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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1534

28 Julie 1978

WET OP NYWERHEIDSVERSOENING, 1956

BOUNYWERHEID, KIMBERLEY.—ELEKTRIESE INSTALLERINGSEKSIE

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 Bounywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1979 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 20, 22 en 27 met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1979 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 gebied 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, 20, 22, 23 en 27, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1979 eindig, in die gebied 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.

73916—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1534

28 July 1978

INDUSTRIAL CONCILIATION ACT, 1956

BUILDING INDUSTRY, KIMBERLEY.—ELECTRICAL INSTALLATION 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 Building Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1979, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 20, 22 and 27, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1979, 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 area 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 area 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 31 March 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 20, 22, 23 and 27, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

6123—1

BYLAE
NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
KIMBERLEY

OOREENKOMS

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

Kimberley Master Builders' and
Allied Trades Association

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

Electrical and Allied Trades Union of South Africa

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

wat die partye is by die Nywerheidsraad vir die Bounywerheid, Kimberley.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Elektriese Installeringseksie van die Bounywerheid nagekom word—

(a) deur die werkgewers en die werknemers wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is;

(b) in 'n gebied begrens deur en ingesluit binne 'n straal van 9,65 km vanaf die Hoofposkantoor Kimberley, maar uitgesonderd daardie gedeeltes van die provinsie die Oranje-Vrystaat wat binne genoemde straal van 9,65 km val.

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

(a) van toepassing op vakleerlinge slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie;

(b) van toepassing op kwekelinge wat opgelei word ooreenkomsdig die Wet op Opleiding van Ambagsmanne, 1951 (Wet 38 van 1951), slegs vir sover dit nie met daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

2. GELDIGHEDSDUUR

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister krachtens artikel 48 van die Wet vasstel en bly van krag vir die tydperk wat op 31 Maart 1979 eindig, of vir sodanige tydperk as wat hy bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat werksaam is ingevolge 'n skriftelike vakleerlingkontrak wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, of 'n werknemer wat 'n proeftydperk uitdien ooreenkomsdig artikel 20 van genoemde Wet;

"ambagsman" 'n werknemer wat 'n leertyd uitgedien het in enige vertakking van die elektrotegniese bedryf wat deur die Raad erken word as voldoende om so 'n werknemer daarop geregtig te maak om in die Nywerheid te werk, of wat opleiding ontvang het wat deur die Raad erken word, of wat in besit is van 'n registrasiesertifikaat uitgereik ingevolge die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939;

"Bounywerheid" of "Nywerheid", sonder om die gewone betekenis van die woord enigerwyse te beperk, die Nywerheid waarin die werkgewer en die werknemer met mekaar geassosieer is met die doel om geboue of bouwerke op te rig, te voltooi, op te knap, te herstel, te onderhou of te verbou en/of artikels te maak en/of te herstel vir gebruik by die oprigting, voltooiing of verbouing van geboue en bouwerke, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, en omvat dit ook alle werk wat daarin uitgevoer of verrig word deur persone wat by ondergenoemde ambag of onderverdeling daarvan betrokke is;

Elektriese installering, wat elektriese montering en bedrading insluit en werksaamhede wat daarmee in verband staan;

"Raad" die Nywerheidsraad vir die Bounywerheid, Kimberley, wat geag word ingevolge artikel 19 van die Wet geregistreer te wees;

"Elektriese Installeringseksie" daardie seksie van die Bounywerheid waarin werkgewers en werknemers besig is met elektriese installering, wat elektriese montering en bedrading insluit en werksaamhede wat daarmee in verband staan;

"noodwerk" werk wat nie redelikerwys verrig kan word nie gedurende die ure voorgeskryf in klousule 8 of wat daarkragtens bepaal mag word;

SCHEDULE

**INDUSTRIAL COUNCIL FOR THE BUILDING
INDUSTRY, KIMBERLEY**

AGREEMENT

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

Kimberley Master Builders' and
Allied Trades Association

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

Electrical and Allied Trades Union of South Africa

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

being the parties to the Industrial Council for the Building Industry, Kimberley.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Electrical Installation Section of the Building Industry—

(a) by the employers and the employees who are members of the employers' organisation and the trade union, respectively;

(b) in an area bounded by and included in a radius of 9,65 kilometres from the General Post Office, Kimberley, but excluding those portions of the Province of the Orange Free State which fall within the said radius of 9,65 kilometres.

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

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

(b) trainees under the Training of Artisans Act, 1951 (Act 38 of 1951), only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such a date as may be determined by the Minister in terms of section 48 of the Act and shall remain in force for the period ending 31 March 1979 or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, or an employee serving a probationary period in terms of section 20 of the said Act;

"artisan" means an employee who has served an apprenticeship in any branch of the electrical trade which is recognised by the Council as being sufficient to entitle such employee to work in the Industry, or has received training recognised by the Council or is the holder of a certificate of registration issued in terms of the Electrical Wiremen and Contractors Act, 1939;

"Building Industry" or "Industry" means, without in any way limiting the ordinary meaning of the expression, the Industry in which the employer and employee are associated for the purpose of erecting, completing, renovating, repairing, maintaining or altering buildings or structures, and/or the making and/or repairing of the articles for use in the erection, completion or alteration of buildings and structures, whether the work is performed, the material is prepared or the necessary articles are made on the site of the buildings or structures or elsewhere and shall include all work executed or carried out by persons therein who are engaged in the following trade or subdivision thereof:

Electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

"Council" means the Industrial Council for the Building Industry, Kimberley, deemed to have been registered in terms of section 19 of the Act;

"Electrical Installation Section" means that section of the Building Industry in which employers and employees are engaged in electrical installation, which includes electrical fitting and wiring and operations incidental thereto;

"emergency work" means such work as cannot reasonably be performed during the hours prescribed in or as may be laid down in accordance with clause 8;

"noodsaaklike dienste" enige werk wat noodsaaklik verrig moet word ten einde die gesondheid en veiligheid van die publiek of die voortsetting van enige ander nywerheid, besigheid of onderneming te verseker;

"arbeider" 'n werknemer wat eenige van of al die volgende werksaamhede verrig:

- (a) Materiaal op- of aflaa;
- (b) gleuwe en gate in mure en betonvloere maak vir leipype; beton- en baksteenwerk boer;
- (c) leipype volgens merke sny, skroefdraad daarop insny en dit ruim;
- (d) gate grawe en pale implant;
- (e) onder onmiddellike toesig van 'n ambagsman kables in slote, leidings en rakke lê;
- (f) oortollige aanlegte en uitrusting in verband daarmee waarvan toevoerkables verwyder is, stroop;
- (g) vasklamp, met inbegrip van die insit van die drade in die klampe: Met dien verstande dat geen spanningswerk gedoen word nie;
- (h) bevestiging van ligte elektriese hooflynkables tot en met mediumspanning en wat medium- en laespanningskringe bevat: Met dien verstande dat geen bedrading gedoen word nie;
- (i) loopgraafmasjiene bedien;
- (j) waar nodig, ambagsmanne help, maar nie om werk te doen nie, behalwe soos in hierdie omskrywing uiteengesit;

"toesluitplek" 'n stoor, kamer, werkwinkel, fabriek of dergelike plek wat uit vier mure en 'n dak bestaan, wat van beton, baksteen, hout, yster of 'n kombinasie daarvan gebou is, en wat veilig toegesluit kan word en, wat in sy geheel so gebou is dat dit 'n plek verskaf waar die gereedskap en klere van werknemers te eniger tyd veilig bewaar kan word;

"Hoofooreenkoms" die Ooreenkoms van die Raad gepubliseer by Goewermentskennisgewing R. 907 van 28 Mei 1976, of enige latere ooreenkoms, en ook enige wysiging of verlenging daarvan;

"Sekretaris" die persoon wat op 'n bepaalde tydstip die Sekretaris van die Raad is en ook 'n beampete wat die Raad aangewys het om as Sekretaris op te tree;

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

"natweerskuiling" 'n skuiling wat van waterdigte materiaal gemaak is en wel op so 'n manier dat diegene wat daarin is, onder alle omstandighede droog gehou sal word en gerief sal hê;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Krugerdag of enige dag tydens die vakansietydperk;

"werkende werkgewer" of "vennoot" 'n werkgewer of 'n vennoot in 'n vennootskap wat self werk verrig wat soortgelyk is aan dié wat deur die werknemers in die Elektriese Installeringseksie van die Nywerheid uitgevoer word.

4. LONE

(1) Behoudens die oorblywende bepalings van hierdie klousule, mag geen lone wat laer is as dié hieronder aangedui, deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

	Per uur Sent
(i) Arbeiders—	
met minder as 12 maande diens.....	36
met 12 maande of meer diens by dieselfde werk- gewer.....	37
(ii) Ambagsmanne.....	175

(2) Ondanks subklousule (1), moet 'n werkgewer aan elkeen van ondergenoemde klasse werknemers in sy diens wat 'n volle week van minstens 45 gewone ure gewerk het of wat aanwesig en beskikbaar was om die gewone ure te werk soos deur die werkgewer vereis, 'n loon betaal van minstens:

	Per uur Sent
Arbeiders—	
met minder as 12 maande diens.....	39
met 12 maande of meer diens by dieselfde werk- gewer.....	43

Met dien verstande dat waar 'n openbare vakansiedag met besoldiging of die aanvang of beëindiging van 'n werknemer se diens in 'n bepaalde week val, dit nie die werknemer se reg op so 'n hoër loon vir dié week mag raak nie.

(3) Die lone voorgeskryf in subklousules (1) (a) en (2) moet met ingang van 1 November 1978 met 1c per uur verhoog word.

(4) *Gevaarlike werk*.—Benewens die voorgeskrewe loon, moet 'n werkgewer aan sy werknemer minstens 10 persent van sodanige loon betaal ten opsigte van elke uur of gedeelte van 'n uur waarin sodanige werknemer gevaarlike werk verrig:

"essential services" means any work which must necessarily be performed in order to ensure the health and safety of the public, or the carrying on of any other industry, business or undertaking;

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

- (a) Loading or unloading of materials;
- (b) chasing and cutting of walls and concrete floors for conduits; drilling concrete and brickwork;
- (c) cutting of conduit to marks, threading and reaming thereof;
- (d) digging of holes and planting of poles;
- (e) laying of cables under direct supervision of an artisan in trenches, ducts and racks;
- (f) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;
- (g) cleating, including the placing of the wires in the cleats, provided no tensioning is done;
- (h) fitting of light electrical trunking up to medium voltage containing medium and low voltage circuits, provided no wiring is done;
- (i) operating a trenching machine;
- (j) assisting artisans wherever necessary, but not to perform work except as set out in this definition;

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

"Main Agreement" means the Agreement of the Council published under Government Notice R. 907 of 28 May 1976, or any succeeding agreement, and includes any amendment or extension thereof;

"Secretary" means the Secretary for the time being of the Council and includes any official nominated by the Council to act as Secretary;

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

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

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers' Day, Kruger Day or any day during the holiday period;

"working employer" or "partner" means any employer or any partner in a partnership who himself performs work similar to that carried out by employees in the Electrical Installation Section of the Industry.

4. WAGES

(1) Subject to the remaining provisions of this clause, no employer shall pay and no employee shall accept wages at a lower rate than the following:

	Per hour Cents
(i) Labourers—	
with less than 12 months' service.....	36
with 12 months' service or more with the same employer.....	37
(ii) Artisans.....	175

(2) Notwithstanding the provisions of subclause (1), an employer shall pay to each of the undermentioned classes of employees in his employ who has worked a full week of not less than 45 ordinary hours or who has been present and available to work the ordinary hours as required by his employer, a wage of not less than:

	Per hour Cents
Labourers—	
with less than 12 months' service.....	39
with 12 months' service or more with the same employer.....	43

Provided that the occurrence of a paid holiday or the commencement or termination of employment of an employee during any week shall not affect the employee's right to such higher rate for that week.

(3) The wages prescribed in subclauses (1) (a) and (2) shall be increased by 1c per hour with effect from 1 November 1978.

(4) *Dangerous work*.—In addition to the wage prescribed, an employer shall pay to his employee not less than 10 per cent of such wage in respect of each hour or part of an hour during which the employee is engaged in the performance of dangerous work.

"Gevaarlike werk" beteken werk op hangsteiers, in bootsmans-
stoel of enige werk verrig op 'n vry hoogte van meer as 12 m
bokant die grondvlak.

5. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE

(1) Jaarlikse verlof moet gedurende ondergenoemde tydperk
(hierna die "Vakansietydperk" genoem) aan elke werknemer toe-
gestaan en deur hom geneem word:

Tussen uitskeityd op Vrydag, 15 Desember 1978 en aanvangs-
tyd op Maandag, 8 Januarie 1979.

(2) Gedurende die vakansietydperk mag geen werkgewer van
'n werknemer vereis of hom toelaat om te werk nie, en geen
werknemer, werkgewer of werkende vennoot mag in dié tydperk
werk nie:

Met dien verstande dat werknemers van wie vereis word om
met die nodige vrystelling van die Raad gedurende die vakansie-
tydperk of onderhouds- of noodwerk te verrig—

(i) in die geval van werknemers wat voor die aanvang van
die vakansietydperk nie 49 weke diens voltooi het, nie verplig
moet word om hul verlof te neem by voltooiing van 49 weke
diens; en

(ii) in die geval van werknemers wat voor die aanvang van
die vakansietydperk 49 weke diens voltooi het, verplig moet
word om hul verlof te neem binne drie maande na die vakan-
sietydperk;

en die duur van sodanige verlof moet drie weke wees en dit
moet vier naweke insluit.

(3) (a) (i) Benewens die jaarlikse vakansietydperk moet ses
bykomende openbare vakansiedae aan werknemers toegestaan
word, naamlik Goeie Vrydag, Paasmaandag, Hemelvaartsdag,
Republiekdag, Setlaarsdag en Krugerdag.

(ii) Werknemers van wie vereis word om te werk op enigen
van die openbare vakansiedae in subparagraaf (i) vermeld, moet
ooreenkomstig klousule 9 (2) (b) betaal word.

(b) Werknemers van wie vereis word om gedurende die
vakansietydperk te werk, is, benewens die openbare vakansie-
dae in paragraaf (a) (i) vermeld, geregtig op Geloftedag, Kers-
dag en Nuwejaarsdag as openbare vakansiedae met volle besol-
diging en moet ten opsigte van werk op elk van genoemde
openbare vakansiedae minstens een en 'n half maal die uurloon
betaal word vir elke uur of gedeelte van 'n uur wat hy op elke
sodanige dag werk, benewens een dag se loon.

(4) Betaling ten opsigte van die vakansietydperk en die open-
bare vakansiedae in subklousule (3) (a) (i) vermeld, moet oore-
enkomstig subklousule (5) geskied.

(5) 'n Werkgewer moet—

(a) ten opsigte van die vakansietydperk, aan elke vakleerling
in sy diens, op die laaste betaaldag vóór die aanvang van
die vakansietydperk, drie weke se besoldiging betaal en ten
opsigte van elkeen van die openbare vakansiedae in subklou-
sule (3) (a) (i) vermeld, minstens één dag se besoldiging; Met
dien verstande dat, in die geval van vakleerlinge wie se diens-
kontrak beëindig word vóór die laaste betaaldag vóór die aan-
vang van die vakansietydperk, die werkgewer aan sodanige
vakleerlinge 'n bedrag moet betaal van minstens een kwart
van die weekloon ten opsigte van elke voltooide maand diens
gedurende die jaar wat sodanige vakansietydperk voorafgaan;

(b) namens ondergenoemde klasse werknemers weekliks aan
die Raad die bedrae hieronder gemeld, betaal ten opsigte
van hoogstens 45 uur per week:

	Per uur Sent
(i) Arbeiders.....	4
(ii) Ambagsmanne.....	16

(c) op elke betaaldag die volgende bedrae aftrek van die
besoldiging verskuldig aan sy werknemers van ondergenoemde
klasse wat gedurende daardie week minstens drie dae vir hom
gewerk het: Met dien verstande dat indien 'n werknemer
gedurende dieselfde week vir twee of meer werkgewers gewerk
het, die aftrekking vir daardie week gedoen moet word deur
die werkgewer by wie hy die eerste vir minstens drie dae in
diens was:

	Per week R
(i) Arbeiders.....	1,89
(ii) Ambagsmanne.....	7,41

Die bedrae wat ooreenkomstig hierdie paragraaf afgetrek
word, moet weekliks aan die Raad betaal word;

(d) namens elke ambagsman in sy diens weekliks aan die
Raad 'n bedrag van 5c betaal vir elke uur deur sodanige wer-
knemer gewerk, en dié bedrag moet in die werkgewer se loon-
register aangedui word as "Vakansiespaargeld".

"Dangerous work" shall mean working on swinging scaffolds,
boatswain's chairs or any work performed at more than 12 m
clear above ground level.

5. ANNUAL LEAVE AND PUBLIC HOLIDAYS

(1) Every employee shall be granted and shall take annual
leave during the following period (hereinafter referred to as the
"holiday period"):

Between finishing time on Friday, 15 December 1978, and
starting time on Monday, 8 January 1979.

(2) No employer shall require or permit an employee to work
and no employee, employer or working partner shall perform
any work during the holiday period:

Provided that employees who are required to work during the
holiday period, under exemption from the Council, on either
maintenance or emergency work shall—

(i) in the case of employees who have not completed 49
weeks of service prior to commencement of the holiday
period, be required to take their leave on completion of 49
weeks of service; and

(ii) in the case of employees who have completed 49 weeks
of service prior to the commencement of the holiday period,
be required to take their leave within three months after the
holiday period;

and such leave shall be of three weeks' duration and shall
include four weekends.

(3) (a) (i) In addition to the holiday period, employees shall
be granted six public holidays, namely, Good Friday, Easter
Monday, Ascension Day, Republic Day, Settlers' Day and Kruger
Day.

(ii) Employees who are required to work on any of the public
holidays specified in subparagraph (i), shall be paid in accor-
dance with the provisions of clause 9 (2) (b).

(b) Employees who are required to work during the holiday
period, shall, in addition to the public holidays specified in
paragraph (a) (i), be entitled to the Day of the Covenant,
Christmas Day and New Year's Day as paid public holidays
and shall in respect of work on each of the said public holi-
days be paid not less than one and one half times the hourly
rate for each hour or part of an hour worked on each such
day, in addition to one day's pay.

(4) Payment in respect of the holiday period and the public
holidays specified in subclause (3) (a) (i) shall be made in
accordance with the provisions of subclause (5).

(5) An employer shall—

(a) in respect of the holiday period pay to each apprentice
in his employ on the last pay-day prior to the commencement
of the holiday period, three weeks' remuneration and in respect
of each of the public holidays specified in subclause (3) (a)
(i), not less than one day's remuneration: Provided that in the
case of apprentices whose contracts of employment are ter-
minated prior to the last pay-day preceding the commence-
ment of the holiday period the employer shall pay to such
apprentices an amount of not less than one fourth of the
weekly wage in respect of each completed month of employ-
ment during the year preceding such holiday;

(b) pay weekly to employees of the undermentioned classes,
the amounts as set out hereunder in respect of not more than
45 hours per week, irrespective of whether such time was
worked at ordinary or overtime rates:

	Per hour Cents
(i) Labourers.....	4
(ii) Artisans.....	16

(c) on each pay-day deduct the following amounts from the
remuneration due to his employees of the undermentioned
classes who have worked for him for not less than three days
during that week: Provided that where an employee has worked
for two or more employers during the same week, the deduc-
tion for that week shall be made by the employer by whom
he was first employed for not less than three days:

	Per week R
(i) Labourers.....	1,89
(ii) Artisans.....	7,41

Amounts deducted in terms of this paragraph shall be paid
weekly to the Council;

(d) pay weekly to the Council on behalf of each artisan in
his employ, an amount of 5c per hour worked by such employee,
which amount shall be reflected in the employer's wage regis-
ter as "Holiday Savings".

(6) Klousule 5 (6) tot en met (19) van die Hoofoorreënkom is *mutatis mutandis* van toepassing op die werkgewers en die werknemers.

(7) (a) Elke ambagsman wat in besit is van 'n registrasiesertifikaat uitgereik ingevolge die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, en wat in diens was by dieselfde werkgewer vir 'n onafgebroke tydperk, bereken vanaf die aanvangs tyd van die Nywerheid ná die vakansietydperk elke jaar tot die laaste betaaldag net voor die aanvang van die volgende vakansietydperk, moet 'n diensbonus van R150 betaal word: Met dien verstande dat enige ambagsman in hierdie kategorie wat na nege maande onafgebroke diens by dieselfde werkgewer ontslaan word of uit sy werk bedank, die reg van appél het tot die Nywerheidsraad wie se beslissing finaal en bindend is vir sowel die werkgewer as die werknemer.

(b) Vir die toepassing van hierdie subklousule, sluit die diens-tydperk enige afwesigheid in wat veroorsaak is deur—

(i) militêre diens of opleiding kragtens die Verdedigingswet, 1957, vir 'n maksimum tydperk van vier maande per jaar; en/of

(ii) siekte of ongeluk kragtens klousule 30 van die Ongevalwet, vir 'n maksimum tydperk van 30 dae.

6. BETALING VAN LONE EN VERDIENSTE VIR OORTYDWERK

(1) Lone, verdienste vir oortydwerk en alle ander besoldiging wat verskuldig is, moet weekliks in kontant en wel nie later as 16h45 op Vrydag of, behoudens klousule 10 (4) (c) en (d), by diensbeëindiging betaal word indien dit voor die gewone betaaldag van die werknemer plaasvind.

(2) Betaling mag egter op 'n dag vóór Vrydag geskied, mits die werkgewer en die werknemer aldus ooreengekom en die werkgewer die Raad daarvan verwittig het.

(3) Wanneer Vrydag 'n vakansiedag in die Nywerheid is, moet betaling op die vorige Donderdag, geskied. Ingeval daar by diensbeëindiging nie aan subklousule (1) voldoen word nie, moet 'n werkgewer sodanige werknemer alle lone, toelaes en ander besoldiging tot en met die tyd waarop betaling geskied, betaal ten opsigte van elke werkuur of gedeelte van 'n werkuur vanaf die tyd van diensbeëindiging tot die tyd van finale betaling.

(4) Elke werkgewer moet lone, besoldiging vir oortydwerk, toelaes en alle ander besoldiging betaalbaar aan werknemers, in verseelde koevert betaal, waarop geskryf staan die naam en adres van die werkgewer, die naam van die werknemer, die datum waarop die week geëindig het, tesame met 'n staat of gespesifiseer op die voorkant van die koevert of op 'n afsonderlike staat wat in die koevert ingesluit is, en waarop breedvoerig uiteengesit is hoe die bruto besoldiging bereken is, watter aftrekkings daarvan gedoen is, en die netto besoldiging wat in die koevert is. Sodanige koevert, tesame met enige staat daarin, bly die eiendom van die werknemer.

(5) Behoudens klousules 5 (5) (c) en (6), 10 (3), 18 (1), 23, 23 bis, 24, 29, 30 en 32, mag geen aftrekkings gedoen word van die besoldiging wat aan 'n werknemer verskuldig is nie: Met dien verstande dat ingeval 'n werkgewer regtens verplig is om enige betalings namens 'n werknemer te doen, 'n bedrag aldus betaal, afgetrek kan word.

(6) Geen bedrag mag ten opsigte van die indiensneming of opleiding van 'n werknemer of regstreeks of onregstreeks aan 'n werkgewer betaal of deur hom aangeneem word nie: Met dien verstande dat hierdie subklousule nie van toepassing is nie ten opsigte van opleidingskemas waartoe 'n werkgewer regtens verplig is om by te dra.

7. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer in die Elektriese Installeringseksie van die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkom in werking tree, en elke nuwe werkgewer moet, binne sewe dae nadat hy tot die Elektriese Installeringseksie van die Nywerheid toegetree het, die Sekretaris van onderstaande gegewens voorsien:

(i) Sy volle naam en woonadres;

(ii) sy besigheidsadres, maar nie 'n poskantoorbusnommer nie;

(iii) die volledige titel of benaming waaronder sy besigheid gedryf word.

(b) Waar die werkgewer 'n vennootskap of maatskappy is, moet die inligting soos in paragraaf (a) opgenoem, aan die Sekretaris voorgelê word ten opsigte van elke vennoot, direkteur, bestuurder of sekretaris.

(c) Elke individuele werkgewer, vennootskap of maatskappy moet—

(i) die Raad binne 14 dae skriftelik in kennis stel van enige verandering van titel, benaming, bestuur, vennote of adres van sodanige besigheid;

(ii) die Raad binne 14 dae skriftelik daarvan in kennis stel as hy sy bedrywighede in die Elektriese Installeringseksie van die Bounywerheid gestaak het.

(6) The provisions of clause 5 (6) to (19), inclusive, of the Main Agreement shall apply *mutatis mutandis* in respect of the employers and employees.

(7) (a) Every artisan who is the holder of a certificate of registration issued in terms of the Electrical Wiremen and Contractors Act, 1939, and who has been in the employ of the same employer for an unbroken period, calculated from the starting time of the Industry after the holiday period in each year to the last pay-day prior to the commencement of the next holiday period, shall be paid a service bonus of R150: Provided that any artisan in this category who is dismissed or resigns from employment after nine month's continuous service with the same employer, shall have the right of appeal to the Industrial Council, whose decision shall be final and binding on both employer and employee.

(b) For the purposes of this subclause the period of service shall include any absence from work occasioned by—

(i) military service or training in pursuance of the Defence Act, 1957, for a maximum period of four months per year; and/or

(ii) sickness or accident in terms of clause 30 of the Workmen's Compensation Act, for the maximum period of 30 days.

6. PAYMENT OF WAGES AND OVERTIME

(1) Wages, earnings for overtime and all other remuneration due shall be paid in cash weekly not later than 16h45 on Fridays or, subject to clause 10 (4) (c) and (d), on termination of employment if this takes place before the ordinary pay-day of the employee.

(2) Payment may, however, be made on days prior to Friday if agreed to by employer and employee, provided the employer has notified the Council.

(3) When Friday is a holiday in the Industry, payment shall be made on the Thursday preceding. In the case of non-compliance with subclause (1) on termination of employment, an employer shall pay such an employee all wages, allowances and other remuneration right up to the time payment is made, in respect of every working hour or part of a working hour from the time of termination of employment till the time of final payment.

(4) Every employer shall pay wages, remuneration for overtime, allowances and all other remuneration payable to employees, in sealed envelopes, endorsed with the name and address of the employer, the name of the employee, the date on which the week ended, together with a statement either specified on the face of the envelope or on a separate statement enclosed in the envelope, stating in detail how the gross remuneration has been calculated, what deductions have been made therefrom, and the net remuneration contained in the envelope. Such envelope, together with any statement enclosed, shall remain the property of the employee.

(5) Subject to the provisions of clauses 5 (5) (c) and (6), 10 (3), 18 (1), 23, 23bis, 24, 29, 30 and 32, no deductions shall be made from the remuneration due to an employee: Provided that where an employer is legally compelled to make any payments on behalf of an employee, an amount so paid may be deducted.

(6) No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee: Provided that this subclause shall not apply in respect of training schemes to which an employer is legally required to contribute.

7. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Electrical Installation Section of the Industry shall within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of entering the Electrical Installation Section of the Industry, furnish to the Secretary the following:

(i) His full name and residential address;

(ii) his business address, other than post office box number;

(iii) the full title or style under which his business is conducted.

(b) Where the employer is a partnership or company the information as set out in paragraph (a) shall be furnished to the Secretary in respect of each partner, director, manager or secretary.

(c) Every individual employer, partnership or company shall—

(i) notify the Council, in writing, within 14 days, of any change in the title, style, management, partners or address of such business;

(ii) give notice, in writing, to the Council, within 14 days, of ceasing operations in the Electrical Installation Section of the Building Industry.

(2) Elke werkgewer in die Elektriese Installeringseksie van die Nywerheid moet binne sewe dae vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke nuwe werkgewer moet, binne sewe dae nadat hy tot die Elektriese Installeringseksie van die Nywerheid toegetreë het, aan die Raad 'n waarborg voorlê wat vir die Raad aanvaarbaar is, om die betaling van ondergemelde ten opsigte van sy werknemers vir twee weke te dek, naamlik:

- (a) Lone, soos in klousule 4 voorgeskryf;
- (b) ander finansiële verpligtings waarvoor 'n werkgewer kragtens hierdie Ooreenkoms aanspreeklik is:

Met dien verstande dat die minimum waarborg vir R150 moet wees.

(3) Die Raad het die bevoegdheid om te eniger tyd, maar nie meer dikwels nie as een maal elke ses maande, enige werkgewer aan te sê om 'n opgawe in te dien, in 'n vorm en op 'n wyse deur die Raad voorgeskryf, wat die totale getal werknemers in diens in die verskillende kategorieë aantoon vir wie lone in hierdie Ooreenkoms voorgeskryf word.

(4) (a) Waar 'n waarborg wat deur 'n werkgewer ingedien word, na die mening van die Raad onvoldoende is om die betaling te dek wat in subklousule (2) gemeld word, moet die werkgewer in opdrag van die Raad die bedrag van sodanige waarborg verhoog tot 'n bedrag wat voldoende is om sodanige betaling te dek.

(b) Insgelyks moet die Raad enige werkgewer toelaat om die bedrag van sodanige waarborg te verminder wanneer 'n vermindering van die getal werknemers wat in diens is, sodanige vermindering regverdig. Met dien verstande dat die bedrag van sodanige waarborg te geen tyd minder as R150 mag wees nie.

(5) Die Sekretaris moet die waarborg aan die betrokke werkgewer terugstuur nadat die Raad ingevolge subklousule (1) (c) (ii) in kennis gestel is dat werksaamhede gestaak is.

(6) Die Sekretaris moet 'n register byhou van alle werkgewers in subklousule (1) gemeld.

8. WERKURE

(1) Die gewone werkure van werknemers mag hoogstens 45 uur per week van Maandag tot en met Vrydag of nege uur op 'n bepaalde dag beloop.

(2) Geen werkgewer mag van 'n werknemer vereis of hom toelaat om vir langer as vyf uur sonder 'n ononderbroke pouse van minstens één uur te werk nie, en geen werknemer mag aldus sonder sodanige pouse werk nie.

(3) 'n Werkgewer mag werknemers in diens neem om twee of drie skofte gedurende enige tydperk van 24 uur te werk. Met dien verstande egter dat geen werknemer meer as een skof in 'n bepaalde tydperk van 24 uur werk nie behalwe op die voorwaarde voorgeskryf in klousule 9.

(4) Geen werknemer mag, terwyl hy in diens van enige werkgewer is, enige werk wat in hierdie Ooreenkoms beskryf word, buite die Nywerheidswerf, onderneem of verrig nie, hetsy vir besoldiging of nie, op die openbare vakansiedae en gedurende die vakansietydperk in hierdie Ooreenkoms gemeld en buite die gewone werkure wat in subklousule (1) voorgeskryf word, behalwe dat sodanige werknemer werk vir homself alleen mag verrig.

9. OORTYDWERK

(1) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om oortyd te werk nie, behalwe aan noodwerk of op noodsaaklike dienste. Toestemming om oortydwerk op noodsaaklike dienste te verrig, moet vooraf skriftelik deur die werkgewer van die Raad verkry word. Indien daar van 'n werknemer vereis word om noodwerk te verrig, moet die werkgewer dit binne 48 uur vanaf die tyd waarop die noodtoestand ontstaan het, by die Raad aanmeld.

(2) *Besoldiging vir oortydwerk.*—'n Werknemer van wie vereis of wat toegelaat word om meer ure te werk as wat in klousule 8 (1) voorgeskryf word, moet soos volg besoldig word:

- (a) Een en een derde maal die uurloon vir elke uur of gedeelte daarvan gewerk van Maandag tot 12h00 op Saterdag;
- (b) een en 'n half maal die uurloon vir elke uur of gedeelte daarvan gewerk tussen 12h00 en 24h00 op Saterdag of op 'n openbare vakansiedag in klousule 5 (3) (a) vermeld;
- (c) een en twee derde maal die uurloon vir elke uur of gedeelte daarvan gewerk tussen 24h00 op Saterdag en 07h30 op Maandag.

(3) Die gewone werkure plus oortyd mag hoogstens 56 uur per week beloop.

10. DIENSBEÏNDIGING

(1) Geen kennisgewing van diensbeëindiging is nodig nie tensy die betrokke werknemer vir minstens drie agtereenvolgende dae by dieselfde werkgewer in diens was.

(2) Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om diens sonder kennisgewing te beëindig om 'n regsgeldige rede; of

(2) Every employer in the Electrical Installation Section of the Industry shall, within seven days of the date on which this Agreement comes into force, and every new employer shall, within seven days of his entering the Electrical Installation Section of the Industry, lodge with the Council a guarantee acceptable to the Council, to cover payment in respect of his employees of two weeks—

- (a) wages as prescribed in clause 4;

(b) other financial obligations for which an employer is liable in terms of this Agreement:

Provided that the minimum guarantee shall be for an amount of R150.

(3) The Council shall have the right at any time, but not more than once every six months, to call upon any employer to submit a return, in a form and manner prescribed by the Council, showing the total number of employees employed in the various categories for whom wages are prescribed in this Agreement.

(4) (a) Where in the opinion of the Council the guarantee lodged by any employer is insufficient to cover the payment referred to in subclause (2), the employer shall on demand by the Council increase the amount of such guarantee to an amount sufficient to cover such payment.

(b) The Council shall likewise permit any employer to reduce the amount of such guarantee where a reduction in the number of employees employed warrants such a reduction: Provided that the amount of such guarantee shall at no time be less than R150.

(5) The Secretary shall return the guarantee to the employer concerned, after being notified in terms of subclause (1) (c) (ii) of the termination of operations.

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

8. HOURS OF WORK

(1) The ordinary hours of work of employees shall not exceed 45 hours per week from Monday to Friday inclusive or nine hours on any one day.

(2) No employer shall require or allow an employee to work and no employee shall work for longer than five hours without observing an uninterrupted break of at least one hour.

(3) An employer may engage employees to work two or three shifts during any period of 24 hours: Provided, however, that no employee shall work more than one shift in any period of 24 hours except on the conditions prescribed in clause 9.

(4) No employee whilst in the employ of any employer shall solicit, undertake or perform any work described in this Agreement, outside of the Industry, whether for remuneration or not, on the public holidays and during the holiday period specified in this Agreement and outside the ordinary hours of work prescribed in subclause (1), save that such employee may perform work for himself only.

9. OVERTIME

(1) An employer shall not require or allow an employee to work overtime except on emergency work or on essential services. Permission to work overtime on essential services shall first be obtained, in writing, by the employer from the Council. If the employee is required to perform emergency work the employer shall report to the Council within 48 hours of the time such emergency has arisen.

(2) *Payment for overtime.*—Any employee who is required or permitted, to work any time in excess of the hours prescribed in clause 8 (1) shall be paid—

- (a) one and one third times the hourly rate for each hour or part thereof worked from Monday to 12h00 on Saturday;
- (b) one and one half times the hourly rate for each hour or part thereof worked between 12h00 and 24h00 on Saturday or on a public holiday specified in clause 5 (3) (a);
- (c) one and two thirds times the hourly rate for each hour or part thereof worked between 24h00 on Saturday and 07h30 on Monday.

(3) The ordinary hours of work plus overtime shall not exceed 56 hours per week.

10. TERMINATION OF EMPLOYMENT

(1) No notice of termination of employment shall be required unless the employee concerned has worked for at least three consecutive days with the same employer.

(2) Subject to—

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

(b) die bepalings van 'n skriftelike ooreenkoms tussen die werkgewer en die werknemer waarby 'n langer tydperk, beding word as dié wat hierin bepaal word; of

(c) subklousule (4) (c);

moet 'n werkgewer wat die dienste van 'n werknemer wil beëindig en moet 'n werknemer wat sy diens by 'n werkgewer wil beëindig, in die geval van ambagsmanne, minstens een skof en in die geval van ander werknemers minstens een uur vooraf aan die werkgewer of die werknemer, na gelang van die geval, kennis van sodanige diensbeëindiging op enige werkdag gee.

(3) Indien 'n werknemer ophou werk sonder om aan 'n werkgewer die kennis te gee het soos in subklousule (2) voorgeskryf, kan die werkgewer van die loon wat sodanige werknemer mag toekom, 'n bedrag aftrek wat gelyk is aan die loon wat ingevolge klousule 4 betaalbaar is vir 'n tydperk wat gelyk is aan die tydperk van sodanige kennisgewing.

(4) Die minimum tydperk van sodanige kennisgewing loop vanaf die begin van die laaste skof of een uur, na gelang van die geval, voor sluitingstyd op die dag ten opsigte waarvan daar kennis gegee word: Met dien verstande dat—

(a) 'n werkgewer wat kennis gee aan 'n ambagsman, sodanige werknemer moet toelaat om sy gereedskap gedurende die minimum tydperk van sodanige kennisgewing in werkende orde te bring, maar hierdie bepaling is nie in die geval van 'n werknemer wat vir minder as vyf dae gewerk het, van toepassing nie;

(b) 'n werknemer wat aan 'n werkgewer kennis gee, nogtans met die werk waarvoor hy in diens geneem is, moet aanhou tot by sluitingstyd, met dié uitsondering dat 'n ambagsman gedurende die minimum tydperk van sodanige kennisgewing toegelaat moet word om sy gereedskap in werkende orde te bring, maar nogtans vir dié gedeelte van sodanige tydperk wat nie vir hierdie doel nodig is nie, tot sluitingstyd moet aanhou met die werk waarvoor hy in diens geneem is;

(c) 'n werknemer wat vereis dat die loon wat aan hom verskuldig is, betaal moet word by beëindiging van sy diens, die werkgewer op die gewone aanvangstyd van die dag van sodanige diensbeëindiging kennis daarvan moet gee;

(d) ingeval 'n werknemer nie aan paragraaf (c) van hierdie subklousule voldoen nie, die loon wat hom toekom eers na 12h00 op die daaropvolgende werkdag betaalbaar is.

11. BEWARING EN VERSKAFFING VAN GEREEDSKAP

(1) Die werkgewer moet by alle werkplekke 'n toesluitplek vir die wegsluit van gereedskap verskaf. Hierdie bepaling geld nie vir werk wat drie werkdade of minder duur nie. Alle werknemers se gereedskap in werkwinkels moet deur die werkgewer teen verlies weens brand verseker word.

(2) Werkgewers moet ambagsmanne voorsien van groot vyle, blaaslampe, spanskroewe, groot beitels, saaglemme en skroef-snygereedskap.

12. SPESIALE BEPALINGS BETREFFENDE DIE VERRIGTING VAN SEKERE KLASSE WERK

Steierwerk.—'n Werknemer moet sorg dat alle steierwerk behoorlik opgerig word met defekvrye materiaal.

13. NATWEERSKUILING

Op alle terreine waar bouwerksaamhede verrig word, moet die werkgewers geskikte akkommodasie verskaf waarin die werknemers teen nat weer kan skuil.

14. LATRINES

Werkgewers moet op alle werkplekke behoorlike sanitêre geriewe ooreenkomstig die vereistes van die plaaslike owerheid aan Blankes en Nie-Blankes afsonderlik verskaf.

15. WERKENDE WERKGEWER OF VENNOOT

'n Werkende werkgewer en/of vennoot moet hom hou aan die werke soos voorgeskryf in of ooreenkomstig hierdie Ooreenkoms.

16. ADMINISTRASIE VAN OOREENKOMS

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

17. VRYSTELLINGS

(1) Die Raad kan, behoudens die voorbehoudbepaling van artikel 51 (3) van die Wet, om 'n afdoende rede vrystelling van enigeen van die bepalings van hierdie Ooreenkoms skriftelik aan 'n persoon of persone verleen.

(2) Die Raad besit die bevoegdheid om die voorwaardes te stel waarop sodanige vrystelling van krag sal wees.

(3) 'n Vrystellingsertifikaat onderteken deur die Voorsitter en die Sekretaris van die Raad, moet uitgereik word aan elke persoon wat vrystel word. 'n Vrystellingsertifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik is, geldig nie.

(b) the provisions of any written agreement between employer and employee, stipulating a period in excess of that provided herein; or

(c) the provisions of subclause (4) (c);

an employer desirous of terminating the employment of an employee, or an employee desirous of terminating an engagement with an employer, shall give, in the case of artisans, not less than one shift's notice and in the case of other employees, not less than one hour's notice of such termination of employment to the employer or the employee, as the case may be, on any working day.

(3) Should an employee cease work without having given to an employer the notice prescribed in subclause (2) the employer may deduct from any wages in the process of accrual to such employee an amount equivalent to the wages payable in terms of clause 4 for a period equal to such notice.

(4) The minimum period of such notice shall become operative at the commencement of the last shift or one hour, as the case may be, before finishing time on the day in respect of which notice is given: Provided that—

(a) an employer who gives notice to an artisan shall allow such employee to put his tools in working order during the minimum period of such notice, except in the case of an employee who has worked for less than five days;

(b) an employee who gives notice to an employer shall nevertheless continue until finishing time at the work for which he was engaged, save that artisans shall during the minimum period of such notice be allowed to put his tools in working order but shall nevertheless continue until finishing time at the work for which he was engaged for any portion of such minimum period not required for this purpose;

(c) an employee who requires payment of wages due to be made on termination of employment shall give his notice to the employer at the normal starting time on the day of such termination;

(d) in the event of an employee not complying with the provisions of paragraph (c) of this subclause, payment of wages accrued shall not fall due until after 12h00 on the succeeding working day.

11. STORAGE AND PROVISION FOR TOOLS

(1) A lock-up shall be provided by the employer on all jobs for locking up tools. This shall not apply to jobs of three working days' duration or less. All employees' tools in workshops shall be insured by the employer against loss by fire.

(2) Employers shall provide artisans with large files, blow lamps, draw vices, large chisels, saw blades, and screw cutting tools.

12. SPECIAL PROVISIONS GOVERNING THE PERFORMANCE OF CERTAIN CLASSES OF WORK

Scaffolding.—An employer shall provide that all scaffolding be properly constructed of sound material.

13. WET WEATHER SHELTER

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

14. LATRINES

Proper sanitary accommodation in conformity with the local authority requirements shall be provided by employers on all jobs for Whites and Non-Whites separately.

15. WORKING EMPLOYER OR PARTNER

Any working employer and/or partner shall observe the working hours prescribed in or in terms of this Agreement.

16. ADMINISTRATION OF THE AGREEMENT

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

17. EXEMPTIONS

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

(2) The Council shall have the power to fix the conditions subject to which an exemption shall operate.

(3) A licence of exemption under the signature of the Chairman and Secretary of the Council shall be issued to every person exempted. A licence of exemption shall not be valid in any area other than that for which it was granted.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarin dit van krag is, wysig of intrek.

(5) 'n Werkgewer moet die bepalings van 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

18. UITGAWES VAN DIE RAAD

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer ondergemelde bedrae aftrek van die lone van sy werknemers, uitgesonderd van dié van vakleerlinge:

	Per week Sent
(i) Arbeiders.....	2
(ii) Ambagsmanne.....	10

en by die bedrae aldus afgetrek, moet die werkgewer 'n ewe groot bedrag voeg: Met dien verstande dat hierdie klousule nie van toepassing is nie op 'n werknemer wat minder as drie dae in enige bepaalde week vir dieselfde werkgewer gewerk het. Die totale bedrag moet weekliks aan die Raad betaal word.

(2) Die Raad kan na goedvinde die bedrae in subklousule (1) bedoel, insluit in enige ander seël of bewys wat hy van tyd tot tyd besluit om in gebruik te neem.

19. KENNISGEWINGBORDE

Elke werkgewer en alle werkgevers wat in vennootskap werk, moet, waar elektriese installeringswerk ook al deur hom of deur hulle verrig word, 'n kennisgewingbord op 'n opvallende plek wat vir die publiek toeganklik is, vertoon waarop die volle naam en die besigheidsadres van sodanige werkgewer of vennootskap gemeld word.

20. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom behulpzaam te wees met die uitvoering van hierdie Ooreenkoms. 'n Agent het die reg om—

(a) enige perseel of plek waarin elektriese installeringswerk in die Bounywerheid beoefen word, te eniger tyd te betree wanneer hy grond het om te vermoed dat 'n persoon daar werksaam is;

(b) enigeen wat hy in of in die omgewing van die perseel of plek vind, of alleen of in die teenwoordigheid van dié ander persone wat hy, met die oog op die sake wat op hierdie Ooreenkoms betrekking het, dienstig ag, mondeling te ondervra en om van sodanige persoon te vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat dié boeke, tydstaats, registers en dokumente wat nodig mag wees om vas te stel of hierdie Ooreenkoms nagekom word, getoon word en om hulle te ondersoek, te inspekteer en afskrifte daarvan te maak.

(2) Wanneer die agent 'n perseel betree en sy inspeksie- of ondersoekwerk verrig, mag hy 'n tolk met hom saamneem.

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

21. INDIENSNEMING VAN JEUGDIGES

Niemand onder die leeftyd van 15 jaar mag in die Nywerheid in diens geneem word nie.

22. ORGANISEERDERS VAN VAKVERENIGING

Die organiseerders van die vakvereniging moet toegelaat word om, met die toestemming van die werkgewer of sy behoorlik gemagtigde verteenwoordiger of die voorman, met hul lede in verbinding te tree op die plekke waar hulle werk.

23. INVORDERING VAN VAKVERENIGINGLEDIGELD

(1) 'n Werkgewer kan weekliks van die lone van lede van die vakvereniging sodanige gelde aftrek as wat deur hulle verskuldig is: Met dien verstande dat die werkgewer deur die werknemer en/of die vakvereniging van die werknemer se lidmaatskap in kennis gestel word.

(2) Alle vakverenigingledegeld aldus afgetrek, moet voor of op die 7de dag van elke maand ten opsigte van die vorige maand se verskuldigde gelde deur die werkgewer aan die vakvereniging gestuur word, tesame met 'n staat wat wys vir wie die bedrae betaalbaar is.

23bis. SPAARSKEMA

(1) 'n Werkgewer kan, met die skriftelike toestemming van sy werknemer vir wie 'n loon in klousule 4 (1) (b) voorgeskryf is, 'n bedrag van R1 per week aftrek van die loon van sodanige werknemer wat vir minstens drie dae gedurende daardie week vir hom gewerk het.

(2) Bedrae wat ingevolge subklousule (1) afgetrek is, moet weekliks aan die Raad betaal word en moet namens die betrokke werknemer deur die Raad in 'n spesiale trustrekening gehou word.

(3) Die bedrag in die krediet van die werknemer moet voor of op 31 Desember elke jaar deur die Raad aan hom betaal word min enige bedrag wat met die magtiging van die werknemer as ledegeld aan die vakvereniging betaal moet word.

(4) A licence of exemption may be amended or withdrawn at any time by the Council during the period for which it was granted.

(5) An employer shall observe the terms of any licence of exemption granted in accordance with the provisions of this clause.

18. EXPENSES OF THE COUNCIL

(1) For the purpose of meeting the expenses of the Council each employer shall deduct the following amounts from the wages of his employees, other than apprentices:

	Per week Cents
(i) Labourers.....	2
(ii) Artisans.....	10

and to the amounts so deducted, the employer shall contribute an equal amount: Provided that the provisions of this clause shall not apply in respect of an employee who has worked for the same employer for less than three days in any one week. The total amount shall be paid to the Council weekly.

(2) The Council may in its discretion include the amounts referred to in subclause (1) in any other stamp or voucher which it may from time to time decide to introduce.

19. NOTICE-BOARDS

Every employer and all employers working in partnership shall, wherever electrical installation work is being carried out by him or them, display in a conspicuous place, accessible to the public, a notice-board showing the full name and business address of such employer or partnership.

20. AGENTS

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

(a) enter any premises or places in which electrical installation work in the Building Industry is carried on at any time when he has reasonable cause to believe any person is employed therein;

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

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

(2) The agent when entering, inspecting or examining, may take with him an interpreter.

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

21. EMPLOYMENT OF JUVENILES

No person under the age of 15 years shall be employed in the Industry.

22. TRADE UNION ORGANISERS

Trade union organisers shall be allowed to contact their members working on jobs with the consent of the employer or his duly authorised representative or the foreman.

23. COLLECTION OF TRADE UNION FEES

(1) An employer may deduct weekly from the wages of members of the trade union such fees as are due by them: Provided that the employer is notified by the employee and/or the trade union of the employee's membership.

(2) All trade union fees so deducted shall be forwarded by the employer to the trade union, together with a statement showing for whom the amounts are payable, on or before the seventh day of each month, in respect of the previous month's dues.

23bis. SAVINGS SCHEME

(1) An employer may, with the written consent of his employee for whom a wage is prescribed in clause 4 (1) (b), deduct an amount of R1 per week from the wage of such employee who has worked for him for not less than three days during that week.

(2) Amounts deducted in terms of subclause (1) shall be paid weekly to the Council and shall be retained by the Council on behalf of the employee concerned in a special trust account.

(3) The amount standing to the credit of the employee shall be paid to him by the Council by not later than 31 December each year, less any amount authorised by the employee to be paid in respect of subscriptions to the trade union.

(4) Die Raad kan na goeddunke die bedrag in subklousule (1) bedoel, insluit in enige seël wat hy van tyd tot tyd in gebruik mag neem.

24. REKENAARKOSTE

(1) Ten einde by te dra tot die koste van die Raad om die Vakansie-, Pensioen- en Voorsorgfondse te rekenariseer, moet elke werkgewer 2c per week aftrek van die loon van elke ambagsman in sy diens.

(2) Alle gelde kragtens subklousule (1) afgetrek, moet aan die Raad betaal word vóór of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die aftrekkings gedoen is.

25. STUKWERK OF TAAKWERK

(1) Behoudens die voorwaarde dat geen werknemer minder betaal mag word nie as die bedrag waarop hy kragtens klousules 4, 5 en 9 geregtig sou wees, mag 'n werkgewer 'n werknemer se besoldiging baseer op die hoeveelheid of omvang van die werk wat verrig is. Met dien verstande dat so 'n stelsel van besoldiging nie toelaatbaar is nie behalwe in die vorm van 'n aansporingskema oor die bepalings waarvan daar ooreengekom is soos voorgeskryf in subklousules (2) en (3) hieronder. Voorts met dien verstande dat vakleerlinge nie toegelaat mag word om in sodanige aansporingskemas deel te neem nie.

(2) 'n Werkgewer wat 'n aansporingskema wil invoer, moet 'n gesamentlike komitee van verteenwoordigers van die bestuur en die werknemers in die lewe roep wat oor die bepalings van sodanige skema ooreen kan kom.

(3) Die bepalings van sodanige aansporingskema en alle latere wysigings daarvan waaroor die Komitee ooreenkom, moet op skrif gestel en onderteken word deur die lede van die Komitee en mag nie deur die Komitee gewysig of deur enigeen van die partye beëindig word nie tensy die party wat dit wil wysig of beëindig, dié skriftelike kennis aan die ander party gegee het waaroor die party ooreengekom het toe sodanige ooreenkoms aangegaan is.

26. NASIONALE ONTWIKKELINGSFONDS VIR DIE BOUNYWERHEID

(1) Nademaal die Raad verwittig is van die stigting van die Nasionale Ontwikkelingsfonds vir die Bounywerheid [wat in die lewe geroep is deur die Federasie van Bounywerhede (S.A.)], hierna die "Nasionale Fonds" genoem, verleen hy hierby magtiging om bydraes in te vorder ooreenkomstig die prosedure hieronder uiteengesit, ten einde die doelstellings te verwesenlik wat in die konstitusie van die Nasionale Fonds uiteengesit is.

(2) Behoudens subklousules (3) en (4), moet elke werkgewer 7c per week namens elke werknemer tot die Nasionale Fonds bydra.

(3) Geen betaling word deur 'n werkgewer gedoen namens 'n werknemer wat minder as drie dae vir hom in enige bepaalde week gewerk het nie.

(4) Waar 'n werknemer by twee of meer werkgewers gedurende dieselfde week gewerk het, moet betaling vir daardie week gedoen word deur die werkgewer by wie hy eerste minstens drie dae gewerk het.

(5) Alle bedrae wat ooreenkomstig subklousule (2) betaalbaar is, moet ingelyf word in 'n gekonsolideerde seël wat deur die Raad uitgereik word.

(6) Die Raad moet elke maand aan genoemde Nasionale Fonds die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgeld van 2½ persent wat die algemene fondse van die Raad toekom, aan genoemde Nasionale Fonds betaal.

(7) Kopieë van die konstitusie en van die geouditeerde jaarrekenings en balansstate van die Nasionale Fonds moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule, beteken die uitdrukking "konstitusie" ook alle wysigings van die konstitusie wat van tyd tot tyd aangeneem word.

27. LEDEGELD—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Elke werkgewer wat lid van die werkgewersorganisasie is, moet 8c per week namens elke werknemer aan die Raad betaal.

(2) Geen betaling kragtens subklousule (1) moet gedoen word namens 'n werknemer wat minder as drie dae by 'n lidwerkgewer in 'n bepaalde week gewerk het nie.

(3) Waar 'n werknemer vir twee of meer lede van die werkgewersorganisasie gedurende enige bepaalde week gewerk het, moet die betaling in subklousule (1) gemeld, gedoen word deur die werkgewer wat eerste sodanige werknemer vir drie dae of langer gedurende sodanige week in sy diens gehad het.

(4) Bedrae betaalbaar kragtens hierdie klousule moet deur die werkgewer aan die Sekretaris gestuur word vóór of op die Vrydag wat volg op die betaalweek ten opsigte waarvan die bydraes verskuldig is.

(5) Die Raad moet vóór of op die 15de dag van elke maand die totale bedrag van die bydraes wat ingevolge hierdie klousule ontvang is, min invorderingsgeld van 2½ persent, wat die algemene fondse van die Raad toekom, aan die Kimberley Master Builders' and Allied Trades Association stuur.

(4) The Council may in its discretion include the amount referred to in subclause (1) in any stamp which it may from time to time introduce.

24. COMPUTER FEE

(1) In order to subscribe towards the cost to the Council of computerising the Holiday, Pension and Benefit Funds, every employer shall deduct 2c per week from the wages of each artisan in his employ.

(2) All fees deducted in terms of subclause (1) shall be paid to the Council not later than the Friday following the pay-week in respect of which the deductions were made.

25. PIECE-WORK OR TASK WORK

(1) Subject to the condition that no employee may be paid less than the amount he would be entitled to in terms of clauses 4, 5 and 9, an employer may base an employee's remuneration on the quantity or output of work done: Provided that no such system of remuneration shall be permissible except in the form of an incentive scheme the terms of which have been agreed upon as set out in subclauses (2) and (3) hereunder: Provided further that apprentices shall not be allowed to participate in such incentive schemes.

(2) Any employer who wishes to introduce an incentive scheme shall set up a joint committee of representatives of the management and the employees, which may agree upon the terms of any such scheme.

(3) The terms of any such incentive scheme and any subsequent alteration thereto which may have been agreed upon by the Committee shall be reduced to writing and signed by the members of the Committee and shall not be varied by the Committee or terminated by either party unless the party wishing to vary or terminate the agreement has, in writing, given the other party such notice as may be agreed upon by the parties when entering into such an agreement.

26. NATIONAL DEVELOPMENT FUND FOR THE BUILDING INDUSTRY

(1) The Council having been advised of the establishment of the National Development Fund for the Building Industry [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the "National Fund", hereby authorises for the purpose of implementing the objects set forth in the constitution of the said National Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Subject to the provisions of subclauses (3) and (4) every employer shall contribute to the National Fund the amount of 7c per week per employee.

(3) No payment shall be made by an employer in respect of an employee who has worked less than three days for him in any one week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed for not less than three days.

(5) All amounts payable in accordance with the provisions of subclause (2) shall be incorporated in a consolidated stamp issued by the Council.

(6) The Council shall each month pay over to the said National Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ percent, which amount shall accrue to the general funds of the Council.

(7) Copies of the constitution and of audited annual accounts and balance sheets of the National Fund shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause the term "constitution" shall include any amendments to the constitution adopted from time to time.

27. SUBSCRIPTIONS—KIMBERLEY MASTER BUILDERS' AND ALLIED TRADES ASSOCIATION

(1) Every employer who is a member of the employers' organisation shall pay to the Council the amount of 8c per week per employee.

(2) No payment in terms of subclause (1) shall be made in respect of an employee who has worked for less than three days with a member employer in any one week.

(3) Where an employee has worked for two or more members of the employers' organisation during any one week the payment referred to in subclause (1) shall be made by the employer who has first employed such employee for three days or more during such week.

(4) Amounts payable in terms of this clause shall be forwarded by the employer to the Secretary not later than the Friday following the pay-week in respect of which the contributions are due.

(5) The Council shall on or before the 15th of each month forward to the Kimberley Master Builders' and Allied Trades Association, the total amount of contributions received in terms of this clause less a collection fee of 2½ per cent which amount shall accrue to the general funds of the Council.

28. KONTRAK VIR SLEGS ARBEID

Geen werkgewer mag werk op 'n subkontrakgrondslag uitbestede nie, tensy die persoon wat sodanige subkontrakwerk onderneem, al die arbeid, materiaal en installasies yerskaf wat vir die verrigting van sodanige werk nodig mag wees; en geen werknemer mag enige werk op 'n grondslag wat strydig is met dié hierin vervat, aanvaar of verrig nie.

29. PENSIOENFONDS

(1) Elke werkgewer moet namens elke werknemer vir wie 'n loon in klousule 4 (1) (ii) voorgeskryf word, 'n bedrag van R6 per week aan die Raad betaal. 'n Werkgewer is daarop geregtig om ten opsigte van die bydrae deur hom kragtens hierdie subklousule gedoen, R4,50 per week van die besoldiging van die werknemer af te trek: Met dien verstande dat—

(i) geen bydrae of aftrekking gedoen mag word nie namens 'n werknemer wat minder as drie dae in enige bepaalde week vir 'n werkgewer gewerk het;

(ii) waar 'n werknemer gedurende dieselfde week by twee of meer werkgewers gewerk het, die bydrae en aftrekking vir daardie week gedoen moet word deur die werkgewer by wie hy eerste gedurende daardie week vir minstens drie dae gewerk het.

(2) (a) Die bedrag deur 'n werkgewer kragtens subklousule (1) betaal, moet aangewend word vir 'n pensioen- of soortgelyke fonds vir 'n werknemer namens wie bydraes gedoen word.

(b) Ten einde die doelstellings van paragraaf (a) te verwesenlik, het die Raad die bevoegdheid om by 'n versekeringsmaatskappy 'n ooreenkoms of ooreenkomste aan te gaan of om 'n bestaande ooreenkoms of ooreenkomste voort te sit.

Eksemplare van alle reëls betreffende sodanige fonds moet voorgelê word aan die Sekretaris van Arbeid aan wie eksemplare van alle veranderings of wysigings daarvan ook van tyd tot tyd voorgelê moet word.

30. BYSTANDSFONDS

(1) *Lidmaatskap.*—Lidmaatskap van die Bystandsfonds, waarvoor voorsiening gemaak word in klousule 31 van die Hoof-ooreenkoms, is verpligtend vir alle ambagsmanne.

(2) Klousule 31 (2) tot en met (8) van die Hoof-ooreenkoms is *mutatis mutandis* van toepassing op die werkgewers en die werknemers.

31. WERWINGS- EN OPLEIDINGSFONDS VAN DIE BOUNYWERHEID

(1) Aangesien die Raad verwittig is van die stigting van die Werwings- en Opleidingsfonds van die Bounywerheid [wat deur die Federasie van Bounywerhede (S.A.) in die lewe geroep is], hierna die "Opleidingsfonds" genoem, magtig hy hierby, vir die doel om uitvoering te gee aan die oogmerke wat in die konstitusie van die Opleidingsfonds uiteengesit word, die invordering van bydraes ooreenkomstig die prosedure hieronder uiteengesit.

(2) Behoudens subklousules (3) en (4), moet elke werkgewer namens elke werknemer in sy diens 30c per week aan die Raad bydra.

(3) 'n Werkgewer moet geen bydrae doen namens 'n werknemer wat minder as drie dae in 'n week in sy diens was nie.

(4) Indien 'n werknemer gedurende dieselfde week by twee of meer werkgewers in diens is, moet die bydrae ten opsigte van daardie week gedoen word deur die werkgewer by wie hy eerste gedurende daardie week minstens drie dae in diens was.

(5) Die Raad moet elke maand die totale bedrag van die bydraes wat hy ingevolge subklousule (2) ingevorder het, min invorderingsgeld van 2½ persent, wat aan die algemene fondse van die Raad toeval, aan die Opleidingsfonds betaal.

(6) Eksemplare van die konstitusie en van geouditeerde rekenings en balansstate van die Opleidingsfonds moet by die Raad en by die Sekretaris van Arbeid ingedien word. Vir die toepassing van hierdie subklousule, sluit die uitdrukking "konstitusie" ook alle wysigings van die konstitusie in wat van tyd tot tyd aangeneem word.

32. BYSTANDSFONDS VIR ARBEIDERS

(1) *Lidmaatskap.*—Lidmaatskap van die Fonds is verpligtend vir alle arbeiders in die Elektriese Installeringseksie.

(2) Klousule 34 (3) tot en met (9) van die Hoof-ooreenkoms is *mutatis mutandis* van toepassing op die werkgewers en die werknemers.

33. MILITÊREDIENSFONDS (KIMBERLEY)

Klousule 35 (1) tot en met (10) van die Hoof-ooreenkoms is *mutatis mutandis* van toepassing op die werkgewers en die werknemers.

Namens die partye by die Raad op hede die 2de dag van Junie 1978 te Kimberley onderteken.

G. H. ROWLES, Voorsitter.

H. D. DAVIDS, Ondervoorsitter.

G. W. BARNES, Sekretaris.

28. LABOUR ONLY CONTRACT

No employer shall give out work on any subcontract basis unless the person undertaking such subcontract work supplies all the labour, material and plant that may be required in the performance of such work; and no employee shall accept or perform any work on any basis contrary to that as set out herein.

29. PENSION FUND

(1) Every employer shall in respect of every employee for whom a wage is prescribed in clause 4 (1) (ii), pay to the Council an amount of R6 per week. An employer shall be entitled, in respect of the contribution made by him in terms of this subclause, to deduct from the remuneration of the employee an amount of R4,50 per week: Provided that—

(i) no contribution or deduction shall be made in respect of an employee who has worked for an employer for less than three days in any one week;

(ii) where an employee is employed by two or more employers during the same week, the contribution and deduction for that week shall be made by the employer by whom he was first employed during that week for not less than three days.

(2) (a) The amount paid by an employer in terms of subclause (1), shall be applied for a pension or like fund for employees for whom contributions are made.

(b) For the purpose of implementing the objects of paragraph (a), the Council shall be entitled to enter into an agreement/s or to continue an existing agreement/s with an insurance company.

Copies of all rules relating to such fund shall be lodged with the Secretary for Labour with whom copies of all alterations or amendments thereto shall also be lodged from time to time.

30. BENEFIT FUND

(1) *Membership.*—Membership of the Benefit Fund, provided for in clause 31 of the Main Agreement, shall be compulsory for all artisans.

(2) The provisions of clause 31 (2) to (8) inclusive, of the Main Agreement shall apply *mutatis mutandis* in respect of the employers and employees.

31. BUILDING INDUSTRIES RECRUITMENT AND TRAINING FUND

(1) The Council having been advised of the establishment of the Building Industries Recruitment and Training Fund [inaugurated by the Building Industries Federation (S.A.)], hereinafter referred to as the "Training Fund" hereby authorises, for the purpose of implementing the objects set forth in the constitution of the Training Fund, the collection of contributions in accordance with the procedure detailed hereunder.

(2) Subject to the provisions of subclauses (3) and (4) each employer shall pay to the Council an amount of 30c per week in respect of each of his employees.

(3) No payment shall be made by an employer in respect of an employee who works less than three days for him in any one week.

(4) Where an employee is employed by two or more employers during the same week, the payment for that week shall be made by the employer by whom he was first employed during that week for not less than three days.

(5) The Council shall each month pay over to the Training Fund the total amount of contributions collected by it in terms of subclause (2), less a collection fee of 2½ per cent which amount shall accrue to the general funds of the Council.

(6) Copies of the constitution and of audited annual accounts and balance sheets of the Training Fund shall be lodged with the Council and with the Secretary for Labour. For the purposes of this subclause, the term "constitution" shall include any amendments to the constitution adopted from time to time.

32. BENEFIT FUND FOR LABOURERS

(1) *Membership.*—Membership of the Fund shall be compulsory for all labourers in the Electrical Installation Section.

(2) The provisions of clause 34 (3) to (9) inclusive, of the Main Agreement shall apply *mutatis mutandis* in respect of the employers and employees.

33. MILITARY SERVICE FUND (KIMBERLEY)

The provisions of clause 35 (1) to (10) inclusive, of the Main Agreement shall apply *mutatis mutandis* in respect of employers and employees.

Signed at Kimberley on behalf of the parties to the Council this 2nd day of June 1978.

G. H. ROWLES, Chairman.

H. D. DAVIDS, Vice-Chairman.

G. W. BARNES, Secretary.

No. R. 1535

28 Julie 1978

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941BOUNYWERHEID, KIMBERLEY.—ELEKTRIESE
INSTALLERINGSEKSIE

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 Bounywerheid, Kimberley, gepubliseer by Goewermentskennisgewing R. 1534 van 28 Julie 1978 oor die algemeen vir werknemers wie se werke en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

No. R. 1535

28 July 1978

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941BUILDING INDUSTRY, KIMBERLEY.—ELEC-
TRICAL INSTALLATION SECTION

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 Building Industry, Kimberley, published under Government Notice R. 1534 of 28 July 1978 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.

INHOUD

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