an employee (other than an employee engaged on urgent maintenance and/or urgent repairs) works on a Sunday he shall be paid at one and two-thirds times the hourly rate for time worked with a minimum payment of one and two-thirds times the hourly rate for the hours of a normal shift: Provided that if the overtime continues after midnight on a Sunday the employee shall continue to be paid at the rate of one and two-thirds times the hourly rate until his usual starting time on Monday morning: Provided further that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

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

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

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

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

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

(8) For purposes of this clause—

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

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

(9) The provisions of this clause shall not apply to employees employed on watchman's work: Provided that whenever a watchman works longer than a shift of 12 hours at a time, time so worked after completion of a 12-hour shift shall be regarded as overtime for which the watchman shall be paid at the rate of not less than one and one-third times his normal rate calculated on an hourly basis: Provided further that should a watchman be required to work on seven days per week he shall be paid for work done on the seventh day at the rate of not less than double his normal rate calculated on an hourly basis.

(10) Notwithstanding the provisions of subclause (1), 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 may 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.

(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.

7. SHIFT WORK

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

(5) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende onderhouds- en/of dringende herstelwerk verrig) op 'n Sondag werk, moet hy teen een en twee-derde maal sy uurloon betaal word vir die tyd wat hy gewerk het en moet hy minstens een en twee-derde maal die uurloon vir die ure van 'n gewone skof ontvang: Met dien verstande dat, as die oortydwerk na middernag op 'n Sondag voortgesit word, die werknemer nog een en twee-derde maal die uurloon betaal moet word tot sy gewone aanvangstyd op Maandagoggend: Voorts met dien verstande dat, waar die werkgewer werk verskaf om die werknemer besig te hou vir die ure van 'n gewone skof en die werknemer versuim of weier om vir die volle tydperk wat van hom vereis word, te werk, sodanige werknemer op betaling geregtig is slegs vir die tydperk wat hy werklik gewerk het.

(6) Werknemers wat dringende onderhouds- en/of dringende herstelwerk (hieronder "dringende werk" genoem) verrig, moet vir werk op Sondae minstens een en twee-derde maal die uurloon betaal word vir die ure gewerk en moet minstens vier uur se betaling teen een en twee-derde maal die uurloon ontvang vir ure voor 12h00 gewerk. Waar sodanige werk tot in die namiddagtydperk strek, moet daar vir minstens agt uur teen een en twee-derde maal die uurloon betaal word.

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

(7) Die bepalinge van hierdie klousule in verband met betaling vir werk op Sondae is nie van toepassing nie vir skofte wat op Sondag begin in bedryfsinrigtings wat volgens 'n twee-skof- of 'n drieskofstelsel werk, en hiervoor moet soos volg betaal word:

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

(b) vir die ure na middernag en tot die voltooiing van die skof gewerk, die gewone uurloon plus 10 persent.

(8) Vir 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.

(9) Hierdie klousule is nie op wagte van toepassing nie: Met dien verstande dat waar 'n wag langer as 'n skof van 12 uur op 'n keer werk, die tyd aldus gewerk na voltooiing van 'n 12-uurskof, geag word oortydwerk te wees waarvoor die wag betaal moet word teen minstens een en een-derde maal sy gewone loon op 'n uurgrotdslag bereken: Voorts met dien verstande dat as daar van 'n wag vereis word om op sewe dae per week te werk, hy vir werk op die sewende dag verrig teen minstens dubbel sy gewone loon op 'n uurgrotdslag bereken, betaal moet word.

(10) Ondanks subklousule (1) 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 ure nie deur die werknemer gewerk nie, afgetrek word van die oortydure gewerk en moet die werknemer vir die ure aldus afgetrek, 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, die werknemer vir alle sodanige oortydure die gewone uurloon betaal kan 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, hierdie subklousule nie van toepassing is nie en hy vir die oortydure in so 'n geval gewerk betaal moet word teen die oortydyskaal wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgewer 'n doktersertifikaat van 'n werknemer kan vereis as bewys van die oorsaak van sy afwesigheid.

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

(11) 'n Werknemer wat deur die toepassing op hom van enigeen van die bepalinge van subklousule (10) veronreg voel, kan by die Raad teen die besluit appél aanteken, en die Raad kan, nadat hy alle redes wat vir so 'n besluit voorgelê is, oorweeg het, daardie besluit bekrachtig of 'n ander besluit neem wat na sy mening in daardie geval geneem behoort te gewees het.

7. SKOFWERK

(1) Daar moet vir nagskofwerk betaal word teen die gewone uurloon, plus 10 persent.

(2) In order to be on night shift work an employee must work three or more consecutive nights between 06h00 on Monday and 18h00 on Saturday of the same week, except on marine work where any three or more nights worked consecutively may constitute night shift work.

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

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

(a) Two-shift system:

(i) Work ordinarily performed on the shift commencing in the morning shall be paid at ordinary hourly rates: Provided that if the shift commences before 06h00 time worked prior to 06h00 shall be paid for 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 18h00 to 06h00 at the ordinary hourly rate plus 10 per cent;

(ab) when the hours for the complete shift do not fall wholly within any period from 18h00 to 06h00 at the ordinary hourly rate plus five 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 as follows:

(a) At one and one-third times the increased hourly rate for the first six hours;

(b) thereafter, at one and one-half times the increased hourly rate until the usual starting time of the employee's next normal shift.

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

(6) The provisions of this clause shall not apply to employees employed on watchman's work.

(7) Notwithstanding the provisions of subclause (5) 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 may be deducted from the hours of overtime worked and the hours so deducted may 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 may 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 for 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.

(8) Any employee who is aggrieved by the application to him of any of the provisions of subclause (7) 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.

8. SHORT TIME

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

(a) a shortage of work and/or materials, in which case an employer shall give his employees two clear working days' notice of his intention to work short time, and shall, so far as practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, he

(2) Ten einde geag te word nagskofwerk te verrig, moet 'n werknemer drie of meer agtereenvolgende nagte tussen 18h00 op Maandag en 06h00 op Saterdag van dieselfde week werk, behalwe in die geval van skeepswerk, waar enige drie of meer nagte wat agtereenvolgens gewerk word, nagskofwerk kan uitmaak.

(3) Daar moet minstens ses uur verloop tussen die diens van 'n werknemer op nagskof en sy diens op dagskof: Met dien verstande dat 'n werknemer gedurende sodanige tussentydperk van ses uur kan werk as oortydbesoldiging teen een en een-derde maal die uurloon aan hom betaal word.

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

(a) Tweeskofstelsel:

(i) Vir werk wat gewoonlik verrig word op die skof wat in die oggend begin, moet die gewone uurloon betaal word: Met dien verstande dat as die skof voor 06h00 begin, daar vir tyd wat voor 06h00 gewerk word, betaal moet word teen die gewone uurloon plus 10 persent;

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

(aa) Wanneer die ure vir die volle skof geheel en al binne 'n tydperk vanaf 18h00 tot 06h00 val, die gewone uurloon, plus 10 persent;

(ab) wanneer die ure vir die volle skof nie geheel en al binne 'n tydperk vanaf 18h00 tot 06h00 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 deur werknemers volgens die skofstelsel gewerk na voltooiing van die gewone skof in die betrokke bedryfsinrigting, word geag oortydwerk te wees en daarvoor moet soos volg betaal word:

(a) Een en een-derde maal die verhoogde uurloon vir die eerste ses uur;

(b) daarna een en 'n half maal die verhoogde uurloon tot die gewone aanvangstyd van die werknemer se daaropvolgende gewone skof.

Vir die toepassing van bostaande bepalings beteken "verhoogde uurloon" die gewone uurloon, plus die persentasiebedrag daarop betaalbaar aan die einde van die skof.

(6) Hierdie klousule is nie op wagte van toepassing nie.

(7) Ondanks subklousule (5) van hierdie klousule, waar 'n werknemer in 'n bepaalde week gedurende enigen van of al die gewone ure van 'n skof of skofte in die betrokke bedryfsinrigting van die werk afwesig is, moet sodanige ure nie deur die werknemer gewerk nie, afgetrek word van die oortydure gewerk en moet die werknemer vir die ure aldus afgetrek, 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, die werknemer vir alle sodanige oortydure sy gewone uurloon betaal kan word; en

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

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

(8) 'n Werknemer wat deur die toepassing op hom van enigen van die bepalings van subklousule (7) veronreg voel, kan by die Raad teen die besluit appél aantekene, en die Raad kan, nadat hy alle redes wat vir so 'n besluit voorgelê is, oorweeg het, daardie besluit bekragtig of 'n ander besluit neem wat na sy mening in daardie geval geneem behoort te gewees het.

8. KORTTYD

(1) 'n Werkgever kan van sy werknemers vereis om vir 'n kleiner getal ure as die gewone werkure van sy bedryfsinrigting te werk weens—

(a) 'n tekort aan werk en/of materiaal, en in so 'n geval moet 'n werkgever sy werknemers twee volle werkdae vooraf kennis gee van sy voorneme om korttyd te werk en moet hy die beskikbare werk sover doenlik verdeel onder die werknemers wat daardeur geraak word. Waar die werkgever uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of werk beskikbaar sal wees, moet sodanige werknemer minstens vier uur se werk of betaling in plaas daarvan vir

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. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather.

(2) Short shifts worked while working short time shall count as shifts actually worked in order to qualify for the paid leave referred to in the Agreement.

9. PAYMENT OF REMUNERATION

(1) (a) Remuneration shall be paid weekly, in cash on Friday. Payment shall be made not later than 15 minutes after the ordinary stopping time, and shall include all payments due to the employee calculated up to and including the shift completed on the preceding Tuesday of the same week: Provided that where employment terminates before the ordinary pay day, all payments due to the employee in terms of this Agreement shall, save as provided in clause 4 of Section 3 of Part III, be paid to him upon his employment so terminating.

(b) Each employee shall be given a statement on payment showing his total remuneration, ordinary time and overtime payments, allowances and deductions.

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

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

(a) For board or lodging or both in accordance with clause 1 (3) of Section 3 of Part II of this Agreement;

(b) for canteen services where the deduction is authorised by stop order terminable by the employee at not more than 28 days' notice of termination of his agreement of his deduction;

(c) where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in this Agreement, a pro rata amount for the period of such absence;

(d) with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds, or contribution to recreation funds;

(e) contributions to the funds of the Council in terms of clause 23 of this Part of the Agreement;

(f) a deduction of any amount which an employer is legally or by order of any competent court required or permitted to make;

(g) where an employer, due to clerical or accounting or administrative error, or miscalculation pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the over-payment by deduction from subsequent wages or earnings subject to the following provisions:

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 per cent of the remuneration from which it may be deducted;

(ii) no such deductions shall be made from any leave pay or leave bonus, payable under this Agreement, either to the employee or the Council;

(iii) no such deduction or deductions shall be made unless the employer, in writing, notifies the employee at the time of the first deduction and also notified the council within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, the amount of the proposed deduction or deductions;

(h) with the written consent of the employee, deductions for subscriptions to one of the trade unions;

(i) any amount paid by an employer, compelled by law, ordinance or legal process to make payment on behalf of an employee.

(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.

sodanige dag ontvang. As daar nie van die werknemer vereis word om hom by die bedryfsinrigting aan te meld nie, moet die werkgever die werknemer op die werkdag onmiddellik voor die dag waarop daar nie van hom vereis sal word om hom aan te meld nie, daarvan in kennis stel; of

(b) onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgever. Waar voornoemde omstandighede ontstaan, word daar nie van 'n werkgever vereis om lone, uitgesonderd dié vir tydperke werklik gewerk, aan sy werknemers te betaal nie: Met dien verstande dat waar die werkgever van mening is dat die werk hervat kan word en hy uitdruklik aan sy werknemers opdrag gee om hulle op 'n bepaalde dag vir diens aan te meld, hulle minstens vier uur se werk of betaling in plaas daarvan ten opsigte van sodanige dag moet ontvang. Onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgever, soos in hierdie paragraaf bedoel, omvat nie gure weer nie.

(2) Kort skofte gewerk terwyl korttyd gewerk word, tel as skofte wat werklik gewerk is ten einde te kwalifiseer vir verlof met besoldiging soos in die Ooreenkoms bedoel.

9. BETALING VAN BESOLDIGING

(1) (a) Besoldiging moet weekliks op Vrydag in kontant betaal word. Betaling moet nie later nie as 15 minute na die gewone uitskeityd gedoen word nie en moet alle bedrae insluit wat aan die werknemer verskuldig is en wat bereken is tot en met die skof wat op die vorige Dinsdag van dieselfde week voltooi is: Met dien verstande dat waar die diens voor die gewone betaal-dag beëindig word, alle bedrae wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is, behoudens klousule 4 van Seksie 3 van Deel III, aan hom betaal moet word by sodanige diensbeëindiging.

(b) By betaling moet daar aan elke werknemer 'n staat gegee word waarop sy totale besoldiging, sy betaling vir gewone tyd en vir oortydwerk, sy toelaes en aftrekkings voorkom.

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

(3) Behoudens andersluidende bepaling in hierdie Ooreenkoms, mag geen bedrag hoegenaamd, uitgesonderd die volgende, van die bedrae wat ingevolge hierdie Ooreenkoms aan 'n werknemer betaalbaar is, afgetrek word nie:

(a) Bedrae vir kos of inwoning of albei ooreenkomstig klousule 1 (3) van Seksie 3 van Deel II van hierdie Ooreenkoms;

(b) bedrae vir kantiendienste, waar magtiging vir die aftrekking verleen is deur middel van 'n aftrekorder wat die werknemer kan beëindig deur hoogstens 28 dae vooraf kennis te gee van die beëindiging van sy instemming tot hierdie aftrekking;

(c) waar 'n werknemer van sy werk afwesig is, met inbegrip van afwesigheid gedurende verlof sonder betaling wat ter verlenging van sy verlof met betaling verleen is soos in hierdie Ooreenkoms bepaal, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid;

(d) met die skriftelike toestemming van die werknemer, bedrae vir siektebystands-, versekerings-, pensioen- en voorsorgfondse of bydraes tot ontspanningsfondse;

(e) bydraes tot die fondse van die Raad ingevolge klousule 23 van hierdie Deel van die Ooreenkoms;

(f) 'n bedrag wat 'n werkgever regtens of op bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(g) waar 'n werkgever weens 'n klerklike of boekhou- of administratiewe fout of verkeerde berekening aan 'n werknemer hoër besoldiging betaal as die bedrag wat regtens betaalbaar is, het die werkgever die reg om die bedrag wat te veel betaal is, te verhaal deur dit van daaropvolgende lone of verdienstes af te trek op die volgende voorwaardes:

(i) Die bedrag kan van een of meer loon- of verdienstebetalings afgetrek word, maar geen aftrekking mag meer as 15 persent van die besoldiging waarvan dit afgetrek kan word, beloop nie;

(ii) sodanige bedrae mag nie van enige verlofbesoldiging of verlofbonus wat ingevolge hierdie Ooreenkoms of aan die werknemer of aan die Raad betaalbaar is, afgetrek word nie;

(iii) geen sodanige bedrag of bedrae mag afgetrek word nie, tensy die werkgever die werknemer ten tyde van die eerste aftrekking, en die Raad binne sewe dae na die eerste aftrekking skriftelik in kennis stel van die omstandighede waaronder die oorbetalings geskied het, van die bedrag wat dit beloop en van die bedrag of bedrae wat hy voornemens is om af te trek;

(h) met die skriftelike toestemming van die werknemer, ledegeld vir een van die vakverenigings;

(i) 'n bedrag wat 'n werkgever ingevolge 'n wet, ordonnansie of regsprosedure namens 'n werknemer moet betaal- en wel betaal het.

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

9bis. SPECIAL PROVISIONS FOR PAYMENT OF REMUNERATION

(1) Notwithstanding the provisions of clause 9 (1) (a) relating to payment of remuneration in cash on Friday, an employer may by mutual arrangement with his employees pay any amount due to an employee in terms of this Agreement by cheque or to the credit of such employee with a bank, building society or registered deposit receiving institution nominated by the employee. Payment by cheque or to the credit of an employee in a bank, building society or deposit receiving institution nominated by the employee shall be made on Fridays and shall include all payments due to the employee calculated up to and including the shift completed on the Tuesday of the same week.

(2) In lieu of the provisions of subclause (1) of this clause and of clause 9 (1) (a) an employer and his employees may by mutual consent of not less than 75 per cent of his employees agree that payment of any amount due to an employee in terms of this Agreement shall be made on the fourth Friday of each calendar month subject to the following conditions:

(a) Payment shall include all amounts due to the employee, calculated up to and including the shift completed on the previous Friday of the same month; and

(b) payment shall be made in cash not later than the ordinary stopping time:

Provided that an employer may by mutual arrangement with his employees pay the amount due to the employee as aforesaid by cheque or to the credit of such employee with a bank, building society registered deposit receiving institution nominated by the employee, in which event payment by cheque or to the credit of an employee with a bank, building society or deposit receiving institution nominated by the employee shall be made not later than by the Friday on which payment is due.

(3) In the event of the employment of an employee terminating before the ordinary pay day applicable in his case, all payments due to the employee in terms of this Agreement shall be paid in accordance with the relative requirements of Part II or of Part III of this Agreement, as the case may be.

(4) Before applying the provisions of subclause (2) the employer shall give to the employees concerned and to the Council at least three months' notice in advance of the introduction of the method of payment specifying the manner in which payment of remuneration will be made in his establishment.

(5) Any arrangement between an employer and his employees in terms of subclause (1) or subclause (2) shall not be departed from except by mutual arrangement between the employer and employees concerned in the case of payment as provided for in subclause (1) or the employer and not less than 75 per cent of his employees have mutually agreed to a change in the method of payment to be observed in the establishment in the case of payment as provided for in subclause (2) and at least three months advance notice of the change has been given to the employees and to the Council.

(6) Notwithstanding the provisions of clause 2 (4) (a) of Section I of Part II and clause 1 (4) of Section 2 of Part II and clause 3 (4) (a) Section 1 of Part III relating to payment of leave pay, payment of leave pay may be made in accordance with the provisions of this clause in the same manner as that by which the employee is paid his earnings.

10. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

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

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

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

(4) In respect of statutory or proclaimed public holidays other than New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant, Christmas Day and Boxing Day on which employees are—

(a) required not to work or;

(b) not permitted to work;

9bis. SPESIALE BEPALINGS VIR DIE BETALING VAN BESOLDIGING

(1) Ondanks klousule 9 (1) (a) rakende die betaling van besoldiging in kontant op Vrydag, kan 'n werkgever by onderlinge reëling met sy werknemers enige bedrag ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig per tjek aan hom betaal of in die krediet van sodanige werknemer by 'n bank, bougenootskap of geregistreerde depositonemende instelling wat deur die werknemer benoem is inbetaal: Betaling per tjek of in die krediet van 'n werknemer by 'n bank, bougenootskap of depositonemende instelling wat deur die werknemer benoem is, moet op Vrydag geskied en moet alle betalings insluit wat aan die werknemer verskuldig is, bereken tot en insluitende die skof wat op die Dinsdag van dieselfde week voltooi is.

(2) In plaas van subklousule (1) van hierdie klousule en van klousule 9 (1) (a), kan 'n werkgever en sy werknemers met die onderlinge goedkeuring van minstens 75 persent van sy werknemers ooreenkom dat die betaling van enige bedrag ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig, op die vierde Vrydag van elke kalendermaand gedoen word, behoudens die volgende voorwaardes:

(a) Die betaling moet alle bedrae insluit wat aan die werknemer verskuldig is, bereken tot en insluitende die skof wat op die vorige Vrydag van dieselfde maand voltooi is; en

(b) die betaling moet in kontant gedoen word nie later as die gewone uitskeityd nie:

Met dien verstande dat 'n werkgever by onderlinge reëling met sy werknemers, die bedrag aan die werknemer verskuldig soos gemeld, per tjek of in die krediet van sodanige werknemer kan inbetaal by 'n bank, bougenootskap of geregistreerde depositonemende instelling wat deur die werknemer benoem is, en in dié geval moet die betaling per tjek of in die krediet van 'n werknemer by 'n bank, bougenootskap of depositonemende instelling deur die werknemer benoem, geskied voor of op die Vrydag waarop betaling verskuldig is.

(3) Indien die diens van 'n werknemer eindig voor die gewone betaaldag wat in sy geval van toepassing is, moet alle bedrae wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is ooreenkomstig die betrokke vereistes van Deel II of Deel III van hierdie Ooreenkoms, na gelang van die geval, betaal word.

(4) Voordat subklousule (2) toegepas word, moet die werkgever vooraf ten minste drie maande kennis aan die betrokke werknemers en aan die Raad gee van die instelling van die betaalmetode, en verduidelik op watter wyse die betaling van besoldiging in sy bedryfsinrigting sal geskied.

(5) Daar mag van geen reëling tussen 'n werkgever en sy werknemers ingevolge subklousule (1) of subklousule (2) afgewyk word nie, behalwe by onderlinge reëling tussen die werkgever en die betrokke werknemers in die geval van betaling soos bepaal in subklousule (1), of indien die werkgever en minstens 75 persent van sy werknemers onderling ooreengekom het op 'n verandering in die betaalmetode in die bedryfsinrigting in die geval van betaling soos bepaal in subklousule (2) en daar vooraf aan die werknemers en aan die Raad ten minste drie maande kennis van die verandering gegee is.

(6) Ondanks klousule 2 (4) (a) van Seksie 1 van Deel II en klousule 1 (4) van Seksie 2 van Deel II en klousule 3 (4) (a) van Seksie 1 van Deel III betreffende die betaling van verlofbesoldiging, kan betaling van verlofbesoldiging geskied ooreenkomstig met hierdie klousule op dieselfde wyse as dié waarvolgens die werknemer se verdienste aan hom betaal word.

10. SLUITING VAN BEDRYFSINRIGTING OP 'N GEWONE WERKDAG

(1) Ondanks enige bepaling in hierdie Ooreenkoms, kan 'n bedryfsinrigting gedurende 'n werktydperk wat ingevolge klousule 20 (2) van hierdie Deel van die Ooreenkoms vir daardie bedryfsinrigting gespesifiseer is, gesluit word na onderlinge ooreenkoms tussen die werkgever en minstens 75 persent van sy werknemers, en daar moet vir elke spesifieke sluiting van die bedryfsinrigting tot so 'n ooreenkoms geraak word.

(2) Wanneer 'n werknemer van sy werk afwesig is as gevolg van die sluiting van die bedryfsinrigting na onderlinge ooreenkoms ingevolge subklousule (1), kan 'n pro rata-bedrag vir die ure wat nie gewerk is nie afgetrek word van die bedrae wat ingevolge hierdie Ooreenkoms betaalbaar is.

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

(4) Ten opsigte van statutêre of geproklameerde openbare vakansiedae, uitgesonderd Nuwerjaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag en Gesinsdag waarop, vanweë die sluiting van die perseel weens 'n beperking op werkure ingevolge enige wet—

(a) van werknemers vereis word om nie te werk nie; of

(b) werknemers nie toegelaat word om te werk nie;

by reason of the closing of the premises due to restriction of trading hours under any law, an amount equivalent to the normal remuneration for the shift ordinarily worked in the establishment concerned on that day, may be deducted from an employee's wages.

11. INCENTIVE BONUS WORK

Subject to the general conditions hereafter set out, an employee may work for his employer under the following system of incentive bonus work:

(1) The conditions contained in this Agreement relating to overtime, night shift work and work on Sundays and certain public holidays shall apply and be calculated at the hourly rate for that class of work scheduled in this 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 for that class of work scheduled in this Agreement;

(3) incentive bonus work 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;

(4) in the event of a dispute concerning the incentive bonus work rate and failing an arrangement being come to in settlement between the parties, the matter shall forthwith be referred to the Industrial Council by one or both of the aggrieved parties;

(5) pending an agreement being come to on the incentive bonus work rate, or in the event of the incentive bonus work rate being referred to the Council in terms of subclause (4), the employee shall proceed with the job in accordance with the incentive bonus work rate allowed by the management;

(6) any adjustment resulting from the Council's decision which is in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council;

(7) 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;

(8) no payment shall be made for delays which are normal in the establishment concerned and which have been considered when fixing the time allowance;

(9) no rate agreed upon between an employer and an employee shall be considered satisfactory if such rate does not enable an average employee engaged on the particular bonus rate work to earn not less than 10 per cent above the rate for that class of work scheduled in this Agreement;

(10) in all cases, the employee shall be guaranteed the hourly rate for his class of work, irrespective of earnings, for the hours worked;

(11) an employee working on incentive bonus work shall be paid on the normal pay-day of each week;

(12) incentive bonus work rates or basis times once established may not be altered except for the following reasons:

(a) A mistake in the calculation of either side; or
(b) the material, means or methods of production or the quantities are changed; or

(c) a mutual arrangement has been come to between the employer and the employee in the same way as a new bonus work rate is arranged;

(13) the Council may, for any reason it deems fit, prohibit any establishment from working incentive bonus work or from working under any system which the Council considers to be a system of incentive bonus work;

(14) with the coming into force of this Agreement, incentive bonus rates shall be re-negotiated: Provided that the arrangement applicable shall not be less favourable than that provided for in subclause (9);

(15) apprentices may not be employed on incentive bonus work unless the prior permission of the Council has been obtained and the apprentice has completed his first two years of apprenticeship or has attained the full N.T.C. II Certificate.

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—

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

kan 'n bedrag gelyk aan die gewone besoldiging vir die skof wat gewoonlik in die betrokke bedryfsinrigting op daardie dag gewerk word, van die werknemer se loon afgetrek word.

11. AANSPORINGSBONUSWERK

Behoudens die algemene voorwaardes hierin vervat, kan 'n werknemer ooreenkomstig onderstaande aansporingsbonusstelsel vir sy werkgewer werk:

(1) Die voorwaardes in hierdie Ooreenkoms vervat ten opsigte van oortydwerk, nagskofwerk en werk op Sondae en sekere openbare vakansiedae is van toepassing en lone moet bereken word teen die uurloon wat vir die betrokke klas werk in die Ooreenkoms ingelys is;

(2) aan 'n werknemer wat aansporingsbonuswerk verrig, moet 'n rustydperk van 10 minute so na as moontlik aan die middel van die oggend- en die namiddagwerktydperk toegestaan word, en sodanige rustydperke moet gereken word as werktid waarvoor die uurloon wat vir die betrokke klas werk in hierdie Ooreenkoms ingelys is, betaal moet word;

(3) die loon vir aansporingsbonuswerk moet vasgestel word by wyse van 'n onderlinge reëling tussen die werkgewer en die werknemer wat die werk moet verrig, en die werkwinkelvertegenwoordiger moet geraadpleeg word indien enigeen van die partye dit verlang;

(4) ingeval daar 'n geskil oor die loon vir aansporingsbonuswerk ontstaan wat nie deur die partye bygelê kan word nie, moet een van of albei die gegriefde partye die saak onmiddellik na die Nywerheidsraad verwys;

(5) tot tyd en wyl daar tot 'n ooreenkoms geraak word oor die loon vir aansporingsbonuswerk, of ingeval sodanige loon ingevolge subklousule (4) na die Raad verwys word, moet die werknemer sy werk voortsit teen die aansporingsbonusloon wat deur die bestuur toegelaat word;

(6) enige aanpassing wat as gevolg van 'n Raadsbesluit ten gunste van die werknemer is, moet op hom toegepas word met ingang van die datum waarop die saak na die Raad verwys is;

(7) vir tyd wat 'n werknemer deur abnormale omstandighede verhinder word om met sy werk voort te gaan, moet hy, as daar van hom vereis word om vir die werk gereed te staan, die uurloon betaal word wat vir daardie klas werk in hierdie Ooreenkoms ingelys is, en in so 'n geval geld die Ooreenkomsvoorwaardes ten opsigte van oortyd- en nagskofwerk, waar dit van toepassing is. Tyd wat 'n werknemer gereed staan, moet nie by die berekening van bonusverdiensie in aanmerking geneem word nie;

(8) geen betaling moet gedoen word ten opsigte van vertragsinsakke wat normaalweg in die betrokke bedryfsinrigting voorkom en wat by die vasstelling van die tydtoelae in aanmerking geneem is nie;

(9) geen loon waarvoor 'n werkgewer en 'n werknemer ooreengekom het, word bevredigend geag as dit 'n gemiddelde werknemer wat met die besondere aansporingsbonuswerk besig is, nie in staat stel om minstens 10 persent meer te verdien as die loon wat vir daardie klas werk in hierdie Ooreenkoms ingelys is nie;

(10) die werknemer moet in alle gevalle, ongeag sy verdienste, die uurloon vir sy klas werk gewaarborg word vir die ure wat hy gewerk het;

(11) 'n werknemer wat volgens 'n aansporingsbonusstelsel werk, moet op die gewone betaaldag van elke week betaal word;

(12) geen aansporingsbonusloon of basiese tyd wat eenmaal vasgestel is, mag gewysig word nie behalwe om die volgende redes:

(a) 'n Fout in die berekening van enige party; of
(b) 'n verandering in die materiaal, wyse of metode van produksie of die hoeveelhede; of

(c) 'n onderlinge reëling getref tussen die werkgewer en die werknemer op dieselfde wyse as wat in 'n nuwe bonuswerkloos vasgestel word;

(13) die Raad kan, om enige rede wat hy goedvind, enige bedryfsinrigting verbied om aansporingsbonuswerk te laat verrig of om volgens enige stelsel te werk wat die Raad as 'n stelsel van aansporingsbonuswerk beskou;

(14) by die inwerkingtreding van hierdie Ooreenkoms moet daar weer eens oor aansporingsbonuslone onderhandel word: Met dien verstande dat die stelsel wat van toepassing is nie minder gunstig mag wees as dié waarvoor daar in subklousule (9) voorsiening gemaak word nie;

(15) vakleerlinge mag nie volgens aansporingsbonuskemas werk nie tensy die toestemming van die Raad vooraf verkry is en die vakleerling sy eerste twee leerjare voltooi of die volle N.T.S. II-sertifikaat verwerf het.

12. DIENSBEEÏNDIGING

(1) Die werkgewer of die werknemer moet minstens een volle werkdag vooraf kennis gee van die beëindiging van 'n dienskontrak: Met dien verstande dat—

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

(ii) 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 to work such notice period, the employer may deduct the wages for the hours of an ordinary shift in the establishment concerned.

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

13. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS

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

(2) The provisions of subclause (1) shall not apply to an employee who is on paid leave provided for in Parts II and III of this Agreement and shall not apply to employees employed on watchman's work.

(3) Whenever an employee works on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant, Christmas Day or Boxing Day, he shall be paid for the number of hours payable in terms of subclause (1) to an employee who does not work on such day, 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 at two and one-half times the hourly rate until the usual starting time next day.

(4) The provisions of subclause (3) shall not apply in establishments working a two-shift and three-shift system in respect of the hours worked on a paid public holiday which are part of a normal shift: Provided that the normal shift immediately prior or subsequent to that on which such hours have been worked shall be regarded as the paid public holiday to which the provisions of this clause shall apply.

(5) Notwithstanding the provisions of subclause (1), 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. (6) Any employee who is aggrieved by the application to him of any of the provisions of subclause (5) 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.

14. EMPLOYMENT OF JOURNEYMEN AND PUPIL ENGINEERS

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

(ii) 'n ooreenkoms tussen 'n werkgewer en 'n werknemer waarby voorsiening gemaak word vir 'n langer kennisgewingstermyn as een volle werkdag;

nie hierdeur geraak word nie;

Voorts met dien verstande dat 'n werkgewer aan 'n werknemer loon vir en in plaas van die voorgeskrewe of ooreengekome kennisgewingstermyn kan betaal.

(2) Wanneer die dienskontrak na 'n kennisgewing van een volle werkdag beëindig kan word en die werknemer versuim om sodanige kennis te gee of om gedurende sodanige kennisgewingstermyn te werk, kan die werkgewer die loon vir die ure van 'n gewone skof in die betrokke bedryfsinrigting aftrek.

(3) Vir die toepassing van hierdie klousule word Saterdag nie geag 'n volle werkdag te wees nie. Kennis van die beëindiging van 'n dienskontrak teen uitskeiptyd op 'n Saterdag moet voor 12-uur middag op Vrydag gegee word.

13. BETALING VIR SEKERE OPENBARE VAKANSIEDAE

(1) As 'n werknemer nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag of Gesinsdag werk nie, moet hy teen sy gewone uurloon vir die gewone werkure vir daardie dag van die week besoldig word: Met dien verstande dat, wanneer Nuwejaarsdag, Republiekdag, Gelofte dag, Kersdag of Gesinsdag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, teen sy gewone uurloon betaal moet word vir die getal ure waarvoor hy betaal sou geword het as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het. Vir die toepassing van hierdie subklousule is die gewone uurloon van werknemers wat aansporingsbonuswerk verrig die uurloon wat vir die betrokke klas werk in hierdie Ooreenkoms ingelys is.

(2) Subklousule (1) is nie op 'n werknemer wat met verlof met betaling afwesig is, soos in Dele II en III van hierdie Ooreenkoms bepaal, en ook nie op werknemers wat die werk van 'n wag verrig, van toepassing nie.

(3) Indien 'n werknemer op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag of Gesinsdag werk, moet hy besoldig word vir die getal ure waarvoor besoldiging ingevolge subklousule (1) betaal moet word aan 'n werknemer wat nie op sodanige dag werk nie; daarenboven moet hy een en 'n derde maal die uurloon betaal word vir tyd gewerk tot die genoemde getal ure en daarna twee en 'n half maal die uurloon tot die gewone aanvangstyd die volgende dag.

(4) Subklousule (3) is nie in bedryfsinrigtings waarin 'n twee-skof- en drieskofstelsel gewerk word, van toepassing nie ten opsigte van die ure wat op 'n openbare vakansiedag met besoldiging gewerk word en wat deel uitmaak van 'n gewone skof: Met dien verstande dat die gewone skof onmiddellik vóór of ná dié waarop sodanige ure gewerk is, geag moet word die openbare vakansiedag met besoldiging te wees waarop hierdie klousule van toepassing is.

(5) Ondanks subklousule (1), moet 'n werknemer van wie sy werkgewer vereis dat hy die skof onmiddellik vóór en/of onmiddellik ná enigeen van die openbare vakansiedae in hierdie klousule gemeld, moet werk en wat van die werk op sodanige skof of skofte wegbly, nie vir sodanige vakansiedag betaal word nie tensy hy afwesig is met die toestemming van sy werkgewer of weens siekte of omstandighede buite sy beheer of tensy die ure van die betrokke skof of skofte ingehaal is, en in so 'n geval moet so 'n werknemer vir die dag betaal word soos in hierdie klousule bepaal.

(6) 'n Werknemer wat gegrief voel omdat subklousule (5) op hom toegepas is, kan by die Raad appell aanteken teen die beslissing wat op hom van toepassing gemaak is, en die Raad kan na oorweging van die redes wat vir sodanige beslissing aangevoer word, daardie beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes gewees het.

14. INDIENSNEMING VAN VAKMANNE EN LEERLINGINGENIEURS

(1) Na verloop van een maand vanaf die datum van inwerkingtreding van hierdie Ooreenkoms mag geen werkgewer iemand in diens neem vir werk wat onder Loon A ingedeel is nie, uitgesonderd 'n werknemer wat sy leertyd ingevolge 'n kontrak ooreenkomstig die Wet op Vakleerlinge of 'n ander kontrak wat deur die Raad erken word, uitgedien het in enigeen van die klasse werk wat onder Loon A ingedeel is, tensy sodanige werknemer in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is en wat hom in staat stel om as vakman in diens geneem te word: Met dien verstande dat 'n werknemer daarop geregtig is om by die Raad aansoek te doen om 'n sertifikaat wat hom in staat stel om as vakman in diens geneem te word, en as sodanige sertifikaat aan hom uitgereik word, kan hy daarna vir werk wat onder Loon A ingedeel is, in diens geneem word vir die werk wat op sy sertifikaat gemeld word.

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

15. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

16. OUTWORK AND HIRE OF LABOUR

(1) No employee whilst in the employ of an employer shall solicit, undertake or perform any work other than on behalf of his own employer, in the Industry, whether for remuneration or not, during or outside of the ordinary hours of work or working days prescribed in this Agreement, save that such employee may carry out work on his own premises outside of normal working hours.

(2) No employer shall employ an employee of another employer in the Industry, whether for remuneration or not, during or outside of normal working hours of during any leave period of such employee.

(3) No employer shall hire any person other than under the terms of this Agreement nor shall he hire the services of any employee to or from any person unless such person is an employer engaged in any activity or activities falling within the industry as defined in this Agreement and is registered with the Council.

17. EXEMPTIONS

(1) The Council may subject to the proviso to section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement to any employer or employee. Application for exemption shall be made to the Secretary of the Council.

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

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

- (a) the full name of the person concerned;
- (b) the provisions of the Agreement from which exemption has been granted;
- (c) the conditions subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

(4) The Council shall cause—

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

18. ENGAGEMENT OF TRADE UNION LABOUR

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

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

(3) Proof of membership by an employee of the trade union shall be the production of a current membership card issued by one of the trade unions, and shall be produced by the employee to the employer or an agent of the Council on demand.

(4) Notwithstanding the provisions of subclause (1) no employer may employ, for a period in excess of 30 days, an employee who is eligible for membership of one of the trade unions but who does not hold such membership unless such employer has satisfied himself that the employee in question has completed an application form for membership of one of the trade unions and that such application form has been lodged with the Council for transmission to the trade union concerned.

(2) 'n Werkgewer wat 'n leerlingingenieur in diens wil neem, moet die toestemming van die Raad vooraf verkry, en hierdie klousule is nie op leerlingingenieurs van toepassing nie.

15. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

'n Werkgewer mag niemand wat jonger as 15 jaar is in diens neem nie.

16. BUITEWERK EN HUUR VAN ARBIED

(1) Geen werkgewer mag, terwyl hy in diens van 'n werkgewer is, gedurende of buite die gewone werkure of werkdae in hierdie Ooreenkoms voorgeskryf, werk in die Nywerheid vra, onderneem of verrig nie, hetsy teen vergoeding of nie, behalwe ten behoeve van sy eie werkgewer, maar so 'n werknemer mag werk buite sy gewone werkure op sy eie perseel verrig.

(2) Geen werkgewer mag 'n werknemer wat by 'n ander werkgewer in die Nywerheid in diens is, gedurende of buite sy gewone werkure of gedurende die verlofydperk van sodanige werknemer, hetsy teen vergoeding of nie, in diens neem nie.

(3) Geen werkgewer mag 'n persoon op 'n ander wyse as kragtens hierdie Ooreenkoms huur nie, en hy mag ook nie die dienste van 'n werknemer verhuur aan of huur van 'n persoon nie, tensy dié persoon 'n werkgewer in die Nywerheid is, betrokke is by 'n werksaamheid of werksaamhede wat binne die Nywerheid val soos in hierdie Ooreenkoms omskryf, en by die Raad geregistreer is.

17. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan 'n werkgewer of 'n werknemer verleen. Aansoek om vrystelling moet aan die Sekretaris van die Raad gerig word.

(2) Die Raad moet die voorwaardes stel waarop sodanige vrystelling van krag is: Met dien verstande dat die Raad na goedvinde en nadat een week vooraf skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat kan intrek al het die tydperk waarvoor sodanige vrystelling verleen is nog nie verstryk nie.

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

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;
- (c) die voorwaardes waarop sodanige vrystelling verleen word;
- (d) die tydperk wat sodanige vrystelling van krag is.

(4) Die Raad moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens laat nommer;
- (b) 'n kopie van elke sertifikaat wat uitgereik word, gehou en 'n kopie van elke sertifikaat wat uitgereik word, aan die Afdelingsinspekteur van Arbeid, Durban, stuur;
- (c) 'n kopie van die sertifikaat aan die betrokke werkgewer stuur wanneer die vrystelling aan 'n werknemer verleen word.

18. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

(1) Lede van die vakverenigings kom ooreen om slegs by lede van die werkgewersorganisasies diens te aanvaar, en lede van die werkgewersorganisasies kom ooreen om slegs lede van die vakverenigings in diens te neem: Met dien verstande dat hierdie bepaling nie van toepassing is nie wanneer lidmaatskap van 'n party by hierdie Ooreenkoms na die mening van die Raad sonder grondige rede geweier is en die betrokke werknemers of werkgewer sodanige weiering binne 14 dae by die Raad aanmeld.

(2) Hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar ná die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie: Met dien verstande dat as 'n immigrant te eniger tyd ná die eerste drie maande van sy diensaanvaarding in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

(3) Bewys dat 'n werknemer lid van die vakvereniging is, bestaan uit die voorlegging van 'n aanvaarbare lidmaatskapkaart wat deur een van die vakverenigings uitgereik is, en sodanige kaart moet op versoek deur die werknemer aan die werkgewer of 'n agent van die Raad getoon word.

(4) Ondanks subklousule (1), mag geen werkgewer 'n werknemer wat in aanmerking kom vir lidmaatskap van een van die vakverenigings maar wat nog nie lid is nie, langer as 30 dae in diens neem nie, tensy sodanige werkgewer homself daarvan oortuig het dat die betrokke werknemer 'n aansoekvorm om lidmaatskap van een van die vakverenigings ingevul het en dat dié aansoekvorm vir versending na die betrokke vakvereniging by die Raad ingedien is.

(5) Apart from the rights of a person in terms of Section 51 (1) of the Act, the Council may grant exemption from the provisions of subclause (1) for any good and sufficient reason.

19. ADMINISTRATION OF AGREEMENT

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

20. EXHIBITION OF NOTICES

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

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

(3) The provisions of subclause (2) hereof shall not apply to employees employed on watchman's work.

21. AGENTS

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

22. PAID SICK LEAVE

(1) Whenever an employee is absent from work through sickness or injury (other than sickness or injury caused by his own misconduct) his employer shall grant to him sick leave calculated as follows:

(a) *During the first 12 consecutive months of employment.*

(i) In the case of an employee working a five-day week, not less than one working day in respect of each completed five weeks of employment with the employer; and

(ii) in the case of an employee working a six-day week, not less than one working day in respect of each completed month of employment with the employer.

(b) *In respect of continuous employment thereafter.*

(i) In the case of an employee working a five-day week, not less than 10 working days in the aggregate during any succeeding periods of 12 consecutive months of employment with the employer; and

(ii) in the case of an employee working a six-day week, not less than 12 working days in the aggregate during any succeeding periods of 12 consecutive months of employment with the employer.

(2) An employer shall pay the employee for each day of absence as provided for in subclause (1) an amount of not less than the amount the employee would have received had he worked the ordinary hours of the shift for that day of the week: Provided that—

(i) before making payment of any amount payable to an employee in terms of this subclause in respect of any period of absence from work of more than two consecutive days, the employer may require the employee to produce a medical certificate signed by a registered medical practitioner stating the nature and duration of the employee's illness or injury; and

(ii) if during any period of up to eight consecutive weeks the employee has received payment for sick leave as provided for in this subclause on two or more occasions without producing a medical certificate as aforesaid, the employer may require him to produce such medical certificate in respect of any period of absence from work on account of sickness or injury occurring within a period of eight weeks reckoned from the date of his last absence on sick leave;

(iii) the employer may require the employee to produce a medical certificate as aforesaid in respect of any absence from work on the working day immediately preceding and/or succeeding a Sunday or any of the public holidays specified in clause 13 (1) of this Part of the Agreement.

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

(4) The provisions of this clause shall not apply to employers and employees who are required to contribute to the Electrical Industry (Natal) Sick Pay Fund in terms of the Council's Sick Pay Fund Agreement or to employers and their employees who are participants in and members of a fund, organisation or scheme providing for paid sick leave on a basis which is not less favourable to the employee than that set out in the Sick Pay Fund

(5) Benewens die regte van 'n persoon ingevolge artikel 51 (10) van die Wet kan die Raad om goeie en afdoende redes vrystelling van subklousule (1) verleen.

19. TOEPASSING VAN OOREENKOMS

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

20. VERTONING VAN KENNISGEWINGS

(1) Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou in of op die plek waar sy werknemers werksaam is.

(2) Elke werkgever moet op 'n plek wat vir sy werknemers geradikale toeganklik is, 'n kennisgewing vertoon waarop die aanvangs- en uitskeityd van die werk vir elke skof of die skofte van die week en die tensesure gemeld word.

(3) Subklousule (2) hiervan is nie op wagte van toepassing nie.

21. AGENTE

Die Raad moet een of meer aangewese persone as agente aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee. 'n Agent het die reg om 'n bedryfsinrigting te betree en om die werkgever of enige van die werknemers te ondervra en om die registers van die besoldiging wat betaal en die tyd wat gewerk is, te inspekteer met die doel om vas te stel of hierdie Ooreenkoms nagekom word of nie.

22. SIEKTEVERLOF MET BESOLDIGING

(1) Wanneer 'n werknemer van sy werk afwesig is weens siekte of besering (uitgesonderd siekte of besering veroorsaak deur sy eie wangedrag) moet sy werkgever siekteverlof, wat soos volg bereken is, aan hom toestaan:

(a) *Tydens die eerste 12 agtereenvolgende maande diens.*

(i) In die geval van 'n werknemer wat vyf dae per week werk, minstens een werkdag ten opsigte van elke vyf voltooide weke diens by die werkgever; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, minstens een werkdag ten opsigte van elke voltooide maand diens by die werkgever.

(b) *ten opsigte van aaneenlopende diens daarna.*

(i) In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werkdade tydens enige daaropvolgende tydperk van 12 agtereenvolgende maande diens by die werkgever; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, altesaam minstens 12 werkdade tydens enige daaropvolgende tydperk van 12 agtereenvolgende maande diens by die werkgever.

(2) 'n Werkgever moet aan die werknemer vir elke dag van afwesigheid soos bepaal in subklousule (1) 'n bedrag betaal wat nie minder is nie as die bedrag wat die werknemer sou ontvang het indien hy die gewone ure van die skof vir daardie dag van die week gewerk het: Met dien verstande dat—

(i) die werkgever kan van die werknemer vereis om 'n mediese sertifikaat voor te lê wat deur 'n geregistreerde geneeskundige praktisyn onderteken is en wat die aard en die duur van sy siekte of besering vermeld, voordat enige bedrag kragtens hierdie subklousule aan die werknemer betaal word ten opsigte van enige tydperk van afwesigheid van sy werk vir meer as twee agtereenvolgende dae; en

(ii) indien die werknemer gedurende enige tydperk van hoogstens agt agtereenvolgende weke betaling vir siekteverlof, soos in hierdie subklousule bepaal, by twee of meer geleenthede ontvang het sonder om voormelde mediese sertifikaat voor te lê, die werkgever hom kan verplig om sodanige mediese sertifikaat voor te lê ten opsigte van enige tydperk van afwesigheid van sy werk weens siekte of besering wat opgedoen is binne 'n tydperk van agt weke bereken vanaf die laaste datum wat hy met siekteverlof was; en

(iii) die werkgever die werknemer kan verplig om 'n mediese sertifikaat, soos vermeld, voor te lê ten opsigte van enige afwesigheid van sy werk op die werkdag onmiddellik voor en/of na 'n Sondag of enige van die openbare vakansiedae wat in Klousule 13 (1) van hierdie Deel van die Ooreenkoms gespesifiseer is.

(3) Waar 'n werkgever by 'n wet verplig word om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal, en hy sodanige gelde wel betaal ten opsigte van 'n siekte of besering in hierdie klousule bedoel, kan die bedrag aldus betaal verreken word teen die betaling vir siekteverlof wat ingevolge hierdie klousule verskuldig is.

(4) Hierdie klousule is nie van toepassing op werkgevers en werknemers wat ooreenkoms ingevolge die Raad se Siektebesoldigingsfonds verplig is om tot die Siektebesoldigingsfonds van die Elektrotegniese Nywerheid (Natal) by te dra nie, of op werkgevers en hul werknemers wat deelnemers in of lede is van 'n fonds, organisasie of skema wat voorsiening maak vir siekteverlof met besoldiging op 'n grondslag wat nie minder

Agreement and in respect of which exemption has been granted or is granted by the Council from the provisions of the Sick Pay Fund Agreement, whilst such fund, organisation or scheme continues to operate and both the employer and the employee are participants therein.

(5) Notwithstanding any other provision of this clause no employee shall be entitled to paid sick leave—

(a) in respect of such periods of absences from work for which compensation is payable under the Workmen's Compensation Act, 1941 (Act 30 of 1941);

(b) in respect of paid public holidays as specified in this Agreement, or in respect of any portions of the paid leave referred to in clauses 2 and 3 of Section 1 of Part II and clauses 3 and 4 of Section 1 of Part III of this Agreement.

(6) For the purposes of this clause, "employment" includes any period during which an employee—

(a) is on paid leave or additional paid leave in terms of Part II or Part III of this Agreement;

(b) is on paid sick leave in terms of this clause;

(c) is absent from work on the instruction or at the request of his employer; or

(d) is undergoing military training in pursuance of the Defence Act, 1957 (Act 44 of 1957) for up to four months of any one period of such training.

(7) Any period of continuous employment which the employee has had with the same employer as at the date of coming into operation of this Agreement shall be deemed to be employment for the purposes of this clause and any sick leave with pay granted to the employee prior to the said date during the period of such employment shall be deemed to have been granted under this clause.

"Sick Pay Fund Agreement" means the Agreement published under Government Notice R. 1189 of 7 August 1964 and includes any amending agreement or any succeeding agreement.

23. EXPENSES OF THE COUNCIL

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

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

Column A	Column B	Column C
Wage group or class of employee	Employee's contribution Cents per week	Employer's contribution Cents per week
Rate A to D employees and employees whose scheduled rate exceeds 96c per hour.....	15	15
Rate DD and DDD employees and employees whose scheduled rate is not less than 69c per hour and not more than 96c per hour.....	10	10
Rate E to I employees and employees whose scheduled rate is less than 69c per hour.....	Nil	3

(2) The amounts shown in column B of the table shall be deducted by employers from the wages of their employees.

(3) To the amounts thus deducted from the wages of his employees, every employer shall add the amounts shown in column C of the table and forward the total sum together with a covering statement to the Secretary, Industrial Council for the Electrical Industry (Natal), P.O. Box 722, Durban.

(4) In any instance where no contributions are payable as provided for in subclauses (1), (2) and (3) hereof or the total amount under subclause (3) is less than R5 the total amount referred to in subclause (3) shall be supplemented by the employer by such amount as to make a total of R5 in each month.

(5) Regardless of whether any amount is payable to the Council in terms of this clause every employer shall, by not later than the 15th day of each month forward to the Council, in respect of the preceding month, and in the manner indicated therein the statement referred to in subclause (3).

gunstig vir die werknemer is nie as dié uiteengesit in die Siektebesoldigingsfondsooreenkoms en ten opsigte waarvan vrystelling deur die Raad van die bepalings van die Siektebesoldigingsfondsooreenkoms toegestaan is, terwyl sodanige fonds, organisasie of skema bly funksioneer en beide die werkgever en werknemers deelnemers daarin is.

(5) Ondanks enige ander bepaling van hierdie klousule, is geen werknemer geregtig op siekteverlof met besoldiging—

(a) ten opsigte van sodanige tydperke van afwesigheid van sy werk waarvoor vergoeding ingevolge die Ongevallewet, 1941 (Wet 30 van 1941), betaalbaar is nie; en

(b) ten opsigte van openbare vakansiedae met besoldiging soos in hierdie Ooreenkoms gespesifiseer, of ten opsigte van enige gedeelte van die verlof met besoldiging bedoel in klousules 2 en 3 van Seksie 1 van Deel II en klousules 3 en 4 van Seksie 1 van Deel III van hierdie Ooreenkoms nie.

(6) Vir die toepassing van hierdie klousule sluit "indiensneming" enige tydperk in waartydens 'n werknemer—

(a) ingevolge Deel II of Deel III van hierdie Ooreenkoms met verlof met besoldiging of met bykomende verlof met besoldiging of met bykomende verlof met besoldiging is;

(b) ingevolge hierdie klousule met siekteverlof met besoldiging is;

(c) op las of versoek van die werkgever van sy werk afwesig is; of

(d) tot vier maande van enige bepaalde tydperk militêre opleiding ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), ondergaan.

(7) Enige tydperk van aaneenlopende diens wat die werknemer by dieselfde werkgever op die datum van inwerkingtreding van hierdie Ooreenkoms gehad het, word vir die toepassing van hierdie klousule geag diens te wees, en enige siekteverlof met besoldiging wat voor genoemde datum gedurende die tydperk van sodanige diens aan die werknemer toegestaan is, word geag kragtens hierdie klousule toegestaan te gewees het.

"Siektebesoldigingsfondsooreenkoms" beteken die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1189 van 7 Augustus 1964 en dit sluit enige wysigingsooreenkoms of daaropvolgende ooreenkoms in.

23. 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 werknemer en elke werkgever moet tot die fondse van die Raad bydra volgens die volgende skaal:

Kolom A	Kolom B	Kolom C
Loongroep of klas werknemer	Werknemer se bydrae Sent per week	Werkgever se bydrae Sent per week
Loon A tot D werknemers en werknemers wie se ingelyste loon meer as 96c per uur is.....	15	15
Loon DD en DDD werknemers en werknemers wie se ingelyste loon minstens 69c per uur en hoogstens 96c per uur is.....	10	10
Loon E tot I werknemers en werknemers wie se ingelyste loon minder as 69c per uur is.....	Nul	3

(2) Die bedrae in kolom B van die tabel vermeld, moet deur die werkgevers van die lone van hul werknemers afgetrek word.

(3) By die bedrae wat aldus van die lone van sy werknemers afgetrek is, moet elke werkgever die bedrae byvoeg wat in kolom C van die tabel vermeld word en die totale bedrag, tesame met 'n begeleidende staat, aan die Sekretaris, Nywerheidsraad, Elektrotegniese Nywerheid (Natal), Posbus 722, Durban, stuur.

(4) In alle gevalle waar geen bydraes ingevolge subklousules (1), (2) en (3) hiervan betaalbaar is nie of waar die totale bedrag wat ingevolge subklousule (3) betaalbaar is minder as R5,00 beloop moet die totale bedrag in subklousule (3) bedoel, deur die werkgever met so 'n bedrag aangevul word dat dit elke maand 'n totaal van R5,00 uitmaak.

(5) Afgesien daarvan of 'n bedrag ingevolge hierdie klousule aan die Raad betaalbaar is of nie, moet elke werkgever voor of op die 15de dag van elke maand die staat in subklousule (3) bedoel, ten opsigte van die vorige maande aan die Raad stuur op die wyse in genoemde subklousule voorgeskryf.

24. UNAUTHORISED EMPLOYMENT

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

25. PROHIBITION OF CESSION AND/OR SET-OFF

No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

Set-off shall not operate and is expressly excluded as between any amounts payable to an employee as referred to in clause 9 (3) of this Part, and any amount payable by such employee, the deduction of which is prohibited by that clause, and this provision shall be deemed to be a term of every contract of employment between employer and employee.

26. INJURY ON DUTY ALLOWANCE

(1) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is covered by the provisions of the Electrical Industry (Natal) Sick Pay Fund, he shall be paid an hourly allowance of 33 per cent of the basic hourly rate for his class of work scheduled in this Agreement 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.

(2) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is not covered by the provisions of the Electrical Industry (Natal) Sick Pay Fund, he shall be paid an hourly allowance of 33 per cent of the basic hourly rate for his class of work scheduled in this Agreement for the hours he is absent from work on any day or days up to a maximum of the first week of such absence: Provided that payment in terms of this subclause shall not be paid during any period in respect of which disablement payment is payable in terms of the said Act.

27. 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 the 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.

28. ANNUAL SHUT-DOWN

(1) Except as provided for in subclauses (2) and (3) of this clause, every employer who wishes to observe an annual shut-down of the establishment or department thereof in terms of the provisions of this clause shall apply to the Council at least nine months in advance of the intended shut-down in the establishment or department thereof, as the case may be, and shall have first obtained the consent of the Council before implementing these provisions of the Agreement.

(2) Employers who were observing an annual shut-down arrangement for the purpose of the paid leave prior to the coming into operation of this Agreement shall be deemed to be observing an annual shut-down and are not required to advise the Council of the observance of that arrangement.

(3) Every employer entering the Industry after the commencing date of this Agreement shall, within one month of commencing operation, advise the Council whether the leave provisions of the Agreement or alternatively an annual shut-down will be observed.

(4) Where an annual shut-down is to be observed, the establishment (or department, as the case may be) shall be closed for such unbroken period as will enable employees who have qualified for paid leave in terms of clause 2 (3) of section 1 of Part II or clause 1 (3) of section 2 of Part II or clause 3 (3)

24. ONGEOORLOOFDE INDIENSNEEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, word geen bepaling waarby die indiensneming of die indienshouding van 'n werknemer in enige klas werk of op enige voorwaardes verbied word, geag die werkgewer te onthef van die betaling van die besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nagekom het indien sodanige indiensneming of indienshouding nie verbode was nie, en moet die werkgewer aanhou om sodanige besoldiging te betaal en sodanige voorwaardes na te kom asof sodanige indiensneming of indienshouding nie verbode was nie.

25. VERBOD OP SESSIE EN/OF SKULDVERGELYKING

Geen eis hoegenaamd wat 'n werknemer teen die Raad het, mag gesedeer word nie, en geen beweerde sessie daarvan is vir die Raad bindend nie.

Skuldvergelyking tussen enige bedrag aan 'n werknemer betaalbaar soos in klousule 9 (3) van hierdie Deel bedoel en enige bedrag deur sodanige werknemer betaalbaar en waarvan die aftrekking ingevolge daardie klousule verbied word, is nie geldig nie en word uitdruklik uitgesluit, en hierdie bepaling word geag 'n voorwaarde van elke dienskontrak tussen werkgewer en werknemer te wees.

26. TOELAE VIR BESERING OP DIENS

(1) Wanneer 'n werknemer van die werk afwesig is weens 'n besering of ongeskiktheid wat binne die bestek van die Ongevalwet, 1941, val, en sodanige werknemer gedek word deur die bepalings van die Siektebesoldigingsfonds van die Elektro-tegniese Nywerheid (Natal), moet hy 'n uurtoelae van 33 persent van die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms ingelys, betaal word vir die ure wat hy van sy werk afwesig is op dié dag of dae wat ingevolge genoemde Wet nie as vergoedbaar erken word nie, en wel vir hoogstens drie dae.

(2) Wanneer 'n werknemer van sy werk afwesig is weens 'n besering of ongeskiktheid wat binne die bestek van die Ongevalwet, 1941, val en sodanige werknemer nie deur die bepalings van die Siektebesoldigingsfonds van die Elektro-tegniese Nywerheid (Natal) gedek word nie, moet hy 'n uurtoelae van 33 persent van die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms ingelys, betaal word vir die ure wat hy van sy werk afwesig is op enige dag of dae, en wel vir hoogstens die eerste week van sodanige afwesigheid: Met dien verstande dat geen betaling ooreenkomstig hierdie subklousule geskied nie gedurende enige tydperk ten opsigte waarvan ongeskiktheidstoelae ingevolge genoemde Wet betaalbaar is.

27. DIENSSERTIFIKAAT

'n Werkgewer moet, wanneer daartoe versoek deur 'n werknemer by die beëindiging van sy diens, sodanige werknemer voorsien van 'n dienssertifikaat wat die volgende meld: Die volle name van die werkgewer en die werknemer, die aard van die diens, die datum van die aanvang en beëindiging van die kontrak en die loon wat die werknemer op die datum van sodanige beëindiging ontvang het: Met dien verstande dat waar die loon van 'n werknemer in hierdie Ooreenkoms bepaal word volgens die lengte van sy diens, die werknemer 'n dienssertifikaat by diensverandering aan sy nuwe werkgewer moet toon ten einde geregtig te word op die besoldiging wat volgens die lengte van sy diens voorgeskryf word.

28. JAARLIKSE SLUITING

(1) Behoudens subklousules (2) en (3) van hierdie klousule, moet elke werkgewer wat die bedryfsinrigting of 'n afdeling daarvan jaarliks ooreenkomstig die bepalings van hierdie klousule wil sluit, minstens nege maande voor die voorgenome sluiting van die bedryfsinrigting of 'n afdeling daarvan, na gelang van die geval, by die Raad aansoek doen om toestemming en eers sodanige toestemming van die Raad verkry voordat hy uitvoering aan die hierdie bepalings van die Ooreenkoms gee.

(2) Werkgewers wat voor die inwerkingtreding van hierdie Ooreenkoms hul bedryfsinrigtings of 'n gedeelte daarvan jaarliks gesluit het vir verlof met besoldiging, word geag hul bedryfsinrigtings of 'n gedeelte daarvan nog jaarliks te sluit, en daar word nie van hulle vereis om die Raad van sodanige reëling in kennis te stel nie.

(3) Elke werkgewer wat na die inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet binne een maand nadat hy met sy werksaamhede begin het, die Raad in kennis stel of hy hom aan die verlofbepalings van die Ooreenkoms of aan die alternatiewe jaarlikse sluiting sal hou.

(4) Waar die werkgewer hom aan 'n jaarlikse sluiting hou, moet die bedryfsinrigting (of 'n afdeling daarvan, na gelang van die geval) gesluit word vir dié ononderbroke tydperk wat die werknemers wat in aanmerking kom vir verlof met besoldiging ingevolge klousule 2 (3) van Seksie 1 van Deel II of klousule

of section 1 of Part III of the Agreement to take their full paid leave extended by any days that must be added in terms of the said clauses and the period of the closure shall, as near as practicable, fall between the same dates in each 12-month period: 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.

(5) Any employee who at the date of closing of an establishment in terms of subclause (4) is not entitled to the full period of the paid leave prescribed in clause 2 (3) of Section 1 of Part II or clause 1 (3) of Section 2 of Part II or clause 3 (3) of Section 1 of Part III of the Agreement shall be paid leave pay and leave bonus referred to in clause 4 of Section 1 of Part II and clause 5 of Section 1 of Part III of the Agreement proportionate to the qualification for the paid leave completed at the date of the closing of the establishment, and any employee whose paid leave is regulated by Section 2 of Part II of this Agreement shall likewise be paid leave pay proportionate to the qualification for the paid leave set out in that clause.

In any such case as is referred to in this subclause the employment of any employee thus affected shall be deemed to commence on the date of re-opening of the establishment (or department, as the case may be) for the purpose of his qualification for his next paid leave.

(6) Nothing herein contained shall operate to preclude an employer from employing the services of employees required for essential work during the period of the shut-down: Provided that the names of the employees whose services are required for essential work (other than maintenance work as herein defined) and the reasons therefor shall be notified to the Council at least one month in advance of the employees' services being required: Provided further that any such employees whose services are retained during the period of the shut-down shall be given their paid leave in conformity with the remaining provisions of the Agreement relating to paid leave. "Maintenance work" referred to herein means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery.

(7) Where an employer observes an annual shut-down he shall display in the establishment nine months before the date of the shut-down a notice setting out the date of the next annual shut-down.

(8) Every employer who elects to observe the annual shut-down shall be bound to carry on with that arrangement and shall not depart therefrom except by giving at least 12 months' notice to his employees of his intention to depart from the arrangement and obtaining the consent of the Council to the proposed change.

(9) Where an employer who observes an annual shut-down in terms of this clause terminates the employment of an employee and the proportionate period of paid leave accrued to the employee at the date of termination would extend from that date into the annual shut-down and the employer re-engages the same employee within one month after the re-opening of the establishment, the employee shall be entitled to payment as provided for in clause 13 (1) of this Part of the Agreement in respect of the public holidays referred to in that subclause which fell within that period of the paid leave accrued to the employee at date of termination that would have extended into the period of the annual shut-down, and the employer shall, upon his re-engaging the employee after the re-opening of the establishment, make such payment to the employee if it has not already been made.

29. TECHNOLOGICAL CHANGES

If, during the currency of the Agreement, representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technological changes introduced subsequent to the date of coming into operation of this Agreement, such representations shall be considered at the first ensuing meeting of the Council which shall decide whether the conditions shall be amended or whether circumstances warrant an exemption being granted so as to authorise the application of more appropriate conditions or whether the conditions applicable under the Agreement shall apply to such work without modification.

1 (3) van Seksie 2 van Deel II of klousule 3 (3) van Seksie 1 van Deel III van die Ooreenkoms in staat sal stel om hul volle verlof, plus dié dae wat ingevolge genoemde klousules bygevoeg moet word, met besoldiging te neem en die tydperk van die sluiting moet, sover doenlik, in elke tydperk van 12 maande binne dieselfde datums val: Met dien verstande dat die werkgewer in die geval van Gesinsdag kan verkies om die werknemer sy gewone uurloon vir so 'n dag te betaal asof Gesinsdag binne die tydperk Maandag tot en met Vrydag val, in plaas van die tydperk van verlof met besoldiging te verleng deur 'n ekstra dag by te voeg vir Gesinsdag soos in hierdie subklousule bepaal.

(5) Aan 'n werknemer wat op die sluitingsdatum van 'n bedryfsinrigting ingevolge subklousule (4) nie geregtig is op die volle tydperk van verlof met besoldiging wat in klousule 2 (3) van Seksie 1 van Deel II of klousule 1 (3) van Seksie 2 van Deel II of klousule 3 (3) van Seksie 1 van Deel III van die Ooreenkoms voorgeskryf word nie, moet verlofbesoldiging en verlofbonus betaal word soos bedoel in klousule 4 van Seksie 1 van Deel II en klousule 5 van Seksie 1 van Deel III van die Ooreenkoms eweredig aan die kwalifisering vir die verlof met besoldiging wat op die sluitingsdatum van die bedryfsinrigting voltooi is, en aan 'n werknemer wie se verlof met besoldiging deur Seksie 2 van Deel II van hierdie Ooreenkoms bepaal word, moet insgelyks verlofbesoldiging betaal word eweredig aan die kwalifisering vir die verlof met besoldiging wat in dié klousule uiteengesit word.

In alle gevalle in hierdie subklousule bedoel, word die diens van 'n werknemer wat aldus geraak word, vir die doeleindes van sy kwalifisering vir sy volgende verlof met besoldiging geag te begin op die datum waarop die bedryfsinrigting (of 'n afdeling daarvan, na gelang van die geval) weer open.

(6) Niks hierin vervat, mag die uitwerking hê dat dit 'n werkgewer belet om van die dienste van werknemers vir noodsaaklike werk gedurende die tydperk van die sluiting gebruik te maak nie: Met dien verstande dat die name van die werknemers wie se dienste vir noodsaaklike werk (uitgesonderd onderhoudswerk soos hierin omskryf) vereis word en die redes daarvoor minstens een maand voordat die werknemers se dienste vereis word, aan die Raad bekendgemaak word: Voorts met dien verstande dat alle sodanige werknemers wie se dienste gedurende die sluitingstydperk behou word, hul verlof met besoldiging toegestaan moet word ooreenkomstig die res van die bepalings van die Ooreenkoms wat op verlof met besoldiging betrekking het. "Onderhoudswerk", soos hierin bedoel, beteken en word beperk tot dringende onderhouds- of herstelwerk in verband met 'n werkgewer se eie installasie en/of masjinerie.

(7) Waar 'n werknemer sy bedryfsinrigting jaarliks sluit, moet hy nege maande voor die datum van die sluiting 'n kennisgewing in die bedryfsinrigting vertoon wat die datum van die eersvolgende jaarlikse sluiting meld.

(8) 'n Werknemer wat verkies om sy bedryfsinrigting jaarliks te sluit, is verplig om met daardie reëling vol te hou en mag nie daarvan afwyk nie, tensy hy sy werknemers minstens 12 maande vooraf kennis gee van sy voorneme om van sodanige reëling af te wyk en tensy hy die toestemming van die Raad vir die voorgestelde verandering verkry.

(9) Waar 'n werkgewer wat sy bedryfsinrigting ooreenkomstig hierdie klousule jaarliks sluit 'n werknemer se diens beëindig en die eweredige tydperk van verlof met besoldiging wat die werknemer op die datum van diensbeëindiging toeval vanaf daardie datum tot in die jaarlikse sluitingstyd van die bedryfsinrigting strek en die werkgewer dieselfde werknemer binne 'n maand na die heropening van die bedryfsinrigting weer in diens neem, is die werknemer geregtig op besoldiging soos voorgeskryf in klousule 13 (1) van hierdie Deel van die Ooreenkoms ten opsigte van die openbare vakansiedae in klousule 13 (1) bedoel wat geval het binne daardie tydperk van verlof met besoldiging wat die werknemer op die datum van diensbeëindiging toeval wat tot in die jaarlikse sluitingstyd sou gestrek het, en die werkgewer moet, wanneer hy die werknemer na die heropening van die bedryfsinrigting weer in diens neem, sodanige betaling aan die werknemer doen indien dit nie reeds gedoen is nie.

29. TEGNOLOGIESE VERANDERINGE

Indien daar gedurende die geldigheidstermyn van hierdie Ooreenkoms te eniger tyd verhoë tot die Raad gerig word dat 'n taakomskrywing ten opsigte van die verrigting van enige werk as gevolg van tegnologiese veranderinge wat na die datum van inwerkingtreding van hierdie Ooreenkoms ingevoer is, ongeskik is, moet sodanige verhoë op die eersvolgende vergadering van die Raad oorweeg word en moet die Raad besluit of die voorwaardes gewysig moet word en of omstandighede dit regverdig dat vrystelling verleen word ten einde die toepassing van geskikter voorwaardes te magtig en of die voorwaardes wat ingevolge hierdie Ooreenkoms van toepassing is sonder wysiging op sodanige werk toegepas moet word.

30. ESTABLISHMENT OF A TRUST FUND ADVANCES FUND

Any voucher issued to an employee in terms of clause 2 (5) of Section 1 of Part II and clause 3 (5) of Section 1 of Part III of this Agreement 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, accrued to the Council. Amounts so accruing to the Council shall be credited to a fund designated "The Trust Fund Advances Fund" from which the Council in its absolute discretion may—

(a) advance to employees the money equivalent of the paid leave entitlement forwardable to the Council in terms of clause 2 (5) of Section 1 of Part II and clause 3 (5) of Section 1 of Part III of this Agreement and/or the money equivalent of the leave bonus entitlement forwardable to the Council in terms of clause 4 (3) of Section 1 of Part II and clause 5 (4) of Section 1 of Part III of the Agreement, as the case may be; or

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

(i) any amounts accruing to the Council in terms of paragraph (b) of this subclause as the Council may regard as being in excess of a sufficient reserve in the Trust Fund Advances Fund may be accrued to the Council funds but shall not be accrued to the Trust Fund Advances Fund or the Council funds until a further period of six months has elapsed after the expiration of the two-year period, and any claims presented during such six-month period shall be paid by the Council; and

(ii) the Council shall consider any claim that may be made by any employee after the expiration of such six-month period, and may in its discretion make ex gratia payment from the Trust Fund Advances Fund (or from such amounts accrued to Council funds in the event of the depletion of the Trust Fund Advances Fund) to such employees as are referred to herein.

PART II

Special provisions applicable to employers in respect of establishments which are registered by the Council under this Part in terms of clause 4 of Part I

SECTION 1

1. ALLOWANCES

(1) *Travelling or subsistence allowances.*—(a) 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: Provided that third-class rail accommodation may be provided in the case of employees whose work is scheduled in Part II of this Agreement at Rates E to I inclusive: Provided further that this paragraph shall not apply to employees, the nature of whose work requires the possession of a wireman's licence in terms of Act 20 of 1939 unless the distance from the employer's place of business to the job is more than 8 km.

(b) Where an employee is required to travel in terms of paragraph (a), he shall be paid at the ordinary rates for the time occupied in travelling during ordinary hours of work, and at half rates for the time occupied in travelling outside of ordinary hours of work, which payments for time occupied in travelling are hereinafter referred to as "the travelling allowance": Provided that where by mutual arrangement, the employee uses his own transport, he shall be paid a transport allowance at rates to be fixed by the Council and which are to become effective on the first Friday after 15 January and 15 July in each year, which transport allowance shall be in addition to the travelling allowance in terms of this paragraph in respect of that period only which would ordinarily have been taken had he travelled by train.

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

(d) Where an employee by reason of his employment away from his usual working place is required by his employer to live away from his usual domicile, board and lodging shall be paid or provided on the job. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of not less than R5 per day, and

30. STIGTING VAN 'N TRUSTFONDS-VOORSKOTFONDS

'n Bewysstuk wat aan 'n werknemer uitgereik word ingevolge klousule 2 (5) van Seksie 1 van Deel II en klousule 3 (5) van Seksie 1 van Deel III van hierdie Ooreenkoms, is geldig vir 'n tydperk van twee jaar vanaf die datum van die laaste skof wat sodanige werknemer gewerk het, en bedrae waarmee 'n werknemer in die boeke van die Raad gekrediteer is, val by die verstryking van sodanige tydperk aan die Raad toe. Bedrae wat aldus aan die Raad toeval, moet gestort word in 'n fonds wat as die "Trustfonds-voorskotfonds" bekend staan en waaruit die Raad na volkome goedvinde—

(a) aan die werknemers die geldekwivalent kan voorskiet van die verlof met besoldiging waarop hulle geregtig is en wat ingevolge klousule 2 (5) van Seksie 1 van Deel II en klousule 3 (5) van Seksie 1 van Deel III van hierdie Ooreenkoms aan die Raad gestuur moet word, en/of die geldekwivalent van die verlofbonus waarop hulle geregtig is en wat ingevolge klousule 4 (3) van Seksie 1 van Deel II en klousule 5 (4) van Seksie 1 van Deel III van die Ooreenkoms aan die Raad gestuur moet word, na gelang van die geval; of

(b) die hele of 'n gedeelte van die geldekwivalent van verlof met besoldiging en/of verlofbonus waarop die werknemers geregtig is, aan hulle kan betaal in gevalle waar sodanige geld of 'n gedeelte daarvan andersins vir die werknemers verlore sou raak vanweë die insolvensie of likwidasie van 'n werkgever:

Met dien verstande dat—

(i) bedrae wat ingevolge paragraaf (b) van hierdie subklousule aan die Raad toeval en wat die Raad beskou as te veel vir 'n toereikende reserwe in die Trustfonds-voorskotfonds, in die fondse van die Raad gestort kan word, maar dat sodanige bedrae nie in die Trustfonds-voorskotfonds of die fondse van die Raad gestort mag word nie totdat 'n verdere tydperk van ses maande na die verstryking van die tydperk van twee jaar verloop het en dat eise wat gedurende sodanige tydperk van ses maande ingedien word, deur die Raad betaal moet word; en

(ii) die Raad enige eis wat 'n werknemer na die verstryking van sodanige tydperk van ses maande indien, moet oorweeg en na goedvinde 'n ex gratia-bedrag uit die Trustfonds-voorskotfonds (of uit dié bedrae wat aan die fondse van die Raad toegeval het—ingeval die Trustfonds-voorskotfonds uitgeput is) aan werknemers soos hierin bedoel, kan betaal.

DEEL II

Spesiale bepalinge van toepassing op werkgewers ten opsigte van bedryfsinrigtings wat ingevolge klousule 4 van Deel I deur die Raad onder hierdie Deel geregistreer is

SEKSIE 1

1. TOELAES

(1) *Reis- of verblyftoelaes.*—(a) Waar werk op 'n ander plek as die werkplek se bedryfsinrigting of die werknemer se gewone werkplek verrig word en die werknemer daardeur genoodsaak word om te reis moet die werknemer wat gestuur word om sodanige werk te verrig, van tweedeklas-spoorwegvervoer (behalwe oor voorstedelike lyne, waarop hy in die eerste klas moet reis), of van geskikte vervoer na en van die werk voorsien word: Met dien verstande dat derdeklaas-spoorwegvervoer verskaf kan word in die geval van werknemers wie se werk in Deel II van hierdie Ooreenkoms onder Loon E tot en met I ingelys is: Voorts met dien verstande dat hierdie paragraaf nie van toepassing is nie op werknemers wanneer die aard van hul werk vereis dat hulle in besit moet wees van 'n draadwerkerslisensie ingevolge Wet 20 van 1939 tensy die afstand van die werkgever se besigheid na die werkplek meer as 8 km is.

(b) Waar daar van 'n werknemer vereis word om ingevolge paragraaf (a) te reis, moet hy sy gewone loon betaal word vir die tyd wat gedurende gewone werkure en teen halfloon vir die tyd wat buite die gewone werkure deur die reis in beslag geneem word (hierdie betaling vir tyd deur die reis in beslag geneem, word hierna die "reistoelaes" genoem): Met dien verstande dat 'n werknemer wat volgens 'n onderlinge reëling sy eie vervoer gebruik, 'n vervoertoelaes betaal moet word teen 'n skaal wat deur die Raad vasgestel moet word en wat op die eerste Vrydag ná 15 Januarie en 15 Julie elke jaar van krag word, en dié vervoertoelaes moet bykomend wees tot die vervoertoelaes ingevolge hierdie paragraaf ten opsigte van slegs dié tyd wat gewoonlik in beslag geneem sou gewees het as hy per trein gereis het.

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

(d) Waar 'n werkgewer van sy werknemer vereis om, vanweë die feit dat hy op 'n ander plek as sy gewone werkplek moet werk, op 'n ander plek as sy gewone woonplek te woon, moet kos en inwoning by die werk aan hom verskaf word of moet hy daarvoor betaal word. Waar geen hotel of ander geskikte huisvesting binne 'n redelike afstand van die werkplek af beskikbaar is nie en huisvesting op die terrein verskaf word, moet die werknemer 'n verblyftoelaes van minstens R5 per dag betaal

such accommodation shall include a bed and mattress on site. Where board is supplied by the employer on site he shall not be required to pay a subsistence allowance but the standard of meals provided shall be commensurate with the allowance that would have been paid. Employees whose work is scheduled in Part II of this Agreement at Rates E to I, inclusive, shall be provided with board and lodging accommodation which shall include sleeping bunks, or be paid a subsistence allowance of not less than R1,50 per day.

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

(e) For the purposes of this clause Saturday and Sunday shall be treated as ordinary working days.

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

(g) 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:

(i) 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—

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

(ab) 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) (aa) the cost of rail accommodation for the journey undertaken on the basis set out in subclause (1) (a) of this clause;

(ii) in the event of an employer failing to give notification in terms of subparagraph (i) (aa) 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 subclause (1) (b).

(2) *Mortuary allowance.*—When an employee performs work in a mortuary or cold chamber attached to an undertaker's establishment, provided that such mortuary or cold chamber is being used for its normal purpose, he shall be entitled, in addition to any other remuneration to which he is entitled in terms of this Agreement to an amount of R1 in respect of each establishment worked in: Provided however, that when the execution of this work requires him to return to any establishment on the same day as the work was commenced, he shall not be entitled to any further allowance in respect of such return visit.

(3) *Abnormally dirty work allowance* (for "abnormally dirty work" as in this Agreement 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 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.

(4) *Height allowance.*—When an employee other than an employee expressly engaged for such work performs work on ships and/or floating vessels, whether afloat or dry, at a height of more than 6 m above top deck level and/or performs such work on the outside of completed buildings and/or structures above a clear fall of 6 m as requires the use of a swinging scaffold, boatswain's chair or roof extension ladder, he shall be entitled, in addition to any other remuneration to which he is entitled in terms of this Agreement, to an amount of 8 per cent of his basic hourly rate, in respect of each hour or part of an hour during which he is so employed.

2. LEAVE PAY

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

word, en sodanige huisvesting moet 'n bed en 'n matras op die terrein insluit. Waar die werkgewer etes op die terrein verskaf, word daar nie van hom vereis om 'n verblyftoelae te betaal nie, maar die standaard van die etes wat verskaf word, moet in ooreenstemming wees met die toelae wat betaal sou gewees het. Aan werknemers wie se werk in Deel II van hierdie Ooreenkoms onder Loon E tot en met I ingelys is, moet etes en huisvesting verskaf word wat slaapbanke moet insluit, of aan hulle moet 'n verblyftoelae van minstens R1,50 per dag betaal word.

Hierdie subklousule is nie van toepassing nie in gevalle waar die werkgewer en die werknemer onderling 'n skriftelike ooreenkoms aangegaan het dat die werknemer se woonplek na die nuwe werkplek verskuif is.

(e) Vir die toepassing van hierdie klousule word Saterdag en Sondag geag gewone werkdag te wees.

(f) Wanneer die diens van 'n werknemer beëindig word terwyl hy op versoek van die werkgewer op 'n ander plek as sy gewone woonplek werksaam is, moet die spoorwegvervoer soos in paragraaf (a) gespesifiseer of ander geskikte vervoer na sy woonplek aan hom verskaf word.

(g) Ondanks bostaande bepalings, is onderstaande spesiale bepalings van toepassing in gevalle waar 'n werknemer in diens geneem word op die bepaalde terrein of werkplek waar die werk onderneem word:

(i) Ingeval die werkgewer nie meer die dienste van die werknemer vir die betrokke werk nodig het nie maar bereid is om dieselfde werknemer vir 'n ander werk op 'n ander plek in diens te neem, moet die werkgewer—

(aa) die werknemer skriftelik in kennis stel dat ander werk op 'n ander plek beskikbaar is;

(ab) by voltooiing van een maand diens of by voltooiing van die werk, naamlik op die vroegste datum die koste van die spoorwegvervoer vir die reis wat onderneem is op die grondslag soos in subklousule (1) (a) van hierdie klousule uiteengesit, aan 'n werknemer terugbetaal wanneer hy hom vir diens ingevolge subparagraaf (i) (aa) aanmeld;

(ii) ingeval 'n werkgewer versuim om ingevolge subparagraaf (i) (aa) kennis te gee, maar nogtans die werknemer binne 'n tydperk van een maand op 'n ander plek weer in diens neem, is die werknemer geregtig op die terugbetaling in subklousule (1) (b) vermeld.

(2) *Lykhuistoelae.*—Wanneer 'n werknemer werk verrig in 'n lykhuis of koskamer verbonde aan 'n begrafnisondernemer se bedryfsinrigting, is hy, mits sodanige lykhuis of koskamer vir sy gewone doel gebruik word, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van R1,00 ten opsigte van elke bedryfsinrigting waarin hy werk: Met dien verstande egter dat, wanneer die uitvoering van sy werk van hom vereis om op dieselfde dag as dié waarop die werk begin is, na 'n bedryfsinrigting terug te keer, hy nie op 'n verdere toelae vir sodanige herbesoek geregtig is nie.

(3) *Toelae vir buitengewone vuil werk* (vir "buitengewone vuil werk" soos in hierdie Ooreenkoms omskryf).—(a) Wanneer daar van 'n werknemer (uitgesonderd 'n werknemer wat uitdruklik as 'n skoonmaker in diens geneem is) vereis word om buitengewone vuil werk te verrig, moet daar benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, 'n toelae van 20c per skof of 'n gedeelte van 'n skof aan hom betaal word.

(b) Waar 'n werknemer al die ure van 'n gewone skof aan buitengewone vuil werk bestee het, moet hy, wanneer hy minstens vier uur aan buitengewone vuil werk oortyd werk, 'n verdere 20c betaal word.

(4) *Hoogtetoelae.*—Wanneer 'n werknemer (uitgesonderd 'n werknemer wat uitdruklik vir sodanige werk in diens geneem is) werk op skepe en/of drywende vaartuie op 'n hoogte van meer as 6 m bokant die vlak van die boonste dek verrig, afgesien daarvan of sodanige skepe of vaartuie op die water dryf of in 'n droogdok is, en/of sodanige werk aan die buitekant van bestaande geboue en/of strukture verrig bokant 'n onversperde val van 6 m, wat die gebruik van 'n hangsteier, bootsmanstoel of dakskuifloor vereis, is hy, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van agt persent van sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy sodanige werk verrig.

2. VERLOFBESOLDIGING

(1) Behalwe in die geval van werknemers wat aansporingsbonuswerk verrig, moet die verlofbesoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, bereken word teen die uurloon wat in hierdie Ooreenkoms omskryf word en wat die werknemer ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer.

(2) Leave payments of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the leave becoming due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

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

(a) The qualification for the paid leave (whether worked for one or more employer) shall be 288 shifts, exclusive of overtime, actually worked on a six-day week basis, or 238 shifts exclusive of overtime, actually worked on a five-day week basis: Provided that—

(i) except as is otherwise provided for in proviso (ii) employment with the same employer for less than 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, as the case may be, shall not count for the paid leave: Provided that an employee whose employment is terminated after working 18 shifts on a six-day week basis or 15 shifts on a five-day week basis, as the case may be, shall be credited for purposes of the paid leave, with the number of shifts he has actually worked for that employer: Provided further that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he does not work for another employer in the interim, be credited for purposes of the paid leave with the total number of shifts worked for such employer;

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

(iii) periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis, as the case may be, in any one qualifying period for the paid leave, shall count for the paid leave: Provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence: Provided further that periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes if such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, 1941, and the periods of absence counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act;

(iv) if notification of such absence is given by the employer in writing to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth on a five-day week basis, as the case may be, worked towards his paid leave qualification, with a maximum penalty in any one qualifying period for the paid leave of 60 shifts on a six-day week basis or 50 shifts on a five-day week basis, as the case may be;

(v) periods of absence on the additional week's paid leave or accumulation thereof provided for in clause 3 of this Part of the Agreement shall count for purposes of paid leave to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.

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

(c) Should either New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant, Christmas Day or Boxing Day fall within the period of the leave, the leave period shall be extended by one day with full pay for each such day.

(d) Should an employee who is required by his employer to work away from his usual place of domicile be about to take his paid leave, the leave shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

(2) Die verlofbesoldiging van werknemers wat aansporingsbonuswerk verrig, moet bereken word op die gemiddelde weeklikse verdienste, uitgesonderd oortydverdienste, oor die laaste drie maande wat hulle werklik aansporingsbonuswerk verrig het voordat die verlof verskuldig geword het of oor die getal weke wat hulle werklik gedurende hul dienstyds aansporingsbonuswerk verrig het, naamlik die kortste tydperk.

(3) Elke werknemer is kragtens hierdie Ooreenkoms en behoudens onderstaande voorwaardes op drie agtereenvolgende weke verlof met besoldiging geregtig:

(a) Die kwalifikasie vir verlof met besoldiging (afgesien daarvan of hy vir een of meer as een werkgever gewerk het) is 288 skofte, uitgesonderd oortydwerk, wat hy werklik op grondslag van ses dae per week gewerk het of 238 skofte, uitgesonderd oortydwerk, wat hy werklik op grondslag van vyf dae per week gewerk het: Met dien verstande dat—

(i) behoudens andersluidende bepalings vervat in voorbehoudsbepaling (ii), dienstyds by dieselfde werkgever vir minder as 30 skofte op grondslag van ses dae per week of 25 skofte op grondslag van vyf dae per week, na gelang van die geval, nie vir verlof met besoldiging tel nie: Met dien verstande dat 'n werknemer wie se diens beëindig word nadat hy 18 skofte op grondslag van ses dae per week of 15 skofte op grondslag van vyf dae per week, na gelang van die geval, gewerk het, vir die doel van verlof met besoldiging gekrediteer moet word met die getal skofte wat hy werklik vir daardie werkgever gewerk het: Voorts met dien verstande dat, waar 'n werknemer se diens ooreenkomstig hierdie voorbehoudsbepaling onderbreek word en hy sy werk by dieselfde werkgever hervat, hy vir die doel van verlof met besoldiging gekrediteer moet word met die totale getal skofte wat hy vir sodanige werkgever gewerk het mits hy nie intussen vir 'n ander werkgever gewerk het nie;

(ii) wanneer 'n werknemer wat skeepswerk en/of omkeerwerk verrig, sy diens by dieselfde werkgever beëindig voordat hy 30 skofte op grondslag van ses dae per week of 25 skofte op grondslag van vyf dae per week, na gelang van die geval, gewerk het, sodanige diens nie vir die verlof met besoldiging tel nie, maar waar die werkgever sodanige diens beëindig, moet alle skofte wat ooreenkomstig voorbehoudsbepaling (iii) gewerk en/of toegelaat is, vir die verlof met besoldiging tel;

(iii) tydperke van afwesigheid weens siekte wat hoogstens 52 skofte op grondslag van ses dae per week of 43 skofte op grondslag van vyf dae per week, na gelang van die geval, in een bepaalde kwalifiseertydperk vir verlof met besoldiging behoort, vir die doel van verlof met besoldiging moet tel: Met dien verstande dat 'n werkgever daarop geregtig is om van die werknemer te vereis om 'n mediese sertifikaat as bewys van die oorsaak van sy afwesigheid in te dien: Voorts met dien verstande dat tydperke van afwesigheid weens 'n ongeluk wat ontstaan het uit en in die loop van die werknemer se diens, vir verlofdoeleindes moet tel as daar toegegee is dat sodanige ongeluk binne die bepalings van die Ongevallewet, 1941, val, en die tydperke van afwesigheid wat vir die doel van verlof met besoldiging tel, is die tydperke van ongeskiktheid wat ingevolge genoemde Wet erken word;

(iv) mits die werkgever binne sewe dae na die begin van sodanige afwesigheid die Raad skriftelik van sodanige afwesigheid in kennis stel, 'n werknemer wat van sy werk af wegbly sonder 'n rede wat voldoende is om sy werkgever tevrede te stel ten opsigte van elke skof wat hy gedurende sodanige afwesigheid verloor vyf skofte op grondslag van ses dae per week of vier en 'n sesde skofte op grondslag van vyf dae per week, na gelang van die geval, wat hy ter kwalifisering vir sy verlof met besoldiging gewerk het, moet verbeur, maar sodanige verbeuring moet hoogstens 60 skofte op grondslag van ses dae per week of 50 skofte op grondslag van vyf dae per week, na gelang van die geval, behoort;

(v) tydperke van afwesigheid ten opsigte van die addisionele week verlof met besoldiging of 'n ophoping daarvan, waarvoor daar in klousule 3 van hierdie Deel van die Ooreenkoms voorsiening gemaak word, vir die doel van verlof met besoldiging moet tel en wel in dié mate dat die getal skofte wat die werknemer gedurende daardie tydperke wel sou gewerk het, ingereken moet word.

(b) Die verloftydperk moet vier naweke insluit en oor een ononderbroke tydperk strek.

(c) Indien Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag of Gesinsdag binne die verloftydperk val, moet die verloftydperk verleng word met een dag met volle besoldiging ten opsigte van elke sodanige dag.

(d) Indien 'n werknemer van wie sy werkgever vereis dat hy op 'n ander plek as sy gewone woonplek moet werk, op die punt staan om sy verlof met besoldiging te neem, begin en eindig sodanige verlof op die woonplek van daardie werknemer, mits hy na sy woonplek terugkeer.

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

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

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

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

(4) (a) When an employee is about to take his paid leave, the moneys payable to him for purpose thereof shall, save as provided in clause 9bis (6) of Part I, be paid to him in cash by his employer on his ceasing work to go on leave.

(b) The employer shall, at the time of making the payment referred to in paragraph (a) and in clauses 3 and 4 of this Section, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to 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) he shall be credited, according to whether the establishment works a six-day week or a five-day week, with the proportionate number of shifts worked. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts which count towards the paid leave and immediately forward to the Secretary of the Council the money equivalent of the leave pay to which the employee is so entitled computed at the hourly rate of the employee at that time or as provided for in subclause (2) whichever is applicable, less any deduction compelled by law for income tax.

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

(a) not more than four months of any one unbroken period of military training which an employee undergoes in pursuance of the Defence Act, 1957;

(b) shifts which would normally have been worked during periods of absence on the additional week's paid leave or accumulation thereof in terms of clause 3 (1) of this Section.

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

(8) The provisions of this clause shall not apply to employees to whom the provisions of Section 2 are applicable.

3. ADDITIONAL LEAVE PAY

(1) Subject to subclause (3) hereof an employee qualify after the date of coming into operation of this Agreement for his seventh or subsequent consecutive paid leave deriving from continuous employment with the same employer as provided for in terms of clause 2 (3) of this section shall at that date and each year thereafter, whilst in the employ of the same employer, be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and the employee—

(i) the paid leave referred to in clause 2 (3) of this section may be extended by an extra week; or

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

(2) Whenever the employer and employee come to the arrangement provided for in subclause (1) (ii) and the employees 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 clause 2 (3) of this section and clause 1 (3) of Section 2 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 periods his title thereto shall cease.

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

(f) Die werkgever moet die verlof so verleen dat dit begin binne 'n tydperk van vier maande na die datum waarop dit verskuldig geword het.

(g) 'n Werknemer is geregtig op sy verlof en moet dit neem binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het, tensy die Raad vrystelling in hierdie verband verleen.

(h) Geen werknemer mag gedurende sy verloftydperk werk vir eie gewin verrig nie.

(4) (a) Wanneer 'n werknemer op die punt staan om sy verlof met besoldiging te neem, moet die geld wat vir die doeleindes daarvan aan hom betaalbaar is, behoudens klousule 9bis (6) van Deel I, deur sy werkgever in kontant aan hom betaal word wanneer hy ophou werk om met verlof te gaan.

(b) Die werkgever moet, wanneer hy die betaling maak wat in paragraaf (a) en in klousules 3 en 4 van hierdie Seksie bedoel word, aan die Raad 'n kwitansie vir verlofbesoldiging en 'n bonuskwitansie stuur, opgestel in 'n vorm wat vir die Raad aanneemlik is en met die werknemer se handtekening as kwitansie vir die betaling.

(5) As die diens van 'n werknemer verstryk voordat hy op verlof met besoldiging ingevolge subklousule (3) geregtig word, moet hy, al na die bedryfsinrigting ses of vyf dae per week werk, gekrediteer word met die eweredige getal skofte wat hy gewerk het. Die werkgever moet aan die werknemer by diensbeëindiging 'n bewysstuk verskaf wat die getal skofte aantoon wat vir verlof met besoldiging tel, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent stuur van die verlofbesoldiging waarop die werknemer aldus geregtig is, bereken teen die uurloon van die werknemer op daardie datum of soos in subklousule (2) voorgeskryf word, naamlik die een wat wat van toepassing is, min enige aftrekking wat regtens vir inkomstebelasting verpligtend is.

(6) Behoudens andersluidende bepalings hierin, word "diens" vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en sodanige diens sluit in—

(a) hoogstens vier maande van 'n ononderbroke tydperk vir militêre opleiding wat 'n werknemer kragtens die Verdedigingswet, 1957, moet ondergaan;

(b) skofte wat gewoonlik gewerk sou geword het gedurende tydperke van afwesigheid volgens die addisionele week se verlof met besoldiging of 'n ophoping daarvan ingevolge klousule 3 (1) van hierdie Seksie.

(7) Die Raad kan wederkerige reëlings met 'n ander nywerheid tref vir die uitruil van verlofbesoldigingsbewyse tot voordeel van werknemers wat die Nywerheid verlaat.

(8) Hierdie klousule is nie van toepassing op werknemers op wie Seksie 2 van toepassing is nie.

3. ADDISIONELE VERLOFBESOLDIGING

(1) Behoudens subklousule (3) hiervan is 'n werknemer wat ná die datum van inwerkingtreding van hierdie Ooreenkoms vir sy sewende of latere agtereenvolgende verlof met besoldiging kwalifiseer uit hoofde van aaneenlopende diens by dieselfde werkgever soos in klousule 2 (3) van hierdie Seksie voorgeskryf, op daardie datum en elke jaar daarna, terwyl hy in die diens van dieselfde werkgever is, geregtig op 'n ekstra week verlof met besoldiging, wat verleen moet word soos dit die werkgever pas, of op die ekwivalente waarde daarvan: Met dien verstande dat die werkgever en die werknemer onderling ooreen kan kom dat—

(i) die verlof met besoldiging soos in klousule 2 (3) van hierdie Seksie bedoel, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof van die kwalifiseerjaar af uitgestel en deur die werknemer opgehoop kan word totdat hy vir drie sodanige ekstra weke verlof met besoldiging kwalifiseer.

(2) Wanneer die werkgever en die werknemer tot 'n ooreenkoms geraak soos in subklousule (1) (ii) bepaal en die werknemer vir drie sodanige ekstra weke verlof met besoldiging (hierna die "opgehoopte verlof" genoem), gekwalifiseer het, moet die werkgever die opgehoopte verlof toestaan en moet die werknemer dit neem as die verlof met besoldiging waarvoor klousule 2 (3) van hierdie Seksie en klousule 1 (3) van Seksie 2 voorsiening gemaak word, aan hom toegestaan word, en hy dit neem, tensy—soos wel mag gebeur—die werkgever en die werknemer ooreengekom het dat die opgehoopte verlof op 'n ander tyd geneem word: Met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgehoopte verlof te neem in die tydperk voor sy kwalifisering vir sy volgende verlof met besoldiging, en as die werknemer versuim om die opgehoopte verlof binne sodanige tydperk te neem, verval sy reg daarop.

(3) Where an employee qualifying for his seventh paid leave in terms of subclause (1) was in the employ of the employer concerned for part only of the qualifying period for the first paid leave, he shall be entitled to a proportion of the extra week's leave or the equivalent value thereof pro rata to the leave qualification completed with that employer in respect of the first paid leave. On qualification for any subsequent consecutive paid leave, the provisions of subclauses (1) and (2) of this clause shall *mutatis mutandis* apply.

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

4. LEAVE BONUS

(1) 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 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, in accordance with the schedule hereunder:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 45c per hour and employees employed on watchman's work.....	32,00	37,00	42,00	47,00
Where the employee's scheduled rate exceeds 45c per hour but does not exceed 75,5c per hour.....	45,00	53,00	61,00	69,00
Where the employee's scheduled rate exceeds 75,5c per hour but does not exceed 94c per hour.....	96,00	109,00	123,00	136,00
Where the employee's scheduled rate exceeds 94c per hour but does not exceed 107c per hour.....	112,00	127,00	142,00	157,00
Where the employee's scheduled rate exceeds 107c per hour but does not exceed 126,5c per hour.....	159,00	181,00	203,00	225,00
Where the employee's scheduled rate exceeds 126,5c per hour.....	175,00	200,00	225,00	250,00

(2) The provisions of subclause (1) 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 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 of apprenticeship:

	R
First-year leave qualification.....	80,00
Second-year leave qualification.....	97,00
Third-year leave qualification.....	113,00
Fourth-year leave qualification.....	130,00
Fifth-year leave qualification.....	175,00

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

Driver of vehicles authorised to carry a payload of—

	R
up to and including 907 kg.....	58,00
over 907 kg and up to 2 722 kg.....	71,00
over 2 722 kg and up to 4 536 kg.....	82,00
over 4 536 kg.....	130,00

(3) Wanneer 'n werknemer wat vir sy sewende verlot met besoldiging ooreenkomstig subklousule (1) kwalifiseer, vir slegs 'n gedeelte van die kwalifiseertydperk vir die eerste verlot met besoldiging by die betrokke werkgever in diens was, is hy geregtig op dié gedeelte van die ekstra week verlot, of die ekwivalente waarde daarvan, wat eweredig is aan die verlot-kwalifikasie wat hy ten opsigte van die eerste verlot met besoldiging by daardie werkgever voltooi het. By kwalifisering vir daaropvolgende verlot met besoldiging is subklousules (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) By die beëindiging van die diens van 'n werknemer wat geregtig geword het op die addisionele verlot met besoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, maar nog nie die ekwivalente waarde daarvan ontvang het nie, moet hy betaal word vir dié ekstra verlot met betaling waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

4. VERLOFBONUS

(1) Waar 'n werknemer op wie hierdie subklousule van toepassing is na die datum van inwerkingtreding van hierdie Ooreenkoms vir sy verlot met besoldiging kwalifiseer en dit neem, moet hy terselfdertyd 'n verlotbonus betaal word, bereken volgens die getal agtereenvolgende verlotsiklusse wat op die datum van kwalifikasie vir sy verlot met besoldiging by dieselfde werkgever voltooi is, of 'n bedrag in verhouding tot die tydperk vanaf die datum van indiensneming in die geval van 'n werknemer wat vir sy eerste verlot met besoldiging in 'n werkgever se diens kwalifiseer, ooreenkomstig die volgende tabel:

	Eerste verlot- siklus	Tweede verlot- siklus	Derde verlot- siklus	Vierde of latere verlot- siklus
	R	R	R	R
Waar die werknemer se ingelyste loon hoogstens 45c per uur is en werknemers in diens as wagte.....	32,00	37,00	42,00	47,00
Waar die werknemer se ingelyste loon meer as 45c per uur maar hoogstens 75,5c per uur is.....	45,00	53,00	61,00	69,00
Waar die werknemer se ingelyste loon meer as 75,5c per uur maar hoogstens 94c per uur is.....	96,00	109,00	123,00	136,00
Waar die werknemer se ingelyste loon meer as 94c per uur maar hoogstens 107c per uur is.....	112,00	127,00	142,00	157,00
Waar die werknemer se ingelyste loon meer as 107c per uur maar hoogstens 126,5c per uur is.....	159,00	181,00	203,00	225,00
Waar die werknemer se ingelyste loon meer as 126,5c per uur is.....	175,00	200,00	225,00	250,00

(2) Subklousule (1) is nie van toepassing nie op vakleerlinge en/of op werknemers wat voertuie dryf (vervoer buite die bedryfsinrigting—voertuie wat op openbare paaie gedryf word), en aan hulle moet daar gelyktydig met die betaling van hul verlot-besoldiging 'n verlotbonus soos volg betaal word:

(a) *Vakleerlinge*.—'n Jaarlikse verlotbonus bereken op die datum waarop daar vir die verlot met besoldiging in die eerste, tweede, derde, vierde en vyfde jaar van die vakleerling gekwalifiseer word:

	R
Verlotkwalifisering vir die eerste jaar.....	80,00
Verlotkwalifisering vir die tweede jaar.....	97,00
Verlotkwalifisering vir die derde jaar.....	113,00
Verlotkwalifisering vir die vierde jaar.....	130,00
Verlotkwalifisering vir die vyfde jaar.....	175,00

(b) *Die dryf van voertuie (vervoer buite die bedryfsinrigting—voertuie wat op openbare paaie gedryf word)*.—Jaarlikse verlotbonus bereken pro rata volgens die verlotkwalifikasie vir werk ná die datum waarop die werknemer laas vir sy verlot met betaling gekwalifiseer het of die datum van sy indiensneming, naamlik die jongste datum:

Drywers van voertuie wat gelisenseer is om 'n loonvrag te vervoer van—

	R
Tot en met 907 kg.....	58,00
meer as 907 en tot en met 2 722 kg.....	71,00
meer as 2 722 kg en tot en met 4 536 kg.....	82,00
meer as 4 536 kg.....	130,00

Shifts or periods of absence which count for leave purposes in terms of clause 2 (3) (a) (iii) of this Section shall count for the purpose of the leave bonus qualification.

(3) (a) Whenever the employment of an employee terminates before he becomes entitled to paid leave the employee shall be credited with the proportionate number of shifts worked. The employer shall furnish the employee at the time he leaves his service, with a voucher setting out the number of shifts which count towards the leave bonus and immediately forward to the Secretary of the Council the money equivalent of the leave bonus to which the employee is so entitled computed at the hourly rate of the employee at the time, less any deduction compelled by law for income tax.

(b) Employees employed on work classified at Rates E to I, inclusive, and/or employed as vehicle drivers or watchmen shall be paid the money equivalent of the pro rata leave bonus on termination of employment.

(4) No bonus shall be credited for periods of employment which in terms of clause 2 (3) (a) (i) of this section do not count for the paid leave.

5. DISPOSAL OF LEAVE PAY AND LEAVE BONUS

(1) 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 and leave bonus shall be payable to his estate or himself, as the case may be.

(2) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the vouchers commenced, any employee who has been furnished with a voucher in terms of clause 2 (5) and 4 (3) of this section, and who produces documentary evidence that he is no longer employed in the Industry shall be entitled, subject to clause 30 of Part I of the Agreement, on presenting the voucher to the Council, to payment of any unpaid balance standing to his credit on the books of the Council.

6. RATIO OF JOURNEYMEN TO OTHER EMPLOYEES

(1) Any employer operating under Schedule C of Section 4 shall employ two journeymen before he shall employ any employees on work for which Rates DDD to G inclusive are prescribed in that Schedule.

(2) Partners and/or owners who are journeymen as defined in this Agreement shall be recognised as journeymen for the purposes of this clause.

7. INSURANCE OF TOOLS

Every employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of his journeymen, apprentices and machinist employees, against damage or destruction on the employer's premises by fire. The maximum cover under this clause for insurance of tools shall be R300 per employee stated above.

8. THE METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND

(1) Every employer shall in respect of each employee employed on work specified at Rate A in this Part, pay to the Metal and Engineering Industries Education and Training Fund referred to in Government Notice R. 2000 of 24 October, 1975 a monthly levy for the purpose of implementing the objects set forth in the Constitution of the said Fund.

(2) The total amount of the levy payable each month shall be calculated on the basis of R7,80 multiplied by the number of employees referred to in subclause (1) on the employer's pay roll and/or hired out by him on the last Friday of the calendar month to which payment of the levy refers.

(3) The amount payable each month in terms of this clause shall be forwarded to the Secretary, Industrial Council for the Electrical Industry, Natal, P.O. Box 722, Durban, by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

(4) The Council shall each month remit to the Metal and Engineering Industries Education and Training Fund, P.O. Box 1338, Johannesburg, the total levy amount collected in terms of this clause.

Skofte of tydperke wat die werknemer afwesig is en wat kragtens klousule 2 (3) (a) (iii) van hierdie Seksie vir verlof tel, tel ook vir die verlofbonuskwalifisering.

(3) (a) As die diens van 'n werknemer beëindig word voordat hy op verlof met besoldiging geregtig word, moet die werknemer gekrediteer word met die eweredige getal skofte wat hy gewerk het. Die werkgever moet aan die werknemer by diensbeëindiging 'n bewysstuk verskaf waarin die getal skofte wat vir die verlofbonus tel, gemeld word, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent van die verlofbonus stuur waarop die werknemer geregtig is, bereken teen die werknemer se uurloon op daardie datum, min enige aftrekking wat regtens vir inkomstebelasting verpligtend is.

(b) Werknemers wat werk verrig wat onder Loon E tot en met Loon I ingedeel is en/of wat werksaam is as voertuig-drywers of wagt, moet die geldekwivalent van die pro rata-verlofbonus by diensbeëindiging betaal word.

(4) 'n Werknemer moet nie met 'n bonus gekrediteer word vir diens tydperke wat ingevolge klousule 2 (3) (a) (i) van hierdie Seksie nie vir verlof met besoldiging tel nie.

5. BESKIKKING OOR VERLOF MET BESOLDIGING EN VERLOFBONUS

(1) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om sy werk voort te sit, is die bedrag wat ten opsigte van verlofbesoldiging en verlofbonus verskuldig is, betaalbaar aan sy boedel of aan homself, na gelang van die geval.

(2) Ná verloop van minstens 49 weke, bereken vanaf die datum waarop die diens tydperk begin het wat deur die bewysstukke gedek word, is 'n werknemer aan wie 'n bewysstuk ingevolge klousules 2 (5) en 4 (3) van hierdie Seksie verskaf is en wat dokumentêre bewys lewer dat hy nie meer in diens van die Nywerheid is nie, by voorlegging van die bewysstuk aan die Raad en behoudens klousule 30 van Deel I van die Ooreenkoms, geregtig op betaling van enige onbetaalde balans wat in die Raad se boeke in sy kredit staan.

6. GETALVERHOUDING VAN VAKMANNE TOT ANDER WERKNEMERS

(1) 'n Werkgever wat volgens Bylae C van Seksie 4 werk, moet twee vakmanne in diens neem voordat hy enige werknemers in diens neem vir werk waarvoor Lone DDD tot en met G in dié Bylae voorgeskryf word.

(2) Vennote en/of eienaars wat vakmanne is soos in hierdie Ooreenkoms omskryf, word vir die toepassing van hierdie klousule as vakmanne gereken.

7. VERSEKERING VAN GEREEDSKAP

Elke werkgever moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem waarby die gereedskap wat die private eiendom van sy vakmanne, vakleerlinge en masjienwerkers is, verseker word teen die beskadiging of vernietiging daarvan op die werkgever se perseel deur brand. Die maksimum versekeringsdekking vir gereedskap ingevolge hierdie klousule is R300 vir elke werknemer hierbo genoem.

8. DIE OPVOEDKUNDIGE EN OPLEIDINGSFONDS VIR DIE METAAL- EN INGENIEURSNYWERHEID

(1) Elke werkgever moet ten opsigte van elke werknemer wat werk verrig wat onder Loon A in hierdie Deel gespesifiseer word, aan die Opvoedkundige en Opleidingsfonds vir die Metaal- en Ingenieursnywerheid bedoel in Goewermentskennissgewing R. 2000 van 24 Oktober 1975 'n maandelikse heffing betaal ter uitvoering van die doelstellings soos in die konstitusie van genoemde Fonds uiteengesit.

(2) Die totale bedrag van die heffing wat elke maand betaalbaar is, moet bereken word op die grondslag van R7,80 vermenigvuldig met die getal werknemers bedoel in subklousule (1) wat op die laaste Vrydag van die kalendermaand waarop die betaling van die heffing betrekking het, by die werkgever in diens was en/of deur hom uitverhuur is.

(3) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik volg aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid, Natal, Posbus 722, Durban, gestuur word, tesame met 'n staat in sodanige vorm as wat die Raad van tyd tot tyd voorskryf.

(4) Die Raad moet elke maand die totale heffingsbedrag wat ingevolge hierdie klousule ingevorder is aan Opvoedkundige en Opleidingsfonds vir die Metaal- en Ingenieursnywerheid, Posbus 1338, Johannesburg, stuur.

(5) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid calculated at the rate of one percent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(6) Copies of the Constitution and of the audited annual accounts and balance sheet of the Metal and Engineering Industries Education and Training Fund shall be lodged with the Council, and for the purpose of this subclause the term "Constitution" shall include any amendments to the Constitution adopted from time to time.

SECTION 2

Special conditions relating to certain classes of labour specified in this Section

The provisions relating to "leave pay" in clause 2 of Section 1 shall not apply to employees employed on work classified at Rates E to I inclusive and/or employed as vehicle drivers or watchmen, to whom the following special provisions shall apply.

1. LEAVE PAY

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

(2) Leave payment of employees employed in incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the leave becoming due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

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

(a) The qualification for paid leave shall be 288 shifts exclusive of overtime, actually worked on a six-day week basis or 238 shifts exclusive of overtime, actually worked on a five-day week basis: Provided that—

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

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

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

(5) Ingeval die Raad nie die bedrag wat ingevolge hierdie klousule betaalbaar is teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, ontvang nie, moet die werkgewer rente betaal op dié bedrag of op sodanige kleiner bedrag as wat onbetaal bly, bereken teen een persent per maand of gedeelte daarvan vanaf dié 15de dag tot op die dag waarop die Raad werklik die kontantbetaling ontvang: Met dien verstande dat die Raad geregtig is om die betaling van sodanige rente of gedeelte daarvan na goeddunke kwyt te skeld.

(6) Kopieë van die konstitusie en van die geouditeerde jaarrekenings en balansstaat van die Opvoedkundige en Opleidingsfonds vir die Metaal- en Ingenieursnywerheid moet by die Raad ingedien word, en vir die toepassing van hierdie subklousule sluit die woord "konstitusie" alle wysigings van die konstitusie in wat van tyd tot tyd aanvaar word.

SEKSIE 2

Spesiale bepalinge betreffende sekere klasse arbeid wat in hierdie Seksie gespesifiseer word

Die bepalinge betreffende "verlofbesoldiging" in klousule 2 van Seksie 1 is nie van toepassing nie op werknemers wat werk verrig wat onder Loon E tot en met Loon I ingedeel word en/of wat werksaam is as voertuigdrywers of wagte. Die volgende spesiale bepalinge is op genoemde werknemers van toepassing.

1. VERLOFBESOLDIGING

(1) Behalwe in die geval van werknemers wat aansporingsbonuswerk verrig, moet die verlofbesoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, bereken word teen die "uurloon" wat in hierdie Ooreenkoms omskryf word en wat die werknemer ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer.

(2) Die verlofbesoldiging van werknemers wat aansporingsbonuswerk verrig, moet bereken word teen die gemiddelde weeklikse verdienste, uitgesonderd oortydverdiensde, oor die laaste drie maande wat hulle werklik aansporingsbonuswerk verrig het voordat die verlof verskuldig geword het, of oor die getal weke wat hulle werklik gewerk het gedurende die tydperk wat hulle aansporingsbonuswerk verrig het, naamlik die kortste tydperk.

(3) Elke werknemer is kragtens hierdie Ooreenkoms geregtig op drie agtereenvolgende weke verlof met besoldiging of, by wyse van alternatief en onderlinge ooreenkoms tussen die werkgewer en die werknemer, op twee agtereenvolgende weke verlof met besoldiging plus een week se loon in plaas van die derde week verlof, en wel op die volgende voorwaardes:

(a) Die kwalifikasie vir die verlof met besoldiging is 288 skofte, uitgesonderd oortydskofte, wat werklik op 'n grondslag van ses dae per week gewerk is, of 238 skofte, uitgesonderd oortydskofte, wat werklik op 'n grondslag van vyf dae per week gewerk is: Met dien verstande dat—

(i) behoudens andersluidende bepalinge vervat in voorbehoudsbepaling (ii), diens by dieselfde werkgewer vir minder as 30 skofte op 'n grondslag van ses dae per week of 25 skofte op 'n grondslag van vyf dae per week, na gelang van die geval, nie vir verlof met besoldiging tel nie: Met dien verstande dat 'n werknemer wie se diens beëindig word nadat hy 18 skofte op 'n grondslag van ses dae per week of 15 skofte op 'n grondslag van vyf dae per week, na gelang van die geval, gewerk het, verlofbesoldiging betaal moet word wat pro rata bereken is volgens die getal skofte wat hy gewerk het;

(ii) wanneer, in die geval van werknemers wat skeepswerk en/of omkeerwerk verrig, die diens deur die werknemer beëindig word, diens by dieselfde werkgewer vir minder as 30 skofte op 'n grondslag van ses dae per week of 25 skofte op 'n grondslag van vyf dae per week, na gelang van die geval, nie vir die verlof met besoldiging tel nie, maar waar die diens deur die werkgewer beëindig word, alle skofte wat gewerk is en/of wat toegelaat is ingevolge voorbehoudsbepaling (iii), vir die verlof met besoldiging moet tel;

(iii) tydperke van afwesigheid weens siekte, wat altesaam hoogstens 52 skofte op 'n grondslag van ses dae per week of 43 skofte op 'n grondslag van vyf dae per week, na gelang van die geval, beloop in 'n bepaalde kwalifiserings tydperk vir die verlof met besoldiging, vir die verlof met besoldiging moet tel: Met dien verstande dat 'n werknemer 'n mediese sertifikaat as bewys van die oorsaak van sy afwesigheid moet toon indien sy werkgewer hom daartoe versoek. Indien die werknemer in so 'n geval versuim om 'n sertifikaat te toon, bestaan daar geen verpligting vir die werkgewer om die werknemer met daardie skofte wat weens sodanige siekte verloor is, te krediteer nie. Tydperke van afwesigheid weens 'n ongeluk wat ontstaan het uit en in die loop van die werknemer se diens, tel vir verlofdoeleindes indien sodanige ongeluk erken is as 'n ongeluk wat binne die bepalinge van die Ongevallewet, 1941, val, en die tydperke van afwesigheid wat vir doeleindes van die verlof met besoldiging tel, is die tydperke van ongesteldheid wat by genoemde Wet erken word;

(iv) provided notification of such absence is given by the employer, in writing, to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift, lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth on a five-day week basis, as the case may be, worked towards his paid leave qualification, with a maximum penalty in any one qualifying period for the paid leave of 60 shifts on a six-day week basis or 50 shifts on a five-day week basis, as the case may be.

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

(c) Should either New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant, Christmas Day or Boxing Day fall within the period of the leave, the leave period shall be extended by one day with full pay for each such day.

(d) Should an employee who is required by his employer to work away from his usual place of employment be about to take his paid leave, the leave shall, provided the employee returns to his normal place of employment, commence and terminate at the normal place of employment of that employee.

(e) The leave shall be granted by the employer so as to commence within a period of four months of due date: Provided that if an employee has agreed thereto, in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

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

(4) When an employee is about to take his paid leave, the moneys payable to him for purposes thereof shall save as provided in clause 9bis (6) of Part I, be paid to him in cash by his employer on his ceasing work to go on leave.

(5) When the employment of an employee terminates before he becomes entitled to paid leave in terms of subclause (3) he shall, according to whether the establishment works a six-day week or a five-day week, be paid leave pay pro rata to the number of shifts worked.

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

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

2. CERTIFICATE OF SERVICE

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

SECTION 3

WAGES AND/OR EARNINGS

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

(2) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of

(iv) mits die werkgewer binne sewe dae na sodanige afwesigheid die Raad skriftelik van sodanige afwesigheid verwittig, 'n werknemer wat van sy werk af weghy sonder 'n afdoende rede wat vir sy werknemer aanneemlik is, ten opsigte van elke skof wat hy gedurende sodanige afwesigheid verloor, vyf skofte op 'n grondslag van ses dae per week of vier en een sesde skofte op 'n grondslag van vyf dae per week, na gelang van die geval, wat hy ter kwalifisering vir sy verlof met besoldiging gewerk het, verbeur met 'n maksimum penaliserings in enige kwalifiseringstydperk vir verlof met besoldiging van 60 skofte op 'n grondslag van ses dae per week of 50 skofte op 'n grondslag van vyf dae per week, na gelang van die geval.

(b) Waar drie weke verlof toegestaan word, moet sodanige verlof vier naweke insluit, en waar twee weke verlof plus een week se loon toegestaan word, moet die verlof drie naweke insluit. In iedere geval moet die verlof oor een ononderbroke tydperk strek.

(c) Indien Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag of Gesinsdag binne die verloftydperk val, moet die verloftydperk ten opsigte van elke sodanige dag met een dag met volle besoldiging verleng word.

(d) Indien 'n werknemer van wie sy werkgewer vereis om op 'n ander plek as sy gewone werkplek diens te doen, op die punt staan om sy verlof met besoldiging te neem, moet die verlof begin en eindig op die gewone werkplek van daardie werknemer mits hy na sy gewone werkplek terugkeer.

(e) Die werkgewer moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het: Met die verstande dat, as 'n werknemer skriftelik daartoe ingestem het voordat genoemde tydperk van vier maande verstryk het, sy werkgewer sodanige verlof aan hom kan toestaan met ingang van 'n datum nie later nie as twee maande na die verstryking van genoemde tydperk van vier maande.

(f) Geen werknemer mag gedurende sy verloftermyn enige diens vir eie gewin verrig nie.

(4) Wanneer 'n werknemer op die punt staan om sy verlof met besoldiging te neem, moet die geld wat vir die doel daarvan aan hom betaalbaar is, behoudens klousule 9bis (6) van Deel I, deur sy werkgewer in kontant aan hom betaal word wanneer hy ophou werk om met verlof te gaan.

(5) Wanneer die diens van 'n werknemer beëindig word voordat hy op verlof met besoldiging kragtens subklousule (3) geregtig geword het, moet hy betaal word in verhouding tot die getal skofte wat hy gewerk het, met inagneming daarvan of die bedryfs-inrigting ses of vyf dae per week werk.

(6) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om sy werk voort te sit, is die bedrag wat ten opsigte van verlofbesoldiging verkuldig is, aan sy boedel of aan homself, na gelang van die geval, betaalbaar.

(7) Behoudens andersluidende bepalinge hierin, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgewer in diens tree of op die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en dit sluit in hoogstens vier maande van enige ononderbroke tydperk van militêre opleiding wat 'n werknemer kragtens die Verdedigingswet, 1957, moet ondergaan.

2. DIENSSERTIFIKAAT

'n Werkgewer moet, wanneer 'n werknemer hom by diensbeëindiging daarom versoek, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volle name van die werkgewer en die 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 die loon van 'n werknemer in hierdie Ooreenkoms volgens die lengte van sy diens bepaal word, dit vir die werknemer verpligtend is om, wanneer hy van werk verander, 'n dienssertifikaat aan sy nuwe werkgewer voor te lê ten einde geregtig te word op dié loon wat vir die lengte van sy diens voorgeskryf word.

SEKSIE 3

LONE EN/OF VERDIENSTE

(1) Elke werknemer wat onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig, moet steeds sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer werksaam is en dieselfde werk of ander werk waarvoor 'n laer loon voorgeskryf word, verrig.

(2) Elke werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgewer in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in die diens van dieselfde werkgewer is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was al die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer

work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus additional amounts for his class of work as follows:

Class of work	Amount per hour cents	
	Column (A)	Column (B)
Rate A.....	20	15
Rate AA.....	18	14
Rate B.....	15	12
Rate C.....	14	12
Rate D.....	13	11
Rate DD.....	11	10
Rate DDD.....	10	10
Rate E.....	9	9
Rate F.....	8	7
Rates G, H and I.....	7	6

Vehicle driving:

Internal transport (i.e. not driven on public roads)

- | | | | |
|--|----|---|----|
| (a) Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 493 kg..... | 7 | + | 6 |
| (b) Vehicles which would, if driven on public roads, require a heavy motor vehicle driving licence: Gross mass of vehicle over 3 493 kg and up to 13 608 kg..... | 8 | + | 7 |
| (c) Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence: Gross mass of vehicle over 13 603 kg..... | 10 | + | 10 |

External Transport

Driving of any other vehicle authorised to carry a pay-load of—

- | | | | |
|---------------------------------------|------|---|----|
| up to and including 907 kg..... | 7,5 | + | 7 |
| over 907 kg and up to 2 722 kg..... | 8 | + | 7 |
| over 2 722 kg and up to 4 536 kg..... | 10,5 | + | 10 |
| over 4 536 kg..... | 12 | + | 10 |

Watchman's work..... R2,85 per + R2,70 per
week week

Provided that—

(i) the total additional amount specified in columns (A) and (B) may be reduced by the amount of any increase(s) granted to the employee subsequent to 1 July 1974: Provided further that the reduction in respect of any increase granted between 1 July and 30 September 1974 shall be limited to the amount specified in column (A);

(ii) any employee who was engaged during the period between 1 July and 30 September 1974, at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement, shall not be entitled to be paid the additional amount specified in Column (A) and any employee engaged subsequent to 30 September 1974 at a rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid any additional amount;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amounts specified in this clause for his class of work has been awarded on or subsequent to 1 July 1974 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for the purposes of this Agreement, the rates applicable in terms of this clause shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of clause 11 of Part I of this Agreement.

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

(4) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week including any overtime worked at a higher-paid

is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus die volgende addisionele bedrae vir sy klas werk:

Klas werk	Bedrag per uur sent	
	Kolom (A)	Kolom (B)
Loon A.....	20	15
Loon AA.....	18	14
Loon B.....	15	12
Loon C.....	14	12
Loon D.....	13	11
Loon DD.....	11	10
Loon DDD.....	10	10
Loon E.....	9	9
Loon F.....	8	7
Lone G, H en I.....	7	6

Voertuie dryf:

Binnevervoer (d.w.s. wat nie op openbare paaie gedryf word nie)

- | | | | |
|--|----|---|----|
| (a) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 493 kg..... | 7 | + | 6 |
| (b) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 3 493 kg en tot en met 13 608 kg..... | 8 | + | 7 |
| (c) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 13 608 kg..... | 10 | + | 10 |

Buitevervoer

Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag te vervoer van—

- | | | | |
|--|------|---|----|
| tot en met 907 kg..... | 7,5 | + | 7 |
| meer as 907 kg en tot en met 2 722 kg..... | 8 | + | 7 |
| meer as 2 722 kg en tot en met 4 536 kg..... | 10,5 | + | 10 |
| meer as 4 536 kg..... | 12 | + | 10 |

Werk van 'n wag..... R2,85 per + R2,70 per
week week

Met dien verstande dat—

(i) die totale addisionele bedrag in kolomme (A) en (B) gespesifiseer, verminder kan word met die bedrag van enige verhoging(s) wat ná 1 Julie 1974 aan die werknemer toegestaan is: Voorts met dien verstande dat die vermindering ten opsigte van enige verhoging wat tussen 1 Julie en 30 September 1974 toegestaan is, beperk moet word tot die bedrag in kolom (A) gespesifiseer;

(ii) 'n werknemer wat gedurende die tydperk tussen 1 Julie en 30 September 1974 in diens geneem is teen 'n loonskaal van minstens dié wat op die datum van inwerkingtreding van hierdie Ooreenkoms vir sy klas werk voorgeskryf was, nie geregtig is op betaling van die addisionele bedrag in kolom (A) gespesifiseer nie, en dat 'n werknemer wat ná 30 September 1974 in diens geneem is teen 'n loonskaal wat op die datum van inwerkingtreding van hierdie Ooreenkoms vir sy klas werk voorgeskryf was, nie geregtig is op die betaling van enige addisionele bedrag nie;

(iii) 'n werkgewer nie die loonskaal mag verminder van 'n werknemer aan wie 'n groter verhoging op of ná 1 Julie 1974 toegestaan is as die addisionele bedrae wat in hierdie klousule vir sy klas werk gespesifiseer word nie, en aan geen werknemer 'n loon teen 'n laer skaal betaal mag word nie as dié vir sy klas werk soos in hierdie Ooreenkoms gespesifiseer;

(iv) vir die toepassing van hierdie Ooreenkoms, die lone wat ingevolge hierdie klousule van toepassing is, *mutatis mutandis* van toepassing is op werknemers wat aansporingsbonuswerk ingevolge klousule 11 van Deel I van hierdie Ooreenkoms ver-rig.

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

(4) Geen werknemer mag in meer as een beroep wat in die Ooreenkoms ingelys is, in enige bepaalde week werksaam wees teen verskillende loonskale nie, met inbegrip van enige oortyd-werk in 'n hoër besoldigde beroep, tensy betaling gedoen word

occupation unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count of payment at the higher rate.

(5) Subject to the provisions of clauses 2 to 4, inclusive, no employer shall pay to the employees (other than apprentices in their first, second, third and fourth years of apprenticeship) engaged on any of the classes of work specified in the Wage Schedules in Section 4 wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

SECTION 4 WAGE SCHEDULES SCHEDULE A

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

- | | |
|--|-------------------|
| 1. Domestic appliance mechanic's work..... | Rate A |
| 2. Electrician's work..... | |
| 3. Radio communications serviceman's work.... | |
| 4. Radio repairer's work..... | |
| 5. Refrigerator mechanic's work.....
(Commercial and Industrial)..... | |
| 6. Workshop assistant's work..... | Rate AA |
| 7. Installation of aerials on consumer's premises
First six months of experience..... | Rate D
Rate DD |
| 8. Installation of temporary public address systems including wiring systems but excluding final testing, under supervision of a Rate A employee..... | Rate DD |
| 9. Mechanical and electrical installation of radios and similar equipment excluding final testing..... | |
| 10. The following operations when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care appliances of a load not exceeding five amperes except in the case of domestic heating appliances where the load does not exceed 15 amperes:
(a) Repair and/or replacement of heating elements on appliances.....
(b) repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements including fixing.....
(c) repair and/or re-assembly of heating containers.....
(d) removing and/or replacing of motors not exceeding 750 watts at the direction of a Rate A employee, excluding final testing | Rate DDD |
| 11. Stripping and cleaning of appliances under supervision of a Rate A or AA employee | Rate F |
| 12. Removal from and/or fitting into cabinets or assembled radiogram and/or radio chassis... | |
| 13. Preparation of wire ends under supervision | Rate G |
| 14. Buffing and/or polishing..... | |
| 15. Spraying of paint for protective purposes.... | |
| 16. Re-assembly of panels onto cabinets and/or other outer casings..... | |
| 17. Inserting batteries in portable radios, tape recorders, gramophones and/or personal care appliances, including plugging in the battery connections..... | Rate I |
| 18. General labouring including preparing surfaces for painting and/or soldering..... | |

For the purposes of this Schedule—

"workshop assistant's work" means routine stripping of radios and/or appliances, replacement of components taken from stock and fitting adjustments confined to working within predetermined limits, including acceptance testing, undertaken in the workshop.

All testing equipment shall be provided by the employer.

asof sodanige werknemer daardie hele week in die hoogs besoldigde beroep werksaam was: Met dien verstande dat wanneer 'n laer besoldigde werknemer tydelik in die plek gestel word van 'n hoër besoldigde werknemer wat van sy werk afwesig is en nie elders in die bedryfsinrigting werk nie, sodanige plaasvervangende werknemer teen die hoër skaal betaal moet word maar slegs vir die tyd wat hy werklik werksaam was in die hoër besoldigde werk. Enige tydperk van altesaam minder as 'n halfwe skof in 'n week waarin 'n werknemer as plaasvervanger werk, tel nie vir besoldiging teen die hoër skaal nie.

(5) Behoudens klousules 2 tot en met 4, mag geen werkgewer aan werknemers (uitgesonderd vakleerlinge in hul eerste, tweede, derde en vierde leerjare) in diens in enigeen van die klasse werk wat in die loontabelle in Seksie 4 gespesifiseer word, lone en/of verdienste betaal wat laer is as dié teenoor sodanige klasse genoem nie, en geen werknemer mag lone en/of verdienste aanneem wat laer is as dié teenoor sodanige klasse genoem nie.

SEKSIE 4 LOONTABELLE TABEL A

Herstelwerk aan en/of installering en/of versiening van radio-, verkoelings- en huishoudelike elektriese toestelle en uitrusting.

- | | |
|--|-------------------|
| 1. Werk van 'n werktuigkundige vir huishoudelike toestelle..... | Loon A |
| 2. Werk van 'n elektrisiën..... | |
| 3. Werk van 'n radiokommunikasiediensman.... | |
| 4. Werk van 'n radiohersteller..... | |
| 5. Werk van 'n koelkaswerktuigkundige (Kommersieel en Industrieel)..... | |
| 6. Werk van 'n werkwinkelassistent..... | Loon AA |
| 7. Installering van antennes op gebruiker se persele..... | Loon D
Loon DD |
| 8. Eerste ses maande ondervinding..... | Loon DD |
| 9. Installering van tydelike openbare luidsprekerstelsels, met inbegrip van bedradingstelsels maar uitgesonderd finale toetsing, onder toesig van 'n Loon A-werknemer..... | |
| 10. Werktuigkundige en elektrotegniese installering van radio's en soortgelyke uitrusting, uitgesonderd finale toetsing..... | |
| 11. Die volgende werksaamhede, wanneer hulle verrig word in die werkwinkels van 'n bedryfsinrigting in verband met die herstel van verwarmings- en/of droogtoestelle en/of toestelle vir persoonsversorging met 'n las van hoogstens drie ampère, behalwe in die geval van huishoudelike verwarmingstoestelle met 'n las van hoogstens 15 ampère:
(a) Herstel en/of vervanging van verwarmingselemente aan toestelle.....
(b) Herstel en/of vervanging van keramiek- of ander isoleerspasieërs en/of -vormers wat gebruik word vir verwarmingselemente, insluitende die vasit daarvan.....
(c) Herstel en/of hermontering van verwarmingselementhouers.....
(d) Verwydering en/of vervanging van motore van hoogstens 750 watt op las van 'n Loon A-werknemer, uitgesonderd die finale toetsing..... | Loon DDD |
| 12. Uitmekaarhaal en skoonmaak van toestelle onder toesig van 'n Loon A- of Loon AA-werknemer..... | Loon F |
| 13. Verwydering uit en/of aanbring in kabinette van gemonteerde gramradio en/of radiomoniteerplaat..... | |
| 14. Voorbereiding van draadpunte onder toesig | Loon G |
| 15. Afskuur- en/of poleerwerk..... | |
| 16. Spuit van verf vir beskermingsdoeleindes.... | |
| 17. Hermontering van panele op kabinette en/ander uiterlike omhulsels..... | |
| 18. Batterie insit in draagbare radio's, bandopnemers, grammofoon en/of toestelle vir persoonsversorging, met inbegrip van die inprop van batteryverbindings..... | Loon I |
| 19. Algemene arbeiderswerk, met inbegrip van die voorbereiding van oppervlakke vir verf- en/of soldeerwerk..... | |

Vir die toepassing van hierdie tabel beteken—

"werk van werkwinkelassistent" roetinewerk in verband met die uitmekaarhaal van radio's en/of toestelle, vervanging van komponente wat uit voorrade geneem word en die aanbring van verstellings wat beperk is tot werk binne vooraf bepaalde perke, met inbegrip van aanneemttoetsing wat in die werkwinkel onderneem word.

Alle toetsuitrusting moet deur die werkgewer verskaf word.

SCHEDULE B

Installation and/or repair and/or servicing of burglar and other similar alarm systems operating at a voltage not exceeding 40 volts.

(A) General

1. Final testing.....
2. 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 plug point at normal mains voltage).....
3. Indicating the actual wiring routes of the alarm system.....
4. Marking out all attached points for alarm components on areas to be protected.....
5. Supervising installation of all low voltage electrical wiring.....
6. Learner rates in respect of Rate AA:

(a) Under 21 years of age—

- | | |
|---|------------|
| 16 years and over but not exceeding 18 years..... | Rate DDD |
| 18 years and over but not exceeding 19 years..... | Rate DD |
| 19 years and over but not exceeding 20 years..... | 105 c.p.h. |
| 20 years and over but not exceeding 21 years..... | Rate D |
| Thereafter..... | Rate AA |

(b) 21 years of age and over—

- | | |
|------------------------------------|------------|
| First four months experience..... | 105 c.p.h. |
| second four months experience..... | Rate D |
| third four months experience..... | Rate C |
| fourth four months experience..... | Rate B |
| thereafter..... | Rate AA |

(5) Stand-by duty for Rate A and Rate AA Employees engaged in Burglar and other similar Alarm Systems

(1) 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 must elapse before an employee may be called upon to do stand-by duty again.

(2) When an employee is required to do stand-by in terms of paragraph (1) he shall be paid a stand-by allowance of R7 per week.

(3) 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 (2).

(4) Where an employee uses his own transport, he shall be paid an allowance to be mutually agreed upon.

SCHEDULE C

Wage rates applicable to certain classes of work and/or operations not elsewhere specified in this Part.

1. Journeyman's work.....
2. Electrician's work.....
3. Armature winding.....
4. Cable jointing.....
5. Electrical installation.....
6. Electrical overhead line construction.....
7. Electrical Communications Technician's work.....
8. Telephone electrician's work including telephone intercommunication systems installing.....
9. X-Ray and electro-medical mechanic's work.....
10. Electrical fitting.....
11. Electrical maintenance work and/or installation and/or repair work.....
12. Rotor and/or armature balancing work where the mass of the article being balanced exceeds 250 kg.....
13. All operations (n.e.s.) in the assembling of transformers other than yoke above 1 000 kVA including wiring to predetermined points on or attached to the transformer (excluding fitting adjustments).....
14. High potential testing when performed by persons normally engaged in operative processes.....
15. Winding disc and/or spiral and/or helical windings with two or more conductors in parallel, including loading and unloading by the same employee of self-locating mandrels and/or formers.....

Rate A

Rate AA

TABLE B

Installering en/of herstel en/of versiening van dief- en ander soortgelyke alarmstelsels met 'n spanning van hoogstens 40 volt.

(A) Algemeen

1. Finaletoets werk.....
2. Installering en/of bedrading en/of herstel en/of versiening van hoofalarmeenheid, alarmsein-toestelle, kontrole-uitrusting en enige ander gespesialiseerde uitrusting daarby betrokke (n.e.v.) (met inbegrip van leidings vanaf stop-kontakte met gewone netspanning).....
3. Die werklike bedradingsroetes van die alarmstelsel aandui.....
4. Uitmerk van alle aansluitpunte vir alarmstelsel-komponente in gebiede wat beskerm moet word.....
5. Toesig hou oor die installering van alle elektriese bedrading met lae spanning.....
6. Leerlinglone ten opsigte van Loon AA:

Loon AA

(a) Onder leeftyd van 21 jaar—

- | | |
|--|------------|
| 16 jaar en ouer maar nie ouer as 18 jaar nie | Loon DDD |
| 18 jaar en ouer maar nie ouer as 19 jaar nie | Loon DD |
| 19 jaar en ouer maar nie ouer as 20 jaar nie | 105 s.p.u. |
| 20 jaar en ouer maar nie ouer as 21 jaar nie | Loon D |
| daarna..... | Loon AA |

(b) Leeftyd van 21 jaar en ouer—

- | | |
|--------------------------------------|------------|
| eerste vier maande ondervinding..... | 105 s.p.u. |
| tweede vier maande ondervinding..... | Loon D |
| derde vier maande ondervinding..... | Loon C |
| vierde vier maande ondervinding..... | Loon B |
| daarna..... | Loon AA |

(B) Gereedheidsdiens vir Loon A- en Loon AA-werknemers betrokke by dief- en ander soortgelyke alarmstelsels

(1) 'n Werkgewer mag vereis dat 'n werknemer een week op 'n keer gereedheidsdiens verrig: Met dien verstande dat die werknemer minstens een week vooraf kennis daarvan gegee word. Ten minste een volle week moet verloop voordat daar weer van die werknemer vereis mag word om gereedheidsdiens te doen.

(2) Indien 'n werknemer gereedheidsdiens ingevolge paragraaf (1) moet doen, moet hy 'n gereedheidstoelae van R7 per week betaal word.

(3) Indien 'n werknemer vir diens uitgeroep word wanneer hy op gereedheidsdiens is, moet hy 'n minimum besoldiging van R2 per oproep ontvang, behalwe wanneer die oproep op 'n Sondag of statutêre vakansiedag is, wanneer hy R3 per oproep betaal moet word bo en behalwe die toelae in paragraaf (2) vermeld.

(4) Indien 'n werknemer van sy eie vervoer gebruik maak, moet hy 'n toelae betaal word waaroor daar onderling ooreengekoms is.

TABLE C

Loonskale van toepassing op sekere klasse werk en/of werksaamhede wat nie elders in hierdie Deel vermeld word nie.

1. Vakmanswerk.....
2. Elektriesienswerk.....
3. Ankerwikkeling.....
4. Kabellawerk.....
5. Elektrotegniese installeerwerk.....
6. Die aanleg van boggrondse elektriese lyne.....
7. Werk van 'n tegnikus in elektrotegniese kommunikasie.....
8. Werk van 'n telefoonelektrisiën, met inbegrip van die installering van telefooninterkommunikasiestelsels.....
9. Werk van 'n X-straal- en elektro-mediese werktuigkundige.....
10. Elektromonteerwerk.....
11. Elektriese onderhoudswerk en/of installering en/of herstelwerk.....
12. Rotor- en/of ankerbalanseerwerk waar die massa van die artikel wat gebalanseer word meer as 250 kg is.....
13. Alle werksaamhede (n.e.v.) in die montering van transformators, uitgesonderd 'n juk hoëras 1 000 kVA, met inbegrip van bedrading aan vooraf vasgestelde punte op of aan die transformator (uitgesonderd pasverstellings).....
14. Hoëpotensiaaltoetsing wanneer dit gedoen word deur persone wat gewoonlik bedryfs-werksaamhede verrig.....
15. Skyf- en/of spiraal- en/of heliese wikkelsings wikkels met twee of meer geleiers in parallel-skakeling, met inbegrip van die laai en ontlai deur dieselfde werknemer van selfstand-vormspille en/of vormers.....

Loon A

Loon AA

16. Cold sawing where the sawer marks direct from cutting list.....		16. Koudsaag waar die saer regstreks van saaglys afmerk.....	
17. Commutator undercutting (n.e.s.).....		17. Ondersnyding van kommutators (n.e.v.).....	
18. Wire drawing including supervisory work and setting up on wire drawing machines.....		18. Draad trek, met inbegrip van toesigwerk en draadtremasjiene opstel.....	
19. All operations (except preparation prior to winding, taping and bonding and compound filling) in the winding of armatures, rotors and stators using pre-formed coils (n.e.s.).....	Rate B	19. Alle werksaamhede (uitgesonderd voorbereiding voor wikkeling, bind en ombind en mengselvulling) in die wikkeling van ankers, rotors en stators, met gebruikmaking van vooraf gevormde spoele (n.e.v.).....	Loon B
20. Rotor and/or armature balancing work where the mass of the article being balanced does not exceed 250 kg.....		20. Rotor- en/of ankerbalanseerwerk waar die massa van die artikel wat gebalanseer word, hoogstens 250 kg is.....	
21. All operations (n.e.s.) in the assembling of transformers, other than yoke up to 1 000 kVA including wiring to predetermined points on or attached to the transformer (excluding fitting adjustments).....		21. Alle werksaamhede (n.e.v.) in die montering van transformators, uitgesonderd 'n juk, van tot 1 000 kVA, met inbegrip van bedrading aan vasgestelde punte op of aan die transformator vooraf (uitgesonderd pasverstellings).....	
22. Connecting and/or sweating of leads and/or ends of transformers above 500 kVA (n.e.s.).....	Rate C	22. Leidings en/of entverbinding van transformators van meer as 500 kVA verbind en/of aansweet (n.e.v.).....	Loon C
23. Final machining of slip rings on completed rotors (by means of special purpose machine).....		23. Finale masjinerie van sleepringe aan voltooid rotors (deur middel van eendoelmassien).....	
24. Setting of trips and/or steps on coil forming machines.....		24. Stel van klinkskakelaars en/of stuiters aan spoelvormmasjiene.....	
25. Winding disc and/or spiral windings with single conductor, including loading and unloading by the same employee of selflocating mandrels and/or formers.....		25. Skyf- en/of spiraalwikkels wikkels met enkelgeleier, met inbegrip van die laai en ontlaai van selfstand-vormspille en/of vormers deur dieselfde werknemer.....	
26. All operations in the assembling (excluding sub-assembly, motor fielding and fitting) of motors and generators having a rotating core diameter exceeding 500 mm.....		26. Alle werksaamhede in die montering (uitgesonderd submontering, veld- en paswerk aan motore) van motore en generators met 'n draaikerndiameter van meer as 500 mm.....	
27. All winding operations in repair work using pre-formed coils (excluding connecting up to line and/or testing) in the rewinding of stators and/or rotors not exceeding 75 kW (probationary period, first six months—Rate DD).....		27. Alle wikkelsaamhede in herstelwerk, met gebruikmaking van vooraf gevormde spoele (uitgesonderd aansluiting in lyn en/of toetsing) in die herwikkeling van stators en/of rotors van hoogstens 75 kW (proeftydperk, eerste ses maande—Loon DD).....	
Ratio: Employees may only be employed on operation where the ratio of Rate A and Apprentice Armature Winders (taken together but subject to a maximum number of two fourth-year or fifth-year apprentices) is not less than four such employees for each Rate D or DD employee: Provided that where an establishment is engaged on armature winding solely in respect of machines rated at not more than 2 kW this ratio need not be observed....		Getalsverhouding: Werknemers mag in diens geneem word slegs in 'n werksaamheid waar die getalsverhouding van Loon A- en Vakleerlingankerwikkelaars (saam gereken maar behoudens 'n maksimum getal van twee vierde- of vyfdejaarvakleerlinge) minstens vier sodanige werknemers is vir elke Loon D- of Loon DD-werknemer: Met dien verstande dat waar 'n bedryfsinrigting slegs ankerwikkeling ten opsigte van masjiene aangeslaan teen hoogstens 2 kW doen, daar nie by hierdie getalsverhouding gehou hoef te word nie.....	
28. (a) Brazing of leads and/or located parts		28. (a) Sweissoldeer van leidings en/of onderdele op hulle plekke.....	Loon D
28. (b) *Marking off material (n.e.s.).....		(b) *Materiaal afmerk (n.e.v.).....	
*“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		*“Afmerk” beteken materiaal afmerk volgens bepaalde lengtes slegs vir doeleindes van afsny, slegs met gebruikmaking van lengtemeters en/of liniaal en/of meetband en afmerkmateriaal.....	
29. Marking out insulation material for transformers from drawings and/or schedules under instruction of a Rate A to D employee.....	Rate D	29. Afmerk van isoleermateriaal vir transformators vanaf tekeninge en/of skedules onder aanwysing van 'n Loon A- tot D-werknemer	
30. Setting of stops on guillotine for cutting insulation only.....		30. Stuiters aan guillotine stel slegs om isoleermiddels te sny.....	
31. Setting of stops on manually operated guillotine.....		31. Stuiters aan handguillotine stel.....	
32. Wrapping of high voltage paper bushings (foiled synthetic bonded) by machine.....		32. Toedraai van hoogspanningspapierbusse (sinteties met dunplaat saamgebond) met 'n masjien.....	
33. Cleaning of commutator slots prior to testing		33. Skoonmaak van kommutatorgleuwe voor toetsing.....	
34. Commutator undercutting where the armature is located in a jig and the cutting tool is pre-set to stops and is moved by hand.....	Rate DD	34. Kommutatorondersnyding waar die anker in 'n setmaat is en die snywerktuig vooraf met stuiters gestel is en met die hand beweeg word	Loon DDD
35. Winding and/or connecting of stators and/or armatures for machines with a rating not exceeding 2 kW.....		35. Wikkeling en/of aansluiting van stators en/of ankers vir masjiene met 'n aanslag van hoogstens 2 kW.....	
36. Field coil winding using insulate strip.....		36. Veldspoelwikkeling deur geïsoleerde stroke te gebruik.....	
37. 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....	Rate DDD	37. Stator- en/of rotor- en/of ankerspoele en/of veldspoele en/of transformatorleidings en/of -spoele en/of geleiers en/of buise met die hand omwikkel en/of toedraai.....	Loon DD
38. All operations in the assembling of AC induction motors (excluding fitting adjustments) having a rotating core diameter not exceeding 500 mm.....		38. Alle werksaamhede (uitgesonderd pasverstellings) in die montering van WS-induksiemotore met 'n draaikerndiameter van hoogstens 500 mm.....	Loon F
39. Filing by hand of coil bars for rotors to go and no-go gauges.....	Rate F	39. Met die hand spoelstawe vyl vir rotors volgens pas- en pasniemate.....	
40. Inserting bars in squirrel-cage rotors.....		40. Stawe in kourrotors insit.....	

41. Mounting of covers and/or fittings and/or terminals and/or pipe work including straightening of studs where necessary and the use of jointing material.....
42. Removing top yoke prior to assembling of coils under instruction of a Rate A to D employee.....
43. Stacking and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges.....
44. (a) Stator and/or rotor and/or armature coil forming by hand using formers or by power-driven machine (excluding setting of trips).....
44. (b) Yoke assembly.....
45. Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant.....
46. Checking core stacks using pre-set gauges.....
47. Cutting of non-metallic gaskets by hand.....
48. Cutting up insulating material to stops and/or templates by guillotine.....
49. Filing by hand of coil slots in rotors and/or stators and/or armatures to go and no-go gauges.....
50. Forming insulations by machine.....
51. Forming of mica insulation plates and/or mica sheets.....
52. Making connector clips by hand in jigs.....
53. Making up of connection strips.....
54. Manual straightening of conductors.....
55. Operating wire covering machine.....
56. Packing and/or ironing of insulating material on to the armature to form a seat for the armature coils.....
57. Pressing winding insulation into moulds including preparatory wrapping.....
58. Stripping of windings for repair of motors and generators.....
59. Winding and/or rulling of stator and/or rotor loops by hand and/or by power-driven machines (excluding setting up).....
60. Winding coils for motors using wire on formers and/or spools by machine including changing of self-locating mandrels and/or formers.....
61. Cleaning and/or tinning conductors.....
62. Compound filling.....
63. Dismantling for repair of motors and generators of a rating not exceeding 2 kW.....
64. Furnace loading and/or unloading and/or stoking and/or attending.....
65. Minding wire drawing machine.....
66. Packing in prepared crates of repaired articles for despatch and/or sale.....
67. Stamping and/or affixing metal labels and/or nameplates.....
68. Varnishing machine attendant.....
69. Waxing coils to ease insertion into slots.....
70. General labouring, including assisting Rate A to D employees.....

Rate F

Rate G

Rate H

Rate I

VEHICLE DRIVING

Rate per
hour
(cents)

71. *Internal Transport* (i.e. not driven on public holidays)
- (a) Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 493 kg..... 56
- (b) Vehicles which would, if driven on public roads, require a heavy motor vehicle driving licence: Gross mass of vehicle over 3 493 kg and up to 13 608 kg..... 63
- (c) Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence: Gross mass of vehicle over 13 608 kg..... 82
72. *External Transport*
- Driving of any other vehicle authorised to carry a payload of
- up to and including 907 kg..... 59
- over 907 kg and up to 2 722 kg..... 63
- over 2 722 kg and up to 4 536 kg..... 87
- over 4 536 kg and up to 6 350 kg..... 100
- over 6 350 kg..... 102

41. Dekkels en/of toebehore en/of aansluiters en/of pypwerk monteer, met inbegrip van kon-takknoppe reguit maak, waar nodig, en die gebruik van voegmateriaal.....
42. Verwydering van boonste juk voor montering van spoel onder aanwysing van 'n Loon A-tot D-werknemer.....
43. Stapeling en/of ombanding en/of bevestiging van lamellerings en die plasing van klampe, met inbegrip van die gebruik van vaste meters.....
44. (a) Stator- en/of rotor- en/of ankerspoel met die hand vorm, met gebruikmaking van vormers, of met kragmasjien (uitgesonderd die stel van klinkskakelaars).....
- (b) Jukke monteer.....
45. Skoonmaak- en/of ontvetting- en/of suur- en/of afspoel- en/of smeltbaddens en/of uit-droog- en/of olieulinstallasie versorg.....
46. Nagaan van kernstapels, met gebruikmaking van vooraf gestelde meters.....
47. Met die hand nie-metaalpakstukke uitsny.....
48. Isoleermateriaal met 'n guillotine opsnij vol-gens stuiters en/of patrone.....
49. Met die hand spoelgleuwe in rotors en/of sta-tors en/of ankers vyl volgens pas- en pasnie-mate.....
50. Isolering met masjien vorm.....
51. Mika-isoleerplate en/of mikablaai vorm.....
52. Verbindingsknippe met die hand in setmate maak.....
53. Verbindingstroke saamstel.....
54. Geleiers met die hand reguit maak.....
55. Draadbedekkingsmasjien bedien.....
56. Pak en/of aanstryk van isoleermateriaal aan die anker om 'n bedding vir die ankerspoel te vorm.....
57. Wikkelsisoleermateriaal in vorms druk, met inbegrip van voorbereidende toedraai.....
58. Wikkels afstroop vir herstelwerk aan motore en generators.....
59. Stator- en/of rotorlusse met die hand en/of kragmasjiene wikkels en/of trek (uitgesonderd die opstel daarvan).....
60. Spoel vir motore wikkels, met gebruikmaking van draad op vormers en/of spoel, met 'n masjien, met inbegrip van die wisseling van selfstand-vormspille en/of vormers.....
61. Geleiers skoonmaak en/of vertin.....
62. Mengselvulling.....
63. Demonerter van motore en generators met 'n aanslag van hoogstens 2 kW, vir herstelwerk.....
64. Oonde laai en/of ontlai en/of stook en/of versorg.....
65. Draadtremasjien oppas.....
66. Herstelde artikels vir versending en/of ver-koop in voorbereide kratte verpak.....
67. Metaaletikette en/of-naamplate stempel en/of vassit.....
68. Vernismasjienversorger.....
69. Spoel bewas ten einde plasing in gleuwe te vergemaklik.....
70. Algemene arbeid, met inbegrip van hulp aan Loon A- tot D-werknemers.....

Loon F

Loon G

Loon H

Loon I

VOERTUIG DRYF

Loon per
uur
(sent)

71. *Binnervoer* (d.w.s. wat nie op openbare paaie gedryf word nie)
- (a) Voertuig wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 493 kg..... 56
- (b) Voertuig wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 3 493 kg en tot en met 13 608 kg..... 63
- (c) Voertuig wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 13 608 kg..... 82
72. *Buitervoer*
- Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag te vervoer van—
- tot en met 907 kg..... 59
- meer as 907 kg en tot en met 2 722 kg..... 63
- meer as 2 722 kg en tot en met 4 536 kg..... 87
- meer as 4 536 kg en tot en met 6 350 kg..... 100
- meer as 6 350 kg..... 102

For purposes of this paragraph—

- (a) "pay-load" means the net carrying or net load which a vehicle may carry or haul in terms of any motor carrier's certificate or 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, when driven elsewhere than in the precincts of the establishment, but does not include mechanised internal transporters and/or stackers and/or handling equipment, whether or not requiring a licence, and/or motor-cars.

73. Pupil Engineers and/or approved students:

- (a) First year of pupilage..... Rate DD
(b) Second year of pupilage..... Rate D
(c) Thereafter..... Rate C

Rate per
week

- 74 Watchman's work..... R20,70
(a) The ordinary hours of work shall not exceed 12 hours per shift per day for a six-day week.
(b) In the event of a lesser number of hours being worked than prescribed in (a) above, the rate per week may be reduced pro rata.

SECTION 5 TABLE OF WAGE RATES

Rate classification	Rate per hour R
Rate A.....	1,90
Rate AA.....	1,53
After six months' continuous employment with the same employer, inclusive of continuous employment on the date of coming into operation of this Agreement.....	1,58
After 12 months' continuous employment with the same employer inclusive of continuous employment on the date of coming into operation of this agreement.....	1,64
Rate B.....	1,36
Rate C.....	1,32
Rate D.....	1,27
Rate DD.....	0,95
Rate DDD.....	0,76
Rate E.....	0,68
Rate F.....	0,56
Rate G.....	0,48
Rate H.....	0,45
Rate I.....	0,45

The rate of R1,90 per hour for Rate A work shall not apply to fifth-year apprentices for whom the minimum rate shall be R1,65 per hour for the duration of the contract.

PART III

Special conditions applicable to employers in respect of establishments which are registered by the Council under this Part in terms of clause 4 of Part I

SECTION 1

1. DEFINITIONS

"Artisan" means an employee who has served an apprenticeship in any designated trade which is recognised by the Council as being sufficient to entitle such employee to work in the Industry, or who has received training recognised by the Council as being sufficient and includes an improver as defined in terms of section 1 (vii) of the Electrical Wiremen and Contractors Act, 1939;

"bending machine" means a machine on a base which is used for the bending of conduit and which is preset to stops and/or marks by a registered wireman or an electrical conduit installer;

"electrical conduit installer" means an employee who is the holder of a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939, and who is engaged in any or all of the following operations:

- (a) Under the continuous supervision of a registered wireman after the installation has been set out by the registered wireman—
(i) the installation of conduit;
(ii) the installation and attachment to conduit of empty conduit accessories and trays;
(b) work defined under "labourer" in this clause;

Vir die toepassing van hierdie paragraaf, beteken—

- (a) "loonvrag" die netto dravermoë of die netto vrag wat 'n voertuig mag dra of trek ooreenkomstig enige motortransportsertifikaat of vrystellingsertifikaat uitgereik ten opsigte van so 'n voertuig deur 'n plaaslike padvervoerraad ingevolge die Motortransportwet, 1930, met inbegrip van enige sleepwa wat daaraan vas is, of by gebrek aan so 'n bepaling in enige sodanige sertifikaat, die vrag gespesifiseer in 'n sertifikaat wat deur die Raad uitgereik is;
- (b) "voertuig" enige vervoermiddel wat deur ander krag as menslike of dierlike krag voortbeweeg word, met inbegrip van 'n trekker, wanneer dit op enige ander plek uitgesonderd binne die grense van die bedryfsinrigting gedryf word, maar omvat dit nie interne gemeganiseerde vervoerders en/of opstapelaars en/of hanteeruitrusting afgesien daarvan of 'n lisensie daarvoor nodig is of nie, en/of motorkarre nie.

73. Leerlingingenieurs en/of goedgekeurde studente:

- (a) Eerste jaar leerlingenskap..... Loon DD
(b) Tweede jaar leerlingenskap..... Loon D
(c) Daarna..... Loon C

Loon per
week

74. Werk van 'n wag..... R20,70
(a) Die gewone werkure mag hoogstens 12 uur per skof per dag in 'n week van ses dae wees.
(b) Indien minder ure gewerk word as wat in (a) hierbo voorgeskryf word, kan die skaal per week eweredig verminder word.

SEKSIE 5

LOONTABEL

Loonindeling	Loon per uur R
Loon A.....	1,90
Loon AA.....	1,53
Na ses maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op die datum van inwerkingtreding van hierdie Ooreenkoms	1,58
Na 12 maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op die datum van inwerkingtreding van hierdie Ooreenkoms	1,64
Loon B.....	1,36
Loon C.....	1,32
Loon D.....	1,27
Loon DD.....	0,95
Loon DDD.....	0,76
Loon E.....	0,68
Loon F.....	0,56
Loon G.....	0,48
Loon H.....	0,45
Loon I.....	0,45

Die loon van R1,90 per uur vir Loon A-werk is nie van toepassing nie op vyfdejaarsvakleerlinge wie se minimum loon R1,65 per uur is vir die duur van die kontrak.

DEEL III

Spesiale voorwaardes van toepassing op werknemers ten opsigte van bedryfsinrigtings wat ingevolge klousule 4 van Deel I deur die Raad onder hierdie Deel geregistreer is

SEKSIE 1

1. WOORDOMSKRYWING

"Ambagsman" beteken 'n werknemer wat 'n leertyd uitgedien het in 'n aangewese bedryf wat deur die Raad erken word as voldoende om so 'n werknemer daarop geregtig te maak om in die Nywerheid te werk, of wat opleiding ontvang het wat deur die Raad as voldoende erken word, en dit sluit 'n anibagsgesel in soos ingevolge artikel 1 (vii) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, omskryf;

"buigmasjien" beteken 'n masjien op 'n voetstuk wat gebruik word om leipype te buig en deur 'n geregistreerde draadwerker of 'n installateur van elektriese leipype vooraf volgens stuiters en/of merke gestel word;

"installeerder van elektriese leipype" beteken 'n werknemer wat die houër is van 'n registrasiesertifikaat uitgereik ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, en wat enigeen van of al die volgende werksaamhede verrig:

- (a) Onder die voortdurende toesig van 'n geregistreerde draadwerker nadat die installasie deur dié persoon uitgelê is—
(i) die installering van leipype;
(ii) die installering en aanheg aan leipype van leë leipyp-toebehore en -bakke;
(b) werk soos onder "arbeider" in hierdie klousule omskryf;

"labourer" means an employee engaged in any or all of the following:

- (a) Bending of conduit with a bending machine;
- (b) loading or unloading materials;
- (c) chasing and cutting of walls and concrete floor for conduits; drilling concrete and brickwork;
- (d) cutting of conduit to marks, threading and reaming thereof;
- (e) digging of holes and planting of poles;
- (f) laying of cables under direct supervision of a registered wireman in trenches, ducts and racks;
- (g) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;
- (h) cleating, including the placing of wires in the cleats: Provided no tensioning is done;
- (i) fitting of light electrical trunking up to medium voltage containing medium and low voltage circuits: Provided no wiring is done;
- (j) operating a trenching machine;
- (k) assisting an artisan, registered wireman and electrical conduit installer wherever necessary;

"learner electrical conduit installer" means an employee registered with the Industrial Council for the purpose of receiving training as an electrical conduit installer and who is the holder of a certificate issued in terms of section 13 of the Electrical Wiremen and Contractors Act, 1939, and who is working under the continuous supervision of a registered wireman. The following conditions shall apply:

- (a) The period of registration shall not exceed 12 months, except as provided for in paragraph (c) below;
- (b) the learner electrical conduit installer shall undertake a qualifying examination for a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939, during the period of registration;
- (c) the period of registration with the Industrial Council may be extended for one further period, not exceeding one year, subject to the approval of the Industrial Council;

"registered wireman" means a wireman registered in terms of section 11 (2) (a) of the Electrical Wiremen and Contractors Act, 1939;

"specialist artisan" means an artisan who is exclusively employed as an armature winder, domestic appliance mechanic, refrigeration mechanic or domestic radio serviceman.

2. ALLOWANCES

(1) *Travelling or subsistence allowances.*—(a) Whenever a job is situated outside a radius of 10 km from the employer's own place of business where the employee is normally required to report, but within the area to which this Agreement relates and the employee can reasonably be said to be able to and does return to his home every day, any time occupied by an employee in proceeding to or from the working site, shall be one way in his own time and the other way during the normal working hours prescribed in clause 5 of Part 1 of this Agreement: Provided that time spent in travelling between jobs during that day shall be in the employer's time.

(b) An employer shall be entitled to provide suitable transport both ways or pay for transport in respect of the said distance at rates laid down by the Council from time to time. The Council shall determine the rates in January and July of each year and such rates shall become effective on the first Friday after 15 January and 15 July of each year.

(c) An employer shall pay any employee entitled to transport allowance as provided for in paragraph (b) at the same time as he is paid his normal remuneration.

(d) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of transport as contemplated by paragraph (b) in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, then such employee shall be paid for every hour travelled outside the ordinary working hours in compliance with such requirement at 50 per cent of his hourly wage.

(e) (i) Where an employee can reasonably be said to be unable to return to his home daily, he shall be entitled to suburban railway fare or second-class main line railway fare to and from the place of work at the beginning and termination of such work, respectively. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned or 75 per cent of his hourly wage for every hour spent in travelling outside the ordinary working hours. Bedding and normal meals on main-line trains, when required, shall be to the account of the employer.

"arbeider" beteken 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:

- (a) Leypype met 'n buigmassien buig;
- (b) materiaal op- of aflaai;
- (c) gleuwe en gate in mure en betonvloere maak vir leypype; beton- en baksteenwerk boor;
- (d) leypype volgens merke sny, skroefdraad daarop insny en dit ruim;
- (e) gate grawe en pale inplant;
- (f) onder regstreekse toesig van 'n geregistreerde draadwerker kables in sote, leidings en rakke lê;
- (g) stroop van oortollige aanlegte en uitrusting in verband daarmee, waarvan toevoerkables verwyder is;
- (h) vasklamp, met inbegrip van die insit van die drade in die klampe: Met dien verstande dat geen spanningswerk gedoen word nie;
- (i) bevestiging van ligte elektriese hooflynkables tot en met medium spanning en wat medium- en laespanningskringe bevat: Met dien verstande dat geen bedrading gedoen word nie;
- (j) 'n loopgraafmassien bedien;
- (k) waar nodig, 'n ambagsman, geregistreerde draadwerker en installeerder van elektriese leypype help;

"leerlinginstalleerder van elektriese leypype" beteken 'n werknemer wat by die Nywerheidsraad geregistreer is met die doel om opleiding as 'n installeerder van elektriese leypype te ontvang en wat die houer is van 'n sertifikaat uitgereik ingevolge artikel 13 van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, en wat onder die voortdurende toesig van 'n geregistreerde draadwerker werk. Die volgende voorwaardes is van toepassing:

- (a) Die registrasietydperk moet hoogstens 12 maande wees, uitgesonderd soos in paragraaf (c) hieronder bepaal;
- (b) gedurende die tydperk van registrasie moet die leerling-installeerder van elektriese leypype 'n kwalifiserende eksamen aflê vir 'n registrasiesertifikaat wat uitgereik word ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939;

(c) onderworpe aan die goedkeuring van die Nywerheidsraad kan die registrasietydperk by die Nywerheidsraad vir een verdere tydperk van hoogstens een jaar verleng word;

"geregistreerde draadwerker" beteken 'n draadwerker wat ingevolge artikel 11 (2) (a) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, geregistreer is;

"Spesialisambagsman" beteken 'n ambagsman wat uitsluitlik die werk verrig van 'n ankerwikkelaar, 'n werktuigkundige vir huishoudelike toestelle, 'n koelkaswerktuigkundige of 'n huishoudelike radiodiensman.

2. TOELAES

(1) *Reis- of verblyftoelaes.*—(a) Wanneer 'n werkplek geleë is buite 'n straal van 10 km vanaf die werkgever se eie besigheidsplek waar die werknemer hom gewoonlik moet aanmeld, maar in 'n gebied waar hierdie Ooreenkoms van toepassing is en daar redelikerwys van die werknemer verwag kan word om elke dag na sy woonplek terug te keer, en hy dit wel doen, moet die tyd wat deur 'n werknemer in beslag geneem word om heen en weer na die werkplek te ry, eenrigting in sy eie tyd wees en die ander rigting tydens die gewone werkure voorgeskryf in klousule 5 van Deel I van hierdie Ooreenkoms wees: Met dien verstande dat die tyd wat gedurende daardie dag bestee word deur tussen werkplekke te reis in die werkgever se tyd moet wees.

(b) 'n Werkgever is daarop geregtig om geskikte vervoer in albei rigtings te verskaf of om vir vervoer ten opsigte van genoemde afstand te betaal teen tariewe wat van tyd tot tyd deur die Raad vasgestel word. Die Raad moet die tariewe in Januarie en Julie van elke jaar bepaal en sodanige tariewe tree op die eerste Vrydag na 15 Januarie en 15 Julie van elke jaar in werking.

(c) 'n Werkgever moet 'n werknemer wat geregtig is op vervoertoelaes soos in paragraaf (b) bepaal, op dieselfde tydstip betaal as dié waarop sy gewone besoldiging betaal word.

(d) Waar daar redelikerwys van 'n werknemer verwag kan word om elke dag na sy woonplek terug te keer maar waar hy verhinder word om die vervoer soos in paragraaf (f) bedoel, te gebruik omdat daar van hom vereis word om hom by sy werkgever se besigheidsplek aan te meld voordat hy na sy werkplek vertrek en/of nadat hy van die dag se werk terugkeer, moet sodanige werknemer vir elke uur reistyd buite die gewone werkure, wat die gevolg van die nakoming van sodanige vereiste is, teen 50 persent van sy uurloon betaal word.

(e) (i) Waar daar nie redelikerwys van 'n werknemer verwag kan word om daagliks na sy woonplek terug te keer nie, is hy geregtig op voorstedelike of tweedeklas-hooflynreisgeld per spoor na en van die werkplek, onderskeidelik aan die begin en beëindiging van sodanige werk. Vir reistyd gedurende die gewone werkure moet daar betaal word teen die uurloon van die betrokke werknemer of 75 persent van sy uurloon vir elke uur wat hy buite die gewone werkure aan reistyd bestee. Wanneer 'n bed of gewone maaltye op hooflyntreine nodig is, moet dit vir die rekening van die werkgever wees.

(ii) Where suitable accommodation is available in proximity to the place of work, this shall be to the employer's account and where such accommodation is not available, employees for whom wages are prescribed under Rate A in Section 2 of this Part, trainees and apprentices shall be paid an allowance of R5 in respect of every night they spend away from home. In the case of all other employees the amount of R5 shall be reduced to R1,50.

(f) Where an employee can reasonably be said to be able to proceed to his home at the weekend and return by the ordinary starting time on Monday, or Tuesday if Monday is a public holiday as defined in clause 13 of Part I of this Agreement, he shall be entitled to second-class return rail fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employee shall not be entitled to any remuneration in respect of the time spent in travelling during such week-ends.

(2) *Mortuary allowance.*—When an employee performs work in a mortuary or cold chamber attached to an undertaker's establishment, provided that such mortuary or cold chamber is being used for its normal purpose, he shall be entitled, in addition to any other remuneration to which he is entitled in terms of this Agreement, to an amount of R1 in respect of each establishment worked in: Provided however, that when the execution of his work requires him to return to any establishment on the same day as the work was commenced, he shall not be entitled to any further allowance in respect of such return visit.

(3) *Height allowance.*—When an employee other than an employee expressly engaged for such work performs work on the outside of completed buildings and or structures above a clear fall of 6 m as requires the use of a swinging scaffold or boatswain's chair he shall be entitled in addition to any other remuneration to which he is entitled in terms of this Agreement to an amount of 8 per cent of his basic hourly rate, in respect of each hour or part of an hour during which he is so employed.

3. LEAVE PAY

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

(2) Leave payments of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the leave becoming due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

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

(a) The qualification for the paid leave (whether worked for one or more employer) shall be 288 shifts, exclusive of overtime, actually worked on a six-day basis, or 238 shifts, exclusive of overtime, actually worked on a five-day week basis: Provided that—

(i) except as is otherwise provided for in proviso (ii), employment with the same employer for less than 70 shifts on a six-day week basis or 60 shifts on a five-day week basis, as the case may be, shall not count for the paid leave.

[An employee whose employment is terminated and who is aggrieved by the application to him of the provisions of proviso (i) 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.];

(ii) when, in the case of employees employed in marine work and/or turnaround work, the employment is terminated by the employee, employment with the same employer for less than 70 shifts on a six-day week basis or 60 shifts on a five-day week basis, as the case may be, shall not count for the paid leave, but where the employment is terminated by the employer all shifts worked or allowed in terms of proviso (iii) hereof shall count for the paid leave;

(iii) periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis, as the case may be, in anyone qualifying period for the paid leave, shall count for the paid leave: Provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes if such accident has been

(ii) Waar geskikte huisvesting naby die werkplek beskikbaar is, moet dit vir rekening van die werkgewer wees, en waar sodanige huisvesting nie beskikbaar is nie, moet werknemers vir wie lone onder Loon A in Seksie 2 van hierdie Deel voorgeskrif word, kwekelinge en vakleerlinge 'n toelae van R5 ten opsigte van elke nag weg van die huis betaal word. In die geval van alle ander werknemers moet die bedrag van R5 na R1,50 verminder word.

(f) Waar daar redelikerwyse van 'n werknemer verwag kan word om gedurende die naweek na sy woonplek terug te keer en teen die gewone aanvangstyd op Maandag, of Dinsdag indien Maandag 'n openbare vakansiedag is soos omskryf in klousule 13 van Deel I van hierdie Ooreenkoms, weer by sy werk terug te wees, is hy geregtig op die koste van 'n spoorwegreterkaartjie (tweede klas) gedurende sodanige naweke, maar geen bedrag word in plaas van sodanige reisgeld betaal indien die reis nie onderneem word nie. 'n Werknemer is nie op enige besoldiging ten opsigte van reistyd gedurende sodanige naweke geregtig nie.

(2) *Lykhuistoelae.*—Wanneer 'n werknemer werk verrig in 'n lykhuis of koelkamer verbonde aan 'n begrafnisondernemer se bedryfsinrigting, is hy, nits sodanige lykhuis of koelkamer vir sy gewone doel gebruik word, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van R1 ten opsigte van elke bedryfsinrigting waarin hy werk: Met dien verstande egter dat, wanneer die uitvoering van sy werk van hom vereis om op dieselfde dag as dié waarop die werk begin is, na 'n bedryfsinrigting terug te keer, hy nie op 'n verdere toelae vir sodanige herbesoek geregtig is nie.

(3) *Hoogtetoelae.*—Wanneer 'n werknemer, uitgesonderd 'n werknemer wat uitdruklik vir werk in diens geneem is, werk aan die buitekant van bestaande geboue en/of strukture verrig bokant 'n onversperde val van 6 m, wat die gebruik van 'n hangsteier of 'n bootsmanstoel vereis, is hy, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van agt persent van sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy sodanige werk verrig.

3. VERLOFBESOLDIGING

(1) Behalwe in die geval van werknemers wat aansporingsbonuswerk verrig, moet die verlofbesoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, bereken word teen die uurloon soos in hierdie Ooreenkoms omskryf wat die werknemer ontvang op die datum van kwalifisering vir sy verlof met besoldiging.

(2) Die verlofbesoldiging van werknemers wat aansporingsbonuswerk verrig, moet bereken word volgens die gemiddelde weeklikse verdienste, uitgesonderd oortydverdienste, oor die laaste drie maande wat hulle werklik aan aansporingsbonuswerk gewerk het voordat die verlof aan hulle verskuldig geword het of oor die getal weke werklik gewerk gedurende die tydperk waarin aansporingsbonuswerk verrig is, naamlik die kortste tydperk.

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

(a) Die kwalifikasie vir die verlof met besoldiging (afgesien daarvan of die werknemer vir een of meer werkgewers gewerk het) is 288 skofte, oortydwerk uitgesonderd, werklik gewerk op 'n grondslag van ses werkdag per week, of 238 skofte, oortydwerk uitgesonderd, werklik gewerk op 'n grondslag van vyf werkdag per week: Met dien verstande dat—

(i) behoudens andersluidende bepalings in voorbehoudsbepaling (ii), diens by dieselfde werkgewer vir minder as 70 skofte op 'n grondslag van ses werkdag per week of 60 skofte op 'n grondslag van vyf werkdag per week, na gelang van die geval, nie vir verlof met besoldiging tel nie.

['n Werknemer wie se diens beëindig word of wat gegrief voel deur die toepassing op hom van voorbehoudsbepaling (i), kan by die Raad teen die besluit appél aanteken, en die Raad kan, ná oorweging van die redes wat vir sodanige besluit voorgelê word, dié besluit bekragtig of sodanige ander besluit neem as wat na sy mening in dié geval geneem behoort te gewees het.];

(ii) wanneer 'n werknemer wat skooptwerk en/of omkeerwerk verrig, sy diens beëindig, diens by dieselfde werkgewer vir minder as 70 skofte op 'n grondslag van ses werkdag per week of 60 skofte op 'n grondslag van vyf dae per week, na gelang van die geval, nie vir verlof met besoldiging tel nie, maar waar die diens deur die werkgewer beëindig word, moet alle skofte gewerk en/of toegelaat ingevolge voorbehoudsbepaling (iii) hiervan vir verlof met besoldiging tel;

(iii) tydperke van afwesigheid weens siekte, wat hoogstens 52 skofte op 'n grondslag van ses werkdag per week of 43 skofte op 'n grondslag van vyf werkdag per week, na gelang van die geval, beloop in 'n bepaalde kwalifiserende tydperk vir verlof met besoldiging, vir verlof met besoldiging tel: Met dien verstande dat 'n werkgewer daarop geregtig is om 'n mediese sertifikaat as bewys van die rede vir sy afwesigheid van die werknemer te eis. Tydperke van afwesigheid weens 'n ongeval wat uit 'n werknemer se diens ontstaan en in

admitted as falling within the provisions of the Workmen's Compensation Act, 1941, and the periods of absence counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act;

(iv) if notification of such absence is given by the employer in writing to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth shifts on a five-day week basis, as the case may be, worked towards his paid leave qualification, with a maximum penalty in any one qualifying period for the paid leave of 60 shifts on a six-day week basis or 50 shifts on a five-day week basis, as the case may be.

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

(c) Should either New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant, Christmas Day or Boxing Day fall within the period of leave, the leave period shall be extended by one day with full pay for each such day.

(d) Should an employee who is required by his employer to work away from his usual place of work be about to take his paid leave, the leave shall, provided the employee returns to his place of work, commence and terminate at the place of work of that employee.

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

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

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

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

(4) (a) When an employee is about to take his paid leave, the moneys payable to him for the purpose thereof shall, save as provided in clause 9bis (6) of Part I, be paid to him in cash by his employer on his ceasing work to go on holiday.

(b) The employer shall, at the time of making payment referred to in paragraph (a) and in clauses 4 and 5 of this section, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(5) (a) When the employment of an employee terminates before he becomes entitled to paid leave in terms of subclause (3), he shall, according to whether the establishment works a six-day week or a five-day week, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes.

The employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Council the money equivalent of the leave bonus to which the employee is so entitled, computed as provided for in subclause (1) or subclause (2), whichever is applicable, less any deduction compelled by law for income tax.

(b) Drivers, labourers and watchmen shall be paid the money equivalent of the pro rata leave pay on termination of employment.

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

(a) not more than four months of any one unbroken period of military training which an employee undergoes in pursuance of the Defence Act, 1957;

(b) shifts which would normally have been worked during periods of absence on the additional week's paid leave or accumulation thereof in terms of clause 4 (1) of this Section.

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

die loop daarvan plaasvind, tel vir verlofdoeleindes as sodanige ongeval erken is as 'n ongeval binne die bestek van die Ongevallewet, 1941, en die tydperke van afwesigheid wat vir doeleindes van verlof met besoldiging tel, is die tydperke van arbeidsongeskiktheid wat ooreenkomstig genoemde Wet erken word;

(iv) mits die werkgewer die Raad binne sewe dae na sodanige afwesigheid skriftelik van sodanige afwesigheid in kennis stel, 'n werknemer wat van sy werk af wegbly, sonder 'n grondige rede wat vir sy werkgewer aanneemlik is, ten opsigte van elke skof wat hy gedurende sodanige afwesigheid nie gewerk het nie, vyf skofte op 'n grondslag van ses werkdag per week of vier en een sesde skofte op 'n grondslag van vyf werkdag per week, na gelang van die geval, wat hy ter kwalifisering vir sy verlof met besoldiging gewerk het, verbeur met 'n maksimum verbeuring in een kwalifiserende tydperk vir verlof met besoldiging, van 60 skofte op 'n grondslag van ses werksdag per week of 50 skofte op 'n grondslag van vyf werkdag per week, na gelang van die geval.

(b) Die verlof moet vier naweke insluit en uit een ononderbroke tydperk bestaan.

(c) Indien Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Gelofte dag, Kersdag of Gesinsdag binne die verloftydperk val, moet die verloftydperk te nopsigte van elke sodanige dag met een dag met volle besoldiging verleng word.

(d) Indien 'n werknemer van wie sy werkgewer vereis dat hy op 'n ander plek as sy gewone werkplek moet werk, op die punt staan om sy verlof met besoldiging te neem, begin en eindig die verlof op die gewone werkplek van daardie werknemer mits die werknemer na sy gewone werkplek terugkeer.

(e) 'n Werknemer moet binne 'n maand ná die datum waarop hy daarop geregtig word, aansoek om die verlof doen.

(f) Die werkgewer moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het.

(g) 'n Werknemer is geregtig op sy verlof, en moet dit neem, binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het, tensy vrystelling deur die Raad verleen word.

(h) Geen werknemer mag gedurende sy verloftydperk diens vir eie gewin verrig nie.

(4) (a) Wanneer 'n werknemer op die punt staan om sy verlof met besoldiging te neem, moet sy werkgewer die geld wat vir die doel daarvan aan hom verskuldig is, behoudens klousule 9 bis (6) van Deel 1, in kontant aan hom betaal sodra hy ophou om te werk met die doel om met verlof te gaan.

(b) Die werkgewer moet, wanneer hy die werknemer betaal soos in paragraaf (a) en in klousules 4 en 5 van hierdie Seksie bedoel, aan die Raad 'n verlofbesoldigings- en bonuskwitaansie stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening bevat as kwitaansie vir die besoldiging.

(5) (a) Wanneer 'n werknemer se diens beëindig word voordat hy op verlof met besoldiging ingevolge subklousule (3) geregtig geword het, moet aan hom, na gelang die bedryfs- inrigting ses of vyf dae per week werk, 'n bewysstuk verskaf word wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en waarin die getal skofte wat vir verlofdoeleindes tel, uiteengesit word.

Die werknemer moet die bewysstuk ontvang op die tydstip wanneer hy uit die werkgewer se diens tree, en die werkgewer moet onmiddellik aan die Sekretaris van die Raad die geldelike kwitaansie stuur, van die verlof waarop die werknemer aldus geregtig is, bereken soos in subklousule (1) of subklousule (2) voorgeskryf, naamlik die een wat van toepassing is, min alle aftrekkings wat regtens vir inkomstebelasting verpligtend is.

(b) Drywers, arbeiders en wagtende moet by diensbeëindiging die geldelike kwitaansie van die pro rata-verlofbesoldiging betaal word.

(6) Behoudens andersluidende bepalinge hierin, word diens vir die toepassing van hierdie klousule geag te begin met ingang van die datum waarop 'n werknemer by die werkgewer in diens tree of die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en sluit dit in—

(a) hoogstens vier maande van 'n bepaalde ononderbroke tydperk van militêre opleiding wat die werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(b) skofte wat gewoonlik gewerk sou gewees het gedurende tydperke wat werknemers afwesig is omdat die addisionele week se verlof met besoldiging of 'n ophoping daarvan ingevolge klousule 4 (1) van hierdie Seksie aan hulle toegestaan is.

(7) Die Raad kan ten bate van werknemers wat die Nywerheid verlaat wederkerige reëlins met 'n ander nywerheid tref vir die uitruiling van verlofbewysstukke.

4. ADDITIONAL PAID LEAVE

(1) Subject to subclause (3), an employee qualifying after the date of coming into operation of this Agreement for his fifth or subsequent consecutive paid leave deriving from continuous employment with the same employer as provided for in terms of clause 3 (3) of this Section shall at that date and each year thereafter, whilst in the employ of the same employer, be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and the employee—

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

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

(2) Whenever the employer and the employee come to the arrangement provided for in subclause (1) (ii) and the employee has qualified for three such extra weeks' paid leave (hereinafter referred to as "the accumulated paid leave"), the employer shall grant and the employee shall take the accumulated paid leave when he is given and takes the paid leave provided for in clause 3 (3) of this Section unless, as may be, the employer and the employee agree to the accumulated paid leave being taken at a different time: Provided that the employer shall in any case enable the employee to take the accumulated paid leave in the period before he next qualifies for paid leave, and if the employee fails to take the accumulated paid leave within such period, his title thereto shall cease.

(3) Where an employee qualifying for his fifth paid leave in terms of subclause (1) was in the employ of the employer concerned for part only of the qualifying period of the first paid leave, he shall be entitled to a proportion of the extra week's paid leave or the equivalent value thereof pro rata to the leave qualification completed with that employer in respect of the first paid leave. On qualification for any subsequent consecutive paid leave the provisions of subclauses (1) and (2) shall *mutatis mutandis* apply.

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

(5) The provisions of this clause shall not apply to an apprentice and/or trainee regardless of his period of service with the same employer.

5. LEAVE BONUS

For the purposes of this clause—

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

(1) Whenever an employee to whom this subclause applies qualifies for and takes his paid leave after the date of coming into operation of the 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, in accordance with the schedule hereunder:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth leave cycle	Fifth or more leave cycles
	R	R	R	R	R
Registered wireman and specialist artisan.....	140,00	140,00	180,00	200,00	200,00
Artisan.....	70,00	70,00	90,00	100,00	100,00
Labourer.....	25,00	30,00	35,00	40,00	40,00
Driver.....	25,00	30,00	35,00	40,00	40,00
Rates D and DDD....	50,00	50,00	75,00	90,00	90,00
Learner electrical conduit installer.....	42,00	—	—	—	—
Electrical conduit installer.....	57,00	77,00	77,00	99,00	110,00

4. ADDISIONELE VERLOF MET BESOLDIGING

(1) Behoudens subklousule (3), is 'n werknemer wat ná die datum van inwerkingtreding van hierdie Ooreenkoms vir sy vyfde of daaropvolgende agtereenvolgende verlof met besoldiging kwalifiseer uit hoofde van sy ononderbroke diens by dieselfde werkgever soos in klousule 3 (3) van hierdie Seksie bepaal, op daardie datum en elke jaar daarna terwyl hy in die diens van dieselfde werkgever is, geregtig op 'n ekstra week verlof met besoldiging soos wat dit die werkgever pas, of op die ekwivalente waarde daarvan: Met dien verstande dat die werkgever en die werknemer onderling kan ooreenkom dat—

(i) die verlof met besoldiging soos in klousule 3 (3) van hierdie Seksie bedoel met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof met ingang van die kwalifiserende jaar uitgestel en deur die werknemer opgehoop kan word totdat hy vir drie sodanige ekstra weke verlof met besoldiging kwalifiseer.

(2) Wanneer die werkgever en die werknemer tot 'n ooreenkoms geraak soos in subklousule (1) (ii) bepaal en die werknemer vir drie sodanige ekstra weke verlof met besoldiging (hieronder die "opgehoopte verlof" genoem) gekwalifiseer het, moet die werkgever die opgehoopte verlof met besoldiging toestaan en moet die werknemer dit neem wanneer die verlof met besoldiging waarvoor daar in klousule 3 (3) van hierdie Seksie voorsiening gemaak word, aan hom toegestaan word, en hy dit neem, tensy—soos wel kan gebeur—die werkgever en die werknemer ooreengekom het dat die opgehoopte verlof op 'n ander tyd geneem word: Met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgehoopte verlof met besoldiging te neem in die tydperk voor hy vir sy volgende verlof met besoldiging kwalifiseer en as die werknemer versuim om die opgehoopte verlof met besoldiging binne sodanige tydperk te neem, vervall sy reg daarop.

(3) Wanneer 'n werknemer wat vir sy vyfde verlof met besoldiging ooreenkomstig subklousule (1) kwalifiseer, slegs 'n gedeelte van die kwalifiserende tydperk van die eerste verlof met besoldiging by die betrokke werkgever in diens was, is hy geregtig op 'n gedeelte van die ekstra week verlof met besoldiging of die ekwivalente waarde daarvan, in verhouding tot die verlofkwalifikasie wat hy ten opsigte van die eerste verlof met besoldiging by daardie werkgever voltooi het. By kwalifisering vir latere agtereenvolgende verlof met besoldiging, is subklousules (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) By die beëindiging van die diens van 'n werknemer wat geregtig geword het op die addisionele verlof met besoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, maar nog nie die ekwivalente waarde daarvan ontvang het nie, moet die werknemer betaal word vir dié ekstra verlof met besoldiging waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

(5) Hierdie klousule is nie van toepassing op 'n vakleerling en/of kwekeling nie, ongeag sy dienstydsperk by dieselfde werkgever.

5. VERLOFBONUS

Vir die toepassing van hierdie klousule beteken—

"verlofkwalifikasie" die kwalifikasie vir die verlof met besoldiging in klousule 3 van hierdie Seksie voorgeskryf en het die uitdrukking "verlofsiklus" dieselfde betekenis.

(1) Waar 'n werknemer op wie hierdie subklousule van toepassing is na die datum van inwerkingtreding van hierdie Ooreenkoms vir sy verlof met besoldiging kwalifiseer en dit neem, moet hy terselfdertyd 'n verlofbonus betaal word, bereken volgens die getal agtereenvolgende verlofsiklusse wat op die datum van kwalifikasie vir sy verlof met besoldiging by dieselfde werkgever voltooi is, of 'n bedrag in verhouding tot die tydperk vanaf die datum van indiensneming in die geval van 'n werknemer wat vir sy eerste verlof met besoldiging in 'n werkgever se diens kwalifiseer, ooreenkomstig die volgende tabel:

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde verlofsiklus	Vyfde of latere verlofsiklus
	R	R	R	R	R
Geregistreeerde draadwerker en spesialisambagsman.....	140,00	140,00	180,00	200,00	200,00
Ambagsman.....	70,00	70,00	90,00	100,00	100,00
Arbeider.....	25,00	30,00	35,00	40,00	40,00
Drywer.....	25,00	30,00	35,00	40,00	40,00
Lone D en DDD.....	50,00	50,00	75,00	90,00	90,00
Leerlinginstalleerder van elektriese leipype.....	42,00	—	—	—	—
Installeerder van elektriese leipype.....	57,00	77,00	77,00	99,00	110,00

(2) Notwithstanding the provisions of subclause (1), an artisan who at the date of commencement of this Agreement was in receipt of a leave bonus higher than that prescribed in the said subclause (1) shall, whilst he remains in the employ of the same employer, continue to receive such higher bonus: Provided that this subclause shall only be applicable to an artisan who can satisfy his employer that—

(i) he has registered with the Electrical Wiremen's Registration Board established in terms of section 2 of the Electrical Wiremen and Contractors Act, 1939, to sit the Board's examination for wiremen, or

(ii) he is the holder of a provisional certificate issued in terms of section 13 (1) of the Electrical Wiremen and Contractors Act, 1939, or

(iii) he has presented himself for the said examination on the first possible date specified by the Board.

(3) *Apprentices.*—The provisions of subclause (1) shall not apply to apprentices who at the same time as they are paid their leave pay shall be paid a leave bonus as follows:

A leave bonus calculated at date of qualification for the paid leave in first, second, third, fourth and fifth years of apprenticeship:

	R
First year leave qualification.....	80,00
Second year leave qualification.....	97,00
Third year leave qualification.....	113,00
Fourth year leave qualification.....	130,00
Fifth year leave qualification.....	175,00

Shifts or periods of absence which count for leave purposes in terms of clause 3 (3) (a) (iii) of this Section shall count for the purpose of the qualification for the leave bonus.

(4) (a) Whenever the employment of an employee terminates before he becomes entitled to paid leave the employee shall be credited with the proportionate number of shifts worked. The employer shall furnish the employee at the time he leaves his service, with a voucher setting out the number of shifts which count towards the leave bonus and immediately forward to the Secretary of the Council the money equivalent of the leave bonus to which the employee is so entitled computed at the hourly rate of the employee at the time, less any deduction compelled by law for income tax.

(b) Drivers and labourers shall be paid the money equivalent of the pro rata leave bonus on termination of employment.

6. DISPOSAL OF LEAVE PAY AND LEAVE BONUS

(1) 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 and leave bonus, shall be payable to his estate or himself, as the case may be.

(2) After not less than 49 weeks have elapsed, reckoned from the date upon which the period of employment covered by the vouchers commenced, any employee who has been furnished with a voucher in terms of clauses 3 (5) and 5 (4) of this Section, and who produces documentary evidence that he is no longer employed in the industry, shall be entitled, subject to clause 30 of Part I of this Agreement, on presenting the voucher to the Council, to payment of any unpaid balance standing to his credit on the books of the Council.

7. SERVICE BONUS

(1) Every registered wireman and specialist artisan shall be paid a service bonus of R150 after every year of service with the same employer whenever he qualifies for leave in terms of clause 3 (3) of this Section and such bonus shall be paid at the same time as his leave pay is paid.

(2) All electrical conduit installers for whom wages are prescribed in clause 1 (3) (a) of Section 3 shall, under the same conditions, be paid 55 per cent of the service bonus prescribed in subclause (1).

(3) All electrical conduit installers for whom wages are prescribed in clause 1 (3) (b) of Section 3 shall, under the same conditions, be paid 75 per cent of the service bonus prescribed in subclause (2).

(4) If an employee referred to in subclause (2) leaves an employer or his employment is terminated by his employer after having served nine months or more of that year with that same employer he may appeal to the Council for a pro rata share of his service bonus to be paid to him by the employer. In such case it shall be entirely at the discretion of the Council whether or not the employee be paid his pro rata service bonus.

(2) Ondanks subklousule (1), moet 'n ambagsman wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër verlofbonus ontvang het as wat in genoemde subklousule (1) voorgeskryf word, terwyl hy in die diens van dieselfde werkgever bly, sodanige hoër bonus bly ontvang: Met dien verstande dat hierdie subklousule van toepassing is slegs op 'n ambagsman wat sy werkgever kan oortuig dat—

(i) hy kragtens artikel 2 van die Wet op Elektrotegniese Draadwerkers en Aannemers 1939 by die Registrasieraad vir Elektrotegniese Draadwerkers geregistreer het om die Raad se eksamen vir draadwerkers of te lê, of

(ii) hy die houer is van 'n voorlopige sertifikaat uitgereik kragtens artikel 13 (1) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, of

(iii) hy hom op die eerste moontlike datum vir genoemde eksamen aangemeld het by die Raad.

(3) *Vakleerlinge.*—Subklousule (1) is nie van toepassing nie op vakleerlinge wat, wanneer hulle hul verlofbesoldiging betaal word, terselfdertyd die volgende verlofbonus betaal moet word:

'n Verlofbonus, bereken op die datum van kwalifisering vir die verlof met besoldiging in die eerste, tweede, derde, vierde en vyfde leerjare:

	R
Eerste jaar verlof kwalifikasie.....	80,00
Tweede jaar verlof kwalifikasie.....	97,00
Derde jaar verlof kwalifikasie.....	113,00
Vierde jaar verlof kwalifikasie.....	130,00
Vyfde jaar verlof kwalifikasie.....	175,00

Skofte of tydperke van afwesigheid wat ingevolge klousule 3 (3) (a) (iii) van hierdie Seksie vir verlofdoeleindes tel, tel ook vir kwalifikasie vir die verlofbonus.

(4) (a) As 'n werknemer se diens beëindig word voordat hy op verlof met besoldiging geregtig word, moet hy gekrediteer word met die eweredige getal skofte wat hy gewerk het. Die werkgever moet aan die werknemer wanneer hy uit sy diens tree 'n bewysstuk verskaf waarin die getal skofte wat vir sy verlofbonus tel, aangegee word, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent stuur van die verlofbonus waarop die werknemer aldus geregtig is, bereken teen die uurloon van die werknemer op daardie datum, min alle aftrekkings wat regtens vir inkomstebelasting verpligtend is.

(b) Drywers en arbeiders moet die geldekwivalent van die pro rata-verlofbonus by diensbeëindiging betaal word.

6. BESIKKING OOR VERLOFBESOLDIGING EN VERLOFBONUS

(1) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om sy werk voort te sit, moet die bedrag wat ten opsigte van verlofbesoldiging en verlofbonus verskuldig is, aan sy boedel of aan homself, na gelang van die geval, betaal word.

(2) Ná verloop van minstens 49 weke, gereken vanaf die datum waarop die dienstdaag begin het wat deur die bewysstukke gedek word, is 'n werknemer aan wie 'n bewysstuk ingevolge klousules 3 (5) en 5 (4) van hierdie Seksie verskaf is en wat dokumentêre bewys lewer dat hy nie meer in diens van die Nywerheid is nie, by voorlegging van die bewysstuk aan die Raad en behoudens klousule 30 van Deel 1 van hierdie Ooreenkoms, geregtig op betaling van enige onbetaalde balans wat in die Raad se boeke uit sy krediet staan.

7. DIENSBONUS

(1) Elke geregistreerde draadwerker en spesialisambagsman moet na elke diensjaar by dieselfde werkgever 'n diensbonus van R150 betaal word wanneer hy vir verlof ingevolge klousule 3 (3) van hierdie Seksie kwalifiseer, en sodanige bonus moet betaal word op dieselfde tyd as dié waarop sy verlofbesoldiging betaal word.

(2) Alle installeerders van elektriese leipype vir wie lone in klousule 1 (3) (a) van Seksie 3 voorgeskryf word, moet onder dieselfde omstandighede 55 persent betaal word van die diensbonus in subklousule (1) voorgeskryf.

(3) Alle installeerders van elektriese leipype vir wie lone in klousule 1 (3) (b) van Seksie 3 voorgeskryf word, moet onder dieselfde omstandighede 75 persent betaal word van die diensbonus in subklousule (2) voorgeskryf.

(4) As 'n werknemer in subklousule (2) bedoel 'n werkgever verlaat of sy diens deur sy werkgever beëindig word na dat hy nege maande of meer van daardie jaar by dieselfde werkgever in diens was, kan hy na die Raad appelleer om betaling deur sy werkgever van 'n pro rata-gedeelte van sy diensbonus. In so 'n geval moet die betaling of nie van sy pro rata-diensbonus geheel en al na goedgee van die Raad geskied.

8. RESPONSIBILITY

No registered wiremen, specialist artisan, artisan, apprentice, electrical conduit installer or trainee shall require or permit any labourer working under his control or supervision, to perform any work other than that specified in the definition of "labourer" in this Agreement.

9. RATIO OF OTHER EMPLOYEES TO JOURNEYMEN

(1) The number of labourers employed by an employer shall at no time exceed the following:

(a) Where one registered wireman, specialist artisan or artisan is employed—two labourers;

(b) where two registered wiremen and/or specialist artisans and/or artisans are employed—three labourers;

(c) where three or more registered wireman and/or specialist artisans and/or artisans are employed no ratio shall apply.

(2) (a) An employer employing three or more registered wiremen may employ one electrical conduit installer for each registered wireman in his employ: Provided that the electrical conduit installer is registered as such with the Council.

(b) Notwithstanding the provisions of paragraph (a), an employer who employs less than three registered wiremen may apply to the Council to employ an electrical conduit installer.

(3) Working partners and/or owners and/or working directors who are registered wiremen, specialist artisans or artisans as defined in this Agreement shall be recognised as registered wiremen, specialist artisans or artisans respectively for the purposes of subclause (1).

(4) Working partners and/or owners and/or working directors who are registered wiremen as defined in this Agreement shall be recognised as registered wiremen for the purposes of subclause (2).

10. INSURANCE OF TOOLS

(1) Every employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of artisans, specialist artisans and registered wiremen in his employ against the loss or destruction or damage of the tools through fire or theft whilst on the employer's premises. The maximum cover under this clause shall be R300 per employee stated herein: Provided that 10 per cent of any loss or damages for which payment is claimed shall be borne by the employee: Provided further than an employer shall not become obliged to supply insurance cover for the purposes of this clause unless the employee concerned submits satisfactory proof to his employer that he is in possession of a tool kit as prescribed by the Council from time to time.

(2) The employer shall, where such tools are necessary, provide pipe vices, benders, screwing tackle such as stocks, dies and taps, reamers, wood chisels, drills, hacksaw blades, large hammers, chisels for chasing concrete, files, key hole saws, electric drills, chassis punches and geyser spanners and the employer shall replace all worn cutting tools: Provided that such tools remain the property of the employer. The employee shall exercise due care in the use and storage of tools provided by his employer.

11. THE NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) Every employer shall, subject to the provisions of subclause (2), contribute to the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (South Africa) and hereinafter referred to as the "Development Fund"], an amount of 12c per week in respect of each employee classified as a Rate A employee in Section 3, for the purpose of implementing the objects set forth in the constitution of the Development Fund.

(2) (a) Where an employee is employed by two or more employers during the same week the payment for that week shall be made by the employer by whom he was first employed during the week for not less than eight hours.

(b) No payment shall be made by an employer in respect of an employee who works less than eight hours for him during any week from Monday to Friday (inclusive).

(3) Every employer shall forward the contributions payable in terms of subclause (1), together with the form prescribed by the Council, to the Secretary of the Council not later than the seventh day of each month following that in respect of which the payments are made.

8. VERANTWOORDELIKHEID

Geen geregistreerde draadwerker, spesialisambagsman, ambagsman, vakleerling, installeerder van elektriese leipype of kwekeling mag van 'n arbeider wat onder sy beheer of toesig werk, vereis of hom toelaat om enige ander werk te verrig as dié wat in die omskrywing van "arbeider" in hierdie Ooreenkoms gespesifiseer word nie.

9. GETALSVERHOUDING TUSSEN ANDER WERKNEMERS EN VAKMANNE

(1) Die getal arbeiders wat 'n werkgever in diens neem, mag nooit meer wees nie as—

(a) waar een geregistreerde draadwerker, spesialisambagsman of ambagsman in diens is—twee arbeiders;

(b) waar twee geregistreerde draadwerkers en/of spesialisambagsmanne en/of ambagsmanne in diens is—drie arbeiders;

(c) waar drie of meer geregistreerde draadwerkers en/of spesialisambagsmanne en/of ambagsmanne in diens is, is geen getalsverhouding van toepassing nie.

(2) (a) 'n Werkgever wat drie of meer geregistreerde draadwerkers in diens het, kan een installeerder van elektriese leipype in diens neem vir elke geregistreerde draadwerker in sy diens: Met dien verstande dat die installeerder van elektriese leipype as sodanig by die Raad geregistreer is.

(b) Ondanks paragraaf (a), mag 'n werkgever wat minder as drie geregistreerde draadwerkers in diens het aansoek doen by die Raad om 'n installeerder van elektriese leipype in diens te neem.

(3) Vir die toepassing van subklousule (1), moet werkende vennote en/of eienaars en/of werkende direkteurs wat geregistreerde draadwerkers, spesialisambagsmanne of ambagsmanne is soos in hierdie Ooreenkoms omskryf, onderskeidelik as geregistreerde draadwerkers, spesialisambagsmanne of ambagsmanne beskou word.

(4) Vir die toepassing van subklousule (2), moet werkende vennote en/of eienaars en/of werkende direkteurs wat geregistreerde draadwerkers is soos in hierdie Ooreenkoms omskryf, as geregistreerde draadwerkers beskou word.

10. VERSEKERING VAN GEREEDSKAP

(1) Elke werkgever moet 'n assuransiëpolis by 'n geregistreerde versekeringsmaatskappy uitneem om die gereedskap wat die private eiendom van ambagsmanne, spesialisambagsmanne en geregistreerde draadwerkers in sy diens is, teen die verlies of vernietiging of beskadiging daarvan weens brand of diefstal op die perseel van die werkgever te verseker. Die maksimum dekking ingevolge hierdie klousule is R300 per werknemer hierin genoem: Met dien verstande dat die werknemer self 10 persent van enige verlies of skade waarvoor betaling geëis word, moet dra: Voorts met dien verstande dat die werkgever nie verplig mag word om versekeringsdekking vir die toepassing van hierdie klousule te verskaf nie tensy die betrokke werknemer bevredigende bewys aan sy werkgever lewer dat hy in besit is van 'n gereedskapstel soos van tyd tot tyd deur die Raad voorgeskryf.

(2) Die werkgever moet, waar sodanige gereedskap nodig is, pypskroewe, buiers, draadsnygereedskap soos stokke, snymoere en snytappe, ruimers, houtbeitels, bore, ystersaaglemme, groot hamers, beitels vir dryfbeton, vyle, sleutelgatsaie, elektriese bore, onderstelponse en geisermoersleutels verskaf en alle verslyte snygereedskap vervang: Met dien verstande dat dié gereedskap die eiendom van die werkgever bly. Die werknemer moet die nodige versigtigheid aan die dag lê by die gebruik en opberging van die gereedskap wat sy werkgever verskaf het.

11. DIE NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Behoudens subklousule (2), moet elke werkgever 'n bedrag van 12c per week ten opsigte van elke werknemer wat as 'n Loon A-werknemer in Seksie 3 ingedeel is, bydra tot die Nasionale Ontwikkelingsfonds vir die Bounywerheid [ingestel deur die Federasie van Bounywerhede (Suid-Afrika) en hierna die "Ontwikkelingsfonds" genoem], met die doel om die oogmerke van die Ontwikkelingsfonds soos in die konstitusie daarvan uiteengesit, te verwesenlik.

(2) (a) Waar 'n werknemer deur twee of meer werkgevers gedurende dieselfde week in diens geneem word, moet die bedrag vir daardie week betaal word deur die werkgever by wie hy die eerste gedurende daardie week minstens agt uur in diens was.

(b) Geen bedrag moet deur 'n werkgever ten opsigte van 'n werknemer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir hom gewerk het, betaal word nie.

(3) Elke werkgever moet voor of op die sewende dag van elke maand wat volg op die een ten opsigte waarvan die geld inbetaal word die bydraes betaalbaar ingevolge subklousule (1) saam met die vorm deur die Raad voorgeskryf aan die Sekretaris van die Raad stuur.

(4) The Council shall each month pay over to the Development Fund the total amount of contributions collected in terms of subclause (1) of this clause less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(5) A copy of the constitution of the Development Fund and of any amendments thereto shall be lodged with the Council and the Secretary of Labour.

(6) True copies of the audited statement of revenue and expenditure and balance sheet of the Development Fund, countersigned by the Chairman of the Development Fund, and of the auditor's report thereon shall be tabled at the first meeting of the Council after receipt thereof.

(7) A partner or working employer who is an artisan or registered wireman shall be deemed to be an employee in respect of whom contributions are required to be made in terms of subclause (1).

12. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) Every employer shall contribute to the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (South Africa) and hereinafter referred to as the "Training Fund"] an amount of 50c per week in respect of each artisan and registered wireman employed by him, and 10c per week for every other employee for whom wages are prescribed in Section 3 for the purpose of implementing the objects set forth in the constitution of the Training Fund.

(2) The provisions of clause 11 (2) to (7), inclusive, shall *mutatis mutandis* apply to this clause.

13. EMPLOYER GUARANTEE

(1) Every employer who has in his employ the following categories of employees shall deposit with the Council the amounts given against each category in respect of every employee in each category:

	Each R
(a) Registered wireman.....	500
(b) Specialist artisan.....	500
(c) Artisan.....	400
(d) Electrical conduit installer.....	275
(e) Driver.....	100
(f) Labourer.....	60

(2) The amounts paid to the Council in terms of subclause (1) shall be deposited in a separate account and may be invested by the Council in paid-up shares, fixed deposits or saving accounts with any bank or building society. Interest derived from such investments shall accrue to the employer.

(3) The purpose of the deposit with the Council is to pay to the employees in whole or in part wages and the money equivalent of any leave pay, leave bonus and service bonus entitlement in cases where such moneys or part thereof would otherwise be lost to employees by reason of the insolvency or liquidation of any employer.

(4) All employers shall deposit the amounts prescribed in subclause (1) with the Council within 90 days from the date of publication of this Agreement.

(5) All employers entering the Industry after the date of publication of this Agreement shall deposit the amounts prescribed in subclause (1) with the Council within 30 days of commencement of business.

(6) An employer taking on an employee for whom a deposit is required in terms of subclause (1) shall deposit the prescribed amount with the Council within 30 days of the employee's entering his service: Provided that an employer may reclaim the money from the Council 30 days after the employee has left his service.

(7) Deposits made with the Council in terms of subclause (1) may be transferred to another employee by the employer: Provided that the total amount of the deposit covers all the employees for whom deposits are required.

(8) Notwithstanding anything contained in this clause the employer may furnish to the Council a suitable guarantee which is acceptable to the Council in the place of the deposit required in terms of subclause (1): Provided that all other provisions pertaining to the manner of payment of the deposit shall be applicable to the lodging of the guarantee.

14. TRADE UNION AND EMPLOYER ORGANISATION SUBSCRIPTIONS

(1) Notwithstanding the provisions of clause 9 (3) (h) of Part 1 of this Agreement, every employer who is a member of the Electrical Contractors' Association (South Africa) shall deduct from the wages of each employee who is a member of the South African Electrical Workers' Association the amount of the subscription payable by such employee to the said Association, as

(4) Die Raad moet elke maand aan die Ontwikkelingsfonds die totale bedrag van die bydraes betaal wat ingevolge subklousule (1) van hierdie klousule ingevorderd is, min 'n invorderingskoste van twee en 'n half persent wat aan die algemene fondse van die Raad toeval.

(5) 'n Kopie van die konstitusie van die Ontwikkelingsfonds en van alle wysigings daarvan moet by die Raad en by die Sekretaris van Arbeid ingedien word.

(6) Juiste kopieë van die geauditeerde staat van inkomste en uitgawes en die balansstaat van die Ontwikkelingsfonds, mede-onderteken deur die Voorsitter van die Ontwikkelingsfonds, en van die ouditeur se verslag daaroor, moet ter tafel gelê word op die eerste vergadering van die Raad na ontvangs daarvan.

(7) 'n Vennoot of werkende werkgewer wat 'n ambagsman of geregistreerde draadwerker is, word geag 'n werknemer te wees ten opsigte van wie bydraes ingevolge subklousule (1) gemaak moet word.

12. DIE WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Elke werkgewer moet 'n bedrag van 50c per week ten opsigte van elke ambagsman en geregistreerde draadwerker in sy diens en 10c per week ten opsigte van elke ander werknemer vir wie lone in Seksie 3 voorgeskryf word, bydra tot die Werwings- en Opleidingsfonds van die Bounywerheid [ingestel deur die Federasie van Bounywerhede (Suid-Afrika) en hierna die "Opleidingsfonds" genoem], met die doel om die oogmerke van die Opleidingsfonds soos in die konstitusie daarvan uiteengesit te verwesenlik.

(2) Klousule 11 (2) tot en met (7) is *mutatis mutandis* op hierdie klousule van toepassing.

13. WERKGEWERSWAARBORG

(1) Elke werkgewer wat die volgende klasse werknemers in sy diens het, moet ten opsigte van elke werknemer in elke kategorie die bedrae wat teenoor elke klas aangegee word, by die Raad deponeer:

	Elk R
(a) Geregistreerde draadwerker.....	500
(b) Spesialisambagsman.....	500
(c) Ambagsman.....	400
(d) Installeerder van elektriese leipype.....	275
(e) Drywer.....	100
(f) Arbeider.....	60

(2) Die bedrae wat ingevolge subklousule (1) by die Raad inbetaal word, moet in 'n aparte rekening gestort word en kan deur die Raad belê word in opbetaalde aandele, vaste deposito's of spaarrekenings by enige bank of bougenootskap. Die rente op sodanige beleggings val aan die werkgewer toe.

(3) Die doel met die deposito by die Raad is om aan die werknemers die volle of gedeeltelike lone en die geldekwiwalent te betaal van alle verlofbesoldigings, verlofbonus- en diensbonus-eise in gevalle waar sodanige geld of 'n gedeelte daarvan andersins vir die werknemers verlore sou gaan weens die bankrotskap of likwidasië van 'n werkgewer.

(4) Alle werkgewers moet binne 90 dae vanaf die publikasiedatum van hierdie Ooreenkoms die bedrae in subklousule (1) voorgeskryf by die Raad stort.

(5) Alle werkgewers wat ná die publikasiedatum van hierdie Ooreenkoms tot die Nywerheid toetree, moet die bedrae in subklousule (1) voorgeskryf binne 30 dae ná die aanvang van die besigheid by die Raad stort.

(6) 'n Werkgewer wat 'n werknemer in diens neem vir wie 'n deposito ingevolge subklousule (1) vereis word, moet die voorgeskryfde bedrag binne 30 dae nadat die werknemer by hom in diens getree het by die Raad stort: Met dien verstande dat die werkgewer die geld binne 30 dae nadat die werknemer sy diens verlaat het, van die Raad kan terugeis.

(7) Die werkgewer kan stortings by die Raad ingevolge subklousule (1) na 'n ander werknemer oordra: Met dien verstande dat die totale bedrag van die storting al die werknemers dek vir wie stortings vereis word.

(8) Ondanks andersluidende bepalings in hierdie klousule, kan die werkgewer aan die Raad 'n toepaslike waarborg verskaf wat vir die Raad aanneemlik is in plaas van die storting wat ingevolge subklousule (1) vereis word: Met dien verstande dat alle ander bepalings betreffende die wyse van uitbetaling van die deposito op die verskaffing van die waarborg van toepassing is.

14. LEDEGELDE VAN DIE VAKVERENIGINGS EN DIE WERKGEWERSORGANISASIE

(1) Ondanks klousule 9 (3) (h) van Deel 1 van hierdie Ooreenkoms, moet elke werkgewer wat lid is van die Electrical Contractors' Association (South Africa) van die loon van elke werknemer wat lid is van die South African Electrical Workers' Association die bedrag aftrek wat deur sodanige werknemer aan genoemde Association verskuldig is, soos deur die Raad van

advised by the Council from time to time, in respect of each week of part of a week of employment, including the period the employee is on leave in terms of clause 3 of this section. The employer shall forward the amount thus deducted, together with the form prescribed by the Council, to the Secretary of the Council not later than the seventh day of each month following that in respect of which the deductions were made.

(2) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall forward the levy payable to the Association as advised by the Council from time to time, together with such form as prescribed by the Council, to the Secretary of the Council not later than the seventh day of each month in respect of which the payments are made.

(3) The S.A. Electrical Worker's Association and the Electrical Contractors' Association (South Africa) shall and hereby do indemnify the Council against any claim that may arise in respect of this clause, and when a deduction or a payment of the levy in terms of this clause has been made, irrespective of whether this amount has been paid over to the said trade union or employers' organisation, the employee or employer concerned shall be deemed to have paid his subscription or levy to the said union or employers' organisation.

(4) The Council undertakes to render all reasonable service to give effect to this clause for which an amount of 2½ per cent of all contributions and levies in terms of subclauses (1) and (2) shall be paid to the Council.

SECTION 2

WAGES AND/OR EARNINGS

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

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

3. No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked, at a higher paid occupation unless payment is made as if such employee had been employed for the whole of that week on the highest paid occupation: Provided that where a lower paid employee is temporarily substituted for a higher paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

4. Subject to the provisions of clauses 2 and 3, no employer shall pay to the employee (other than an apprentice serving under a contract of Apprenticeship in terms of the Apprenticeships Act, 1944) engaged on any of the classes of work specified in the wage schedules in Section 3 wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

SECTION 3

1. SCHEDULE OF WAGES AND/OR EARNINGS

	Per hour R
(1) Rate A	
(a) Registered wireman, specialist artisan and artisan (as defined in this Agreement).....	1,75
(b) Installation and/or repair and/or servicing of Burglar and other similar alarm systems operated at a voltage in excess of 40 volts.....	1,75
(c) Telephone electrician's work.....	1,75
(2) Rate D	
(a) Installation of aerials on consumers' premises.....	1,16
(b) First six months of experience (Rate DD).....	0,85

tyd tot tyd meegedeel, ten opsigte van elke week diens of gedeelte daarvan, met inbegrip van die tydperk wat die werknemer ingevolge klousule 3 van hierdie Seksie met verlof is. Die werkgewer moet die bedrag aldus afgetrek saam met die vorm deur die Raad voorgeskryf voor of op die sewende dag van elke maand ná die een ten opsigte waarvan die aftrekkings gemaak is aan die Sekretaris van die Raad stuur.

(2) Elke werkgewer wat lid is van die Electrical Contractors' Association (South Africa) moet die heffing wat aan die Association verskuldig is soos van tyd tot tyd deur die Raad meegedeel, saam met die vorm soos deur die Raad voorgeskryf voor of op die sewende dag van elke maand ten opsigte waarvan die betalings gemaak word aan die Sekretaris van die Raad stuur.

(3) Die S.A. Electrical Workers' Association en die Electrical Contractors' Association (South Africa) moet die Raad vrywaar, en vrywaar die Raad hierby, teen enige eis wat ten opsigte van hierdie klousule mag ontstaan, en wanneer 'n aftrekking of 'n betaling van die heffing ingevolge hierdie klousule gemaak is, ongeag daarvan of hierdie bedrag aan die genoemde vakvereniging of werkgewersorganisasie oorbetal is of nie, word daar geag dat die betrokke werknemer of werkgewer sy ledegeld of heffing aan die genoemde vakvereniging of werkgewersorganisasie betaal het.

(4) Die Raad onderneem om alle diens wat redelik moontlik is, te lewer ten einde aan hierdie klousule gevolg te gee. Vir hierdie diens moet 'n bedrag van twee en 'n half persent van alle bydraes en heffings ingevolge subklousules (1) en (2) aan die Raad betaal word.

SEKSIE 2

LONE EN/OF VERDIENSTE

1. Elke werknemer wat voor die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat hy verrig, moet steeds minstens sodanige hoër loon ontvang terwyl hy by dieselfde werkgewer werksaam is en dieselfde werk of ander werk waarvoor 'n laer loon voorgeskryf word, verrig.

2. Daar mag van geen werknemer vereis word om as deel van sy dienskontrak kos of inwoning of beide van sy werkgewer aan te neem nie of om van sy werkgewer goedere te koop of eiendom te huur nie, maar waar 'n werknemer instem om kos en inwoning of beide van sy werkgewer aan te neem, kan die werkgewer hoogstens R1,50 per week, as kos en inwoning verskaf word, of hoogstens R1,10 per week as slegs kos verskaf word, of hoogstens 40c per week as slegs inwoning verskaf word, aftrek mits sodanige inwoning deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

3. Geen werknemer mag meer as een werk waarvoor verskillende lone in hierdie Ooreenkoms voorgeskryf word, met inbegrip van oortyd gewerk, teen 'n hoër besoldigde werk, in een bepaalde week verrig nie, tensy sodanige werknemer betaal word asof hy die hele week die werk met die hoogste besoldiging verrig het: Met dien verstande dat waar 'n laer besoldigde werknemer tydelik die plek inneem van 'n hoër besoldigde werknemer wat van sy werk afwesig is en nie elders in die bedryfsinrigting werksaam is nie, die werknemer wat sodanige plek inneem, teen die hoër loon besoldig moet word. 'n Vervangings-tydperk van altesaam minder as 'n halwe skof in 'n bepaalde week tel nie vir betaling teen die hoër loon nie.

4. Behoudens klousules 2 en 3, mag geen werkgewer aan werknemers (uitgesonderd vakleerlinge wat 'n leerlingkontrak ingevolge die Wet op Vakleerlinge, 1944, uittien) wat enigeen van die klasse werk verrig wat in die loontabelle in Seksie 3 vermeld word, lone en/of verdienste betaal wat laer is as dié wat teenoor sodanige klasse gemeld word nie, en mag geen werknemer lone en/of verdienste aanneem wat laer is as dié wat teenoor sodanige klasse gemeld word nie.

SEKSIE 3

1. VOORGESKREWE LONE EN/OF VERDIENSTE

	Per uur R
(1) Loon A	
(a) Geregistreerde draadwerker, spesialisambagsman en ambagsman (soos in hierdie Ooreenkoms omskryf).....	1,75
(b) Installering en/of herstel en/of versiening van diefen ander soortgelyke alarmstelsels met 'n hoër spanning as 40 volt.....	1,75
(c) Werk van 'n telefoonelektrisiën.....	1,75
(2) Loon D	
Installering van antennes op verbruiker se perseel.....	1,16
Eerste ses maande ondervinding (Loon DD).....	0,85

(3) Electrical Conduit Installers.

(a) Electrical conduit installer after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939: 55 per cent of the wage of an employee for whom wages are prescribed under Rate A.

(b) Electrical conduit installer during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939: 75 per cent of the wage prescribed in paragraph (a).

(c) Learner electrical conduit installer during training: 75 per cent of the wage prescribed in paragraph (b).

(4) Drivers.

Tare of vehicle

Per week
R

(a) up to 3 500 kg.....	24,00
(b) over 3 500 kg but not over 9 000 kg.....	38,00
(c) over 9 000 kg.....	41,00

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

(5) Watchmen: R20,70 per week.

(a) The ordinary hours of work of a watchman shall not exceed 12 hours per shift for a six-day week.

(b) The hourly rate of a watchman shall be calculated by dividing his weekly wages herein specified by 72.

(6) Pupil engineers and/or approved students.

Per hour
R

First year of pupilage.....	0,85
Second year of pupilage.....	1,16
Thereafter.....	1,20

(7) Rate DDD.

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

(a) Repair and/or replacement of heating elements on appliances.....	66c per hour
(b) Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing.....	
(c) Repair and/or reassembly of heating element containers.....	
(d) Repair and/or replacement of cords to appliances.....	

(8) Rate I.

Labourer: 38c per hour.

2. ATTENDANCE ALLOWANCE

(1) Every driver and labourer shall be paid an attendance allowance of 2c per hour for every ordinary hour worked during any week, which shall be in addition to his ordinary wage: Provided that where such employee does not work the full number of hours prescribed in the Agreement, the allowance shall not be paid in respect of any hours worked. This allowance shall be paid at the same time as his other remuneration is paid and is not payable on overtime.

(2) Notwithstanding the provisions of subclause (1), where a driver or labourer is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, such employee shall be paid the allowance in respect of the number of ordinary hours he actually worked: Provided that the employer may call on such employee to produce evidence in proof of cause of absence. Where a driver or labourer is employed after the commencement of the normal working week of an employer and he works the full number of normal hours for that week after commencement of employment, he shall be paid the attendance allowance for all normal hours worked during the rest of the week after the commencement of employment. Where a driver or labourer is dismissed or resigns before the end of the normal working week of an employer and he complies with the other requirements of the Agreement regarding termination of employment and he works the full number of normal hours for that week prior to termination of employment, he shall be paid the attendance allowance for all normal hours worked during the week before the termination of his employment.

(3) Every driver and labourer shall be paid the attendance allowance for public holidays in respect of the number of hours he would have worked on a normal working day (excluding overtime): Provided that where a public holiday falls on a Saturday the provisions of this clause shall not be applicable.

(3) Installeerders van elektriese leipype.

(a) Installeerder van elektriese leipype ná voltooiing van 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939: 55 persent van die loon van 'n werknemer vir wie lone onder Loon A voorgeskryf word.

(b) Installeerder van elektriese leipype gedurende die 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939: 75 persent van die loon in paragraaf (a) voorgeskryf.

(c) Leerlinginstalleerder van elektriese leipype gedurende opleiding: 75 persent van die loon in paragraaf (b) voorgeskryf.

(4) Drywers.

Tarra van voertuig

Per week
R

(a) tot 3 500 kg.....	24,00
(b) oor 3 500 kg maar hoogstens 9 000 kg nie.....	38,00
(c) oor 9 000 kg.....	41,00

"Voertuig" beteken 'n vervoermiddel wat deur ander krag as menslike of dierlike krag voortbeweeg word, met inbegrip van 'n trekker.

(5) Wagte: R20,70 per week.

(a) Die gewone werke van 'n wag mag hoogstens 12 uur per skof wees waar ses dae per week gewerk word.

(b) Die uurloon van 'n wag word bereken deur sy weekloon soos hierin gespesifiseer deur 72 te deel.

(6) Leerlingingenieurs en/of goedgekeurde studente.

Per uur
R

Eerste jaar leerlingenskap.....	0,85
Tweede jaar leerlingenskap.....	1,16
Daarna.....	1,20

(7) Loon DDD.

Die volgende werksaamhede wanneer hulle verrig word in die werkwinkel van 'n bedryfsinrigting in verband met die herstel van toestelle (uitgesonderd roteer- of wederkerige toestelle wat van 'n motor in enige vorm gebruik maak) met 'n las van hoogstens vyf ampère, behalwe ten opsigte van huishoudelike verkoelers waar die las hoogstens 10 ampère is:

(a) Herstel en/of vervanging van verwarmingsselemente aan toestelle.....	66c per uur
(b) Herstel en/of vervanging van keramiek- of ander isoleerspaseerders en/of -vormers wat vir verwarmingsselemente gebruik word, insluitende die vassit daarvan.....	
(c) Herstel en/of hermontering van verwarmingsselementhouers.....	
(d) Herstel en/of vervanging van koorde aan toestelle.....	

(8) Loon I.

Arbeider: 38c per uur.

2. BYWONINGSTOELAE

(1) Aan elke drywer en arbeider moet daar benewens sy gewone loon 'n bywoningstoelae van 2c per uur betaal word vir elke gewone uur wat gedurende 'n week gewerk is: Met dien verstande dat, indien sodanige werknemer nie die volle aantal ure voorgeskryf in die Ooreenkoms werk nie, die toelae nie vir enige aantal ure gewerk betaal moet word nie. Hierdie toelae moet saam met sy ander besoldiging betaal word en is nie vir oortydwerk betaalbaar nie.

(2) Ondanks subklousule (1) moet 'n drywer of arbeider wat met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van sy werk afwesig is, die toelae betaal word ten opsigte van die aantal gewone ure wat hy werklik gewerk het: Met dien verstande dat die werkgever van sodanige werknemer kan vereis om bewys van die oorsaak van die afwesigheid te lewer. Indien 'n drywer of arbeider na die aanvang van die gewone werkweek van 'n werkgever in diens geneem word en die volle getal gewone ure vir daardie week na die aanvang van die diens werk, moet hy die bywoningstoelae betaal word vir alle gewone ure gewerk gedurende die res van die week na die aanvang van die diens. Indien 'n drywer of arbeider voor die einde van die gewone werkweek van 'n werkgever ontslaan word of bedank en hy aan die ander vereistes van die Ooreenkoms betreffende die beëindiging van diens voldoen en hy die volle getal gewone ure vir daardie week voor die beëindiging van sy diens werk, moet hy die bywoningstoelae betaal word vir alle gewone ure gewerk gedurende die week voor die beëindiging van sy diens.

(3) Elke drywer en arbeider moet die bywoningstoelae betaal word vir openbare vakansiedae ten opsigte van die getal ure wat hy op 'n gewone werkdag sou gewerk het (oortydwerk uitgesluit): Met dien verstande dat indien 'n openbare vakansiedag op 'n Saterdag val, hierdie klousule nie van toepassing is nie.

3. ADJUSTMENT OF WAGES

(1) The wages of employees classified in clause 1 (1) of this Section as Rate A employees shall be adjusted upwards or downwards at the rate of half a cent per hour as each notch of 0,500 points is traversed by the consumer price index figure.

(2) The wages of labourers shall be adjusted upwards or downwards at the rate of a quarter cent per hour as each notch of one point is traversed by the consumer price index figure.

(3) The wages of employees classified in clause 1 (2) of this Section as Rate D employees shall be adjusted upwards or downwards at the rate of a quarter cent per hour as each notch of 0,500 point is traversed by the consumer price index figure.

(4) Any increase or decrease in the wages shall become effective on the first Friday after 15 January and 15 July of each year and shall be based on the latest index figure published in the *Government Gazette* necessitating such increase or decrease.

(5) For the purposes of subclauses (1) and (3) "notch" means each complete stage of 0,500 points variation in the index figure upwards or downwards from 138,00, and the consumer price index figure or "index figure" means the average between the figures for Durban and Pietermaritzburg relating to all items as published by the Secretary for Statistics in the *Government Gazette* in respect of each area compared with itself in April 1970.

(6) For the purposes of subclause (2), "notch" means each complete stage of one point variation in the index figure upwards or downwards from 138,00 and the consumer price index figure means the average between the figures for Durban and Pietermaritzburg, relating to all items as published by the Secretary for Statistics in the *Government Gazette* in respect of each area compared with itself in April 1970.

(7) Notwithstanding the provisions of subclause (4) the wages of employees referred to in this clause shall be adjusted with effect from the first Friday after the date of coming into operation of this Agreement and for the purposes of such adjustment the upward variation in the index figure shall be taken as 24,7 points: Provided that an increase due in terms of this subclause may be reduced by the amount of any increase granted to the employee on or after 1 July 1975 and up to and including the day immediately prior to the date of coming into operation of this Agreement.

4. PAYMENT OF EARNINGS

An employee who lawfully terminates his services with an employer on a day in the week which is not the normal pay-day of that establishment, shall not be entitled to receive any amounts due in terms of this Agreement until the next normal pay-day of the establishment concerned.

Signed at Durban as authorised for and on behalf of the Parties on this 25th day of April 1975.

B. NICHOLSON, Chairman of the Council.

J. R. MARWICK, Secretary of the Council.

D. J. LAIDLAW, Vice-Chairman of the Council.

No. R. 613 9 April 1976

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

ELECTRICAL INDUSTRY AND ELECTRICAL CONTRACTING INDUSTRY, NATAL

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Industry and Electrical Contracting Industry, published under Government Notice R. 612 of 9 April 1976, 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.

S. P. BOTHA, Minister of Labour.

3. AANPASSING VAN LONE

(1) Die lone van werknemers wat in klousule 1 (1) van hierdie seksie as Loon A-werknemers ingedeel is, moet opwaarts of afwaarts aangepas word teen 'n koers van 'n halwe sent per uur sodra elke kerf van 0,500 punte deur die verbruikersprysindeks-syfer oorskry word.

(2) Die lone van arbeiders moet opwaarts of afwaarts aangepas word teen 'n koers van 'n kwart sent per uur sodra elke kerf van een punt deur die verbruikersprysindeksyfer oorskry word.

(3) Die lone van werknemers wat in klousule 1 (2) van hierdie seksie as Loon D-werknemers ingedeel is, moet opwaarts of afwaarts aangepas word teen 'n koers van 'n kwart sent per uur sodra elke kerf van 0,500 punte deur die verbruikersprysindeksyfer oorskry word.

(4) Alle verhogings of verlaging in die lone word van krag op die eerste Vrydag ná 15 Januarie en 15 Julie elke jaar en moet gebaseer word op die jongste indekssyfer soos in die *Staatskoerant* gepubliseer wat sodanige verhoging of verlaging noodsaak.

(5) Vir die toepassing van subklousules (1) en (3) beteken "kerf" elke volle trap van afwyking met 0,500 punte in die indekssyfer bokant of onderkant 138,00, en beteken die verbruikersprysindeksyfer of "indekssyfer" die gemiddelde van die syfers vir Durban en Pietermaritzburg ten opsigte van alle items soos deur die Sekretaris van Statistiek in die *Staatskoerant* gepubliseer ten opsigte van elke gebied in vergelyking met dié gebied in April 1970.

(6) Vir die toepassing van subklousule (2) beteken "kerf" elke volle trap van afwyking met een punt op die indekssyfer bokant of onderkant 138,00, en beteken die verbruikersprysindeksyfer die gemiddelde van die syfers vir Durban en Pietermaritzburg ten opsigte van alle items soos deur die Sekretaris van Statistiek in die *Staatskoerant* gepubliseer ten opsigte van elke gebied in vergelyking met dié gebied in April 1970.

(7) Ondanks subklousule (4) moet die lone van werknemers vermeld in hierdie klousule met ingang van die eerste Vrydag na die datum van inwerkingtreding van hierdie Ooreenkoms aangepas word en vir die doeleindes van sodanige aanpassing moet die opwaartse afwyking in die indekssyfer as 24,7 punte gereken word: Met dien verstande dat enige verhoging verskuldig ingevolge hierdie subklousule, verminder mag word met die bedrag van enige verhoging wat op of na 1 Julie 1975 en tot en met die dag onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms aan die werknemer toegestaan is.

4. BETALING VAN VERDIENSTES

'n Werknemer wat wettig sy dienste by 'n werkgever beëindig op 'n dag in die week wat nie die gewone betaaldag van dié bedryfsinrigting is nie, is nie daarop geregtig om enige bedrae wat ingevolge hierdie Ooreenkoms aan hom verskuldig is voor die volgende gewone betaaldag van die betrokke bedryfsinrigting te ontvang nie.

Namens en soos gemagtig deur die partye op hede die 25ste dag van April 1975 in Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

D. J. LAIDLAW, Ondervoorsitter van die Raad.

J. R. MARWICK, Sekretaris van die Raad.

No. R. 613 9 April 1976

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

ELEKTROTEGNIËSE NYWERHEID EN ELEKTROTEGNIËSE AANNEMINGSNYWERHEID, NATAL

Ek, Stephanus Petrus Botha, 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 Nywerheid en Elektrotegniese Aannemingsnywerheid, gepubliseer by Goewermentskennisgewing R. 612 van 9 April 1976, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 614 9 April 1976
INDUSTRIAL CONCILIATION ACT, 1956
ELECTRICAL INDUSTRY, NATAL.—CANCELLATION OF GOVERNMENT NOTICE

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 131 of 30 January 1976 with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Labour.

No. R. 614 9 April 1976
WET OP NYWERHEIDSVERSOENING, 1956
ELEKTROTEGNIJSE NYWERHEID, NATAL.—INTREKKING VAN GOEWERMENSKENNISGEWING

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewing R. 131 van 30 Januarie 1976 in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Arbeid.

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