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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2398

10 December 1976

INDUSTRIAL CONCILIATION ACT, 1956
ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE.—AGREEMENT FOR THE SER-
VICING SECTION

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 Contracting and Servicing Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 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) (g), 20 and 25 of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 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 Industry in the areas specified in clause 1 (1) (b) 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 the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1978, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (3) (g), 20 and 25 of Part I, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

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GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2398

10 Desember 1976

WET OP NYWERHEIDSVERSOENING, 1956
ELEKTROTEGNIJSE AANNEMINGS-EN-BEDIEN-
INGSNYWERHEID, KAAP.—OOREENKOMS VIR
DIE BEDIENINGSEKSIJ

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemings-en-bediensnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1978 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangeaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (g), 20 en 25 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 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 Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) 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), 20 en 25 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1978 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid 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.

5354—1

SCHEDULE

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

AGREEMENT

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

Electrical Engineering and Allied Industries Association;
and the

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

Amalgamated Engineering Union of South Africa
and the

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

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

PART I

1. SCOPE OF APPLICATION

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

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

(b) in the Magisterial Districts of The Cape, Wynberg [including that portion of the Magisterial District of Somerset West which, prior to 9 March 1973 (Government Notice 1973 of 9 February 1973), fell within the Magisterial District of Wynberg], Simonstown, Goodwood and Bellville, in those portions of the Magisterial Districts of Malmesbury and Stellenbosch which, prior to the publication of Government Notices 171 of 8 February 1957 and 283 of 2 March 1962, respectively, fell within the Magisterial District of Bellville and in that portion of the Magisterial District of Kuils River which, prior to the publication of Government Notice 661 of 19 April 1974, fell within the Magisterial District of Stellenbosch but which, prior to 2 March 1962, fell within the Magisterial District of Bellville.

(2) Notwithstanding the provisions of subclause (1) (a), the terms of this Agreement shall—

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

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

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

(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, 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 limitation of the Agreement to the operations therein scheduled, the provisions of clauses 13 and 14 of Part I of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for a Rate D employee or paid at a rate not less than R276,90 per month, excluding payment for overtime.

2. PERIOD OF APPLICATION

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

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE AANNEMINGS-EN-BEDIENINGSNYWERHEID (KAAP)

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Electrical Engineering and Allied Industries Association;
en die

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

Amalgamated Engineering Union of South Africa
en die

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

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

DEEL I

1. TOEPASSINGSBESTEK

(1) Hierdie Ooreenkoms moet nagekom word in die Elektrotegniese Aannemings-en-bediensnywerheid—

(a) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasies en vakverenigings is;

(b) in die landdrosdistrikte Die Kaap, Wynberg [met inbegrip van daardie gedeelte van die landdrosdistrik Somerset Wes wat voor 9 Maart 1973 (Goewermentskennisgewing 173 van 9 Februarie 1973) binne die landdrosdistrik Wynberg geval het], Simonstad, Goodwood en Bellville, in daardie gedeeltes van die landdrosdistrikte Malmesbury en Stellenbosch wat voor die publikasie van onderskeidelik Goewermentskennisgewings 171 van 8 Februarie 1957 en 283 van 2 Maart 1962 binne die landdrosdistrik Bellville geval het en in daardie gedeelte van die landdrosdistrik Kuilsrivier wat voor die publikasie van Goewermentskennisgewing 661 van 19 April 1974 binne die landdrosdistrik Stellenbosch geval het maar wat voor 2 Maart 1962 binne die landdrosdistrik Bellville geval het.

(2) Ondanks subklousule (1) (a), is hierdie Ooreenkoms—

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

(b) van toepassing op kwekelinge slegs in die mate waarin dit nie met enige bepalings van die Wet op Opleiding van Ambagsmanne, 1951, of enige voorwaardes daarkragtens voorgeskryf, strydig is nie;

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

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

(4) Ondanks die beperking van die Ooreenkoms tot die werksaamhede daarin vermeld, geld klousules 13 en 14 van Deel I van die Ooreenkoms vir alle werknemers wat by operateursprosesse betrokke is en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms vir 'n loongroep D-werknemer voorgeskryf word of wat 'n loon van minstens R276,90 per maand, uitgesonderd betaling vir oortydwerk, betaal word.

2. GELDIGHEIDSDUUR

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

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"continuous employment" means any period during which an employee has been continuously employed by the same employer, and for this purpose periods of employment with the same employer broken by not more than 30 days from the date termination of employment to re-engagement of the employee due to the discharge or retrenchment of the employee by the employer shall be deemed to be continuous employment;

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

"day shift", except as provided in Part II of this Agreement, means subject to the definition herein covering "two-shift system" and "three-shift system", any period of not more than eight and a half hours ordinarily worked by an employee between the hours of 06h00 and 18h00 on Mondays to Fridays, inclusive of 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 employee 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 from Mondays to Fridays, inclusive;

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

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

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

"Electrical Contracting and Servicing Industry (Cape)", or "Industry" means 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;

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

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

(i) electrical cables and overhead lines;

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

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

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

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

"ononderbroke diens" enige tydperk waartydens 'n werknemer ononderbroke by dieselfde werkgever in diens was, en vir hierdie doel moet tydperke van diens by dieselfde werkgever wat onderbreek is deur hoogstens 30 dae vanaf die datum van diensbeëindiging tot die herindiensneming van die werknemer vanweë die afdanking of tydelike ontslag van die werknemer deur die werkgever, geag word ononderbroke diens te wees;

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

"dagskof", uitgesonderd soos in Deel II van hierdie Ooreenkoms bepaal, behoudens die woordomsywing hierin wat die "tweeskofstelsel" en "driekofstelsel" dek, 'n tydperk van hoogstens agt en 'n halfuur wat gewoonlik deur 'n werknemer tussen 06h00 en 18h00 van Maandag tot en met Vrydag gewerk word of 'n tydperk van hoogstens vyf uur wat hy tussen 06h00 en 12h00 op Saterdag werk: Met dien verstande dat wanneer 'n werkgever nie van sy werknemer vereis om op meer as vyf dae gedurende 'n week te werk nie, dit enige sodanige tydperk van hoogstens nege en 'n kwartuur tussen 06h00 en 18h00 vanaf Maandag tot en met Vrydag beteken;

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

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

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

"Elektrotegniese Aannemings-en-bediensnywerheid (Kaap)" of "Nywerheid", die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende:

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

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

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

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

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

(i) elektriese kables en boggrondse lyne;

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

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

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

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

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

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

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

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

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

Armature winding;

cable jointing;

electrical apparatus—construction and/or assembling and/or repairing;

electrical installation;

electrical instrument making and repairing;

electrical overhead line construction;

electrical wiring;

electro-medical appliances and X-ray equipment—installing and/or maintaining and/or servicing and/or construction; and telecommunication and/or signalling and/or totalisator equipment installation and/or maintenance;

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

"employee" means any person employed upon any of the classes of work scheduled in this Agreement and/or the Annexures hereto;

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

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

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

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

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

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

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

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

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

"night shift" means—subject to the definitions herein covering "two-shift system" and "three-shift system"—any period of not more than nine and a quarter hours ordinarily worked by an employee between the hours of 18h00 and 06h00 from starting time on Monday until starting time on Saturday;

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

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

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

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

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

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

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

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

Ankerwikkeling;

kabellasterwerk;

bou en/of inmeekaarsit en/of herstel van elektriese toestelle;

elektriese installering;

vervaardiging en herstel van elektriese instrumente;

aanleg van elektriese bogronde lyne;

elektriese bedrading;

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

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

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

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

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

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

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

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

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

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

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

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

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

"nagskof", behoudens die omskrywing hierin wat "tweeskofstelsel" en "driekofstelsel" dek, 'n tydperk van hoogstens 9½ uur wat 'n werknemer gewoonlik tussen 06h00 en 18h00 vanaf aanvangstyd op Maandag tot aanvangstyd op Saterdag werk;

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

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

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

"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;

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

4. WAGES AND/OR EARNINGS

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

(2) No employee shall be discharged by his employer as the result of the commencement of this Agreement and its application involving any change of the wage rate affecting such employee and/or description of any class of work contained in this Agreement in relation to the wage rate and classes of work as prescribed in the Agreement published under Government Notice R. 850 of 25 May 1973, as amended: Provided that the provisions of this subclause shall not abrogate the rights of an employer or an employee under the "Termination of Employment" provisions (clause 12 of Part I of this Agreement) in relation to the right to terminate a contract of service.

(3) (a) Every employee who on the date of coming into operation of this Agreement is employed by an employer on work classified in this 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 work immediately prior to the said date, be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an amount for his class of work as follows:

Class of work	Amount per hour
	Cents
Rate A.....	20
Rate AA—	
employees in their first six months of continuous service on the above date.....	17
employees in their second six months of continuous service on the above date.....	17
employees with more than 12 months of continuous service on the above date.....	18
Rate B.....	15
Rate C.....	15
Rate D.....	15
Rate DD.....	14
Rate DDD.....	12
Rate E.....	11
Rate F.....	11
Rate G.....	11
Rate H.....	10
Driving of any vehicle authorised to carry a pay-load—	
up to and including 3 000 kg.....	11
over 3 000 kg.....	14
	Per week
Watchman's work.....	R4,50

Provided that—

(i) the additional amount payable in terms of this subclause to an employee for his class of work may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 April 1976;

(ii) any employee who was engaged after 1 April 1976 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 this subclause for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subclause for his class of work has been awarded on or subsequent to 1 April 1976 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement.

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

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

4. LONE EN/OF VERDIENSTE

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

(2) Geen werknemer mag as gevolg van die inwerkingtreding van hierdie Ooreenkoms en die toepassing daarvan, wat 'n verandering meebring in die loon van sodanige werknemer en/of in die omskrywing van enige klas werk soos in hierdie Ooreenkoms vervat in verband met die loon en klasse werk soos voorgeskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 850 van 25 Mei 1973, soos gewysig, deur sy werkgever ontslaan word nie: Met dien verstande dat hierdie subklousule nie inbreuk maak nie op die regte van 'n werkgever of 'n werknemer kragtens die bepalings insake "Beëindiging van diens" (klousule 12 van Deel I van hierdie Ooreenkoms) in verband met die reg om 'n dienskontrak te beëindig.

(3) (a) Elke werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die diens van 'n werkgever werk verrig wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgever is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk onmiddellik voor genoemde datum gespesifiseer is, of nie, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n bedrag vir sy klas werk soos volg:

Klas werk	Bedrag per uur
	Sent
Loon A.....	20
Loon AA—	
werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum.....	17
werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum.....	17
Werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum.....	18
Loon B.....	15
Loon C.....	15
Loon D.....	15
Loon DD.....	14
Loon DDD.....	12
Loon E.....	11
Loon F.....	11
Loon G.....	11
Loon H.....	10
Enige voertuig dryf wat gelisensieer is om 'n loonvrag met die volgende perke te vervoer:	
Tot en met 3 000 kg.....	11
Meer as 3 000 kg.....	14
	Per week
Werk van 'n wag.....	R4,50

Met dien verstande dat—

(i) die addisionele bedrag wat ingevolge hierdie subklousule aan 'n werknemer vir sy klas werk betaalbaar is, verminder mag word met die bedrag van enige verhoging of verhogings wat op of na 1 April 1976 aan sodanige werknemer toegestaan word;

(ii) 'n werknemer wat na 1 April 1976 in diens geneem is teen 'n loonskaal wat minstens gelyk is aan die loonskaal vir sy klas werk voorgeskryf op die datum van inwerkingtreding van hierdie Ooreenkoms nie geregtig is op die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;

(iii) 'n werkgever nie die loonskaal van 'n werknemer aan wie 'n groter verhoging as die addisionele bedrag in hierdie subklousule gespesifiseer op of na 1 April 1976, vir sy klas werk toegeken is, mag verminder nie en dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word;

For purposes of this Agreement the rate applicable in terms of this subclause shall *mutatis mutandis* apply to employees employed on Incentive Bonus Work in terms of clause 10 of Part I of this Agreement.

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

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

Rate A (n.e.s.)

Armature winder.....
Domestic appliances mechanic.....
Domestic radio serviceman.....
Electrician.....
Electrician (engineering).....
Electronics mechanic.....
Fitter, (23).....
Fitter and turner, (24).....
Instrument mechanic (industrial instrumentation and process control).....
Radio communications serviceman.....
Radio and television mechanic.....
Refrigeration mechanic (commercial).....
Roll tool and template maker.....
Sheetmetal worker, (25).....
Telecommunication electrician.....
Telecommunication mechanic.....
Tool, jig and die maker.....
Welder.....
Journey man.....

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

Rate AA

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

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

Rate D

Arc and/or gas cutting (n.e.s.).....
Hand welding by mechanically-fed electrodes...
Hot and/or cold bending and/or forming to jigs and/or stops in power operated press brake and/or folding machine.....
Operating power-driven or hydraulic press (n.e.s.), including the affixing and/or removal of dies where there is positive location (excluding structural metal work).....
Drilling and/or countersinking and/or reaming (n.e.s.), including the use of adjustable reamers provided they are pre-set by a Rate A or AA employee, including the sharpening of drills
Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up but including the use of fixed gauges)....
Drilling with jigs and/or fixtures.....
Operating single-head oxy-acetylene profiling and/or straightline cutting machine.....
Operating power saw (n.e.s.) including marking off with rule and/or tape only and including setting of stops (machine shop work).....
Preliminary tack welding for positioning of jobs prior to welding, riveting or bolting up (runs of not more than one inch in length).....
Repetition welding and/or brazing in jigs....
(Repetition welding and/or brazing in jigs means that the jig must be made in such a manner as to allow the employee to undertake

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

Vir die doeleindes van hierdie Ooreenkoms is die loon wat ooreenkomstig hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat aansporingsbonus-werk ooreenkomstig klousule 10 van Deel I van hierdie Ooreenkoms verrig.

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

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

Loon A (n.e.v.)

Ankerwikkelaar.....
Huisoestelwerktuigkundige.....
Huisradiotriëni.....
Elektrisiën.....
Elektrisiën (ingenieurswerk).....
Elektronika-meganikus.....
Passer.....
Passer en draaier.....
Instrumentmeganikus (industriële instrumentasie prosesbeheer).....
Radiokommunikasiediensman.....
Radio- en televisiemeganikus.....
Verkoelingswerktuigkundige (kommersieël).....
Walsgereedskap- en -patroonmaker.....
Plaatmetaalwerker.....
Telekommunikasie-elektrisiën.....
Telekommunikasiemeganikus.....
Gereedskap-, setmaat- en stempelmaker.....
Sweiser.....
Vakman.....

Loon per uur vir werk ingedeel onder Loon A in Loontabel.

Loon AA

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

Loon per uur vir werk ingedeel onder Loon AA in Loontabel.

Loon D

Boog- en/of gassnywerk (n.e.v.).....
Handsweiserwerk met meganiese aangevoerde elektrodes.....
Warm en/of koue buigwerk en/of fatsoenering volgens setmate en/of stuiters in kragaangetrewe persrem- en/of voumasjiene.....
Bediening van kragaangetrewe of hidrouliese pers (n.e.v.), met inbegrip van die aanbring en/of verwydering van stempels met positiewe plekbepaling (uitgesonderd boumetaalwerk)—
Boor- en/of versink- en/of ruimwerk (n.e.v.), met inbegrip van die gebruik van verstelbare ruimers mits hulle vooraf gestel is deur 'n Loon A- of AA-werknemer, met inbegrip van die skerpmmaak van bore.....
Masjienwerk aan herhalingswerk d.m.v. setklemme en/of setmate en/of stuiters, waar die werksiklus met die hand uitgevoer word (uitgesonderd die opstelling, maar met inbegrip van die gebruik van vaste meters).....
Boorwerk met setmate en/of setklemme.....
Bediening van enkelkop-oksiasietileenprofileer- en/of reguitsnymasjiene.....
Bediening van kragsaag (n.e.v.), met inbegrip van afmerk met 'n meetstok en/of meetband alleenlik en met inbegrip van stelwerk aan stuiters (masjienwinkelwerk).....
Voorlopige hegsweiserwerk om werkstukke voor sweising in posisie te plaas, klink- of bouwerk (lae van hoogstens een duim lank)....
Herhalende sweiserwerk en/of sweissoldeerwerk in setmate.....
(Herhalende sweiserwerk en/of sweissoldeerwerk in setmate beteken dat die setmaat op so 'n

Loon per uur vir werk ingedeel onder Loon D in Loontabel.

the maximum amount of welding and/or brazing on the article in the jig, and thereafter the same employee must complete the weld on the article when it is removed from the jig.)
 Operating drop forging machine, including the removal and/or affixing of dies where there is positive location (n.e.s.).....
 Operating roll forging machine.....
 Tool grinding in jigs.....
 Bending of tubes and/or sections in manually operated machines to templates.....
 Metal spraying for decorative purposes.....
 Chipping for welding and/or caulking.....
 Hydraulic and/or pneumatic gap machine riveting.....
 Operating automatic submerged arc and/or gas shielded wire and/or flux corded wire arc welding machine, including setting up....
 Operating cold circular saw to marks and/or stops (structural metal work) (n.e.s.).....

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

Rate DD

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

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

Rate DDD

Repetition operation of or attending machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up)
 Drilling and/or countersinking to jigs and/or steel templates and/or stops and/or reaming using non-adjustable reamers, excluding radial drilling machines (size of drilled holes not to exceed 26 mm).....

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

Rate E

Metal spraying for protective purposes.....
 Rough grinding to templates and/or marks and/or gauges (structural metal works).....
 Production broaching on automatic and/or semi-automatic machines where the operations prior to and after ramming are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up).....

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

Rate F

Supervising employees employed on classes of work scheduled below Rate F (when so appointed).....

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

Rate G

Attending fully-automatic machines, including random checking with fixed gauges.....
 [For the purposes of the above "fully-automatic machine" is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical-arm fed) and the manual operations are limited to setting the machine in motion, feeding a new bar into the machine or loading the magazine as the case may be, and stopping the machine.]

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

manier gemaak moet word dat die werknemer die grootste hoeveelheid sweis- en/of sweis-soldeerwerk aan die artikel in die setmaat kan verrig, en daarna moet dieselfde werknemer die sweis van die artikel voltooi wanneer dit uit die setmaat verwyder word.)

Bediening van valsmeemasjiene, met inbegrip van die verwydering en/of aanbring van stempels waar daar 'n aanduiding van plasing is (n.e.v.)
 Bediening van rolsmeemasjiene.....
 Die slyp van gereedskap in setmate.....
 Die buig van buise en/of seksies in handmasjiene volgens patrone.....
 Metaalspuitwerk vir versieringsdoeleindes.....
 Kapwerk vir sweis- en/of kalfaterwerk.....
 Hidrouliese en/of lugdrukmasjieneklankwerk....
 Bediening van outomatiese versinkte boog- en/of gasbeskutte draad- en/of vloei-middelkern-draadboogswemasjiene, met inbegrip van opstelling daarvan.....
 Bediening van koue sirkelsaag volgens merke en/of stuiters (boumetaalwerk) (n.e.v.).....

Loon per uur vir werk ingedeel onder Loon D in Loontabel.

Loon DD

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

Loon per uur vir werk ingedeel onder Loon DD in Loontabel.

Loon DDD

Herhalende bediening of oppas van masjiene wat ontwerp is vir of permanent aangepas is vir enkelgereedskapwerk en waar dit nie nodig is om die werk te sentreer of met die hand in lyn te bring nie en waar die handwerksaamhede beperk is tot die laai van die werkstuk in die kloukop of vashoutoestel van die masjiene, die aansit, bediening en/of oppas, stopsit en ontlai van die masjiene (uitgesonderd opstelling daarvan).....
 Boor- en/of versinkwerk volgens setmate en/of staalpatrone en/of stuiters en/of ruimwerk waarby nie-verstelbare ruimers gebruik word, uitgesonderd radiaalboormasjiene (die grootte van die geboorde gate mag hoogstens 26 mm wees).....

Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.

Loon E

Metaalspuitwerk vir beskermingsdoeleindes....
 Ru-slypwerk volgens patrone en/of merke en/of meters (boumetaalwerk).....
 Produksieprofielruimwerk op outomatiese en/of half-outomatiese masjiene waar die werksaamhede voor en na stampwerk beperk is tot die laai, aansit, stopsit en ontlai van die masjiene (uitgesonderd opstelling daarvan).....

Loon per uur vir werk ingedeel onder Loon E in Loontabel.

Loon F

Toesighouding oor werknemers wat klasse werk verrig wat laer as Loon F ingedeel is (wanneer aldus aangestel).....

Loon per uur vir werk ingedeel onder Loon F in Loontabel.

Loon G

Bediening van volkome outomatiese masjiene, met inbegrip van steekproefwerk van vaste mate.....
 [Vir die toepassing van bostaande beteken "volkome outomatiese masjiene" 'n masjiene met 'n staafvoer of 'n masjiene uitgerus met 'n outomatiese kloutoestel (d.w.s. magasyn-en/of tafel- en/of meganiese-armvoer) en waar die handwerksaamhede beperk is tot die aansit van die masjiene, die voer van 'n nuwe staaf in die masjiene of die laai van die magasyn, na gelang van die geval, en die stopsit van die masjiene.]

Loon per uur vir werk ingedeel onder Loon G in Loontabel.

Dressing and/or deburring by hand and/or by grinding and/or portable power tools.....
 Operating drop hammer (drop hammer driving)
 Operating power hammer (hammer driving) under instruction of a Rate A to D employee
 Operating manual machine designed for or permanently adapted for one only operation where it is not necessary to centralise or true the work by hand.....
 Operating power saw for repetitive cutting off to stops and/or length gauges, excluding setting of stops (machine shop work) (other than in toolroom).....
 Operating butt and/or flash and/or projection and/or resistance and/or spot welding machine
 Riveting (10 mm diameter or less).....
 Repetition cutting and/or cropping and/or shearing to stops, excluding setting up (machine shop work).....
 Striking by hand hammer under instruction of a Rate A to D employee.....
 Operating hand portable and/or pedestal grinding machine where the operator is not required to grind to marks and/or gauges and/or sizes and/or templates.....
 Screwing machine operating, excluding setting up.....
 Application of anti-corrosive and/or anti-fouling and/or protective coatings.....
 Affixing of slings under instruction of a Rate A to D employee.....
 Hydraulic testing and/or testing by air, other than the preparatory work.....
 Metal buffing and/or polishing.....
 Metal cleaning by degreasing and/or pickling
 Rethreading and/or re-tapping and/or re-claiming of nuts and/or bolts.....
 Straightening and/or flattening of gussets and/or cleats.....
 Stripping and/or punching of forgings and/or stampings using pre-set dies.....
 Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths....
 Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies, excluding press brakes and the setting of dies..
 Hot dip coating and/or galvanising under supervision of a Rate A to D employee.....
 Repetition roller bending of material not exceeding 10 gauge.....
 Repetition tapping by machine.....
 Metal coating by dipping.....
 Operating tumbling barrel.....
 Sand and/or shot and/or hydro and/or grit blasting.....
 Operation of and/or attending special purpose machines, including the use of fixed gauges, where the manual operations are limited to loading, setting machine in motion, stopping and unloading the machine, excluding setting up.....
 Rough straightening and/or rough flattening of material, excluding the use of rules and straight edges.....
 Repetition cutting to crops on reciprocating and/or friction saws (structural metal work)....

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

Rate H

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

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

Afwerking en/of afbaardwerk met die hand en/of met slyp- en/of verplaasbare kraggereedskap
 Bediening van valhamer.....
 Bediening van kraghamer in opdrag van 'n Loon A- tot D-werknemer.....
 Bediening van handmasjiën ontwerp vir of permanent aangepas vir slegs een werksaamheid, waar dit nie nodig is om die werk met die hand te sentree of in lyn te bring nie.....
 Bediening van kragsaag vir herhalende snywerk volgens stuiters en/of lengtemeters, uitgesonderd opstelling van stuiters (masjiënwinkelwerk) (uitgesonderd in gereedskapkamer)..
 Bediening van stui- en/of flits- en/of projeksie- en/of weerstand- en/of puntsweismasjiën....
 Klinkwerk (10 mm of minder in deursnee).
 Herhalende saag- en/of afknip- en/of afskuifwerk volgens stuiters, uitgesonderd opstel daarvan (masjiënwinkelwerk).....
 Klipwerk met handhamer in opdrag van 'n Loon A- tot D-werknemer.....
 Bediening van verplaasbare hand- en/of voetstukslypmasjiën waar die bediener nie volgens merke en/of meters en/of groottes en/of patrone hoef te slyp nie.....
 Bediening van draadsnymasjiene, uitgesonderd die opstel daarvan.....
 Aanwending van korrosiewerende en/of vuilwerende en/of beskermende lae.....
 Aanbring van stroppe volgens instruksies van 'n Loon A- tot D-werknemer.....
 Hidrouliese toetswerk en/of toetswerk met lug, uitgesonderd die voorbereidingswerk.....
 Metaalskuur- en/of -poleerwerk.....
 Skoonmaak van metaal deur ghriesverwydering en/of bytmiddeltoewending.....
 Nasy van skroefdraad en/of moerdraad en/of herwinning van moere en/of boute.....
 Reguitmaak en/of platmaak van knoopplate en/of klampe.....
 Stroopwerk en/of ponswerk aan smeestukke en/of stempelwerk met voorafgesette stempels
 Oppas van skoonmaak- en/of ghriesverwyderings- en/of suur- en/of spoel- en/of smelt-middelbaddens.....
 Skroef- en/of trap en/of handperswerk en/of inkoopwerk en/of kragperswerk waar die werk verrig word met vooraf gestelde stempels, uitgesonderd persremme en die opstelling van stempels.....
 Warmdoppellaagwerk en/of galvanisering onder toesig van 'n Loon A- tot D-werknemer..
 Herhalende rolbuigwerk aan materiaal van hoogstens 10-maat.....
 Herhalende moerdraadsnywerk met 'n masjiën
 Bedekking van metaal met lae deur indompeling
 Bediening van poetstroommel.....
 Sand- en/of hael- en/of water- en/of gruisblaaswerk.....
 Bediening en/of oppas van masjiene vir 'n spesiale doel, met inbegrip van die gebruik van vaste meters, waar die handwerksaamhede beperk is tot die laai, aansit, stopsit en ontlai van die masjiën, uitgesonderd die opstel daarvan.....
 Ruwe reguitmaak- en/of ruwe pletwerk aan materiaal, sonder die gebruik van meetstokke en reihoute.....
 Herhalende saagwerk volgens stuiters met wederkerige en/of wrywingsae (boumetaalwerk).....

Loon per uur vir werk ingedeel onder Loon G in Loontabel.

Loon H

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

Loon per uur vir werk ingedeel onder Loon H in Loontabel.

	Rate per week R
Watchman's work.....	25,20
(a) The ordinary hours of work shall not exceed 12 hours per shift for a six-day week.	
(b) In the event of a lesser number of hours than prescribed in (a) being worked, the rate per week may be reduced pro rata.	
(c) The Agreement conditions relating to hours of work, overtime and payment for work on Sundays and certain public holidays and night shift work shall not apply to this class of employee.	

	Rate per hour Cents
Vehicle driving:	
Driving of any vehicle authorised to carry a pay-load:	
Up to and including 1 000 kg.....	70
Over 1 000 kg and up to 3 000 kg.....	74
Over 3 000 kg and up to 4 500 kg.....	101
Over 4 500 kg and up to 6 500 kg.....	114
Over 6 500 kg.....	116

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

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

Pupil engineers and/or approved students:

First year of pupilage.....	Rate D.
Second year of pupilage.....	Rate C.
Third year of pupilage and thereafter.....	Rate B.

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

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

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

5. HOURS OF WORK

(1) Except as is elsewhere provided—

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

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

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

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

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

	Loon per week R
Die werk van 'n wag.....	25,20
(a) Die gewone werkure mag hoogstens 12 uur per skof vir 'n werkweek van ses dae wees.	
(b) Ingeval minder ure gewerk word as wat in (a) voorgeskryf word, kan die weekloon pro rata verminder word.	
(c) Die Ooreenkomsvoorwaardes betreffende werkure, oortydwerk en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk is nie op hierdie klas werknemer van toepassing nie.	

	Loon per uur Sent
Voertuie dryf:	
Enige voertuig dryf wat gelisensieer is om 'n loonvrag tot en met die volgende perke te vervoer:	
1 000 kg.....	70
Oor 1 000 kg en tot en met 3 000 kg.....	74
Oor 3 000 kg en tot en met 4 500 kg.....	101
Oor 4 500 kg en tot en met 6 500 kg.....	114
Oor 6 500 kg.....	116

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

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

Leerling-ingenieurs en/of goedgekeurde studente:

Eerste jaar leerlingkap.....	Loon D.
Tweede jaar leerlingkap.....	Loon C.
Derde jaar leerlingkap en daarna.....	Loon B.

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

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

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

5. WERKURE

(1) Behoudens andersluidende bepalings, is—

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

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

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

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

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

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

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

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

(a) between 18h00 and 06h00; or

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

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

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

(b) on more than three consecutive days;

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

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

(i) been given notice thereof before midday; or

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

(iii) has been paid an allowance of not less than 45c in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

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

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

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

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

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

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

(5) Whenever an employee (other than an employee engaged on urgent work) works on a Sunday he shall be paid at one and two-third times the hourly rate for time worked with a minimum payment of one and two-third times the hourly rate for the hours of a normal shift: Provided that where the employer provides work to occupy the employee for the hours of a normal

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

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

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

(a) Tussen 18h00 en 06h00; of

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

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

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

(b) op meer as drie agtereenvolgende dae;

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

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

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

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

(iii) betyds 'n toelae van minstens 45c betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

6. OORTYDWERK EN BETALING VIR WERK OP SON-DAE EN SEKERE OPENBARE FEESDAE, VAN TOEPAS-SING OP ALLE WERKNEMERS, UITGESONDERD DIÉ VIR WIE SPESIALE VOORSIENING IN DEEL III VAN HIERDIE OOREENKOMS GEMAAK WORD

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

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

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

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

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

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

(5) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende werk verrig) op 'n Sondag werk, moet hy een en twee derde maal die uurloon betaal word vir tyd gewerk, met 'n minimum betaling van een en twee derde maal die uurloon vir die ure van 'n gewone skof: Met dien verstande dat waar die werkgewer werk verskaf om die werknemer vir die ure van

shift and the employee fails, or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

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

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

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

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

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

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

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

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

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

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

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

(12) For the 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.

(13) Notwithstanding the provisions of subclause (1) of this clause, where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee 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—

(i) 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

(ii) 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.

'n gewone skof besig te hou en die werknemer versuim of weier om die volle tydperk te werk wat van hom vereis word, sodanige werknemer geregtig is op betaling slegs vir die tydperk wat hy werklik gewerk het.

(6) Werknemers wat dringende werk verrig, moet vir werk op Sondae minstens een en twee derde maal die uurloon betaal word vir die ure wat hulle gewerk het, met 'n minimum betaling vir vier uur teen een en twee derde maal die uurloon vir ure wat voor 12h00 gewerk is. Waar sodanige werk tot in die namiddagtydperk strek, geld 'n minimum betaling vir agt uur teen een en twee derde maal die uurloon.

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

(8) Aan 'n werknemer moet een vry dag in elke week toegestaan word, en indien hy op so 'n dag moet werk, moet hy een en twee derde maal die uurloon betaal word vir die tyd wat hy gewerk het, en wel tot die gewone aanvangstyd op die volgende dag: Met dien verstande dat hy in geen omstandighede minder as vier uur se besoldiging teen een en twee derde maal die uurloon mag ontvang vir ure wat hy voor 12h00 gewerk het nie. Waar sodanige werk tot in die namiddagtydperk strek, geld 'n minimum betaling van agt uur teen een en twee derde maal die uurloon.

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

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

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

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

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

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

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

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

(12) Vir die toepassing van hierdie klousule—

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

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

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

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

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

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

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

7. NIGHT-SHIFT WORK

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

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

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

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

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

(i) when the hours for the complete shift fall wholly within any period from 18h00 to 06h00—at the rate of ordinary time plus 10 per cent;

(ii) when the hours for the complete shift do not fall wholly within any period from 18h00 to 06h00—at the rate of ordinary time plus 5 per cent until midnight, and after midnight, at the rate of ordinary time plus 10 per cent.

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

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

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

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

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

8. SHORT-TIME

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

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

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

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

9. PAYMENT OF EARNINGS

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

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

7. NAGSKOFWERK

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

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

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

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

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

(i) as die ure vir die hele skof almal binne 'n tydperk van 18h00 tot 06h00 val—die loon vir gewone tyd, plus 10 persent;

(ii) as die ure vir die hele skof nie almal binne 'n tydperk van 18h00 tot 06h00 val nie—die loon vir gewone tyd, plus 5 persent, tot middernag, en die loon vir gewone tyd, plus 10 persent, na middernag.

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

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

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

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

8. KORTTYD

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

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

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

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

9. BETALING VAN VERDIENSTE

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

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

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

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

(a) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in clause 13 of the Part of the Agreement, and clause 3 of Part II of this Agreement, a pro rata amount for the period of such absence: Provided that an employee shall be deemed to be working in addition to any period during which he is actually working if he is absent from work on the instruction or at the request of the employer, in circumstances other than those provided for in clause 8, and no deductions may be made from the employee's wage in respect of such absence;

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

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

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

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

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

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

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

10. INCENTIVE BONUS

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

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

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

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

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

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

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

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

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

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

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

(a) As 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende verlof wat toegestaan is vir verlenging van die verlof soos in klousule 13 van hierdie Deel van die Ooreenkoms en klousule 3 van Deel II van hierdie Ooreenkoms voorgeskryf, 'n pro rata-bedrag vir die tydperk van sodanige afwesigheid: Met dien verstande dat 'n werknemer geag word te werk, benewens enige tydperk wat hy werklik werk, as hy van sy werk afwesig is op las of op versoek van die werkgewer onder ander omstandighede as dié waarvoor daar in klousule 8 voorsiening gemaak word, en geen bedrag mag vir sodanige afwesigheid van 'n werknemer se loon afgetrek word nie;

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

(c) bydres tot die Raadsfondse ingevolge klousule 29 van hierdie Deel van die Ooreenkoms;

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

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

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

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

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

10. AANSPORINGSBONUS

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

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

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

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

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

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

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

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

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

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

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

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

- (a) A mistake in the calculation of either side; or
- (b) the material, means or method of production or the quantities are changed; or
- (c) a mutual arrangement has been made between the employer and the employee in the same way as a new price is arranged.

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

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

11. TRAVELLING AND SUBSISTENCE ALLOWANCE

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

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

(3) An employee shall be paid for meals and bed on the train.

(4) Where an employee, who, by reason of his employment is away from his usual working place, is required by his employer to live away from his usual domicile, board and lodging shall be paid for 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 for each day he is required by his employer to live away from his usual domicile. The subsistence allowance per day shall be:

For employees whose work is scheduled in this Agreement at Rates A, AA or B: R6.

For employees whose work is scheduled in this Agreement at Rates C, D, DD or DDD: R5,50.

For employees whose work is scheduled in this Agreement at Rates E to H: R2.

The accommodation supplied 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 the meals provided shall be commensurate with the allowance that would have been paid.

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

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

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

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

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

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

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

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

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

- (a) 'n Fout in die berekening van een van die partye; of
- (b) verandering van die materiaal, produksiemiddels of produksiemetodes of die hoeveelhede; of
- (c) 'n onderlinge reëling tussen die werkgewer en die werknemer op dieselfde manier as dié waarop 'n nuwe prys gereël word.

(12) Die Raad kan om enige rede wat hy goedvind 'n bedryfs-inrigting verbied om volgens 'n aansporingsbonusstelsel te werk.

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

11. REIS- EN VERBLYFTOELAE

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

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

(3) 'n Werknemer moet vir etes en 'n bed op die trein betaal word.

(4) Waar 'n werknemer vanweë sy diens nie op sy gewone werkplek werk nie en sy werkgewer van hom vereis om 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 daar 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 'n verblyftoelae aan die werknemer betaal word vir elke dag wat sy werkgewer van hom vereis om op 'n ander plek as sy gewone woonplek te woon. Die daaglikse verblyftoelae moet soos volg wees:

Vir werknemers wie se werk in hierdie Ooreenkoms onder Lone A, AA of B ingelys is: R6.

Vir werknemers wie se werk in hierdie Ooreenkoms onder Lone C, D, DD of DDD ingelys is: R5,50.

Vir werknemers wie se werk in hierdie Ooreenkoms onder Lone E tot H ingelys is: R2.

Die huisvesting wat op die terrein verskaf word, moet 'n bed en 'n matras insluit. Waar die werkgewer kos 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 eweredig wees aan die toelae wat betaal sou gewees het.

(5) Vir die toepassing van hierdie klousule moet Sondag geag word 'n gewone werkdag te wees.

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

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

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

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

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

12. TERMINATION OF EMPLOYMENT

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

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

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

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

(3) For the purposes 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. LEAVE AND UNEMPLOYMENT PAY

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

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

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

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

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

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

(a) The qualification for such leave shall be 286 shifts (whether worked for one or more employers), exclusive of overtime, actually worked on a six-day working week basis, or 49 calendar weeks of employment in the case of an employee working a five-day week basis: Provided that—

(i) subject to subparagraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, as the case may be, with the same employer shall not count for leave purposes: Provided

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

12. DIENSBEÏNDIGING

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

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

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

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

(3) Vir die toepassing van hierdie klousule, word Saterdag nie as 'n volle werkdag beskou nie. Kennis van voorneme om 'n dienskontrak teen uitskeityd op Saterdag te beëindig, moet voor 12h00 op Vrydag gegee word.

13. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

Behoudens andersluidende bepalings is die volgende voorwaardes van toepassing:

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

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

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

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

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

(a) Die kwalifikasie vir daardie verlof is 286 skofte (hetsy vir een of meer werkgewers gewerk), sonder oortyd, wat werklik gewerk is deur 'n werknemer wat ses dae per week werk, of 49 kalenderweke diens in die geval van 'n werknemer wat vyf dae per week werk: Met dien verstande dat—

(i) behoudens subparagraaf (ii) hiervan, diens van minder as 30 skofte of vyf kalenderweke, na gelang van die geval, by dieselfde werkgewer, nie vir verlofdoeleindes meegereken

that an employee who is laid off, after working 18 shifts or three calendar weeks, as the case may be, shall be credited with the number of shifts or calendar weeks actually worked for leave purposes;

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

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

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

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

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

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

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

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

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

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

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

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

word nie: Met dien verstande dat 'n werknemer wie se diens tydelik opgeskort word na voltooiing van 18 skofte of drie kalenderweke, na gelang van die geval, vir verlofdoeleindes gekrediteer moet word met die getal skofte of kalenderweke wat werklik gewerk is;

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

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

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

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

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

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

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

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

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

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

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

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

any deductions compelled by law for income tax. A copy of this voucher shall be handed to the employee concerned. For the purposes of subclause (4) (a) and (b) of this clause—

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

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

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

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

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

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

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

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

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

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

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

afgetrek moet word, vermeld. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word. Vir die toepassing van subklousule (4) (a) en (b) van hierdie klousule—

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) 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 shall include any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training.

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

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

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

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

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

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

14. LEAVE BONUS

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

(2) For the purposes of this clause—

"leave qualification" shall be the qualification for the paid leave prescribed in clause 13 of this Part of the Agreement and "leave cycle" shall have a corresponding meaning.

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

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
Where the employee's scheduled rate exceeds 87,5c per hour but does not exceed 108,5c per hour.	R	R	R	R
Where the employee's scheduled rate exceeds 108,5c per hour but does not exceed 119c per hour.	96,00	109,00	123,00	136,00
Where the employee's scheduled rate exceeds 119c per hour but does not exceed 141,5c per hour.	112,00	127,00	142,00	157,00
Where the employee's scheduled rate exceeds 141,5c per hour.	159,00	181,00	203,00	225,00
Where the employee's scheduled rate exceeds 141,5c per hour.	175,00	200,00	225,00	250,00

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

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

(10) Behoudens andersluidende bepalings 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 die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en sodanige diens sluit in enige tydperk waartydens 'n werknemer afwesig was vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van enige tydperk van sodanige opleiding as diens te eis nie.

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

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

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

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

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

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

14. VERLOFBONUS

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

(2) Vir die toepassing van hierdie klousule beteken—

"verlofkwalifikasie" die kwalifikasie vir die verlof met besoldiging in klousule 13 van hierdie Deel van die Ooreenkoms voorgeskryf en het "verlofsiklus" 'n ooreenstemmende betekenis.

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

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of verdere verlofsiklusse
Waar die werknemer se ingelyste loon meer as 87,5c per uur maar hoogstens 108,5c per uur is.	R	R	R	R
Waar die werknemer se ingelyste loon meer as 108,5c per uur maar hoogstens 119c per uur is.	96,00	109,00	123,00	136,00
Waar die werknemer se ingelyste loon meer as 119c per uur maar hoogstens 141,5c per uur is.	112,00	127,00	142,00	157,00
Waar die werknemer se ingelyste loon meer as 141,5c per uur is.	159,00	181,00	203,00	225,00
Waar die werknemer se ingelyste loon meer as 141,5c per uur is.	175,00	200,00	225,00	250,00

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

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

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

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

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

	R
Up to and including 1 000 kg.....	58
Over 1 000 kg and up to 3 000 kg.....	71
Over 3 000 kg and up to 4 500 kg.....	82
Over 4 500 kg.....	130

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

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

The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, calculated pro rata monthly, a copy of which shall be forwarded to the Secretary of the Council within seven days after the end of each and every month, along with the money equivalent of the leave payments referred to in clause 13 (4) (a) of this Part of the Agreement.

(b) For the purposes of this subclause—

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

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

15. REGISTRATION OF EMPLOYEES

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

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

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

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

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

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

	R
Eerste jaar se verlofkwalifikasie.....	80
Tweede jaar se verlofkwalifikasie.....	97
Derde jaar se verlofkwalifikasie.....	113
Vierde jaar se verlofkwalifikasie.....	130
Vyfde jaar se verlofkwalifikasie.....	175

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

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

	R
Tot en met 1 000 kg.....	58
Oor 1 000 kg en tot en met 3 000 kg.....	71
Oor 3 000 kg en tot en met 4 500 kg.....	82
Oor 4 500 kg.....	130

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

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

Die werkgever moet die bedrag op 'n bewys invul wat aan die werknemer verstrekt moet word en wat die getal skofte meld wat tel vir die bonus wat pro rata maandeliks bereken moet word, en binne sewe dae na die einde van elke maand 'n afskrif daarvan aan die Sekretaris van die Raad stuur, tesame met die geldekwivalent van die verlofbesoldiging in klousule 13 (4) (a) van hierdie Deel van die Ooreenkoms vermeld.

(b) Vir die toepassing van hierdie subklousule—

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

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

15. REGISTRASIE VAN WERKNEMERS

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

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

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

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

16. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

17. OUTWORK

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

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

18. EXEMPTIONS

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

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

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

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

19. SUPERVISORY WORK

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

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

20. EMPLOYMENT OF TRADE UNION LABOUR

(1) No employee who is not a member of one of the trade unions shall be employed by an employer who is a member of one of the employers' organisations and no employee who is a member of one of the trade unions shall work for an employer who is not a member of one of the employers' organisations: Provided that the application of this clause shall be limited to employees whom a rate equivalent to or higher than Rate D is prescribed in the Agreement.

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

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

16. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

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

17. BUITEWERK

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

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

18. VRYSTELLINGS

(1) Behoudens die voorbehoedsbepaling van artikel 51 (3) van die Wet, kan die Raad enige werkgever of werknemer vrystel van enigeen van die bepalings van hierdie Ooreenkoms en die Aansake hiervan. Daar moet by die Sekretaris van die Raad om vrystelling aansoek gedoen word.

(2) Die Raad moet die voorwaardes van sodanige vrystelling vasstel: Met dien verstande dat die Raad, as hy dit goeddink, nadat een week skriftelike kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat kan intrek, afgesien daarvan of die tydperk waarvoor sodanige vrystelling verleen is, verstryk het of nie.

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

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

(4) Die Raad moet—

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

19. TOESIGHOUDENDE WERK

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

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

20. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen werknemer wat nie lid van een van die vakverenigings is nie, mag in diens geneem word deur 'n werkgever wat lid van een van die werkgeversorganisasies is nie en geen werknemer wat wel lid van een van die vakverenigings is nie, mag werk vir 'n werknemer wat nie lid van een van die werkgeversorganisasies is nie: Met dien verstande dat die toepassing van hierdie klousule beperk is tot werknemers vir wie 'n loon gelyk aan of hoër as Loon D in die Ooreenkoms voorgeskryf is.

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

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

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

21. WORKING PARTNERS

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

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

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

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

23. ADMINISTRATION OF AGREEMENT

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

24. EXHIBITION OF NOTICES

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

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

25. AGENTS

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

26. BOARD AND LODGING

No employee shall be required, as part of his contract of service, to board or lodge or both with his employer, or to purchase any goods or hire any property from his employer or any other person specified by his employer. An employee who agrees to accept board or lodging, or both from his employer shall not be required or allowed to pay per week more than R1,50 for board and lodging or R1,10 for board only, or 40c for lodging only: Provided such lodging has been approved by the Council and the local authorities concerned.

27. 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 Contracting and Servicing Industry (Cape) 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 Contracting and Servicing Industry (Cape) 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.

28. REGISTRATION OF EMPLOYERS

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

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

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

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

21. WERKENDE VENNOTE

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

22. GETALSVIRHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER WERKNEMERS

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

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

23. ADMINISTRASIE VAN OOREENKOMS

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

24. VERTONING VAN KENNISGEWINGS

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

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

25. AGENTE

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

26. KOS EN INWONING

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

27. TOELAE VIR BESERING OP DIENS

(1) 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 gedek word deur die bepalinge van die Siekebesoldigingsfonds van die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap), moet hy 'n uurtolae 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 tot 'n maksimum van 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 bepalinge van die Siekebesoldigingsfonds van die Elektrotegniese Aannemings-en-bediensnywerheid (Kaap) gedek word nie, moet hy 'n uurtolae 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 ongeskiktheids-toelaes ingevolge genoemde Wet betaalbaar is.

28. REGISTRASIE VAN WERKGEWERS

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

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

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

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

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

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

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

29. EXPENSES OF THE COUNCIL

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

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

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

Class	Column A	Column B	Column C
		Employee's contributions Per week Cents	Employer's contributions Per week Cents
I	Employees whose prescribed rate is R1,82 per hour or more.....	10	10
II	Employees whose prescribed rate is R1,42 per hour or more, but less than R1,82...	8	8
III	Employees whose prescribed rate is R1,09 per hour or more, but less than R1,42...	5	5
IV	Employees whose prescribed rate is 79 cents per hour or more, but less than R1,09	3	3
V	Employees whose prescribed rate is less than 79 cents per hour.....	2	2
VI	General labourers, irrespective of the wages paid.....	1	1

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

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

(5) In any instance where the total amount payable under subclause (4) is less than one rand, the total amount referred to in subclause (4) shall be supplemented by the employer by such amount as to make the total a minimum payment of R1 in each month.

30. STORAGE, INSURANCE AND PROVISION OF TOOLS

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

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

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

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

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

29. UITGAWES VAN DIE RAAD

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

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

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

Klas	Kolom A	Kolom B	Kolom C
		Werknemer se bydraes Per week Sent	Werkgever se bydraes Per week Sent
I	Werknemers wie se voorgeskrewe loon R1,82 per uur of meer is	10	10
II	Werknemers wie se voorgeskrewe loon R1,42 per uur of meer maar minder as R1,82 is.....	8	8
III	Werknemers wie se voorgeskrewe loon R1,09 per uur of meer maar minder as R1,42 is.....	5	5
IV	Werknemers wie se voorgeskrewe loon 79 sent per uur of meer maar minder as R1,09 is.....	3	3
V	Werknemers wie se voorgeskrewe loon minder as 79 sent per uur is	2	2
VI	Algemene arbeiders, ongeag die loon wat betaal word.....	1	1

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

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

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

30. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

(b) If such tools are not insured, the employer shall in any case be liable for any such loss up to and including a limit value of R300 unless the employee concerned has satisfied the insurer, before such loss that the value of his tools exceeded that figure.

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

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

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

31. SPECIAL ALLOWANCES

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

(b) Where an employee has completed the hours of an ordinary shift or a 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.

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

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

32. CERTIFICATE OF SERVICE

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

PART II

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

1. INTRODUCTION

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

2. DEFINITIONS

(1) For the purposes of this clause—

"day shift" means any period from Monday to Saturday of not more than eight and a half hours ordinarily worked by an employee between the hours of 07h00 and 19h00, on five days, or any period not exceeding five hours worked between the hours of 07h00 and 13h00, on one day per week which shall be known as the "Short-day".

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

(b) Indien hierdie gereedskap nie verseker is nie, is die werkgewer nogtans vir verlies aanspreeklik tot en met 'n waardebeperking van R300, tensy die betrokke werknemer die versekeraar voor sodanige verlies daarvan oortuig het dat sy gereedskap meer as daardie bedrag werd was.

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

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

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

31. SPESIALE TOELAES

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

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

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

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

32. DIENSSERTIFIKAAT

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

DEEL II

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

1. INLEIDING

Uitgesonderd waar dit strydig is met hierdie Deel van die Ooreenkoms—in welke geval die voorwaardes wat hierop volg van toepassing is en voorrang moet geniet—is die voorwaardes van Deel I van die Ooreenkoms van toepassing op werknemers in diens vir werk geklassifiseer onder Loongroep A in klousule 4 van Deel I en werknemers vermeld in Afdeling 5 (Aanhangsel F) in diens in die Seksie van die Nywerheid vir die Versiening van Radio's, Verkoelings- en/of Huishoudelike Toestelle.

2. WOORDOMSKRYWING

(1) Vir die toepassing van hierdie klousule beteken—

"dagskof" enige tydperk tussen Maandag en Saterdag van hoogstens agt en 'n half uur wat gewoonlik deur 'n werknemer op vyf dae tussen 07h00 en 19h00 gewerk word, of enige tydperk van hoogstens vyf uur wat tussen 07h00 en 13h00 gewerk word op een dag van die week, wat as die "kort-dag" bekend moet staan.

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

3. LEAVE AND UNEMPLOYMENT PAY

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

(2) (a) All public holidays in terms of the Public Holidays Act, 1952, shall be paid public holidays in respect of which an employee shall be paid not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week: Provided that whenever any such public holiday falls on a Saturday, an employee who does not normally work on a Saturday shall be paid at his average ordinary hourly rate for the number of hours he would have been paid if the holiday fell within the period of Monday to Friday inclusive: Provided further that this subclause shall not apply to an employee who is on paid leave in terms of subclause (3) of this clause. For purposes of this subclause, the average ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate scheduled in this Agreement for the class of work being performed.

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

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

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

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

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

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

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

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

3. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

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

(2) (a) Alle openbare feesdae ingevolge die Wet op Openbare Feesdae, 1952, is feesdae met betaling waarvoor 'n werknemer minstens sy gewone loon betaal moet word asof hy op daardie dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het: Met dien verstande dat wanneer sodanige openbare feesdag op 'n Saterdag val, 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie, sy gemiddelde gewone uurloon vir die getal ure wat hy sou gewerk het as die feesdag binne die tydperk Maandag tot en met Vrydag geval het, betaal moet word: Voorts met dien verstande dat hierdie subklousule nie van toepassing is nie op 'n werknemer wat kragtens subklousule (3) van hierdie klousule met verlof met besoldiging is. By die toepassing van hierdie subklousule is die gemiddelde gewone uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die loon wat in hierdie Ooreenkoms vasgestel is vir die klas werk wat verrig word.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purposes of subclause (4) (b) —

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) 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 shall include any period during which an employee is absent undergoing military training in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such training.

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

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

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

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

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

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

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

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

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

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

(ii) die ekstra week verlof vanaf die jaar van kwalifisering uitgestel kan word en kan oploep tot dat die werknemer vir drie sodanige ekstra weke verlof met besoldiging kwalifiseer.

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

(10) Behoudens andersluidende bepalinge 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 op die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en dit sluit in enige tydperk waartydens 'n werknemer afwesig was vir militêre opleiding ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van enige tydperk van sodanige opleiding as diens te eis nie.

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

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

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

(13) Elke werkgever in hierdie Seksie van die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die Raad geregistreer is en wat dit nie reeds ooreenkomstig 'n vorige ooreenkoms gedoen het nie, moet binne een maand na daardie datum die Raad mededeel of die bepalinge van hierdie klousule of wel die bepalinge van klousule 13 van Deel I van die Ooreenkoms in sy bedryfsinrigting toegepas sal word, en elke

of the Industry who is not already registered with the Council in pursuance of any previous agreement shall make such declaration upon registering with the Council.

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

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

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

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

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

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

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

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

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

(2) For the purposes of this clause—

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

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

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate exceeds 87,5c per hour but does not exceed 108,5c per hour.	96,00	109,00	123,00	136,00
Where the employee's scheduled rate exceeds 108,5c per hour but does not exceed 119c per hour.	112,00	127,00	142,00	157,00
Where the employee's scheduled rate exceeds 119c per hour but does not exceed 141,5c per hour.	159,00	181,00	203,00	225,00
Where the employee's scheduled rate exceeds 141,5c per hour.	175,00	200,00	225,00	250,00

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

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

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

werkgewer in hierdie Seksie van die Nywerheid wat nog nie ooreenkomstig 'n vorige ooreenkoms by die Raad geregistreer is nie, moet hierdie mededeling doen tydens registrasie by die Raad.

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

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

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

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

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

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

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

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

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

(2) Vir die toepassing van hierdie klousule beteken—

"verlofkwalifikasie" die kwalifikasie vir die verlof met besoldiging in klousule 3 van hierdie Deel van die Ooreenkoms voorgeskryf en het "verlofsiklus" 'n ooreenstemmende betekenis.

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

	Eerste verlof-siklus	Tweede verlof-siklus	Derde verlof-siklus	Vierde of verdere verlof-siklusse
	R	R	R	R
Waar die werknemer se ingelyste loon meer as 87,5c per uur maar hoogstens 108,5c per uur is.	96,00	109,00	123,00	136,00
Waar die werknemer se ingelyste loon meer as 108,5c per uur maar hoogstens 119c per uur is.	112,00	127,00	142,00	157,00
Waar die werknemer se ingelyste loon meer as 119c per uur maar hoogstens 141,5c per uur is.	159,00	181,00	203,00	225,00
Waar die werknemer se ingelyste loon meer as 141,5c per uur is.	175,00	200,00	225,00	250,00

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

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

	R
Eerste jaar se verlofkwalifikasie.	80
Tweede jaar se verlofkwalifikasie.	97
Derde jaar se verlofkwalifikasie.	113
Vierde jaar se verlofkwalifikasie.	130
Vyfde jaar se verlofkwalifikasie.	175

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

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

	R
Up to and including 1 000 kg.....	58
Over 1 000 kg and up to 3 000 kg.....	71
Over 3 000 kg and up to 4 500 kg.....	82
Over 4 500 kg.....	130

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

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

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

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

5. STORAGE, INSURANCE AND PROVISION OF TOOLS

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

(b) If such tools are not insured, the employer shall be in any case liable for any such loss up to and including a limit value of R300, unless the employee concerned has satisfied the insurer, before such loss, that the value of his tools exceeded that figure.

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

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

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

PART III

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED

Notwithstanding anything in these provisions contained, the provisions relating to "Hours of Work" (clause 5), "Overtime and Payment for Work on Sundays and Certain Public Holidays" (clause 6), "Night Shift Work" (clause 7), "Holiday and Unemployment Pay" (clause 13), "Leave Bonus" (clause 14), "Illness

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

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

	R
Tot en met 1 000 kg.....	58
Oor 1 000 kg en tot en met 3 000 kg.....	71
Oor 3 000 kg en tot en met 4 500 kg.....	82
Oor 4 500 kg.....	130

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

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

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

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

5. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

(b) Indien hierdie gereedschap nie verseker is nie, is die werkgewer nogtans vir verlies aanspreeklik tot en met 'n waardebeperking van R300 tensy die betrokke werknemer die versekeraar voor die verlies daarvan oortuig het dat sy gereedschap meer as daardie bedrag werd was.

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

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

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

DEEL III

SPESIALE VOORWAARDES MET BETREKKING TOT SEKERE SOORTE ARBEID HIERIN VERMELD

Ondanks enigiets in hierdie bepalings, is die bepalings met betrekking tot "werkure" (klousule 5), "oortydwerk en betaling vir werk op Sondae en sekere openbare feesdae" (klousule 6), "Nagskofwerk" (klousule 7), "verlof en werkloosheidsbesoldiging" (klousule 13), "Verlofbonus" (klousule 14), "Toelae vir

Service" (clause 32) of Part I of the Agreement and the provisions of Part II of the Agreement shall not apply to employees employed on Rates E to H work, labourers and watchmen, to whom (except as is otherwise provided therein) the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. HOURS OF WORK

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

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

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

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

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

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

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

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

(4) Notwithstanding the provisions of this clause—

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

(a) between 18h00 and 06h00; or

(b) after 13h00 on more than five days in any week;

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

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

(b) on more than three consecutive days;

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

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

(i) been given notice thereof before midday; or

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

(iii) been paid an allowance of not less than 45c in sufficient time to enable her to obtain a meal before the overtime was due to commence.

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

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

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

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

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

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

siekte of besering op diens" (klousule 27), "Dienssertifikaat" (klousule 32) van Deel I van die Ooreenkoms en die bepalings van Deel II van die Ooreenkoms nie van toepassing op werknemers wat in diens is in Loongroepe E to H, arbeiders en wagte op wie (behoudens soos andersins daarin bepaal) die oorblywende bepalings van Deel I en die volgende spesiale bepalings toegepas moet word. (Die spesiale bepalings moet geld en voorrang geniet as hulle strydig is met genoemde oorblywende bepalings van Deel I.)

1. WERKURE

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

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

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

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

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

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

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

(4) Ondanks hierdie klousule—

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

(a) tussen 18h00 en 06h00; of

(b) na 13h00 op meer as vyf dae per week te werk nie;

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

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

(b) op meer as drie agtereenvolgende dae;

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

(d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag;

oortyd te werk nie, tensy sy—

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

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

(iii) betyds 'n toelae van minstens 45c betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) For the 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.

(10) Notwithstanding the provisions of subclause (1) of this clause, where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee 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 that—

(a) 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) 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 at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

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

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

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

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

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

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

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

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

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

(9) By die toepassing van hierdie klousule beteken—

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

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

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

(a) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure gewerk, daar vir alle sodanige oortydure die werknemer se gewone uurloon betaal 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, die bepalings van hierdie subklousule nie van toepassing is nie en daar vir die oortydure gewerk in so 'n geval betaal moet word teen die oortydure wat van toepassing is op die oortydure gewerk: Met dien verstande dat 'n werkgever 'n doktersertifikaat van 'n werknemer kan eis as bewys van oorsaak van afwesigheid.

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

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

3. SHIFT WORK

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

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

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

(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 for at ordinary hourly rates: Provided that if the shift commences before 06h00, time worked prior to 06h00 shall be paid at the ordinary hourly rate plus 10 per cent;

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

(aa) When the hours for the complete shift fall wholly within any period from 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 5 per cent until midnight, and after midnight, at the ordinary hourly rate, plus 10 per cent.

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

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

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

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

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

4. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS

(1) (a) Subject to paragraph (b), if an employee does not work on Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week: Provided that whenever Republic Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day falls on a Saturday, an employee who does not work on such day shall be granted a full shift's remuneration in respect of such day as if the holiday had fallen within the period Monday to Friday inclusive.

(b) Employees employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part II of the Agreement, shall be entitled to all public holidays in terms of the Public Holidays Act, 1952, in respect of which an employee shall be paid not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

For purposes of paragraphs (a) and (b) the rate of remuneration of employees employed on incentive bonus work shall be the rate for the class of work scheduled in the Agreement.

(2) Save as is provided in subclause (3) hereof, whenever an employee works on Good Friday, Easter Monday, Ascension Day, Republic Day, the Day of the Covenant, Christmas Day, Boxing Day or New Year's Day, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter the overtime rate prescribed in clause 2 (1) of this Part of the Agreement shall apply.

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

3. SKOFWERK

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

(2) Ten einde nagskofwerk te doen, moet 'n werknemer drie of meer agtereenvolgende nagte tussen 18h00 op Maandag en 06h00 op Sondag van dieselfde week werk, uitgesonderd in skeepswerk, waar enige drie of meer nagte wat agtereenvolgend gewerk is, nagskofwerk kan uitmaak.

(3) Minstens ses uur moet verloop tussen die plasing van 'n werknemer op nagskof en op dagskof: Met dien verstande dat 'n werknemer gedurende sodanige tussentydperk van ses uur kan werk, mits aan hom een en 'n derde maal die uurloon vir oortydwerk 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 indien die skof voor 06h00 begin, daar vir tyd wat voor 06h00 gewerk is, die gewone uurloon, plus 10 persent, betaal moet word;

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

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

(ab) indien die ure vir die volledige skof nie geheel en al binne 'n tydperk van 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, moet die gewone uurloon, plus 5 persent, betaal word;

(ii) derde skof, moet die gewone uurloon, plus 10 persent, betaal word.

(5) Tyd wat werknemers gewerk het volgens skofstelsels ná voltooiing van die gewone skof in die betrokke bedryfsinrigting, moet as oortyd gereken word en een en 'n derde maal die verhoogde uurloon moet daarvoor betaal word tot die gewone aanvangstyd van die werknemer se volgende gewone skof.

Vir die toepassing van bogenoemde, beteken "verhoogde uurloon" die gewone uurloon, plus die persentasiebedrag wat aan die einde van die skof daarvoor betaalbaar is.

4. BETALING VIR SEKERE OPENBARE FEESDAE

(1) (a) Behoudens paragraaf (b), indien 'n werknemer nie op Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag, Gesinsdag of Nuwejaarsdag werk nie, moet sy werkgever hom vir sodanige dag minstens sy gewone besoldiging betaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het: Met dien verstande dat wanneer Republiekdag, Geloftedag, Kersdag, Gesinsdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, besoldiging vir 'n volle skof moet ontvang vir sodanige dag asof die feesdag binne die tydperk Maandag tot en met Vrydag geval het.

(b) Werknemers wat in die Seksie van die Nywerheid vir die Versiening van Radio's, Verkoelings- en/of Huishoudelike Toestelle, Deel II van die Ooreenkoms, in diens is, is geregtig op alle openbare feesdae ingevolge die Wet op Openbare Feesdae, 1952, waarvoor 'n werknemer minstens sy gewone besoldiging betaal moet word asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

Vir die toepassing van paragrafe (a) en (b) is die besoldiging van werknemers wat aansporingsbonuswerk verrig, die loon wat vir die klas werk in die Ooreenkoms voorgeskryf word.

(2) Behoudens subklousule (3) hiervan, wanneer 'n werknemer op Goëie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag, Gesinsdag of Nuwejaarsdag werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en daarenboven sy gewone loon vir die tyd wat hy werklik gewerk het tot die voltooiing van die skof, waarna die oortydloon wat in klousule 2 (1) van hierdie Deel van die Ooreenkoms voorgeskryf word, van toepassing is.

(3) Whenever an employee employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part II of the Agreement, works on any public holiday in terms of the Public Holidays Act, 1952, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift; whereafter the overtime rate prescribed in clause 2 (1) of this Part of the Agreement shall apply.

(4) The provisions of this clause shall not apply to employees employed on watchman's work, or an employee who is on paid leave provided for in this Part of this Agreement.

5. PAID LEAVE

(1) (a) Save as is provided in paragraph (b) an employer shall grant, in accordance with the provisions of paragraphs (b), (c) and (d), to every employee employed by him in respect of each period of 12 months' employment with him, leave of absence of not less than three weeks on full pay or alternatively grant not less than two consecutive weeks of absence on full pay, plus one week's pay in lieu of the third week of absence. For every public holiday referred to in clause 4 (2) of this Part of the Agreement that falls within the period of such leave, the employer shall add a work-day to the said period as a further period of leave of absence on full pay.

(b) Employees employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, Part II of the Agreement, shall be entitled to two consecutive weeks' plus two days' paid leave. Should any statutory public holiday fall within the period of the leave, such period shall be extended by one day with full pay for each such day.

(c) An employer shall grant such leave as from a date fixed by him but not later than four months after the termination of the said period of 12 months' employment: Provided that if an employee has agreed thereto in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

(d) An employer shall not grant such leave to be concurrent with any period during which the employee is under notice of termination of employment or (except at the written request of the employee) to be concurrent with any period during which the employee is undergoing military training in pursuance of the Defence Act of 1957.

(2) Every employee to whom leave is granted under subclause (1) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(3) Upon termination of an employee's employment his employer shall pay to him—

(a) his full pay in respect of any period of leave which has accrued to him but was not granted to him before the date of termination of the employment; and

(b) (i) in the case of employees, other than those referred to in subclause (1) (b), one-twelfth of his full pay for three weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subclause (1) or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment;

(ii) in the case of an employee referred to in subclause (1) (b), one-twelfth of his full pay for two weeks, plus two days in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subclause (1), or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

(4) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) is undergoing military training in pursuance of the Defence Act of 1957; or

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

(d) is absent from work owing to illness;

shall be deemed to be employment for the purpose of subclauses (1) and (3): Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails after the request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during 12 months of employment which is in excess of 30 days;

(3) Wanneer 'n werknemer in diens in die Seksie van die Nywerheid vir die Versiening van Radio's, Verkoelings- en/of Huishoudelike Toestelle, Deel II van die Ooreenkoms, op enige openbare feesdag ingevolge die Wet op Openbare Feesdae, 1952, werk, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en daarbenewens sy gewone loon vir die tyd wat hy werklik gewerk het tot die voltooiing van die skof, waarna die oortydloon wat in klousule 2 (1) van hierdie Deel van die Ooreenkoms voorgeskryf word, van toepassing is.

(4) Hierdie klousule geld nie vir werknemers wat die werk van 'n wag verrig nie, of 'n werknemer wat met verlof met besoldiging is nie waarvoor in hierdie Deel van die Ooreenkoms voorsiening gemaak word.

5. VERLOF MET BESOLDIGING

(1) (a) Behoudens paragraaf (b) moet 'n werkgever, ooreenkomstig paragraaf (b), (c) en (d), aan elke werknemer by hom in diens vir elke tydperk van 12 maande diens by hom, afwesigheidsverlof van minstens drie weke met volle besoldiging toestaan of hom anders minstens twee agtereenvolgende weke afwesigheidsverlof met volle besoldiging, plus betaling vir een week in die plek van die derde week van afwesigheid, toestaan. Vir elke openbare feesdag in klousule 4 (2) van hierdie Deel van die Ooreenkoms bedoel wat binne sodanige verloftydperk val, moet die werkgever een werkdag by genoemde verloftydperk voeg as 'n verdere tydperk van afwesigheidsverlof met volle besoldiging.

(b) Werknemers in diens in die Seksie van die Nywerheid vir die Versiening van Radio's, Verkoelings- en/of Huishoudelike Toestelle, Deel II van die Ooreenkoms, is op twee agtereenvolgende weke plus twee dae verlof met besoldiging geregtig. Indien enige statutêre openbare feesdag binne die verloftydperk val, moet sodanige tydperk met een dag verleng word, met volle betaling vir elke sodanige dag.

(c) 'n Werkgever moet sodanige verlof toestaan vanaf 'n datum wat nie later nie as vier maande na afloop van genoemde tydperk van 12 maande diens deur hom vasgestel moet word: Met dien verstande dat indien 'n werknemer voor die verstrekking van genoemde tydperk van vier maande skriftelik daartoe instem, sy werkgever sodanige verlof aan hom kan toestaan vanaf 'n datum nie later nie as twee maande na die verstrekking van genoemde tydperk van vier maande.

(d) 'n Werkgever mag nie sodanige verlof toestaan sodat dit saamval met enige diensopseggingstydperk of (uitgesonderd op die werknemer se skriftelike versoek) dat dit saamval met enige tydperk waarin die werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.

(2) Elke werknemer aan wie verlof kragtens subklousule (1) toegestaan word, moet betaling van die werkgever vir sodanige verlof voor of op die laaste werkdag voor die aanvang van genoemde tydperk ontvang.

(3) By beëindiging van sy diens moet die werkgever die werknemer—

(a) sy volle besoldiging betaal vir enige tydperk van verlof wat hom toekom maar nie voor die diensbeëindigingsdatum toegestaan is nie; en

(b) (i) in die geval van werknemers, uitgesonderd dié in subklousule (1) (b) bedoel, een twaalfde betaal van sy volle besoldiging vir drie weke ten opsigte van elke voltooië maand diens by die werkgever na die datum waarop hy laas op verlof ingevolge subklousule (1) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens;

(ii) in die geval van 'n werknemer in subklousule (1) (b) bedoel, een twaalfde betaal van sy volle besoldiging vir twee weke, plus twee dae ten opsigte van elke voltooië maand diens by die werkgever na die datum waarop hy laas kragtens subklousule (1) op verlof geregtig geword het, of in die geval van 'n werknemer wat vir minder as 12 maande in diens is, na die aanvangsdatum van sy diens.

(4) Enige tydperk waarin 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (1); of

(b) militêre opleiding ondergaan ingevolge die Verdedigingswet, 1957; of

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

(d) weens siekte van die werk afwesig is;

moet vir die toepassing van subklousules (1) en (3) as "diens" geag word: Met dien verstande dat—

(i) paragraaf (d) nie van toepassing is nie op afwesigheid as gevolg van siekte van meer as drie agtereenvolgende dae, as die werknemer versuim om op versoek van die werkgever 'n doktersertifikaat aan sy werkgever voor te lê wat bevestig dat hy deur siekte verhinder is om sy werk te doen, of op daardie gedeelte van 'n totale tydperk van afwesigheid as gevolg van siekte gedurende 12 maande diens, wat meer as 30 dae is;

(ii) any employee whose employer is by any law required to provide for the care and treatment of employees while sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in subparagraph (i); and

(iii) the provisions of paragraph (b) shall not apply in respect of a period in excess of four months during any period of 12 calendar months.

(5) Any amount paid to an employee in terms of subclause (2) or (3) of this clause shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be: Provided that the rate of remuneration of employees employed on incentive bonus work shall be computed on the average weekly earnings, exclusive of overtime, over the last three months of such employment or, whichever is the lesser, the number of weeks actually worked on incentive bonus work.

(6) For the purpose of calculating leave due under this clause employment shall be deemed to commence from the date upon which an employee enters an employer's service or from the date on which he last became entitled to annual leave, whichever date is the later.

(7) (a) An employee who has been in continuous employment with one establishment on qualifying for his sixth period of annual leave as provided for in terms of subclause (1) of this clause, and each year thereafter whilst in the employ of the same establishment, irrespective of whether the said establishment has changed ownership since the employee concerned was first employed, shall be entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and the employee—

(i) the paid leave referred to in subclause (1) of this clause may be extended by an extra week; or

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

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

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

6. LEAVE BONUS

(1) For the purposes of this clause "leave qualification" shall be the qualification for the paid leave prescribed in clause 5 of this Part of the Agreement and the expression "leave cycle" shall have a corresponding meaning.

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

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
Where the class of work is scheduled at Rate H and employees employed on watchman's work.....	R	R	R	R
Where the class of work is scheduled at Rates E, F and G.....	32,00	37,00	42,00	47,00
	45,00	53,00	61,00	69,00

(ii) as die werkgewer by wet verplig word om te sorg vir die versorging en behandeling van sy werknemers terwyl hulle siek of beseer is, daar nie van sodanige werknemers vereis mag word om 'n doktersertifikaat voor te lê vir enige tydperk van afwesigheid in subparagraaf (i) genoem nie; en

(iii) paragraaf (b) nie vir 'n langer tydperk as vier maande gedurende 'n tydperk van 12 kalendermaande geld nie.

(5) Enige bedrag wat aan 'n werknemer ingevolge subklousule (2) of (3) van hierdie klousule betaal word, moet bereken word teen die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens geëindig het, na gelang van die geval: Met dien verstande dat die besoldiging van werknemers wat aansporingsbonuswerk verrig, bereken moet word volgens die gemiddelde weeklikse verdienste, uitgesonderd oortyd, oor die laaste drie maande van sodanige diens of die getal weke wat hy werklik aansporingsbonuswerk verrig het, nl. die kortste tydperk.

(6) Vir die berekening van verlof wat ingevolge hierdie klousule verskuldig is, moet die aanvang van diens beskou word as die datum waarop die werknemer by sy werkgewer in diens tree of die datum waarop hy laas op jaarlikse verlof geregtig geword het, nl. die jongste datum.

(7) (a) 'n Werknemer wat ononderbroke in die diens van een bedryfsinrigting was en wat vir sy sesde jaarlikse verloftydperk ooreenkomstig subklousule (1) van hierdie klousule kwalifiseer, is by sodanige kwalifisering en elke jaar daarna terwyl hy in die diens van dieselfde bedryfsinrigting bly—afgesien daarvan of genoemde bedryfsinrigting van eienaar verander het sedert die betrokke werknemer vir die eerste maal in diens geneem is—geregtig op 'n ekstra week verlof met besoldiging, wat deur die werkgewer toegestaan moet word soos dit hom pas, of op die ekwivalente waarde daarvan: Met dien verstande dat, by onderlinge ooreenkoms tussen die werkgewer en die werknemer—

(i) die verlof met besoldiging in subklousule (1) van hierdie klousule vermeld, met 'n ekstra week verleng kan word; of

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

(b) Wanneer die werkgewer en die werknemer tot die ooreenkoms geraak soos in paragraaf (a) (ii) van hierdie subklousule bepaal en die werknemer vir drie sodanige ekstra weke verlof met besoldiging (hieronder die "opgelope verlof" genoem) gekwalifiseer het, moet die werknemer die opgelope verlof neem en moet die werkgewer dit verleen wanneer die werknemer die verlof met besoldiging in subklousule (1) van hierdie klousule vermeld, verleen en hy dit neem tensy die werkgewer en die werknemer ooreenkom dat die opgelope verlof op 'n ander tyd geneem word: Met dien verstande dat die werkgewer die werknemer in elk geval in staat moet stel om die opgelope verlof te neem in die tydperk voor sy eerstvolgende kwalifisering vir verlof met besoldiging, en as die werknemer versuim om die opgelope verlof binne sodanige tydperk te neem, vervel sy reg daarop.

(c) By die beëindiging van die diens van 'n werknemer wat op die addisionele verlof met besoldiging geregtig geword het maar nog nie die ekwivalente waarde daarvan soos in hierdie subklousule bepaal, ontvang het nie, moet hy, wanneer sy diens aldus beëindig word, betaal word vir sodanige ekstra verlof met besoldiging waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

6. VERLOFBONUS

(1) Vir die toepassing van hierdie klousule beteken "verlof-kwalifikasie" die kwalifikasie vir die verlof met besoldiging in klousule 5 van hierdie Deel van die Ooreenkoms voorgeskryf en het "verlofsiklus" 'n ooreenstemmende betekenis.

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

	Eerste verlof-siklus	Tweede verlof-siklus	Derde verlof-siklus	Vierde of verdere verlof-siklusse
Waar die klas werk ingelys is onder Loon H en werknemers in diens as wagt...	R	R	R	R
Waar die klas werk ingelys is onder Loon E, F en G...	32,00	37,00	42,00	47,00
	45,00	53,00	61,00	69,00

7. SICKNESS COMPENSATION

(1) Whenever an employee is absent from work through sickness or injury his employer shall, subject to the provisions of this clause, grant to him sick leave calculated as follows:

(a) In respect of any periods of incapacity not exceeding two full shifts—sick leave without pay;

(b) in respect of any periods of continuous incapacity exceeding two full shifts—

(i) in the case of an employee who works a five-day week, a total of up to 10 working shifts only in the aggregate during any period of 12 consecutive months' service; and

(ii) in the case of an employee who works a six-day week, a total of up to 12 working shifts only in the aggregate during any period of 12 consecutive months' service;

sick leave at one normal shift's pay, exclusive of overtime calculated on the employee's hourly rate of pay in respect of each full shift of such absence;

(c) in respect of any periods of continuous or subsequent incapacity which may, in the course of a period of 12 consecutive months, exceed the period stipulated in subclause (1) (b) (i) and (ii) hereof, sick leave at one third of a normal shift's pay, exclusive of overtime, calculated on the employee's hourly rate of pay, in respect of each full shift of the balance of such absence.

(2) Subject to the provisions of subclauses (3) and (5) hereof, every employee shall accrue credits for purposes of sickness compensation at the rate of $2\frac{1}{2}$ shifts for every 22 shifts worked in the case of an employee who works a five-day week and 26 shifts in the case of an employee who works a six-day week: Provided that no employee shall at any time be entitled to accrue credits for compensation in excess of 65 shifts in the case of an employee who works a five-day week and 78 shifts in the case of an employee who works a six-day week.

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

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

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

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

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

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

(i) in respect of the first two shifts of any period of absence;

(ii) in respect of absences from work which are compensable under the Workmen's Compensation Act, 1941;

(iii) in respect of sickness or injury attributed to misconduct or excessive indulgence in intoxicating liquor or drugs, or due to injuries sustained as a consequence of any form of civil commotion or involvement in public riots;

(iv) in respect of paid public holidays as specified in this Agreement, or in respect of any portion of the paid leave referred to in clause 5 of this Part of this Agreement;

(v) in any one cycle of 12 months' employment with the same employer in excess of the maximum number of credits he is permitted to accrue in terms of subclause (2) of this clause;

(vi) in respect of sickness or injury contracted or sustained during any period of absence from work such as referred to in subclause (11) of this clause.

7. SIEKTEVERGOEDING

(1) Wanneer 'n werknemer weens siekte of 'n besering van sy werk afwesig is, moet sy werkgever, behoudens hierdie klousule, hom siekteverlof verleen wat soos volg bereken moet word:

(a) Vir tydperke van werkonvermoë van hoogstens twee volle skofte—siekteverlof sonder besoldiging;

(b) vir tydperke van ononderbroke werkonvermoë wat langer as twee volle skofte duur—

(i) in die geval van 'n werknemer wat vyf dae per week werk, hoogstens 10 werkskofte altesaam gedurende enige tydperk van 12 agtereenvolgende maande diens; en

(ii) in die geval van 'n werknemer wat ses dae per week werk, hoogstens 12 werkskofte altesaam gedurende enige tydperk van 12 agtereenvolgende maande diens;

siekteverlof teen die besoldiging vir 'n gewone skof, uitgesonderd oortyd, bereken volgens die werknemer se uurloon, vir elke volle skof wat hy aldus afwesig is;

(c) vir tydperke van ononderbroke of latere werkonvermoë wat, in die loop van 'n tydperk van 12 agtereenvolgende maande, langer is as die tydperk bepaal in subklousule (1) (b) (i) en (ii) hiervan, siekteverlof teen een derde van die besoldiging vir 'n gewone skof, uitgesonderd oortyd, bereken volgens die werknemer se uurloon, vir elke volle skof vir die res van sodanige afwesigheid.

(2) Behoudens subklousules (3) en (5) hiervan, loop daar vir elke werknemer 'n kredit vir die doeleindes van siektevergoeding op teen twee en 'n half skofte vir elke 22 skofte gewerk in die geval van 'n werknemer wat vyf dae per week werk en 26 skofte in die geval van 'n werknemer wat ses dae per week werk: Met dien verstande dat geen werknemer te eniger tyd daarop geregtig is om 'n groter kredit vir vergoeding te laat ooploop nie as 65 skofte in die geval van 'n werknemer wat vyf dae per week werk en 78 skofte in die geval van 'n werknemer wat ses dae per week werk.

(3) Slegs kredit opgeloopt ten opsigte van ononderbroke diens by die huidige werkgever tel vir siektevergoeding.

(4) Waar die diens van 'n werknemer beëindig word gedurende sy afwesigheid weens siekte of 'n ongeluk waarvoor siektevergoeding ingevolge hierdie klousule betaalbaar is, moet die werkgever aanhou om sodanige vergoeding te betaal totdat die kredit wat vir sodanige werknemer opgeloopt het, uitgeput is, mits 'n doktersertifikaat ingedien word soos in hierdie klousule van hierdie Ooreenkoms voorgeskryf.

(5) Wanneer 'n werknemer siektevergoeding ooreenkomstig hierdie klousule ontvang, word die totale kredit wat vir die betrokke werknemer opgeloopt het, verminder met die totale getal skofte waarvoor vergoeding betaal is, totdat die totale kredit wat vir die werknemer opgeloopt het, uitgeput is.

(6) Waar die werkgever sy werknemer van kos en/of inwoning voorsien gedurende sy siekte, kan die siektevergoeding wat ingevolge hierdie klousule betaalbaar is, verminder word met R1,10 per week as slegs kos verskaf word of 40c per week as slegs inwoning verskaf word of R1,50 per week as kos en inwoning verskaf word.

(7) Waar daar by wet van 'n werkgever vereis word om gelde vir die hospitaal- en/of mediese behandeling van 'n werknemer te betaal en hy sodanige gelde wel betaal, kan die bedrag aldus betaal, afgetrek word van die betaling verskuldig vir siektevergoeding ingevolge hierdie klousule.

(8) Geen werknemer is daarop geregtig om siektevergoeding te ontvang nie—

(i) vir die eerste twee skofte van enige tydperk van afwesigheid;

(ii) vir afwesigheid waarvoor skadeloosstelling kragtens die Ongevalwet, 1941, betaalbaar is;

(iii) vir siekte of 'n besering wat te wyte is aan wangedrag of buitensporige gebruik van bedwelmende drank of verdovingsmiddels of aan beserings opgedoen as gevolg van enige vorm van burgerlike onluste of betrokkenheid by openbare oproer;

(iv) vir openbare feesdae met besoldiging soos in hierdie Ooreenkoms bepaal, of vir enige gedeelte van die verlof met besoldiging wat in klousule 5 van hierdie Deel van hierdie Ooreenkoms vermeld word;

(v) wat in enige kringloop van 12 maande diens by dieselfde werkgever meer beloop as die kredit wat hy toegelaat word om ooreenkomstig subklousule (2) van hierdie klousule te laat ooploop;

(vi) vir siekte of 'n besering opgedoen gedurende enige tydperk van afwesigheid in subklousule (11) van hierdie klousule vermeld.

(9) Payment of the sickness compensation may be made to the employee concerned periodically during his absence but shall not be later than the first pay-day after his return to duty: Provided that, and as a condition precedent to the payment by him of any sickness compensation in terms of this clause, an employer may require any such employee who has qualified for sickness compensation in terms of this clause, to obtain and produce to the employer as proof of cause of absence a medical certificate from a medical practitioner in respect of periods of absence covering four consecutive days or more.

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

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

8. ALLOWANCES

An employee whose work is scheduled in this Agreement at Rates E, F, G or H who by reason of his employment is away from his usual working place and is required by his employer to live away from his usual domicile shall be provided with board and lodging accommodation which shall include sleeping bunks or shall be provided with lodging accommodation which shall include sleeping bunks and be paid a subsistence allowance of not less than R2 per day.

9. CERTIFICATE OF SERVICE

Every employer shall provide each employee on the termination of his employment with a certificate of service in such form as may be prescribed by the Council from time to time.

Signed at Cape Town for and on behalf of the parties this 5th day of August 1976.

R. D. SMITH, Chairman.

A. P. BUTLER, Vice-Chairman.

W. R. PENGELLY, Secretary.

ANNEXURE A

To be submitted at the end of each month to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

Name of firm.....

Address.....(office)

.....(workshop)

Return for the month of.....19.....

Benefit Fund number	Engagements and discharges		Date engaged	Date left
	Name of employee	Occupation		

EMPLOYEES LIABLE FOR LEVIES

	Number of apprentices not liable for levies
No. as per last return.....	
Add: Engagements.....	
Less: Discharges.....	
No. at date of this return.....	

(9) Die siektevergoeding kan periodiek aan die betrokke werknemer gedurende sy afwesigheid betaal word, maar dit mag nie later as die eerste betaaldag na sy terugkeer tot sy diens betaal word nie: Met dien verstande dat 'n werkgever as 'n opskortende voorwaarde vir die betaling, deur hom, van enige siektevergoeding ooreenkomstig hierdie klousule, kan vereis dat sodanige werknemer wat kragtens hierdie klousule vir siektevergoeding gekwalifiseer het, 'n doktersertifikaat moet verkry en aan die werkgever moet voorlê as bewys van die oorsaak van sy afwesigheid ten opsigte van tydperke van afwesigheid van vier of meer agtereenvolgende dae.

(10) By die toepassing van hierdie klousule tel afwesigheid op openbare feesdae met besoldiging en ook verlof met besoldiging as "skofte gewerk".

(11) Afwesigheid met die toestemming van die werkgever vir 'n bepaalde tydperk van hoogstens ses maande in een kringloop van 12 maande diens by dieselfde werkgever word nie geag 'n onderbreking van 'n werknemer se aaneenlopende diens te wees nie, mits die betrokke werknemer gedurende sodanige afwesigheid nie vir 'n ander werkgever werk nie.

8. TOELAES

Werknemers wie se werk in hierdie Ooreenkoms onder Lone E, F, G of H ingedeel is en van wie die werkgever, weens hul diens weg van hul gewone werkplekke af, vereis dat hulle weg van hul gewone woonplekke af moet bly, moet voorsien word van kos en akkommodasie wat slaapbanke moet insluit of voorsien word van akkommodasie wat slaapbanke moet insluit en 'n verblyftoeleae van minstens R2 per dag betaal word.

9. DIENSSERTIFIKAAT

Elke werkgever moet elke werknemer by die beëindiging van sy diens voorsien van 'n dienssertifikaat in die vorm wat die Raad van tyd tot tyd voorskryf.

Namens die partye op hede die 5de dag van Augustus 1976 te Kaapstad onderteken.

R. D. SMITH, Voorsitter:

A. P. BUTLER, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

AANHANGSEL A

Moet aan die einde van elke maand aan die Nywerheidsraad vir die Elektrotegniese Aannemings-en-bedieningsnywerheid (Kaap) gestuur word.

Naam van firma.....

Adres.....(kantoor)

.....(werkwinkel)

Opgawe vir die maand.....19.....

Bystands-fondsnummer	In diens geneem en ontslaan		Datum van indiens-neming	Datum van uitdiens-treding
	Naam van werknemer	Beroep		

WERKNEMERS WAT HEFFINGS MOET BETAAL

	Getal vakleerlinge wat nie heffings hoof te betaal nie
Getal in vorige opgawe.....	
Plus: Indiensnemings.....	
Min: Persone ontslaan.....	
Getal op datum van hierdie opgawe..	

LEVIES PAYABLE

Number of employees	Weeks employed	Class	Employee's contribution	Employer's contribution	Total
		I Deduction— 10c per week....	R	R	R
		II Deduction— 8c per week....			
		III Deduction— 5c per week....			
		IV Deduction— 3c per week....			
		V Deduction— 2c per week....			
		VI Deduction— 1c per week....			

Cheque herewith..... R.....

Full lists of employees are required on the first submission of this form only.

Subsequent lists merely to indicate engagements and discharges.

If sufficient space is not provided on this form, please submit supplementary typed lists.

Firms are required to submit this information monthly in terms of clause 29 of Part I of the Agreement.

ANNEXURE B

DIVISION 1

Electrical installations, maintenance, repair and/or servicing work.

RATE A (n.e.s.)

Armature winding.....
 *Electrical communications technician's work
 Electrical fitting.....
 Erecting overhead power lines (supervisory work in the field).....
 Installing electrical generation, distribution and motive power equipment, including cable jointing.....
 Telephone electrician's work.....
 X-ray and electro medical mechanic's work.....

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

*Note.—In respect of electrical communications technician's work the provisions of this Agreement relating to overtime, shift work and work on public holidays shall not apply to work on totalisators.

RATE AA

Intercommunication telephone installing (excluding electronic equipment)—

First six months' experience..... Rate D
 Second six months' experience.... Rate C
 Third six months' experience.... Rate B
 Thereafter..... Rate AA

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 transformers (excluding fitting adjustments).....

High potential testing when performed by persons normally engaged in operative processes.....

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

HEFFINGS BETAALBAAR

Getal werknemers	Weke in diens	Klas	Werknemers-bydraes	Werk-gewers-bydraes	Totaal
		I Korting— 10c per week..	R	R	R
		II Korting— 8c per week...			
		III Korting— 5c per week...			
		IV Korting— 3c per week...			
		V Korting— 2c per week...			
		VI Korting— 1c per week...			

Tjek hierby..... R.....

Volledige lysie van werknemers moet slegs by die eerste indiening van hierdie vorm gestuur word.

Daaropvolgende lysie moet net indiensneming en ontslag te vermeld.

As daar nie voldoende ruimte op hierdie vorm is nie, stuur asseblief aanvullende getikte lysie.

Firmas moet hierdie inligting ingevolge klousule 29 van Deel I van die Ooreenkoms maandeliks verstrek.

AANHANGSEL B

AFDELING 1

Elektriese installering, onderhoud, herstelwerk en/of versiening.

LOON A (n.e.v.)

Ankerwikkeling.....
 *Werk van telekommunikasietegnici.....
 Elektrotegniese paswerk.....
 Oprigting van bogronde kraglyne (toesighoudende werk in die veld).....
 Installering van elektriese ontwikkelings-, verspreidings- en beweegkraguitrusting, met inbegrip van kabellawerk.....
 Telefoonelektriese se werk.....
 Werk van X-straal- en elektromediese werktuigkundige.....

Loon per uur vir werk ingedeel onder Loon A in Loontabel.

*Opmerking.—Wat die werk van telekommunikasietegnici betref, is die bepalings van hierdie Ooreenkoms betreffende oortydwerk, skofwerk en werk op openbare feesdae nie op werk aan totalisators van toepassing nie.

LOON AA

Installering van intertelefone (uitgesonderd elektroniese uitrusting)—

Eerste ses maande ondervinding Loon D
 Tweede ses maande ondervinding Loon C
 Derde ses maande ondervinding Loon B
 Daarna..... Loon AA

Alle werksaamhede (n.e.v.) in die montering van transformators, uitgesonderd 'n juk, hoër as 1 000 kVA, met inbegrip van bedrading aan vooraf vasgestelde punte op of aan die transformators (uitgesonderd pasverstellings).....

Hoëpotensiaaltoetsing wanneer dit gedoen word deur persone wat gewoonlik bedryfswerksaamhede verrig.....

Skyf- en/of spiraal- en/of heliese wikkels wikkels met twee of meer geleiers in parallel-skakeling, met inbegrip van die laai en ontlai van selfstand-vormspille en/of vormers deur dieselfde werknemer).....

Loon per uur vir werk ingedeel onder Loon AA in Loontabel.

Toolsetting on fully-automatic and semi-automatic machines.....

For purposes of the above, "fully-automatic machine" is a bar-fed machine or a machine fitted with an automatic chucking device (i.e. magazine and/or table and/or mechanical arm fed) and the manual operations are limited to setting the machine in motion and stopping and feeding a new bar into the machine or loading the magazine, as the case may be... "Semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting tools before and after the power cycle takes over and stopping and unloading the machine.

Calibrating and/or adjusting electrical measuring devices.....

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

RATE B

Cold sawing where the sawer marks direct from cutting list.....

Commutator undercutting (n.e.s.).....

Wire drawing including supervisory work and setting up on wire drawing machines.....

All operations (except preparation prior to winding, taping, and bonding compound filling) in the winding of armatures, rotors and stators using preformed coils (n.e.s.)...

Rotor and/or armature balancing work where the mass of the article being balanced does not exceed 250 kg.....

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

RATE C

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 transformers (excluding fitting adjustments).....

Connecting and/or sweating of leads and/or ends of transformers above 500 kVA (n.e.s.)

Final machining of slip rings on completed rotors (by means of special purpose machine)

Setting of trips and/or stops on coil forming machines.....

Winding disc and/or spiral windings with single conductor, including loading and unloading by the same employee of self-locating mandrels and/or formers.....

Operating multi-head oxy-acetylene cutting machines and/or profiling and/or flame planning and/or bevel cutting machines (including setting up).....

Repetitive full-time production balancing where the mass of the article being balanced exceeds 455 kg.....

Setting of trips and/or stops on coil forming machines.....

Repetition roller bending (n.e.s.).....

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

RATE D

All operations in the assembling (excluding sub-assembly, motor fielding and fitting) of motors and generators having a rotating core diameter exceeding 500 mm.....

All winding operations in repair work using pre-formed coils (excluding connecting up on line and/or testing) in the rewinding of stators and/or rotors not exceeding 75 kW (probationary period first six months—Rate 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...

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

Gereedskapstelwerk op volkome outomatiese en half-outomatiese masjiene.....

Vir die toepassing van bogenoemde, beteken "volkome outomatiese masjien" 'n masjien wat met 'n staaf gevoer word of 'n masjien wat uitgerus is met 'n outomatiese kloukoptoestel (d.w.s. magasyn- en/of tafel- en/of meganiese-armtoevoer en is die handwerksaamhede beperk tot die aansit en stop van die masjien en die voer van 'n nuwe staaf in die masjien of die laai van die magasyn, na gelang van die geval. "Half-outomatiese masjien" is 'n masjien waarop dit nie nodig is om die werk met die hand te sentreer of in lyn te stel nie en waar die handwerksaamhede beperk is tot die laai van die werkstuk in die kloukop of houtoestel van die masjien, die aansit van die masjien, die aanskuif of terugtrek van gereedskap voor en nadat die kragstelsel oorneem, en die stopsit en ontlai van die masjien.

Kalibrering en/of stel van elektriese meettoestelle

Loon per uur vir werk ingedeel onder Loon AA in Loontabel.

LOON B

Koudsaag waar die saer regstreeks van saaglys afmerk.....

Ondersnyding van kommutators (n.e.v.).....

Draad trek, met inbegrip van toesigwerk en draadtrekmasjiene opstel.....

Alle werksaamhede (uitgesonderd voorbereiding voor wikkeling, omwikkeling, en binding van mengselvulling) in die wikkeling van ankers, rotors en stators, met gebruikmaking van vooraf gevormde spoele (n.e.v.).....

Rotor- en/of ankerbalanseerwerk waar die massa van die artikel wat gebalanseer word, hoogstens 250 kg is.....

Loon per uur vir werk ingedeel onder Loon B in Loontabel.

LOON C

Alle werksaamhede (n.e.v.) in die montering van transformators, uitgesonderd 'n juk, hoogstens 1 000 kVA, met inbegrip van bedrading aan vooraf vasgestelde punte op of aan die transformators (uitgesonderd pasverstellings).....

Leidings en/of entverbinding van transformators van meer as 500 kVA verbind en/of aansweet (n.e.v.).....

Finale masjinerie van sleepinge aan voltooiende rotors (deur middel van eendoelmasjiene).....

Stel van uitklinkers en/of stuiters aan spoelvormmasjiene.....

Skyf- en/of spiraalwikkels wikkels met enkelgeleier, met inbegrip van die laai en ontlai van selfstand-vormspille en/of vormers deur dieselfde werknemer.....

Bediening van veelkoppige oksiasietleensnymasjiene en/of profileer- en/of vlamskaaf- en/of afskuinsmasjiene (met inbegrip van opstelling)

Herhalende voltydse produksiebalansering waar die massa van die artikel wat gebalanseer word meer as 455 kg is.....

Opstelling van uitklinkers en/of stuiters op spoelvormmasjiene.....

Herhalende rolbuigwerk (n.e.v.).....

Loon per uur vir werk ingedeel onder Loon C in Loontabel.

LOON D

Alle werksaamhede in die montering (uitgesonderd submontering, veld- en paswerk aan motore) van motore en generators met 'n draaikerndiameter van meer as 500 mm.....

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).....

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 vyfdejaarkvakleerlinge) minstens vier sodanige werknemers is vir elke Loon D- of Loon DD-werknemer: Met dien verstande dat waar 'n bedryfsinrigting ankerwikkeling doen slegs ten opsigte van masjiene aangeslaan teen hoogstens 2 kW, daar nie by hierdie getalsverhouding gehou hoef te word nie..... Sweissoldeer van leidings en/of onderdele op hul plekke.....

Loon per uur vir werk ingedeel onder Loon D in Loontabel.

Brazing of leads and/or located parts *Marking off material (n.e.s.).....

*Marking off means marking off material to given lengths for cutting off purposes only, using only length gauges and/or rule and/or tape measure and marking material.....

Marking out insulation material for transformers from drawings and/or schedules under instruction of a Rate A to D employee.....

Setting of stops on guillotine for cutting insulation only.....

Setting of stops on manually operated guillotine

Wrapping of high voltage paper bushings (foiled synthetic bonded) by machine.....

Changing of self-locating mandrels and/or formers on coil-winding machines.....

Routine mechanical coupling up with standard equipment of machines up to and including 265 kW on test beds (n.e.s.).....

Banding of rotors and/or armatures.....

Stud welding to dimples.....

Operating automatic arc and/or gas welding machine (n.e.s.), excluding setting up.....

Operating turret punching machine to stops and/or templates (n.e.s.), including setting.....

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

RATE DD

Cleaning of commutator slots prior to testing
Commutator undercutting where the armature is located in a jig and the cutting tool is pre-set to stops and is moved by hand....

Winding and/or connecting of stators and/or armatures for machines with a rating not exceeding 2 kW.....

Winding of l.v. coils with parallel or single strip conductors for transformers up to 1 000 kVA and 11 kV.....

Repetition wiring where the course of the wires is marked by cleats and/or lines and/or saddles and/or fixtures and where no wiring diagram is used.....

After 12 months' experience: R1,27.....

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

RATE DDD

Field coil winding using insulated strip 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.....

Operating engraving machine, including the changing of type but excluding setting of tools
Scaling of meters and/or electrical measuring instruments to preprinted schedules.....

Marking of meter and/or instrument dials using stencils.....

Winding of R.t. and l.t. coils with round and/or strip conductors.....

Repetition wiring to specimens prepared by a Rate A employee and/or pictorial drawings....

Repetition batch checking of parts and/or components and/or subassemblies by means of comparators and/or samples (n.e.s.).....

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

RATE E

Repetition testing of meters and/or relays and/or electrical measuring instruments, excluding adjustments.....

Cutting of rotor keyways and trueing of holes in rotors and/or fans and/or brush holders on a broaching machine using fixed broaches where the machine is set up and where the operations are limited to loading, operating and unloading, excluding setting up.....

Connecting of meters, relays and instruments to pictorial drawings and/or pre-determined points, for testing.....

Rough grinding to marks.....

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

*Materiaal afmerk (n.e.v.).....

*"Afmerk" beteken materiaal afmerk volgens bepaalde lengtes slegs vir doeleindes van afsny, slegs met gebruikmaking van lengtemeters en/of liniaal en/of meetband en afmerk-materiaal.....

Afmerk van isoleermateriaal vir transformators van tekeninge en/of skedules onder aanwysing van 'n A- tot D-werknemerloon.....

Stuiters aan guillotine stel slegs om isoleermiddels te sny.....

Stuiters aan handguillotine stel.....

Toedraai van hoogspanningspapierbusse (sinteties met dunplaat saamgebond) met 'n masjien.....

Verandering van selfstanddrewels en/of vormers op spoelwikkelmassjien.....

Meganiese roetineekoppeling met standaarduitrusting van masjiene tot en met 265 kW op toetsbeddens (n.e.v.).....

Bankwerk aan rotors en/of ankers.....

Tapboutsweiswerk volgens duike.....

Bediening van outomatiese boog- en/of gassweis-masjien (n.e.v.), uitgesonderd opstelling.....

Bediening van toringsponsmasjien volgens stuiters en/of patrone (n.e.v.), met inbegrip van opstelling.....

Loon per uur vir werk ingedeel onder Loon D in Loontabel.

LOON DD

Skoonmaak van kommutorgleuwe voor toetsing.....

Kommutatorondersnyding waar die anker in 'n setmaat is en die snywerktuig vooraf met stuiters gestel is en met die hand beweeg word

Wikkeling en/of aansluiting van stators en/of ankers vir masjiene met 'n aanslag van hoogstens 2 kW.....

Wikkeling van ls-spoele met parallel- of enkelstrookgeleiers vir transformators van hoogstens 1 000 kVA en 11 kV.....

Herhalende bedrading waar die loop van drade gemerk is deur klampe en/of lyne en/of saals en/of hegstukke en waar geen bedradingsdiagram gebruik word nie.....

Na 12 maande ondervinding: R1,27.....

Loon per uur vir werk ingedeel onder Loon DD in Loontabel.

LOON DDD

Veldspoelwikkeling met gebruikmaking van geïsoleerde stroke.....

Ontwikkeling en/of toedraai met die hand van stator- en/of rotor- en/of ankerspoele en/of veldspoele en/of transformatorleidings en/of -spoele en/of -geleiers en/of -buisse.....

Bediening van grafeermasjien, met inbegrip van verandering van die letters maar met uitsondering van die opstel van gereedskap.....

Afmerk van skale op meters en/of elektriese meetinstrumente volgens vooraf gedrukte lysste

Merk van meter- en/of instrumentwyserplate met behulp van sjablone.....

Wikkeling van hs- en ls-spoele met ronde en/of strookgeleiers.....

Herhalende bedrading volgens voorbeelde opgestel deur 'n Loon A-werknemer en/of prenttekenings.....

Herhalende nagaan van lotte bestaande uit onderdele en/of samestellende dele en/of sub-samestelle d.m.v. komparators en/of monsters (n.e.v.).....

Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.

LOON E

Herhalende toetswerk aan meters en/of relés en/of elektriese meetinstrumente, uitgesonderd verstellings.....

Sny van rotorspygleuwe en die haaksmaak van gate in rotors en/of waaiers en/of borselhousers op 'n profielruimmasjien, met gebruikmaking van vaste profielruimers waar die masjien opgestel is en die werksaamhede beperk is tot die laai, bediening en ontlai daarvan uitgesonderd opstelling.....

Aansluiting van meters, relés en instrumente volgens prenttekenings en/of vooraf bepaalde punte, vir toetswerk.....

Ru-slypwerk volgens merke.....

Loon per uur vir werk ingedeel onder Loon E in Loontabel.

RATE F

All operations in the assembling of AC induction motors (excluding fitting adjustments) having a rotating core diameter not exceeding 500 mm

Filing by hand of coil bars for rotors to go and no-go gauges.....

Inserting bars in squirrel-cage rotors.....

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.....

Removing top yoke prior to assembling of coils under instruction of a Rate A to D employee.....

Stacking and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges.....

Stator and/or rotor and/or armature coil forming by hand using formers, or by power-driven machine (excluding setting of trips)...

Yoke assembly.....

Repetition operation of a facing and centring machine where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, stopping and unloading the machine (excluding setting up).....

Repetition full-time production balancing where the mass of the article being balanced does not exceed 12 kg.....

Repetition batch checking of parts and/or components and/or sub-assemblies by means of fixed gauges and/or checking fixtures.....

Repetition electrical checking of l.v. switches and/or l.v. circuit breakers and/or l.v. switchgear and/or electrical accessories up to 100 amps/525 volts where no adjustments are required.....

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

RATE G

Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant...

Checking core stacks using pre-set gauges....

Cutting of non-metallic gaskets by hand....

Cutting up insulating material to stops and/or templates by guillotine.....

Filing by hand of coils slots in rotors and/or stators and/or armatures to go and no-go gauges.....

Forming insulations by machine.....

Forming of mica insulation plates and/or mica sheets.....

Making connector clips by hand in jigs....

Making up of connection strips.....

Manual straightening of conductors.....

Operating wire covering machine.....

Packing and/or ironing of insulating material on to the armature to form a seat for the armature coils.....

Pressing winding insulation into moulds, including preparatory wrapping.....

Stripping of windings for repair of motor and generators.....

Winding and/or pulling of stator and/or rotor loops by hand and/or by power-driven machines (excluding setting up).....

Winding coils for motors using wire on formers and/or spools by machine, including changing of self-locating mandrels and/or formers...

All operations in the preparation (excluding fitting adjustments) of motors and generators having a rotating core diameter not exceeding 500 mm.....

Placing in jigs and/or fixtures self-locating parts, pre-manufactured and taken from stock, where no fitting or adjustment is required or reference to sketches and/or drawings, but including deburring.....

Broaching by press of rotor cores and brush holder boxes (excluding setting up).....

Cold bending and/or forming to jigs and/or dies and/or stops.....

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

LOON F

Alle werksaamhede (uitgesonderd pasverstellings) in die montering van WS-induksiemotore met 'n draaikerndiameter van hoogstens 500 mm.....

Met die hand spoelstawe vyl vir rotors volgens pas- en pasniemate.....

Stawe in kourotors insit.....

Deksels en/of toebehore en/of aansluiters en/of pypwerk monteer, met inbegrip van kontakknoppe reguit maak, waar nodig, en die gebruik van voegmateriaal.....

Verwydering van boonste juk voor montering van spoel onder aanwysing van 'n Loon A-tot D-werknemer.....

Stapeling en/of ombanding en/of bevestiging van lamellerings en die plasing van klampe, met inbegrip van die gebruik van vaste meters...

Stator- en/of rotor- en/of ankerspoel met die hand vorm, met gebruikmaking van vormers, of met kragmasjien (uitgesonderd die stel van uitklinkers).....

Jukke monteer.....

Herhalende bediening van 'n vlakbank en sentreermasjien waar die handwerksaamhede beperk is tot die laai van die werkstuk in die kloukop of houtoestel van die masjien, die aansit, stopsit en ontlai van die masjien (uitgesonderd opstelling).....

Herhalende voltydse produksiebalansering waar die massa van die artikel wat gebalanseer word, hoogstens 12 kg is.....

Herhalende lotkontrole van onderdele en/of samestellende dele en/of subsamestelle d.m.v. vaste meters en/of kontrolehegstukke.....

Herhalende elektriese nagaanwerk aan lsskakelaars en/of lssstroombrekers en/of lsskakeltuig en/of elektriese toebehore tot 100 amp/525 volt, waar geen stelwerk nodig is nie

Loon per uur vir werk ingedeel onder Loon F in Loontabel.

LOON G

Skoonmaak- en/of ontvetting- en/of suur- en/of afspoel- en/of smeltbaddens en/of uitdroog- en/of olieulinstallasie, versorg.....

Nagaan van kernstapels, met gebruikmaking van vooraf gestelde meters.....

Met die hand nie-metaalpakstukke uitsny.....

Isoleermateriaal met 'n guillotine opnsy volgens stuiters en/of patrone.....

Met die hand spoelgleuwe in rotors en/of stators en/of ankers vyl volgens pas- en pasniemate..

Isolering met masjien vorm.....

Mika-isoleerplate en/of mikablaai vorm.....

Verbindingsknippe met die hand in setmate maak.....

Verbindingstroke saamstel.....

Geleiers met die hand reguit maak.....

Draadbedekkingsmasjien bedien.....

Pak en/of aanstruk van isoleermateriaal aan die anker om 'n bedding vir die ankerspoel te vorm.....

Wikkelingsisoleermateriaal in vorms druk, met inbegrip van voorbereidende toedraai.....

Wikkelings afstroop vir herstelwerk aan motore en generators.....

Stator- en/of rotorlusse met die hand en/of kragmasjiene wikkel en/of trek (uitgesonderd die opstel daarvan).....

Met 'n masjien spoel vir motore wikkel, met gebruikmaking van draad op vormers en/of spoel, met inbegrip van die wisseling van selfstand-vormspille en/of vormers.....

Alle werksaamhede in die bereiding (uitgesonderd stelwerk) van motore en generators met 'n draaikerndiameter van hoogstens 500 mm.....

Plasing in setmate en/of setklemme van selfstanddele wat vooraf vervaardig en uit voorraad geneem is, waar geen pas- of setwerk of raadpleging van sketse en/of tekenings nodig is nie, maar met inbegrip van afbaarding.....

Profielruimwerk d.m.v. perse aan rotorkerns en borselhouterbusse (uitgesonderd opstelling)....

Koue buigwerk en/of vormwerk volgens setmate en/of stempels en/of stuiters.....

Loon per uur vir werk ingedeel onder Loon G in Loontabel.

Cold riveting (rivets not exceeding 10 mm diameter).....
 Connecting pre-formed and/or prepared wires to pre-determined points and/or connections (n.e.s.).....
 Cutting and/or cropping and/or shearing and/or slitting to templates and/or stops and/or jigs and/or length gauges (5 mm plate and thinner), excluding oxy-acetylene cutting but including positioning of motorised stops.....
 Cutting up insulating material to stops and/or templates by guillotine.....
 Hand tapping not exceeding 10 mm diameter (excluding machine shop work).....
 Pressing winding insulation into moulds, including preparatory wrapping.....
 Repetition brazing and/or bronze welding by pre-set automatic machine not involving the use of filler rods.....
 Repetition machine punching to jigs and/or stops, including the positioning of self-locating stops and/or gauges.....
 Repetition batch marking to templates.....
 Repetition spinning, using formers.....
 Bedding brushes to jigs.....
 Inserting bars in squirrel-cage rotors.....
 Repetition crimping of terminals and/or stripping wires and/or cables where the conductor core does not exceed 13 mm in diameter....
 Repetition stripping of insulated wires and/or cables using pre-set tools where the conductor core does not exceed 13 mm in diameter....
 Building up fuse cartridges not exceeding 660 volts and 1 200 amps.....
 Mounting of valves and/or cable boxes and/or oil gauges, including straightening of studs where necessary.....
 Mounting valves and pipe work, using jointing material.....
 Checking core stacks, using pre-set gauges....
 Dishing of meter and/or instrument dials in a pre-set fly press.....
 Motor fielding—the sub-assembling of pole pieces and/or washers and/or coils and/or the connecting of coil leads in a magnet frame....
 Forming grooves in ceramic paste and/or covering by dies to jigs.....
 Repetition marking of fuse caps by machine....
 Repetition testing and inspection of fuse cartridges by means of an ohmmeter and/or fixed gauges.....
 Routine mechanical coupling up with standard equipment of machines up to and including 265 kW on test beds where no alignment is required.....
 Commutator undercutting by automatic machine (excluding setting).....
 Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant....

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

RATE H

Cleaning and/or tinning conductors.....
 Compound filing.....
 Dismantling for repair of motors and generators of a rating not exceeding 2 kW.....
 Furnace loading and/or unloading and/or stoking and/or attending.....
 Minding wire drawing machine.....
 Packing in prepared crates of repaired articles for despatch and/or sale.....
 Stamping and/or affixing metal labels and/or nameplates.....
 Varnishing machine attendant.....
 Waxing coils to ease insertion into slots....
 General labouring.....

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

Koue klinkwerk (klinknaels) met 'n diameter van hoogstens 10 mm.....
 Aansluiting van vooraf gevormde en/of bereide drade aan vooraf bepaalde punte en/of aansluitings (n.e.v.).....
 Sny- en/of knip- en/of afsny- en/of gleufwerk volgens patrone en/of stuiters en/of setmate en/of lengtemeters (plate van 5 mm en dunner), uitgesonderd snywerk met oksiasetileen maar met inbegrip van die plasing van motorsluiters in posisie.....
 Die op sny van isoleermateriaal volgens stuiters en/of patrone met 'n guillotine.....
 Moerdraadsnywerk met die hand en met 'n diameter van hoogstens 10 mm (uitgesonderd masjienwinkelwerk).....
 Die pers van wikkelsolasie in vorms, met inbegrip van voorbereidende toedraaiwerk....
 Herhalende sweissoldeerwerk en/of bronsweissoldeerwerk met vooraf gestelde outomatiese masjien wat nie die gebruik van sweisstawe meebring nie.....
 Herhalende masjienponswerk volgens setmate en/of stuiters, met inbegrip van die plaas van selfstand-stuiters en/of meters in posisie....
 Herhalende lotmerkwark volgens patrone.....
 Herhalende tolwerk waarby vorms gebruik word Borsels in setmate inbed.....
 Invoegings van stawe in kourotors.....
 Herhalende riefeling van eindpunte en/of afstroop van drade en/of kables waar die geleierkern hoogstens 13 mm in deursnee is.....
 Herhalende afstrooping van geïsoleerde drade en/of kables deur voorafgestelde gereedskap te gebruik, waar die geleierkern hoogstens 13 mm in deursnee is.....
 Opbou van sekeringspatrone van hoogstens 660 volt en 1 200 amp.....
 Montering van kleppe en/of kabelbusse en/of oliemeters, met inbegrip van die reguitmaak van penne, waar nodig.....
 Montering van kleppe en pypwerk met gebruikmaking van lasmateriaal.....
 Nagaan van kernstapels met gebruikmaking van voorafgestelde mate.....
 Komming van meter- en/or instrumentwyserplate in voorafgestelde skroefpers.....
 Motorveldwerk—die subsamstelling van poolstukke en/of wasters en/of spoel- en/of die aansluiting van spoelleidings in 'n magneet-raam.....
 Vorming van groewe in keramiekpasta en/of bedekking met stempels en volgens setmate
 Herhalende merkwark aan sekeringsdoppies met 'n masjien.....
 Herhalende toets- en inspeksiewerk aan sekeringspatrone d.m.v. 'n ohmmeter en/of vaste meters.....
 Meganiese roetine-aansluiting met standaard-uitrusting van masjiene tot en met 265 kW op proefbeddens waar geen rigwerk nodig is nie
 Kommutatorinsnywerk met 'n outomatiese masjien (uitgesonderd opstelling).....
 Bediening van skoonmaak- en/of ghriesverwyderings- en/of suur- en/of afspoel- en/of vloeimiddelbaddens en/of droog- en/of olievl-installasie.....

Loon per uur vir werk ingedeel onder Loon G in Loontabel.

LOON H

Geleiers skoonmaak en/of vertin.....
 Mengselvulling.....
 Aftakeling van motore en generators met 'n aanslag van hoogstens 2 kW, vir herstelwerk...
 Oonde laai en/of ontlai en/of stook en/of versorg.....
 Draadtremasjien oppas.....
 Herstelde artikels vir versending en/of verkoop in voorbereide kratte verpak.....
 Metaetikette en/of -naamplate stempel en/of vassit.....
 Vernismasjienversorger.....
 Spoel bewas ten einde plasing in gleuwe te vergemaklik.....
 Algemene arbeiderswerk.....

Loon per uur vir werk ingedeel onder Loon H in Loontabel.

ANNEXURE C

DIVISION 2

Installation and/or maintenance and/or servicing of telecommunication equipment and/or any other equipment employing the principles of electronics and/or radio and/or components used in the electronics and/or radio industry such as—

telephone, telegraph and data transmission equipment;
UHF and VHF radio links;
automatic and manual telephone switching systems;
supervisory and control systems;
signalling systems;
fault detection and alarm equipment;
public address and paging systems;
scientific, ultrasonic measuring and electro-medical equipment;
navigation aids;
mobile, marine, aircraft and broadcast radio equipment;
closed circuit television equipment;
interference suppression units;
electrical and/or electronic test apparatus;
industrial electronic equipment;
radar and allied equipment;
electronic distance measuring equipment;
dictaphones;
alarm systems;
automatic totalisators;
electric time and associated equipment.

For the purposes of this Division—

“electronics” means equipment where the primary circuits are based on the conductance of electricity through a vacuum, gas or semi-conductor;

“radio” means equipment where the primary function is to transmit and/or receive intelligence without the aid of a physical conductor.

RATE A

Telephone communications electrician.....	Rate per hour for work classified at Rate A in Table of Wage Rates.
Electrical communications fitter's work.....	
Telephone wireman's work.....	

Note.—In respect of electrical communications fitter's work, the provisions of this Agreement relating to overtime, shift work and work on public holidays shall not apply to work on totalisators.

RATE F

The installation of low voltage wiring, excluding connecting up, under the supervision of a Rate A or AA employee.....	Rate per hour for work classified at Rate F in Table of Wage Rates.
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For the purposes hereof “low voltage” means not higher than 40 volts alternating current, or 50 volts direct current.

ANNEXURE D

DIVISION 3

The design, preparation, erection, and/or installation of cooking and electrical heating appliances (excluding pressure heaters).

Notes.—No employer unless registered by the Council in this Division shall use the conditions or pay the wages and/or earnings specified in this Division.

For the purposes of this Division—

“erection (n.e.s.)” means the uniting of prepared component parts to form a complete appliance;

“preparation” means the performance of any of or all the operations listed thereunder.

The following operations in the installation and preparation of cooking and heating equipment (excluding pressure heaters); namely:

RATE D

Standard electrical testing of equipment and/or components during and after preparation and erection.....	Rate per hour for work classified at Rate D in Table of Wage Rates.
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RATE DDD

Soldering and/or sweating by hand (n.e.s.).....	Rate per hour for work classified at Rate DDD in Table of Wage Rates.
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RATE F

Repetition high voltage “no load” (neon type tester) earth testing.....	Rate per hour for work classified at Rate F in Table of Wage Rates.
Repetition voltage insulation and/or ohm and/or wattage testing to pre-set values.....	

AANHANGSEL C

AFDELING 2

Installering en/of onderhoud en/of versiening van telekommunikasie-uitrusting en/of ander uitrusting waarby gebruik gemaak word van elektroniese beginsels en/of radio's en/of samestellende dele wat gebruik word in elektroniese werk en/of die radionywerheid, soos—

telefoon-, telegraaf- en dataversendingsuitrusting;
UHF- en BHF-radioverbindinge;
outomatiese en handtelefoonskakelstelsels;
toesig- en beheerstelsels;
seinstelsels;
foutopsporings- en alarmuitrusting;
luidspreker- en roepstelsels;
wetenskaplike, ultrasoniese meet- en elektro-mediese uitrusting;
navigasiehulpmiddels;
mobiele, skeepvaart-, lugvaart- en uitsaairadio-uitrusting;
geslotebaantelevisie-uitrusting;
steuringsonderdrukkingseenhede;
elektriese en/of elektroniese toetsapparaat;
industriële elektroniese uitrusting;
radar- en verwante uitrusting;
elektroniese afstandsmetuitrusting;
diktafone;
alarmstelsels;
outomatiese totalisators;
elektriese tyd- en verwante uitrusting.

Vir die doel van hierdie Afdeling beteken—

“elektronika” uitrusting waar die primêre stroombane gebaseer is op die konduktansie van elektrisiteit deur 'n vakuum, gas- of halfgeleier;

“radio” uitrusting waar die primêre funksie bestaan uit die versending en/of ontvangs van inligting sonder 'n fisiese geleier.

LOON A

Telefoonkommunikasie-elektrisiën.....	Loon per uur vir werk ingedeel onder Loon A in Loontabel.
Monteurswerk vir elektriese kommunikasies.....	
Telefoonlynwerk.....	

Opmerking.—Wat monteurswerk vir elektriese kommunikasies betref, is die bepaling van hierdie Ooreenkoms in verband met oortydwerk, skofwerk en werk op openbare feesdae nie op totalisators van toepassing nie.

LOON F

Die installering van laespanningsbedrading, uitgesonderd aansluiting, onder toesig van 'n Loon A- of AA-werknemer.....	Loon per uur vir werk ingedeel onder Loon F in Loontabel.
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Vir die toepassing hiervan beteken “lae spanning” wisselstroom van hoogstens 40 volt of gelykstroom van 50 volt.

AANHANGSEL D

AFDELING 3

Die ontwerp, bereiding, oprigting en/of installering van kook- en elektriese verwarmingstoestelle (uitgesonderd drukverwarmers).

Opmerkings.—Tensy in hierdie Afdeling by die Raad geregistreer, mag geen werkgewer die voorwaardes gebruik of die lone en/of verdienstes wat in hierdie Afdeling gespesifiseer word, betaal nie.

Vir die toepassing van hierdie Afdeling beteken—

“oprigting (n.e.v.)” die inmeekaarsit van bereide samestellende dele om 'n volledige toestel te vorm;

“bereiding” die verrigting van enigeen van of al die werksaamhede daaronder genoem.

Onderstaande werksaamhede in die installering en bereiding van kook- en verwarmingsuitrusting (uitgesonderd drukverwarmers), nl.:

LOON D

Standaard- elektriese toetsing van uitrusting en/of onderdele gedurende en na bereiding en oprigting.....	Loon per uur vir werk ingedeel onder Loon D in Loontabel.
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LOON DDD

Soldeer- en/of aansweetwerk met die hand (n.e.v.).....	Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.
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LOON F

Herhalende hoëspanning-nullaasaardttoetswerk (toetsers van die neontipe).....	Loon per uur vir werk ingedeel onder Loon F in Loontabel.
Herhalende spannings-isolasie en/of ohm- en/of watt-toetswerk volgens vooraf gestelde waardes.....	

RATE G

Sub-assembling, namely, mica type elements winding and/or assembling and/or cutting mica shapes to odd types and forms (n.e.s.)...
 Sub-assembling (n.e.s.), namely—
 (1) assembling and/or wiring and/or winding of mica type elements.....
 (2) assembling components and/or affixing with rivets and/or screws.....
 (3) assembling resistance wire onto or into insulated bases.....
 (4) assembling and/or winding resistance spirals.....
 Bending and/or forming wire to jigs.....
 Repetition threading and/or tapping by machine
 Drilling to jigs and/or stops and/or fixtures and/or pre-determined pop marks and/or counter-sinking—excluding radial drill.....
 Operating spotwelding machine.....
 Preparation and assembling of components before final assembly.....
 Repetition ohm testing of elements to pre-set setting of ohmmeter.....
 Soft soldering by hand and/or by machine and/or by dipping.....
 Wiring and/or connecting of pre-formed wire or element leads to terminal blocks and/or fuses and/or switches.....
 Winding resistance direct onto pre-designed spaced ceramic and/or porcelain and/or mandrel.....
 Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies other than setting of the dies.....

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

RATE H

Application of anti-corrosive and/or protective coatings.....
 Cleaning and/or tapping holes already drilled and/or tapped.....
 Dressing and/or deburring by hand and/or by grinding and/or by portable power tool....
 Eyeletting.....
 Filling and/or topping of ceramic insulating material into and/or onto pre-formed housing by gauge.....
 Forming grooves into ceramic paste and/or covering by dies to jigs or stops by means of a press.....
 Packing or filling cavities of double-walled sections with heat insulating material.....
 Cleaning, scraping and/or spraying of pre-formed resistance housings.....
 Cutting and/or stripping wire.....
 Preparation and/or mixing of ceramic constituents to gauge.....
 Stamping and/or affixing of identification plates and labels.....
 Preparation, namely:
 (1) Inserting screws and nuts to ceramics and nut retainers to other metal parts (excluding connecting of leads).....
 (2) Placing into position of base plates and terminal blocks into and/or onto heating units (excluding connecting of leads)....
 (3) Reinforcing element lead wires.....
 (4) Threading insulators to lead wires.....

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

ANNEXURE E DIVISION 4

Neon signs and hot and cold cathode fluorescent lighting construction, preparation, installation, repair and servicing division.

The following operations in the construction and/or installation and/or repairing and/or servicing of neon signs and/or hot and cold cathode fluorescent lighting and/or fittings and/or components and/or hot and/or cold cathode fluorescent signs:

RATE A (n.e.s.)

Assembling and/or erecting and/or installing and/or maintaining and/or repairing and/or servicing and/or wiring of signs.....

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

LOON G

Subsamesstelling, nl. elemente van die mikatipe wikkel en/of monter en/of ongelyksortige tipes en vorms uit mika sny (n.e.v.).....
 Subsamesstelling (n.e.v.), nl.—
 (1) elemente van die mikatipe monter en/of bedraad en/of wikkel.....
 (2) onderdele monter en/of vassit met klinknaels en/of skroewe.....
 (3) weerstandsdraad op of in geïsoleerde basisse monter.....
 (4) weerstandspirale monter en/of wikkel...
 Draad volgens setmate buig en/of fatsoeneer....
 Herhalende skroefdraad- en/of moerdraadsnywerk met 'n masjien.....
 Boorwerk volgens setmate en/of stuiters en/of setklemme en/of vooraf bepaalde ponsmerke en/of versinking, uitgesonderd radiale boorwerk.....
 Bediening van puntsweismasjien.....
 Bereiding en montering van onderdele voor finale montering.....
 Herhalende ohm toetswerk aan elemente volgens vooraf gestelde ohmmeter.....
 Sagte soldeerwerk met die hand en/of met 'n masjien en/of deur indompeling.....
 Bedrading en/of aansluiting van vooraf gevormde draad- of elementleidings aan eindblokke en/of sekerings en/of skakelaars.....
 Weerstandsdraad regstreeks op vooraf ontwerpde en gespasieerde keramiek en/of porselein en/of drewel wikkel.....
 Skroef- en/of trap- en/of handperswerk en/of inkeping en/of kragperswerk waar die werk gedoen word met vooraf gestelde stempels, uitgesonderd opstelling van die stempels....

Loon per uur vir werk ingedeel onder Loon G in Loontabel.

LOON H

Aanwending van korrosiewerende en/of beskermende lac.....
 Gate wat alreeds geboor en/of waarin alreeds moerdraad gesny is, skoonmaak en/of moerdraad daarin sny.....
 Poets en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap...
 Die maak van ogies.....
 Keramiekisoleermateriaal in en/of op vooraf gevormde hulsels vul en/of opvul volgens 'n meter.....
 Groewe in keramiekpasta en/of omhulsel d.m.v. stempels vorm volgens setmate of stuiters met 'n pers.....
 Holtes van dubbelmuurseksies met hitte-isoleermateriaal pak of vul.....
 Vooraf gevormde weerstandshulsels skoonmaak, skraap en/of bespuit.....
 Draad sny en/of afstroop.....
 Keramiekbestaandeles volgens 'n meter berei en/of meng.....
 Identifikasieplate en etikette stempel en/of aanbring.....
 Bereiding, nl.:
 (1) Invoeging van skroewe en moere in keramiekstukke en van moerhouers in ander metaaldele (uitgesonderd aansluiting van leidings).....
 (2) Plasing van grondplate in posisie en van aansluitblokke in en/of op verwarmings-eenhede (uitgesonderd aansluiting van leidings).....
 (3) Versterking van elementgeleidrade.....
 (4) Inryg van isolators in geleidrade.....

Loon per uur vir werk ingedeel onder Loon H in Loontabel.

AANHANGSEL E AFDELING 4

Afdeling vir die konstruksie, bereiding, installering, herstel en versiening van neontekens en fluoressensieverligting met gloei- en koue katodes.

Ondergenoemde werksaamhede i.v.m. die konstruksie en/of bereiding en/of installering en/of herstel en/of versiening van neontekens en/of fluoressensieverligting met gloei- en koue katodes en/of toebehore en/of onderdele en/of gloei- en/of kouekatode-fluoressensie-tekens:

LOON A (n.e.v.)

Montering en/of oprigting en/of installering en/of onderhoud en/of herstel en/of versiening en/of bedrading van reklameborde.....

Loon per uur vir werk ingedeel onder Loon A in Loontabel.

RATE AA

Bending glass tubes.....
Layout work.....

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

Learnership in respect of the above:

First six months' experience..... Rate DD.
Second six months' experience..... Rate D.
Third six months' experience..... Rate C.
Fourth six months' experience..... Rate B.
Thereafter..... Rate AA.

RATE C

Roller bending and/or forming other than repetition roller bending and/or forming.....
Setting of trips and/or stops on coil forming machines for balasts and/or chokes and/or sodium transformers.....
Setting of dies and/or fixtures and/or jigs and/or stops and/or trips on production machines, excluding rotary and/or reciprocating machines but including drilling machines.....
Operating power driven press brake, including setting (n.e.s.).....

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

RATE D

Construction (n.e.s.).....
Bending of tubes and/or sections in manually operated machine to sketch.....
Marking off materials to given lengths for cutting off purposes using only length gauges and/or rule and/or tape measure and marking material.....
Operating power saw, including marking off with rule and/or tape only and including setting of stops.....
Press operating (n.e.s.), including the affixing and/or removal of dies where there is positive location, excluding press brake and excluding setting up.....
Welding in jigs or of parts so formed and/or located as to obviate the need for a jig and/or brazing.....

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

RATE DD

Sign face masking.....
Bending of glass tubes to jigs and/or moulds.....
Tracing in the layout department.....

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

RATE DDD

Routine electrical testing up to 380 volts and 50 amps.....

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

RATE F

Supervising employees employed on classes of work scheduled below Rate F (when so appointed).....

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

RATE G

All operations in the making of cable forms for light fittings and/or signs from prepared running out lists and/or templates.....
Mounting and/or soldering of pre-manufactured components into lighting units and/or signs (n.e.s.).....
Building up and/or soldering of pre-manufactured components requiring no fitting or adjustment, but including deburring (n.e.s.)...
Beading and/or trimming and/or seaming and/or grooving and/or locking double side top and bottom by machine.....
Bending and/or forming by machine to dies and/or jigs and/or length gauges and/or stops, excluding press brake.....
Broaching by press, using fixed broaches, of ballasts and/or chokes and/or sodium transformer cores.....
Circular cutting and/or flanging and/or slitting by machine.....
Connecting preformed and/or sealed and/or prepared wires to pre-determined points and/or connections (n.e.s.).....
Cutting and/or cropping and/or shearing to marks and/or stops and/or jigs and/or length gauges.....
Cutting glass tubes to length.....

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

LOON AA

Glasbuis buig.....
Rangskikking.....

Loon per uur vir
werk ingedeel
onder Loon
AA in Loon-
tabel.

Leerlingtydperk ten opsigte van bostaande:

Eerste ses maande ondervinding..... Loon DD.
Tweede ses maande ondervinding..... Loon D.
Derde ses maande ondervinding..... Loon C.
Vierde ses maande ondervinding..... Loon B.
Daarna..... Loon AA.

LOON C

Rolbuigwerk en/of -fatsoenering, uitgesonderd herhalende rolbuigwerk en/of -fatsoenering...
Opstel van uitklinkers en/of stuiters op spoelvormmasjiene vir ballas en/of smooorders en/of natriumtransformators.....
Opstel van stempels en/of setklemme en/of setmate en/of stuiters en/of uitklinkers op produksiemasjiene, uitgesonderd draai- en/of suiermasjiene, maar met inbegrip van boormasjiene.....
Bediening van kragpersrem, met inbegrip van opstelling (n.e.v.).....

Loon per uur vir
werk ingedeel
onder Loon C
in Loontabel.

LOON D

Konstruksie (n.e.v.).....
Buig van buise en/of seksies in handmasjiene volgens skets.....
Afmerk van materiaal volgens gegewe lengtes met die doel om dit af te sny en met gebruikmaking van slegs lengtemate en/of meetstokke en/of meetbande en merkmateriaal.....
Bediening van kragsaag, met inbegrip van afmerkwerk slegs met 'n meetstok en/of meetband en met inbegrip van opstelling van stuiters.....
Bediening van pers (n.e.v.), met inbegrip van die aanbring en/of verwydering van stempels waar hul plekke positief bepaal is, uitgesonderd persremwerk en opstelling.....
Sweiswerk in setmate of van dele sodanig gevorm en/of geplaas dat die behoefte aan 'n setmaat en/of sweissoldeerwerk uitgeskakel word....

Loon per uur vir
werk ingedeel
onder Loon D
in Loontabel.

LOON DD

Toeplak van seinvoorkante.....
Glasbuis volgens setmate en/of vorms buig
Natrekwerk in die beplanningsafdeling.....

Loon per uur vir
werk ingedeel
onder Loon
DD in Loon-
tabel.

LOON DDD

Roetine- elektriese toetswerk tot 380 volts 50 amp.....

Loon per uur vir
werk ingedeel
onder Loon
DDD in Loon-
tabel.

LOON F

Toesighouding oor werknemers in diens geneem vir klasse werk laer as Loon F (wanneer aldus aangestel).....

Loon per uur vir
werk ingedeel
onder Loon F
in Loontabel.

LOON G

Alle werksaamhede in die maak van kabelvorms vir ligtoebehore en/of tekens volgens voorbereide uitlêlyste en/of -patrone.....
Montering en/of soldering van vooraf vervaardigde onderdele in liggenehede en/of tekens (n.e.v.).....
Opbou en soldering van vooraf vervaardigde onderdele wat nie gepas of gestel hoef te word nie, maar met inbegrip van afbaarding (n.e.v.)
Kraalwerk en/of afwerking en/of naatvorming en/of groefwerk en/of sluiting van dubbelsyben -onderkant met 'n masjiene.....
Buig- en/of fatsoenerwerk met 'n masjiene volgens stempels en/of setmate en/of lengtemeters en/of stuiters, uitgesonderd persrem...
Profielruimwerk met 'n pers, met gebruikmaking van vaste profielruimers, aan ballas en/of smooorders en/of natriumtransformatorkerns...
Sirkelsaag- en/of flens- en/of gleufwerk met 'n masjiene.....
Aansluiting van vooraf gevormde en/of verseelde en/of bereide drade aan vooraf bepaalde punte en/of aansluitings (n.e.v.).....
Sny- en/of knip en/of afsnywerk volgens merke en/of stuiters en/of setmate en/of lengtemeters
Glasbuis volgens lengte sny.....

Loon per uur vir
werk ingedeel
onder Loon G
in Loontabel.

Cutting up insulating material to stops.....
 Evacuating and/or filling glass tubes (n.e.s.)....
 Feeding and/or attending automatic sealing and/or capping machine.....
 Finding and preparing of ballast coil ends.....
 Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies and/or to stops (excluding setting up).....
 Fusing by hand of electrodes to glass tubes (n.e.s.).....
 Hot dip coating and/or galvanising under supervision.....
 Repetition operation of power-driven press brake to jigs and/or stops for purpose of fluorescent lighting fittings and/or fluorescent signs produced on a quantity basis where the thickness of the material does not exceed 1,6 mm....
 Repetition butt and/or projection and/or seam and/or spot welding by machine.....
 Repetition operation of a drilling machine....
 Repetition clamping and/or fusion and/or welding of cathodes to electrodes by automatic machine.....
 Repetition hot and/or cold riveting not exceeding 10 mm diameter.....
 Repetition punching to gauges and/or jigs and/or stops and/or templates and/or dies and/or marks.....
 Repetition marking of material to jigs and/or templates with the aid of a templet or scriber or marking material.....
 Repetition roller bending and/or forming of material not exceeding 4 mm.....
 Repetition threading and/or tapping by machine
 Repetition fluorescent and/or illumination testing.....
 Repetition ohm testing to pre-set setting on ohmmeters.....
 Repetition operating power saw for cutting off to stops and/or length gauges (excluding setting up).....
 Repetition production winding of ballasts and/or chokes and/or sodium transformer coils with wire on formers and/or spools by machine to a predetermined number of turns.....
 Routine setting of air gaps in ballasts to predetermined limits by means of comparators and/or deviation meters and/or oscilloscopes where the adjustments of instruments are made by a Rate A employee.....
 Screwing machine operating, excluding setting up
 Sealing by hand of ballast containers after filling with compound.....
 Stencilling by hand.....
 Soft soldering and/or sweating by hand.....
 Wiring of signs and/or fittings to instructions and where the course of wires is marked by cleats and/or lines and/or saddles and/or fixtures and/or where no wiring diagrams is used.....

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

RATE H

Application of anti-corrosive and/or protective coatings.....
 Preparing connector blocks.....
 Cutting wiring connection to set lengths and fitting eyelets.....
 Fixing ballasts to wiring channels.....
 Metal buffing and/or polishing.....
 Metal cleaning by degreasing and/or pickling by vat and/or tank.....
 Dressing and/or deburring by hand and/or by grinding and/or by portable power tool....
 Dipping and/or impregnating in insulating medium and/or enamel and/or paint and/or varnish.....
 Dismantling of old signs (in shop).....
 Mixing and milling of phosphor for coating glass tubes under instruction of a Rate A to D employee.....
 Soldering by dipping.....
 Washing and/or rinsing and/or drying and/or coating and/or baking of glass tubes by automatic or semi-automatic processes.....
 Preparing and/or spraying of sign boxes for reception of sign faces.....

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

Isoleermateriaal volgens stuiters sny.....
 Glasbuis lugleeg maak en/of vul (n.e.v.).....
 Outomatiese seël- en/of dopmasjien voer en/of bedien.....
 Ballasspoelente vind en berei.....
 Skroef- en/of trap- en/of handperswerk en/of keepwerk en/of kragdrukwerk waar daar met vooraf gestelde stempels en/of volgens stuiters gewerk word (uitgesonderd opstelling)....
 Elektrodes met die hand aan glasbuis vassmelt (n.e.v.).....
 Aanbring van lae deur warmindompeling en/of galvanisering onder toesig.....
 Herhalende kragpersremwerk volgens setmate en/of stuiters in verband met fluoressensieligtoebehore en/of fluoressensietekens op grootmaat vervaardig, waar die diktemaat van die materiaal hoogstens 1,6 mm is.....
 Herhalende stui- en/of projeksie- en/of naat- en/of puntsweiswerk met 'n masjien.....
 Herhalende bediening van 'n boormasjien.....
 Herhalende klamping en/of vassmelting en/of sweising van katodes aan elektrodes met 'n outomatiese masjien.....
 Herhalende warm en/of koue klinkwerk met klinknaels van hoogstens 10 mm in diameter
 Herhalende ponswerk volgens mate en/of setmate en/of stuiters en/of patrone en/of stempels en/of merke.....
 Herhalende merkwark aan materiaal volgens setmate en/of patrone met behulp van 'n patroon of kraspen of merkmateriaal.....
 Herhalende rolbuig- en/of -fatsoneerwerk aan materiaal met 'n diktemaat van hoogstens 4 mm.....
 Herhalende skroef- en/of moerdraadsnywerk met 'n masjien.....
 Herhalende fluoressensie- en/of verligtingstoetswerk.....
 Herhalende ohm-toetswerk volgens vooraf gestelde ohmmeters.....
 Herhalende bediening van 'n kragsaag vir saagwerk volgens stuiters en/of lengtemeters (uitgesonderd opstelling).....
 Herhalende produksiewikkeling van ballas en/of smoorders en/of natriumtransformatorspoel met draad op vorms en/of spoel d.m.v. 'n masjien en volgens vooraf bepaalde draaigetalle.....
 Die aanbring van lugsplete in ballas by wyse van toetinewerk en volgens vooraf bepaalde perke d.m.v. komparators en/of afwykingsmeters en/of ossilloskope waar die stelwerk aan die instrumente deur 'n Loon A-werknemer verrig word.....
 Bediening van skroefmasjien, uitgesonderd opstelling.....
 Handseëlwerk aan ballashouers nadat dit met mengsel gevul is.....
 Sjabloneerwerk met die hand.....
 Sagte soldeer- en/of aansweetwerk met die hand
 Bedrading van tekens en/of toebehore volgens instruksies en waar die loop van die draad gemerk is deur klampe en/of strepe en/of saals en/of hegstukke en/of waar geen bedradingsdiagram gebruik word nie.....

Loon per uur vir werk ingedeel onder Loon G in Loontabel.

LOON H

Aanwending van korosiewerende en/of besker-mende lae.....
 Bereiding van koppelblokke.....
 Draadverbinding volgens vasgestelde lengtes sny en van ogies voorsien.....
 Ballas aan bedradingskanale aanbring.....
 Metaalskuur- en/of -poleerwerk.....
 Die skoonmaak van metaal deur ghriesverwydering en/of d.m.v. 'n bytvat en/of suurtenk Afwerking en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap.....
 Indompeling en/of impregnering in isoleermiddel en/of emalje en/of verf en/of vernis.....
 Aftakeling van ou tekens (in winkel).....
 Fosfor meng en maal vir die aanbring van lae op glasbuis op instruksie van 'n Loon A- tot D-werknemer.....
 Soldeerwerk d.m.v. indompeling.....
 Glasbuis was en/of afspoel en/of droogmaak en/of van lae voorsien en/of bak d.m.v. outomatiese of half-outomatiese prosesse.....
 Tekenkiste berei en/of bespuit vir die aanbring van tekenvoorkante.....

Loon per uur vir werk ingedeel onder Loon H in Loontabel.

ANNEXURE F

DIVISION 5

The design, preparation, erection and/or installation of radio, refrigeration and domestic electrical appliance equipment.

No employer, unless registered by the Council in this division, shall use the division or pay the wages and/or earnings specified in this division, namely:

RATE A

Radiotrician's work—which includes tracing and/or correcting faults in radio equipment	Rate per hour for work classified at Rate A in Table of Wage Rates.
Refrigerator mechanic's work.....	
Refrigerator cabinet making.....	

RATE DD

Domestic appliance handyman (an employee who fits radios and/or refrigerators and/or any other household electrical appliances to existing electrical connections or plugs and/or erects aeriels).....	Rate per hour for work classified at Rate DD in Table of Wage Rates.
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RATE F

Mounting of assembled new radiogram units and/or new chassis into cabinets which have previously been cut to accommodate receivers and/or gram units.....	Rate per hour for work classified at Rate F in Table of Wage Rates.
First six months of experience....66 c.p.h.	

RATE G

Uncrating and erecting of domestic appliances—other than the wiring up of such appliances	Rate per hour for work classified at Rate G in Table of Wage Rates.
Repetition soldering.....	
First six months of experience....57 c.p.h.	

ANNEXURE G

DIVISION 6

BURGLAR AND OTHER SIMILAR ALARMS SYSTEMS DIVISION

(a) *General.*—The following operations in the installation and/or repair and/or servicing and/or maintenance of burglar and other similar alarm systems, namely:

RATE AA

Final testing.....	Rate per hour for work classified at Rate AA in Table of Wage Rates.
Installation and/or wiring and/or repairing and/or servicing of main alarm unit, alarm signalling devices, control equipment and any other specialised equipment involved (n.e.s.) (including leads from a plugpoint at normal mains voltage).....	
Indicating the actual wiring routes of the alarm system.....	
Marking out all attached points for alarm components on areas to be protected.....	
Supervising installation of all low voltage electrical wiring.....	
Learner rates in respect of Rate AA:	
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:	
R1,28 per hour.....	
20 years and over but not exceeding 21 years:	
Rate D.....	
Thereafter: Rate AA.....	
21 years of age and over:	
First four months of experience: R1,28 per hour.....	
Second four months of experience: Rate D	
Third four months of experience: Rate C	
Thereafter: Rate AA.....	

RATE B

Supervisory work, including batch checking and/or grading (manufacturing).....	Rate per hour for work classified at Rate B in Table of Wage Rates.
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AANHANGSEL F

AFDELING 5

Die ontwerp, bereiding, oprigting en/of installering van radio-, verkoelings- en huishoudelike elektriese toesteluitrusting.

Tensy in hierdie Afdeling by die Raad geregistreer, mag geen werkgewer hierdie Afdeling gebruik of die lone en/of verdienste in hierdie Afdeling gespesifiseer, betaal nie, nl.:

LOON A

Radiotrisiënwerk—wat die opsporing en/of regmaak van foute in radiouitrustring insluit....	Loon per uur vir werk ingedeel onder Loon A in Loontabel.
Koelkaswerktuigkundige se werk.....	
Die maak van koelkaskabinette.....	

LOON DD

Faktotum vir huishoudelike toestelle ('n werknemer wat radio's en/of koelkaste en/of enige ander huishoudelike elektriese toestel met bestaande elektriese aansluitpunte of proppe verbind en/of luggrade oprig).....	Loon per uur vir werk ingedeel onder Loon DD in Loontabel.
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LOON F

Montering van gemonteerde nuwe radiogram-eenhede en/of nuwe onderstelle in kabinette wat vooraf gesny is om ontvangers en/of grameenhede te bevat.....	Loon per uur vir werk ingedeel onder Loon F in Loontabel.
Eerste ses maande ondervinding.....66 c.p.u.	

LOON G

Huishoudelike toestelle uit kratte haal en oprig—sonder om sodanige toestelle te bedraad.....	Loon per uur vir werk ingedeel onder Loon G in Loontabel.
Herhalende soldeerwerk.....	
Eerste ses maande ondervinding.....57 c.p.u.	

AANHANGSEL G

AFDELING 6

AFDELING VIR DIEFALARMS EN DERGELIKE ALARMSTELSELS

(a) *Algemeen.*—Die volgende werksaamhede in verband met die installering en/of herstel en/of versiening en/of onderhoud van diefalarms en dergelike alarmstelsels:

LOON AA

Finale toetsing.....	Loon per uur vir werk ingedeel onder Loon AA in Loontabel.
Installering en/of bedrading en/of herstel en/of versiening van hoofalarmeenheid, alarmsein-toestelle, beheeruitrusting en ander betrokke gespesialiseerde uitrusting (n.e.v.) (met inbegrip van leidings vanaf 'n prop teen gewone hoofleidingspanning).....	
Die werklike bedradingsroetes van die alarmstelsel aandui.....	
Afmerk van alle vasgehegte punte vir alarmonderdele op plekke wat beskerm moet word	
Toesig hou oor installering van alle elektriese laespanningsbedrading.....	
Leerlinglone ten opsigte van Loon AA:	
16 jaar en ouer maar onder 18 jaar: Loon DDD.....	
18 jaar en ouer maar onder 19 jaar: Loon DD	
19 jaar en ouer maar onder 20 jaar: R1,28 per uur.....	
20 jaar en ouer maar onder 21 jaar: Loon D..	
Daarna: Loon AA.....	
Leeftyd van 21 jaar en ouer:	
Eerste vier maande ondervinding: R1,28 per uur.....	
Tweede vier maande ondervinding: Loon D	
Derde vier maande ondervinding: Loon C	
Daarna: Loon AA.....	

LOON B

Toesighoudende werk, met inbegrip van nagaan en/of gradering van lotte (vervaardiging)....	Loon per uur vir werk ingedeel onder Loon B in Loontabel.
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RATE DD

Repetition adjusting of cores and/or components and/or mechanically operated assemblies to pre-set limits by electrical measurements....

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

RATE DDD

Repetitive batch mechanical and/or electrical checking and/or adjusting of equipments and/or sub-units and/or components by comparison of fixed standards with pre-determined limits by means of comparators and/or deviation meters and/or special purpose test gear (n.e.s.).....
Soldering by hand.....
Wiring and/or assembling of alarm units and/or devices to instructions and/or running out lists and/or planning cards and/or pictorial sketches and/or samples and/or audio aids and/or photographs.....

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

RATE F

Affixing of pulleys, window switches, door contacts and similar minor components, including the running out and connecting up (but excluding adjustments) of trip wiring under supervision of a Rate AA employee....
Application of infra-red filter lacquer. Chasing and/or plugging and/or drilling (n.e.s.) (not precision drilling) to marks and/or pops and/or dimples under instruction.....
Laying and binding of cable forms from prepared running out lists on pre-prepared cable form boards.....
Running low voltage alarm leads under direct supervision of a Rate AA employee.....

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

RATE G

Affixing dust proof seals.....
Application of anti-corrosive and/or protective coatings.....
Assembling of pre-manufactured components from stock requiring no fitting or adjusting but including deburring.....
Dressing and deburring by hand and/or by grinding and/or by portable power tools....
Making of terminal boards by hand-operated punch.....
Manual and/or treadle pressing and/or notching and/or punching where the work is operated upon with dies and/or stops (excluding setting of dies).....
Repetition cold bending and/or forming to jigs and/or length gauges and/or stops.....
Repetition cutting to stops and/or templates and/or jigs and/or length gauges and/or fixtures and/or marks (excluding setting up)
Repetition drilling to fixtures and/or jigs and/or stops and/or templates.....

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

(b) 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 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 duty in terms of paragraph (1) above, he shall be paid a stand-by allowance of R10 per week.

(3) Where an employee is called out on a service when on stand-by duty he shall receive a minimum payment of R2,50 per call except when the call is on a Sunday or statutory holiday when he shall receive a minimum payment of R3,50 per call in addition to the allowance stated in paragraph (2) above.

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

LOON DD

Herhalende verstelling van kerns en/of komponente en of meganiese aangedrewe samestelling volgens vooraf bepaalde grense deur middel van elektriese afmetings.....

Loon per uur vir werk ingedeel onder Loon DD in Loontabel.

LOON DDD

Herhalende meganiese en/of elektrotegniese kontroliering en/of verstelling in lottie van uitrustings en/of subeenhede en/of komponente deur vergelyking van vaste standaarde met vooraf bepaalde grense deur middel van komparators en/of afwykingsmeters en/of eendoeltoetsuistrusting (n.e.v.).....
Soldeerwerk met die hand.....
Bedrading en/of montering van alarmeenhede en/of -toestelle volgens instruksies en/of afrollyste en/of beplanningskaarte en/of prentskette en/of monsters en/of oudiohulpmiddels en/of foto's.....

Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.

LOON F

Aanhegting van katrolle, vensterskakelaars, deurkontakte en soortgelyke ondergeskikte komponente, met inbegrip van die span en aansluit (maar uitgesonderd die verstelling) van uitklinkbedrading onder toesig van 'n Loon AA-werknemer.....
Infrarooi filterlakverniss aanbring.....
Gleuf- en/of prop- en/of boorwerk (n.e.v.) (uitgesonderd presisieboorwerk) volgens merke en/of ponsmerke en/of boormerke, soos opgedra.....
Lê en bind van kabelvorms van vooraf bereide afrollyste op vooraf bereide kabelvormborde
Laespanningsalarmleidings onder regstreekse toesig van 'n Loon AA-werknemer span....

Loon per uur vir werk ingedeel onder Loon F in Loontabel.

LOON G

Stofdigte seëls aanheg.....
Roeswerende en/of beskermende lae aanbring
Montering van vooraf vervaardigde komponente uit voorrade wat geen pas- of stelwerk vereis nie, maar met inbegrip van afbaardwerk
Poets en/of afbaard met die hand en/of deur middel van slyp en/of met verplaasbare kraggereedskap.....
Maak van aansluitborde met handpons.....
Hand- en/of trap-perswerk en/of inkeping en/of ponswerk, waar die werk gedoen word met stempels en/of stuiters (uitgesonderd die stel van stempels).....
Herhalende koudbuig en/of -fatsoenering volgens setmate en/of lengtemeters en/of stuiters
Herhalende snywerk volgens stuiters en/of patrone en/of setmate en/of lengtemeters en/of setklemme en/of merke (uitgesonderd opstel)
Herhalende boorwerk volgens setklemme en/of setmate en/of stuiters en/of patrone.....

Loon per uur vir werk ingedeel onder Loon G in Loontabel.

(b) Gereedheidsdiens vir Loon A- en AA-werknemers betrokke by dief- en defekte 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. Minstens een volle week moet verstrek 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 R10 per week betaal word.

(3) Indien 'n werknemer vir diens uitgeroep word wanneer hy op gereedheidsdiens is, moet hy 'n minimum besoldiging van R2,50 per oproep ontvang, behalwe wanneer die oproep op 'n Sondag of statutêre feesdag is, wanneer hy minstens R3,50 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 waarvoor daar onderling ooreengekom is.

ANNEXURE H

TABLE OF WAGE RATES

Wage rates applicable throughout this Agreement (n.e.s.):

Rate classification	Rate per hour
	R
Rate A.....	2,10
Rate AA.....	1,70
After six months' continuous employment with the same employer, inclusive of continuous employment on date of coming into operation of this Agreement....	1,75
After 12 months' continuous employment with the same employer, inclusive of continuous employment on date of coming into operation of this Agreement....	1,82
Rate B.....	1,51
Rate C.....	1,47
Rate D.....	1,42
Rate DD.....	1,09
Rate DDD.....	0,88
Rate E.....	0,79
Rate F.....	0,67
Rate G.....	0,59
Rate H.....	0,55

AANHANGSEL H

LOONTABEL

Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

Loonindeling	Loon per uur
	R
Loon A.....	2,10
Loon AA.....	1,70
Na ses maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op datum van inwerkingtreding van hierdie Ooreenkoms	1,75
Na 12 maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op datum van inwerkingtreding van hierdie Ooreenkoms	1,82
Loon B.....	1,51
Loon C.....	1,47
Loon D.....	1,42
Loon DD.....	1,09
Loon DDD.....	0,88
Loon E.....	0,79
Loon F.....	0,67
Loon G.....	0,59
Loon H.....	0,55

No. R. 2399

10 December 1976

**FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941**

**ELECTRICAL CONTRACTING AND SERVICING
INDUSTRY, CAPE**

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 Contracting and Servicing Industry, published under Government Notice R. 2398 of 10 December 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.

No. R. 2399

10 Desember 1976

**WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941**

**ELEKTROTEGNIËSE AANNEMINGS-EN-
BEDIENINGSNYWERHEID, KAAP**

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 Aannemings-en-bedieningstrywerheid, gepubliseer by Goewermentskennisgewing R. 2398 van 10 Desember 1976, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en op openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

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