



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE
STAATSKOERANT
 VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2676

Registered at the Post Office as a Newspaper

PRICE 20c PRYS

OVERSEAS 30c OORSEE
 POST FREE — POSVRY

REGULASIEKOERANT No. 2676

As 'n Nuusblad by die Poskantoor Geregistreer

Vol. 160]

PRETORIA, 13 OCTOBER 1978
 13 OKTOBER

[No. 6185

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2041 13 October 1978

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL INDUSTRY (NATAL).—MAIN
 AGREEMENT

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

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (3) (h), 9bis, 18 and 21 of Part I and clause 12 of Section I of Part III, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 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 areas specified in clause 1 (1) (b) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of Part I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (3) (h), 9bis, 18 and 21 of Part I and clause 12 of Section I of Part III, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2041 13 Oktober 1978

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE NYWERHEID (NATAL).—
 HOOFOOREENKOMS

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 Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (h), 9bis, 18 en 21 van Deel I en klousule 12 van Seksie 1 van Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 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 gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (h), 9bis, 18 en 21 van Deel I en klousule 12 van Seksie 1 van Deel III, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie

employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the Electrical Engineering and Allied Industries Association

and the

Radio, Appliance and Television Association of South Africa

and the

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

and the

Amalgamated Engineering Union

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

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

PART I

GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT

1. SCOPE OF APPLICATION

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

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

(b) who are engaged or employed in—

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

(ii) the operations set forth in paragraph (d) of the definition of "Electrical Industry" in clause 3 of this Agreement in the Province of Natal.

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

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

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

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

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period ending 30 June 1979 or for such period as the Minister may determine.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESE NYWERHEID (NATAL)

OOREENKOMS

ingevolge 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

en die

Electrical Contractors' Association (South Africa)

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

South African Electrical Workers' Association

en die

Amalgamated Engineering Union

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

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

DEEL I

ALGEMENE VOORWAARDES VAN TOEPASSING OP HIERDIE HELE OOREENKOMS

1. TOEPASSINGSBESTEK

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

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

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

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

(ii) die werksaamhede uiteengesit in paragraaf (d) van die omskrywing van "Elektrotegniese Nywerheid" in klousule 3 van hierdie Ooreenkoms, in die provinsie Natal.

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

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

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

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

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir 'n tydperk wat op 30 Junie 1979 eindig of vir die tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

"buitengewoon vuil werk" werk in verband met dieselenjins van die kruiskop af ondertoe, gebruikte skeepsketels, oonde, verbrandingskamers, rookkaste, in skepskimme en in brandstofenks, aan boord skip verrig, en in installasies vir die hantering van gebruikte steenkool en/of kooks en in rubberverwerkingsinstallasies;

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

"Council" means the Industrial Council for the Electrical Industry (Natal);

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

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

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

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

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

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

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

(d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto;

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

(i) electrical cables and overhead lines;

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

Provided that in the Magisterial Districts of Durban and Pinetown, the expression "electrical equipment" shall, for the purposes of paragraphs (a), (b) and (c), not include radio sets and allied electrical apparatus, signalling equipment and other equipment utilising the principles used in the operation of radio or electronic equipment, refrigeration equipment or domestic electrical equipment;

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

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

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

"Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

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

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

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

"Elektrotegniese Nywerheid" die Nywerheid waarin werkgevers en werknemers met mekaar geassosieer is vir enigeen van of al die volgende werksaamhede:

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

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

(c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat nodig is vir die oprigting, verbouing, herstel en onderhoud van geboue, met inbegrip van bedrading, kabellasterwerk, die lê van kables, die aanleg van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan, afgesien daarvan of die werk verrig of die materiaal berei word op die terrein van die gebou 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 bedrading, kabellasterwerk, die lê van kables, die aanleg van boggrondse elektriese lyne en alle ander werksaamhede wat daarmee gepaard gaan; en vir die toepassing van hierdie omskrywing omvat "elektriese uitrusting"—

(i) elektriese kables en boggrondse lyne;

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

Met dien verstande dat vir die toepassing van paragrafe (a), (b) en (c), die uitdrukking "elektrotegniese uitrusting" in die landdrostdistrikte Durban en Pinetown nie radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word by die bediening van radio- of elektroniese uitrusting, verkoeluitrusting of huishoudelike elektriese uitrusting insluit nie;

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

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

- (ab) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
- (ac) the manufacture, repair and servicing of motor vehicle batteries;
- (ad) the manufacture, repair and servicing of typewriter and office appliances;
- (ae) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

Provided that in the Magisterial Districts of Durban and Pinetown the expression "design, preparation, erection, installation, repair and maintenance" shall, for the purposes of paragraphs (a), (b) and (c), not include—

- (aa) the manufacture, installation, repair and/or maintenance of lifts and escalators;
- (ab) the manufacture by repetitive methods of the aforementioned equipment or component parts thereof;
- (ac) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
- (ad) the manufacture and/or fabrication and/or assembly and/or rebuilding of lead acid type batteries and/or component parts thereof;
- (ae) the installation and/or servicing and/or repair of stationary type lead acid batteries or component parts thereof when performed by the manufacturer of the battery or component part;
- (af) the installation and/or servicing and/or repair of motor vehicle batteries of the lead acid type or component parts thereof when performed by the manufacturer of the battery or component part in terms of the manufacturer's guarantee;
- (ag) the sale, repair and/or servicing of typewriting machines and/or other mechanical office appliances;
- (ah) the assembling and/or servicing and/or installation and/or maintenance and/or repair of any one or more of the appliances, equipment, machines, devices or apparatus referred to in (ai) below;
- (ai) the marketing of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles or any combination of such principles, primarily intended for use in accounting and/or business and/or calculating and/or office procedures, wherever such marketing is carried on in conjunction with any one or more of the activities referred to in (ah);
- (aj) the connection to the wiring of a building or structure of the appliances, equipment, machines, devices and apparatus referred to in (ai), other than by means of a socket or similar outlet provided for the purpose;

"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 operation:

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

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

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

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

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

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

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

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

Met dien verstande dat, vir die toepassing van paragrawe (a), (b) en (c), die uitdrukking "ontwerp, bereiding, oprigting, installering, herstel en onderhoud" in die landdrosdistrikte Durban en Pinetown nie die volgende omvat nie:

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

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

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

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

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

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

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

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

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

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

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

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

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

"werknemer" 'n werknemer wie se minimum loon in hierdie Ooreenkoms voorgeskryf is, 'n werknemer wat kragtens 'n vrystelling van hierdie Ooreenkoms of op voorwaardes wat deur die Raad gestel is in diens is, of 'n werknemer wat ooreenkomstig 'n leerlingskontrak wat deur die Raad erken word, in diens is;

"bedryfsinrigting" 'n perseel waar die Nywerheid of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

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

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

"Industry" means the Electrical Industry;

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

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

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

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

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

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

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

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

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

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

4. REGISTRATION OF EMPLOYERS

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

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

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

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

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

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

"uurloon" die uurloon vir die klas werk in hierdie Ooreenkoms voorgeskryf of die werklike uurloon wat die werknemer ontvang, naamlik die grootste bedrag: Met dien verstande dat waar 'n "weekloon" gespesifiseer word, die uurloon van die werknemer sy weekloon is vir sy klas werk, soos in hierdie Ooreenkoms voorgeskryf, of die werklike weekloon van die werknemer, naamlik die grootste bedrag, gedeel deur die getal gewone ure wat in die betrokke bedryfsinrigting gewerk word; "aansporingsbonuswerk" werk waarvoor daar ooreenkomstig klousule 11 van Deel I van hierdie Ooreenkoms betaal word;

"Nywerheid" die Elektrotegniese Nywerheid;

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

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

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

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

"gewone uurloon" die uurloon vir gewone tyd;

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

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

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

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

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

4. REGISTRASIE VAN WERKGEWERS

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

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

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

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

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

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

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

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

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

5. HOURS OF WORK

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

(i) employees on day shift and/or night shift;

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

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

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

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

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

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

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

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

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

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

(i) between 18h00 and 06h00; or

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

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

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

(ii) on more than three consecutive days;

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

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

(aa) been given notice thereof before 12h00; or

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

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

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

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

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

5. WERKURE

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

(i) werknemers op dag- en/of nagskof;

(ii) werknemers wat volgens die twee- en/of drieskofstelsel werk.

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

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

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

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

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

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

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

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

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

(i) Tussen 18h00 en 06h00; of

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

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

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

(ii) op meer as drie agtereenvolgende dae;

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

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

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

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

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

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

6. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS

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

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

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

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

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

(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request an employee working a five-day week shall be paid at one and one-third times his hourly rate for the first six hours reckoned from when he starts work and at one and one-half times his hourly rate thereafter, and an employee working a six-day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work on a Saturday and be paid thereafter as provided for in subclause (1) of this clause: Provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at one and one-half times the hourly rate of the employee. For the 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 maintenance and/or urgent repairs) works on a Sunday he shall be paid at one and two-thirds times the hourly rate for time worked with a minimum payment of one and two-thirds times the hourly rate for the hours of a normal shift: Provided that if the overtime continues after midnight on a Sunday the employee shall continue to be paid at the rate of one and two-thirds times the hourly rate until his usual starting time on Monday morning: Provided further that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(6) Employees engaged on urgent maintenance and/or urgent repairs (referred to hereafter as "urgent work") shall be paid for work on Sundays at not less than one and two-thirds times the hourly rate for the hours worked with a minimum payment of not less than four hours' pay at one and two-thirds times the hourly rate in respect of hours worked prior to 12h00. Where such work extends into the afternoon period a minimum payment of eight hours at one and two-thirds times the hourly rate shall apply.

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

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

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

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

6. OORTYDWERK EN BETALING VIR WERK OP SONDAE

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

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

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

(2) Wanneer 'n werknemer te eniger tyd na verloop van ses uur ná die voltooiing van sy gewone skof vir dringende werk uitgeroep word, moet hy een en 'n half maal sy uurloon betaal word vir tyd gewerk vanaf die tyd waarop hy begin werk het tot die gewone aanvangstyd van sy daaropvolgende gewone skof: Met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in elk geval een en 'n half maal sy uurloon betaal moet word vir tyd wat vanaf middernag tot die gewone aanvangstyd van sy gewone skof gewerk is.

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

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

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

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

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

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

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

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

(8) For purposes of this clause—

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

“usual starting time” means the starting time on an ordinary working day.

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

(10) Notwithstanding the provisions of subclause (1), where in any one week an employee absents himself from work during any or all of the ordinary hours of a shift or shifts observed in the establishment concerned, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided 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 at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

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

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

7. SHIFT WORK

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

(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 Saturday of the same week, except on marine work where any three or more nights worked consecutively may constitute night shift work.

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

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

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

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

(aa) When the hours for the complete shift fall wholly within any period from 18h00 to 06h00 at the ordinary hourly rate, plus 10 per cent;

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

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

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

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

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

(8) Vir die toepassing van hierdie klousule beteken—

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

“gewone aanvangstyd” die aanvangstyd op 'n gewone werkdag.

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

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

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

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

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

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

7. SKOFWERK

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

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

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

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

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

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

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

(ab) wanneer die ure vir die volle skof nie geheel en al binne 'n tydperk vanaf 18h00 tot 06h00 val nie, die gewone uurloon, plus 5 persent, tot middernag, en na middernag die gewone uurloon, plus 10 persent.

(b) *Drieskofstelsel.*—Vir werk wat gewoonlik verrig word op die—

(i) tweede skof, die gewone uurloon, plus 5 persent;

(ii) derde skof, die gewone uurloon plus 10 persent.

(5) Time worked by employees on shift systems after the completion of the usual shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:

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

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

For the 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.

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

(7) Notwithstanding the provisions of subclause (5) 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 the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

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

(8) Any employee who is aggrieved by the application to him of any of the provisions of subclause (7) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

8. SHORT-TIME

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

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

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

(1)bis An employer shall within seven days of commencement of working short-time, notify the Council in writing.

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

(5) Tyd deur werknemers volgens die skofstelsel gewerk na voltooiing van die gewone skof in die betrokke bedryfsinrigting, word geag oortydwerk te wees en daarvoor moet soos volg betaal word:

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

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

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

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

(7) Ondanks subklousule (5), waar 'n werknemer in 'n bepaalde week gedurende enigeen van of al die gewone ure van 'n skof of skofte in die betrokke bedryfsinrigting van die werk afwesig is, moet sodanige gewone ure nie deur die werknemer gewerk nie, afgetrek word van die oortydure gewerk en moet die werknemer vir die ure aldus afgetrek, sy gewone loon betaal word: Met dien verstande dat—

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

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

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

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

8. KORTTYD

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

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

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

(1)bis 'n Werkgever moet die Raad binne sewe dae nadat daar met korttydwerk begin is, skriftelik daarvan in kennis stel.

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

9. PAYMENT OF REMUNERATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9bis. SPECIAL PROVISIONS FOR PAYMENT OF REMUNERATION

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

9. BETALING VAN BESOLDIGING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9bis. SPESIALE BEPALINGS VIR DIE BETALING VAN BESOLDIGING

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

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

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

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

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

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

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

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

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

10. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

(1) Notwithstanding anything in this Agreement, an establishment may be closed during any period of work specified for that establishment in terms of clause 20 (2) of this Part of the Agreement by mutual arrangement between the employer and not less than 75 per cent of his employees, where such an arrangement is come to for each specific closing of the establishment.

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

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

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

- (a) required not to work; or
- (b) not permitted to work;

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

11. INCENTIVE BONUS WORK

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

(1) The conditions contained in this Agreement relating to overtime, night shift work and work on Sundays and

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

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

(b) die betaling moet in kontant gedoen word voor of teen die gewone uitskeityd:

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

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

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

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

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

10. SLUITING VAN BEDRYFSINRIGTING OP 'N GEWONE WERKDAG

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

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

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

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

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

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

11. AANSPORINGSBONUSWERK

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

(1) Die voorwaardes in hierdie Ooreenkoms vervat ten opsigte van oortydwerk, nagskofwerk en werk op Sondae en

certain public holidays shall apply and wages shall be calculated at the hourly rate for that class of work scheduled in this Agreement;

(2) an employee engaged on incentive bonus work shall be allowed a rest period of 10 minutes as near as possible to the middle of the morning and afternoon work periods, such rest periods to be reckoned as working time and paid for at the hourly rate for that class of work scheduled in this Agreement;

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

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

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

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

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

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

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

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

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

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

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

(b) a change in the material, means or methods of production or the quantities; or

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

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

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

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

12. TERMINATION OF EMPLOYMENT

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

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

sekere openbare vakansiedae is van toepassing en lone moet bereken word teen die uurloon wat vir die betrokke klas werk in die Ooreenkoms gelys is;

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

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

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

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

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

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

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

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

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

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

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

(a) 'n Fout in die berekening van enige party; of

(b) 'n verandering in die materiaal, wyse of metode van produksie of die hoeveelhede; of

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

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

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

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

12. DIENSBEEÏNDIGING

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

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

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

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

(3) For the 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 12h00 on Friday.

13. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS

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

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

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

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

(5) Notwithstanding the provisions of subclause (1), an employee who is required by his employer to work the shift immediately preceding and/or following any of the public holidays referred to in this clause and who absents himself from work on such shift or shifts shall not be paid for such holiday unless absent with the permission of his employer or on account of sickness or circumstances beyond his control or the hours of the shift or shifts concerned have been worked in, in which event payment shall be made for the day as provided for in terms of this clause.

(6) Any employee who is aggrieved by the application to him of any of the provisions of subclause (5) may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

14. EMPLOYMENT OF JOURNEYMEN AND PUPIL ENGINEERS

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

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

nie hierdeur geraak word nie:

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

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

(3) Vir die toepassing van hierdie klousule, word Saterdag nie geag 'n volle werkdag te wees nie. Kennis van die beëindiging van 'n dienskontrak teen uitskeiding op 'n Saterdag moet voor 12h00 op Vrydag gegee word.

13. BETALING VIR SEKERE OPENBARE VAKANSIEDAE

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

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

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

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

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

(6) 'n Werknemer wat veronreg voel omdat subklousule (5) op hom toegepas is, kan by die Raad appél aanteken teen die besluit wat op hom van toepassing gemaak is, en die Raad kan na oorweging van die redes wat vir sodanige besluit aangevoer word, daardie besluit bekragtig of sodanige ander besluit neem as wat na sy mening in sodanige geval geneem moes gewees het.

14. INDIËNSNEMING VAN VAKMANNE EN LEERLINGINGENIEURS

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

be entitled to apply to the Council for a certificate enabling him to be employed as a journeyman, and he may, if granted such certificate, be employed thereafter on work classified at Rate A appearing in his certificate.

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

15. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

16. OUTWORK AND HIRE OF LABOUR

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

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

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

17. EXEMPTIONS

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

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

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

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

(4) The Council shall cause—

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

18. ENGAGEMENT OF TRADE UNION LABOUR

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

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

geneem te word, en as sodanige sertifikaat aan hom uitgereik word, kan hy daarna vir werk wat onder Loon A ingedeel is, in diens geneem word vir die werk wat op sy sertifikaat gemeld word.

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

15. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

Geen werkgewer mag iemand wat jonger as 15 jaar is in diens neem nie.

16. BUITEWERK EN HUUR VAN ARBEID

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

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

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

17. VRYSTELLINGS

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

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

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

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

(4) Die Raad moet—

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

18. INDIENSNEMING VAN LEDE VAN VAKVERENIGING

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

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

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

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

(5) Apart from the rights of a person in terms of section 51 (10) of the Act, the Council may grant exemption from the provisions of subclause (1) for any good and sufficient reason.

19. ADMINISTRATION OF AGREEMENT

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

20. EXHIBITION OF NOTICES

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

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

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

21. AGENTS

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

22. PAID SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

19. ADMINISTRASIE VAN OOREENKOMS

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

20. VERTONING VAN KENNISGEWINGS

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

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

(3) Subklousule (2) hiervan is nie van toepassing op werknemers wat 'n wag se werk verrig nie.

21. AGENTE

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

22. SIEKTEVERLOF MET BESOLDIGING

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

(a) *Gedurende die eerste 12 agtereenvolgende maande diens:*

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

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

(b) *Ten opsigte van aanenlopende diens daarna:*

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

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

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

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

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

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

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

(4) The provisions of this clause shall not apply to employers and employees who are required to contribute to the Electrical Industry (Natal) Sick Pay Fund in terms of the Council's Sick Pay Fund Agreement or to employers and their employees who are participants in and members of a fund, organisation or scheme providing for paid sick leave on a basis which is not less favourable to the employee than that set out in the Sick Pay Fund Agreement and in respect of which exemption has been granted or is granted by the Council from the provisions of the Sick Pay Fund Agreement, whilst such fund, organisation or scheme continues to operate and both the employer and the employee are participants therein.

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

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

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

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

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

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

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

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

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

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

23. EXPENSES OF THE COUNCIL

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

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

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

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

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

(4) Hierdie klousule is nie van toepassing op werkgevers en werknemers wat ingevolge die Raad se Siektebesoldigingsfondsooreenkoms verplig is om tot die Siektebesoldigingsfonds van die Elektrotegniese Nywerheid (Natal) by te dra nie, of op werkgevers en hul werknemers wat deelnemers in en lede is van 'n fonds, organisasie of skema wat voorsiening maak vir siekteverlof met besoldiging op 'n grondslag wat nie minder gunstig vir die werknemer is nie is dié uiteengesit in die Siektebesoldigingsfondsooreenkoms en ten opsigte waarvan vrystelling deur die Raad van die bepaling van die Siektebesoldigingsfondsooreenkoms toegestaan is of word, terwyl sodanige fonds, organisasie of skema bly funksioneer en beide die werkgever en die werknemers deelnemers daarin is.

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

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

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

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

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

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

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

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

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

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

23. UITGAWES VAN DIE RAAD

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

(1) Elke werknemer en elke werkgever moet tot die fondse van die Raad bydra volgens die volgende skaal:

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

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

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

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

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

24. UNAUTHORISED EMPLOYMENT

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

25. PROHIBITION OF CESSION AND/OR SET-OFF

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

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

26. INJURY ON DUTY ALLOWANCE

(1) Whenever an employee is absent from work on account of injury or disablement falling within the provisions of the Workmen's Compensation Act, 1941, and such employee is covered by the provisions of the Electrical Industry (Natal) Sick Pay Fund, he shall be paid an hourly allowance of 33 per cent of the basic hourly rate for his class of work scheduled in this Agreement for the hours he is absent from work for any day or days not recognised as compensable in terms of the said Act, up to a maximum of three days.

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

27. CERTIFICATE OF SERVICE

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

28. ANNUAL SHUT-DOWN

(1) Except as provided for in subclauses (2) and (3) of this clause, every employer who wishes to observe an annual shut-down of the establishment or department thereof in terms of

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

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

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

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

24. ONGEOORLOOFDE INDIENSNAMEING

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

25. VERBOD OP SESSIE EN/OF SKULDVERGELYKING

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

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

26. TOELAE VIR BESERING OP DIENS

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

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

27. DIENSSERTIFIKAAT

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

28. JAARLIKSE SLUITING

(1) Behoudens subklousules (2) en (3) van hierdie klousule, moet elke werkgewer wat die bedryfsinrigting of 'n afdeling daarvan jaarliks ooreenkomstig die bepalings van hierdie

the provisions of this clause shall apply to the Council at least nine months in advance of the intended shut-down of the establishment or department thereof, as the case may be, and shall have first obtained the consent of the Council before implementing these provisions of the Agreement.

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

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

(4) Where an annual shut-down is to be observed, the establishment (or department, as the case may be) shall be closed for such unbroken period as will enable employees who have qualified for paid leave in terms of clause 2 (3) of Section 1 of Part II or clause 1 (3) of Section 2 of Part II or clause 3 (3) of Section 1 of Part III of the Agreement to take their full paid leave extended by any days that must be added in terms of the said clauses and the period of the closure shall, as near as practicable, fall between the same dates in each 12-month period: Provided that in the case of Boxing Day the employer may elect to pay the employee at his ordinary hourly rate for such day as if Boxing Day fell within the period Monday to Friday, inclusive, in lieu of extending the period of the paid leave by an extra day for Boxing Day as provided for in this subclause.

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

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

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

"Maintenance work" referred to herein means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery.

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

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

(9) Where an employer who observes an annual shut-down in terms of this clause terminates the employment of an employee and the proportionate period of paid leave accrued to the employee at the date of termination would extend from that date into the annual shut-down, and the employer re-engages the same employee within one month after the re-opening of the establishment, the employee shall be entitled to

klausule wil sluit, minstens nege maande voor die voorgenome sluiting van die bedryfsinrigting of 'n afdeling daarvan, na gelang van die geval, by die Raad aansoek doen om toestemming en eers sodanige toestemming van die Raad verkry voordat hy uitvoering aan hierdie bepalings van die Ooreenkoms gee.

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

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

(4) Waar die werkgever hom aan 'n jaarlikse sluiting hou, moet die bedryfsinrigting (of 'n afdeling daarvan, na gelang van die geval) gesluit word vir dié ononderbroke tydperk wat die werknemers wat in aanmerking kom vir verlof met besoldiging ingevolge klausule 2 (3) van Seksie 1 van Deel II of klausule 1 (3) van Seksie 2 van Deel II of klausule 3 (3) van Seksie 1 van Deel III van die Ooreenkoms in staat sal stel om hul volle verlof, met besoldiging, plus dié dae wat ingevolge genoemde klousules bygevoeg moet word, te neem en die tydperk van die sluiting moet, sover doenlik, in elke tydperk van 12 maande binne dieselfde datums val: Met dien verstande dat die werkgever in die geval van Gesinsdag kan verkies om die werknemer sy gewone uurloon vir so 'n dag te betaal asof Gesinsdag binne die tydperk Maandag tot en met Vrydag val, in plaas van die tydperk van verlof met besoldiging te verleng deur 'n ekstra dag by te voeg vir Gesinsdag soos in hierdie subklausule bepaal.

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

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

(6) Niks hierin vervat, mag die uitwerking hê dat dit 'n werkgever belet om van die dienste van werknemers vir noodsaaklike werk gedurende die tydperk van die sluiting gebruik te maak nie: Met dien verstande dat die name van die werknemers wie se dienste vir noodsaaklike werk (uitgesonderd onderhoudswerk soos hierin omskryf) vereis word en die redes daarvoor minstens een maand voordat die werknemers se dienste vereis word, aan die Raad bekendgemaak word: Voorts met dien verstande dat alle sodanige werknemers wie se dienste gedurende die sluitingstydperk behou word, hul verlof met besoldiging toegestaan moet word ooreenkomstig die res van die bepalings van die Ooreenkoms wat op verlof met besoldiging betrekking het.

"Onderhoudswerk", soos hierin bedoel, beteken en word beperk tot dringende onderhouds- of herstelwerk in verband met 'n werkgever se eie installasie en/of masjinerie.

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

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

(9) Waar 'n werkgever wat sy bedryfsinrigting ooreenkomstig hierdie klousule jaarliks sluit 'n werknemer se diens beëindig en die eweredige tydperk van verlof met besoldiging wat aan die werknemer op die datum van diensbeëindiging toeval vanaf daardie datum tot in die jaarlikse sluitingstyd van die bedryfsinrigting strek en die werkgever dieselfde werknemer binne 'n maand na die heropening van die bedryfsinrigting weer in diens neem, is die werknemer geregtig op besoldiging soos voorgeskryf in klausule 13 (1) van hierdie Deel van die

payment as provided for in clause 13 (1) of this Part of the Agreement in respect of the public holidays referred to in that subclause which fell within that period of the paid leave accrued to the employee at date of termination that would have extended into the period of the annual shut-down, and the employer shall, upon his re-engaging the employee after the re-opening of the establishment, make such payment to the employee if it has not already been made.

29. TECHNOLOGICAL CHANGES

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

30. ESTABLISHMENT OF A TRUST FUND ADVANCES FUND

Any voucher issued to an employee in terms of clause 2 (5) of Section 1 of Part II and clause 3 (5) of Section 1 of Part III of this Agreement shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall, on the expiration of such period, accrue to the Council. Amounts so accruing to the Council shall be credited to a fund designated the "Trust Fund Advances Fund" from which the Council in its absolute discretion may—

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

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

Provided that—

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

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

31. WORKING PARTNERS

All working partners and/or employers in the Industry shall observe the hours of work prescribed for employees in this Agreement.

PART II

SPECIAL PROVISIONS APPLICABLE TO EMPLOYERS IN RESPECT OF ESTABLISHMENTS WHICH ARE REGISTERED BY THE COUNCIL UNDER THIS PART IN TERMS OF CLAUSE 4 OF PART I

SECTION 1

1. ALLOWANCES

(1) *Travelling or subsistence allowances.*—(a) Where work is done away from the employer's establishment or the employee's usual working place necessitating travelling, the

Ooreenkoms ten opsigte van die openbare vakansiedae in daardie subklousule bedoel wat geval het binne daardie tydperk van verlof met besoldiging wat aan die werknemer toeval op die datum van diensbeëindiging wat tot in die jaarlikse sluitingstyd sou gestrek het, en die werkgewer moet, wanneer hy die werknemer na die heropening van die bedryfsinrigting weer in diens neem, sodanige betaling aan die werknemer doen indien dit nie reeds gedoen is nie.

29. TEGNOLOGIESE VERANDERING

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

30. STIGTING VAN 'N TRUSTFONDS-VOORSKOTFONDS

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

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

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

Met dien verstande dat—

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

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

31. WERKENDE VENNOTE

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

DEEL II

SPESIALE BEPALINGS VAN TOEPASSING OP WERKGEWERS TEN OPSIGTE VAN BEDRYFSINRIGTINGS WAT INGEVOLGE KLOUSULE 4 VAN DEEL I DEUR DIE RAAD ONDER HIERDIE DEEL GEREGISTREER IS

SEKSIE 1

1. TOELAES

(1) *Reis- of verblyftoelaes.*—(a) Waar werk op 'n ander plek as die werkgewer se bedryfsinrigting of die werknemer se gewone werkplek verrig word en die werknemer daardeur

employee sent to do such work shall be provided with second-class rail accommodation (except over suburban lines, when the accommodation shall be first-class) or suitable transport to and from the job: Provided that third-class rail accommodation may be provided in the case of employees whose work is scheduled in Part II of this Agreement at Rates E to I inclusive: Provided further that this paragraph shall not apply to employees, the nature of whose work requires the possession of a wireman's licence in terms of Act 20 of 1939 unless the distance from the employer's place of business to the job is more than 8 km.

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

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

(d) Where an employee 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 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—

- (i) Rates A, AA or B: R6,50;
- (ii) Rates C, D, DD or DDD: R6;
- (iii) Rates E to I: R2,20.

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.

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

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

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

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

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

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

(ab) at the completion of one month of employment or the completion of the job, whichever is the sooner, refund to an employee presenting himself for employment in terms of subparagraph (i) (aa), the cost of rail accommodation for the journey undertaken on the basis set out in subclause (1) (a) of this clause;

(ii) in the event of an employer failing to give notification in terms of subparagraph (i) (aa) but nevertheless re-employing the employee within a period of one month at a different place, the employee shall be entitled to the refund set out in subclause (1) (b).

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

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

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

(d) Waar 'n werknemer vanweë sy diens nie op sy gewone werkplek werk nie en sy werkgever 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 werkgever 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 gelys is onder—

- (i) Lone A, AA of B: R6,50;
- (ii) Lone C, D, DD of DDD: R6;
- (iii) Lone E tot I: R2,20.

Die huisvesting wat op die terrein verskaf word, moet 'n bed en 'n matras insluit. Waar die werkgever 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.

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

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

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

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

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

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

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

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

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

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

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

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

2. LEAVE PAY

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

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

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

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

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

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

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

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

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

(4) *Hoogtetoelae*.—Wanneer 'n werknemer (uitgesonderd 'n werknemer wat uitdruklik vir sodanige werk in diens geneem is) werk verrig op skepe en/of drywende vaartuie op 'n hoogte van meer as 6 m bokant die vlak van die boonste dek, afgesien daarvan of sodanige skepe of vaartuie op die water dryf of in 'n droogdok is, en/of sodanige werk aan die buitekant van bestaande geboue en/of strukture verrig bokant 'n onversperde val van 6 m, wat die gebruik van 'n hangsteier, bootsmanstoel of dakskuifler vereis, is hy, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van 8 persent van sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy sodanige werk verrig.

2. VERLOF BESOLDIGING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The employer shall, at the time of making the payment referred to in paragraph (a) and in clauses 3 and 4 of this section, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(5) When the employment of an employee terminates before he becomes entitled to paid leave in terms of subclause (3) he shall be credited, according to whether the establishment works a six-day week or a five-day week, with the proportionate number of shifts worked. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts which count towards the paid leave and immediately forward to the Secretary of the Council the money equivalent of the leave pay to which the employee is so entitled, computed at the hourly rate of the employee at that time or as provided for in subclause (2), whichever is applicable, less any deduction compelled by law for income tax.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. ADDITIONAL LEAVE PAY

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

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

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

(2) Whenever the employer and employee come to the arrangement provided for in subclause (1) (ii) and the 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 clause 2 (3) of this Section and clause 1 (3) of Section 2 unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time: Provided that the employer shall in any case enable the employee to take the accumulated leave in the period before the next qualifies for paid leave; and if the employee fails to take the accumulated leave within such periods his title thereto shall cease.

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

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

4. LEAVE BONUS

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

(6) Behoudens andersluidende bepaling 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—

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

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

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

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

3. ADDISIONELE VERLOFBESOLDIGING

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

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

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

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

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

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

4. VERLOFBONUS

(1) Waar 'n werknemer op wie hierdie subklousule van toepassing is na die datum van inwerkingtreding van hierdie Ooreenkoms vir sy verlof met besoldiging kwalifiseer en dit neem, moet hy terselfdertyd 'n verlofbonus betaal word, bereken volgens die getal agtereenvolgende verlofsiklusse wat op die datum van kwalifikasie vir sy verlof met besoldiging by dieselfde werkgewer voltooi is, of 'n bedrag in verhouding tot die tydperk vanaf die datum van indiensneming in die

date of engagement in the case of an employee qualifying for his first paid leave in the service of an employer, in accordance with the schedule hereunder:

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
Where the employee's scheduled rate does not exceed 70c per hour and employees employed on watchman's work.....	R	R	R	R
Where the employee's scheduled rate exceeds 70c per hour but does not exceed 104,5c per hour.....	35	41	46	52
Where the employee's scheduled rate exceeds 104,5c per hour but does not exceed 126,5c per hour.....	49	58	67	76
Where the employee's scheduled rate exceeds 126,5c per hour but does not exceed 138c per hour.....	106	120	135	150
Where the employee's scheduled rate exceeds 138c per hour but does not exceed 164,5c per hour.....	123	140	156	173
Where the employee's scheduled rate exceeds 164,5c per hour.....	175	199	223	247
Where the employee's scheduled rate exceeds 164,5c per hour.....	193	220	247	275

(2) The provisions of subclause (1) shall not apply to apprentices and/or employees employed on vehicle driving (external transport—vehicle driven on public roads) who at the same time as they are paid their leave pay shall be paid leave bonus as follows:

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

	R
First-year leave qualification.....	88
Second-year leave qualification.....	107
Third-year leave qualification.....	124
Fourth-year leave qualification.....	143
Fifth-year leave qualification.....	193

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

Driver of vehicles authorised to carry a pay-load of—	R
up to and including 907 kg.....	64
over 907 kg and up to 2 722 kg.....	78
over 2 722 kg and up to 4 536 kg.....	90
over 4 536 kg.....	143

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

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

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

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

geval van 'n werknemer wat vir sy eerste verlof met besoldiging in 'n werkgewer se diens kwalifiseer, ooreenkomstig die volgende tabel:

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of latere verlofsiklus
Waar die werknemer se gelyste loon hoogstens 70c per uur is en werknemers in diens as wagte.....	R	R	R	R
Waar die werknemer se gelyste loon meer as 70c per uur maar hoogstens 104,5c per uur is.....	35	41	46	52
Waar die werknemer se gelyste loon meer as 104,5c per uur maar hoogstens 126,5c per uur is.....	49	58	67	76
Waar die werknemer se gelyste loon meer as 126,5c per uur maar hoogstens 138c per uur is.....	106	120	135	150
Waar die werknemer se gelyste loon meer as 138c per uur maar hoogstens 164,5c per uur is.....	123	140	156	173
Waar die werknemer se gelyste loon meer as 164,5c per uur is.....	175	199	223	247
Waar die werknemer se gelyste loon meer as 164,5c per uur is.....	193	220	247	275

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

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

	R
Verlofkwalifisering vir die eerste jaar.....	88
Verlofkwalifisering vir die tweede jaar.....	107
Verlofkwalifisering vir die derde jaar.....	124
Verlofkwalifisering vir die vierde jaar.....	143
Verlofkwalifisering vir die vyfde jaar.....	193

(b) *Die dryf van voertuie (vervoer buite die bedryfsinrigting—voertuie wat op openbare paaie gedryf word)*.—Jaarlikse verlofbonus pro rata bereken volgens die verlofkwalifikasie voltooi na die datum waarop die werknemer laas vir sy verlof met besoldiging gekwalifiseer het of die datum van sy indiensneming, naamlik die jongste datum:

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

	R
tot en met 907 kg.....	64
meer as 907 en tot en met 2 722 kg.....	78
meer as 2 722 kg en tot en met 4 536 kg.....	90
meer as 4 536 kg.....	143

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

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

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

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

5. DISPOSAL OF LEAVE PAY AND LEAVE BONUS

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

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

6. RATIO OF JOURNEYMEN TO OTHER EMPLOYEES

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

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

7. INSURANCE OF TOOLS

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

8. THE METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND

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

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

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

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

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

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

5. BESIKKING OOR VERLOFBESOLDIGING EN VERLOFBONUS

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

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

6. GETALVERHOUDING VAN VAKMANNE TOT ANDER WERKNEMERS

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

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

7. VERSEKERING VAN GEREEDSKAP

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

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

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

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

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

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

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

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

9. SECURITY OF EMPLOYMENT

(1) *Basic objectives.*—(a) The basic objectives of this clause shall be—

(i) to further the protection of the rights of the employee from—

- (aa) reduction in basic conditions of employment;
- (ab) unfair dismissal from employment;
- (ac) discrimination in terms of re-engagement and promotion opportunities and procedures; and
- (ad) diminution of employment opportunities;

(ii) to further the protection of the employer's and management rights and procedures to—

- (aa) maintain discipline within the total labour force;
- (ab) retrench employees where economic conditions or other factors occasion such a step; and
- (ac) promote and recruit on merit;

(iii) to—

- (aa) provide equal employment opportunities for all groups of workers;
- (ab) ensure orderly change where change can take place;
- (ac) obviate friction between persons on the promotional and employment aspects;
- (ad) ensure consultation between employers and worker representatives regarding this clause; and
- (ae) establish training and retraining procedures; and

(iv) to provide the necessary machinery to achieve the objectives set out in subclause (1) (a) (i) to (iii).

(b) The provisions of this clause shall provide for the employment security of existing incumbents of jobs and their training and/or retraining and shall apply to such persons who are in the employment of the employer in the Industry on the date of coming into force of this Agreement.

(c) In addition to the provisions of subclause (1) (b), the provisions of this clause shall be applied to—

(i) persons who, whilst not currently employed in the Industry, have had not less than six months' experience in the Industry during the 12 months prior to the date of coming into force of the Agreement;

(ii) unemployed persons who, in terms of the Unemployment Insurance Act, 1966, have received unemployment benefits during the 12-month period prior to the coming into force of this Agreement and who qualified for such benefits as a result of employment in the Industry and who immediately prior to becoming unemployed were employed in the Industry;

(iii) persons seeking employment or being re-employed in the Industry after completion of a period of military service in terms of the Defence Act, 1957;

(iv) additional employees engaged after the coming into force of this clause to whom the provisions of subclauses 5, 6 and 7 shall *mutatis mutandis* apply after such engagement; and

(v) such other persons as the Council may determine from time to time.

(2) *Security of employment.*—(a) No employer shall terminate the employment of or promote an employee to a higher rated work category unless he has complied with and observes the provisions of this clause.

(b) Employers in the Industry shall provide employees with security of employment at conditions of employment not less favourable than their conditions relating to the particular work category concerned, at the date of coming into force of this clause and for the duration of this Agreement subject to the observance of—

(i) the normal requirements of disciplinary procedures; and

(ii) the retrenchment of employees due to shortage of work or other circumstances in the establishment, subject to subclause (3) hereof.

(3) *Retrenchment of employees.*—In the event of there being lay-offs and/or retrenchment of employees on account of shortage of work or other circumstances in the establishment, the employer shall, 14 days prior to the date of retrenchment, notify the Council in writing of—

(a) the number of employees to be retrenched;

(b) the effective date of the retrenchments;

9. WERKSEKURITEIT

(1) *Basiese oogmerke.*—(a) Die basiese oogmerke van hierdie klousule is—

(i) om die beskerming van die werknemer se regte teen—

- (aa) vermindering in basiese diensvoorwaardes;
- (ab) onregverdigde ontslag uit diens;
- (ac) diskriminasie by herindiensneming en bevorderingsgeleenthede en -prosedures; en
- (ad) vermindering van werkgeleenthede; te bevorder;

(ii) om die beskerming van die werkgewer en bestuur se regte en prosedures om—

- (aa) dissipline binne die hele werknemerskorps te handhaaf;
- (ab) werknemers te ontslaan wanneer ekonomiese toestande of ander faktore tot so 'n stap aanleiding gee; en
- (ac) volgens verdienste te bevorder en te werf;

te bevorder;

(iii) om—

- (aa) gelyke werkgeleenthede vir alle groepe werkers te bied;
- (ab) ordelike verandering te verseker waar verandering kan plaasvind;
- (ac) wrywing tussen persone te voorkom wat bevordering en indiensneming betref;
- (ad) oorlegpleging tussen werkgewer- en werknemerverteenwoordigers in verband met hierdie klousule te verseker; en

(ae) opleidings- en heropleidingsprosedures vas te stel; en

(iv) om die nodige masjinerie te verskaf ter verwesentliking van die oogmerke uiteengesit in subklousule (1) (a) (i) tot (iii).

(b) Die bepalinge van hierdie klousule maak voorsiening vir die werksekuriteit van bestaande posbekleërs en hul opleiding en/of heropleiding en is van toepassing op sodanige persone as wat op die datum van inwerkingtreding van hierdie Ooreenkoms in diens van die werkgewer in die Nywerheid is.

(c) Benewens subklousule (1) (b), is hierdie klousule van toepassing op—

(i) persone wat, hoewel hulle nie tans in die Nywerheid in diens is nie, minstens ses maande ondervinding in die Nywerheid gehad het gedurende die 12 maande voor die datum van inwerkingtreding van die Ooreenkoms;

(ii) werklose persone wat kragtens die Werkloosheidsversekeringwet, 1966, werkloosheidsvoordele ontvang het gedurende die tydperk van 12 maande voor die inwerkingtreding van hierdie Ooreenkoms en wat vir sulke voordele gekwalifiseer het op grond van diens in die Nywerheid en wat in die Nywerheid in diens was onmiddellik voordat hulle werkloos geword het;

(iii) persone wat werk soek of wat weer in diens geneem word in die Nywerheid na voltooiing van 'n tydperk van militêre diens kragtens die Verdedigingswet, 1957;

(iv) bykomende werknemers wat in diens geneem is na die inwerkingtreding van hierdie klousule, op wie subklousules 5, 6 en 7 *mutatis mutandis* van toepassing is na sodanige indiensneming; en

(v) sodanige ander persone as wat die Raad van tyd tot tyd mag bepaal.

(2) *Werksekuriteit.*—(a) Geen werkgewer mag 'n werknemer se diens beëindig of hom bevorder tot 'n klas werk waarvoor 'n hoër loon betaal word nie, tensy hy aan die bepalinge van hierdie klousule voldoen het en dit nakom.

(b) Werkgewers in die Nywerheid moet werksekuriteit aan werknemers bied teen diensvoorwaardes wat nie minder gunstig is nie as hul voorwaardes met betrekking tot die betrokke werkkategorie, op die datum van inwerkingtreding van hierdie klousule en vir die duur van hierdie Ooreenkoms, behoudens nakoming van—

(i) die normale vereistes van dissiplinêre prosedures; en

(ii) die ontslag van werknemers as gevolg van 'n tekort aan werk of ander omstandighede in die bedryfsinrigting, behoudens subklousule (3) hiervan.

(3) *Ontslag van werknemers.*—In die geval van diensopskortings of die ontslag van werknemers as gevolg van 'n tekort aan werk of ander omstandighede in die bedryfsinrigting moet die werkgewer die Raad 14 dae voor die datum van ontslag skriftelik in kennis stel van—

(a) die getal werknemers wat ontslaan gaan word;

(b) die effektiewe datum van ontslag;

(c) the occupational categories scheduled in the Agreement of the employees to be retrenched; and

(d) the basis of identifying employees to be retrenched.

(4) *Re-employment of retrenched employees.*—Where an employer has retrenched employees he shall, if he subsequently engages additional employees, as far as is practicable give preference to the re-engagement of those employees who were retrenched from his establishment and thereafter to other employees who have been retrenched in the Industry who are qualified and available to undertake the categories of work required by the employer.

(5) *Promotion, training and/or retraining.*—(a) Where promotion opportunities occur within the establishment of an employer, the employer shall specify the requirements of candidates for promotion in terms of—

- (i) educational or other qualifications;
- (ii) training and/or retraining; and
- (iii) experience and/or related experience.

The employer shall, on request, furnish this information to the Council. The employer shall be free, subject to the provisions of subclause (6) hereof, to promote any employee/s on the basis of merit from those of his employees who meet the requirements specified for the job.

(b) The employer in offering training and retraining facilities shall ensure that this shall be done on an orderly basis, and the person selected for training and/or retraining shall be placed in a job category immediately above that in which he is currently employed, subject to the provisions of clause 14 of Part I of the Agreement: Provided that if there are vacancies in a higher category of work he may be promoted and trained or retrained in such higher category provided the persons employed in intermediate categories have been consulted and are unwilling to accept such training and/or retraining.

(c) If an employee is offered training and/or retraining facilities in the field of his employment by his employer and refuses them, the provisions of this subclause shall be deemed not to apply to the employee concerned.

(d) Employers shall at all times ensure an orderly promotional progression of employees into the higher rated categories of work.

(e) Training and retraining shall include in-plant training in the establishment, institutional training in organisations or arrangements approved by the Council.

(f) Employers shall monthly submit to the Council details of all persons employed in terms of this subclause in such form as the Council may determine.

(6) *Joint consultation.*—In order to facilitate the implementation of the provisions contained in this clause, joint consultative machinery shall be established which shall operate at the level of the employer's establishment, department or section thereof, as may be determined by the employer. There shall be representative/s of the employer; representative/s of the affected trade unions party to the Agreement (either through their shop steward/s or accredited representative/s of the trade union/s concerned) and of the employee/s concerned and representatives of those employees embraced in the works and/or co-ordinating works committees and/or liaison and/or co-ordinating liaison committees relating to the establishment, department or section thereof, whether or not established in terms of the Black Labour Relations Regulation Act, 1953. The size, composition and procedures of the joint consultative machinery shall be determined according to the requirements of the parties thereto, but the size shall at all times, unless otherwise agreed, ensure equal participation of the employer and all the other interests referred to above.

(7) *Administration.*—(a) In the event of a disagreement arising relating to the application and/or interpretation of the provisions of this clause, the aggrieved party/parties shall, within 14 days of the disagreement arising, be entitled to refer the matter to the Council. The Council shall forthwith, but not later than within 30 days, cause an investigation to be made into the facts, and if in its view there has been a breach of the objects of this clause, shall call upon the offending party/parties within such period to remedy the breach.

(b) Any decision of the Council served on the party/parties shall be final and binding and the said parties shall comply therewith. In the event of the Council and/or a delegated committee failing to determine the matter constituting the disagreement within 30 days of receipt, or of such extended period as the Council shall determine, either of the aggrieved parties may invoke arbitration and the award of

(c) die beroepskategorieë, soos in die Ooreenkoms gelys, van die werknemers wat ontslaan gaan word;

(d) die grondslag vir die identifisering van werknemers wat ontslaan gaan word.

(4) *Herindiensneming van ontslane werknemers.*—Wanneer 'n werkgever werknemers ontslaan het, moet hy, indien hy later bykomende werknemers in diens neem, sover prakties moontlik voorkeur gee aan die herindiensneming van daardie werknemers wat uit sy bedryfsinrigting ontslaan is en daarna aan ander werknemers wat in die Nywerheid ontslaan is en wat gekwalifiseerd en beskikbaar is om die werkkategorieë te onderneem wat die werkgever verlang.

(5) *Bevordering, opleiding en/of heropleiding.*—(a) Wanneer bevorderingsgeleenthede binne die bedryfsinrigting van 'n werkgever ontstaan, moet die werkgever die vereistes van die kandidaat vir bevordering stel wat betref—

- (i) opvoedkundige of ander kwalifikasies;
- (ii) opleiding en/of heropleiding; en
- (iii) ondervinding en/of verwante ondervinding.

Die werkgever moet hierdie inligting op versoek aan die Raad verstrek. Behoudens subklousule (6) hiervan, staan dit die werkgever vry om enige werknemer(s) uit die geledere van sy werknemers wat voldoen aan die vereistes wat vir die werk gestel is, op die grondslag van verdienste te bevorder.

(b) Wanneer die werkgever opleidings- of heropleidings-fasiliteite aanbied, moet hy toesien dat dit op 'n ordelike grondslag gedoen word en die persoon wat vir die opleiding en/of heropleiding gekies word, moet geplaas word in 'n werkkategorie onmiddellik bo dié waarin hy op daardie tydstep in diens is, behoudens klousule 14 van Deel I van dié Ooreenkoms: Met dien verstande dat indien daar vakatures in 'n hoër werkkategorie is, hy bevorder en opgelei of heropgelei kan word in sodanige hoër kategorie mits die persone wat in intermediêre kategorieë in diens is, geraadpleeg is en onwillig is om sodanige opleiding en/of heropleiding te aanvaar.

(c) Indien 'n werknemer opleidings- en/of heropleidings-fasiliteite op die gebied van sy werk by sy werkgever aangebied word en hy dit van die hand wys, word hierdie subklousule geag nie op die betrokke werknemer van toepassing te wees nie.

(d) Werkgevers moet te alle tye die ordelike bevorderingsvordering van werknemers tot die werkkategorieë met hoër loontariewe verseker.

(e) Opleiding en heropleiding sluit in opleiding binne die bedryf in die bedryfsinrigting, inrigtingsopleiding en organisasies of reëlings wat deur die Raad goedgekeur is.

(f) Werkgevers moet maandeliks besonderhede aan die Raad verstrek van alle persone wat kragtens hierdie subklousule in diens is, in dié vorm wat die Raad bepaal.

(6) *Gesamentlike oorlegpleging.*—Om die toepassing van hierdie klousule te vergemaklik, moet masjinerie vir gesamentlike oorlegpleging ingestel word, en dit moet funksioneer op die vlak van die werkgever se bedryfsinrigting, afdeling of seksie daarvan, soos die werkgever bepaal. Daar moet verteenwoordiger(s) van die werkgever wees, asook verteenwoordiger(s) van die betrokke vakverenigings wat partye by die Ooreenkoms is [deur hul werkwinkelverteenvoordiger(s) of geakkrediteerde verteenwoordiger(s) van die betrokke vakvereniging(s)] en van die betrokke werknemer(s) en verteenwoordigers van dié werknemers wat lede is van die werke- en/of koördinerende werkkomitees en/of skakel- en/of koördinerende skakelkomitees met betrekking tot die bedryfsinrigting, afdeling of seksie daarvan, hetsy dit kragtens die Wet op die Reëling van Swart Arbeidsverhoudinge, 1953, ingestel is of nie. Die grootte, samestelling en prosedure van die masjinerie vir gesmanetlike oorlegpleging moet bepaal word volgens die vereistes van die partye daarby, maar die grootte moet te alle tye, tensy anders ooreengekom, gelyke deelname verseker van die werkgever en al die ander belange hierbo genoem.

(7) *Administrasie.*—(a) In geval onenigheid ontstaan oor die toepassing en/of vertolking van hierdie klousule, het die veronregte party(e) die reg om die saak binne 14 dae nadat die onenigheid ontstaan het, te verwys na die Raad. Die Raad moet onverwyld, maar binne hoogstens 30 dae, ondersoek laat instel na die feite, en as daar na sy mening 'n skending van die oogmerke van hierdie klousule was, 'n beroep op die skuldige party(e) doen om die skending binne sodanige tydperk reg te stel.

(b) Enige beslissing van die Raad wat aan die party(e) beteken word, is finaal en bindend en genoemde party(e) moet daaraan voldoen. Ingeval die Raad en/of 'n gedelegeerde komitee nie daarin slaag om die saak wat die onenigheid uitmaak, te skik binne 30 dae na ontvangs of sodanige verlengde tydperk as wat die raad bepaal nie, kan enige van die veronregte partye hom beroep op arbitrasie, en die uitspraak

the arbitrator/s appointed shall be final and binding and shall be observed by the parties. Arbitration shall be within the terms and provisions of the Council's Constitution: Provided that nothing therein contained shall preclude the Council from appointing a person or persons who shall act as standing arbitrators for the time being for the purposes of this clause.

(c) For the purpose of dealing expeditiously with the matters contained in this clause, the Council is hereby empowered to establish committee/s composed of employer and employee representatives and to delegate such specific powers as are deemed necessary to such committee/s. Such committee/s shall dispose of all matters referred to it/them within 30 days unless it/they agree to an extension, when the provisions of subclause 7 (b) shall *mutatis mutandis* apply.

(8) *Funding of and methods of training.*—(a) The parties shall establish a joint training and retraining scheme which shall be financed from levies imposed by an industrial agreement for the purpose of training and retraining persons to whom this clause applies. The Council shall prescribe the registration provisions relating to any joint training and retraining scheme and its administration; the relevant information which may be called for in regard thereto, including the rendition of returns in such form as may be required and the training and retraining standards to be set; the issue of certificates respecting such work categories as it determines and any other matters having relevance thereto, whether or not such training and retraining is conducted on an in-plant or other basis. The industrial council is authorised to delegate the administration of the financial aspects of any such training and retraining scheme to an existing body performing allied tasks in the training field relative to the group of industries encompassed in this Agreement.

(b) Notwithstanding the provisions of this subclause, the Iron, Steel, Engineering and Metallurgical Industries Education and Training Fund Agreement published under Government Notice R. 2000, dated 24 October 1975, shall apply in respect of those classes of employees to which it relates.

(9) *Employment placement services.*—The Council shall provide employment placement services for persons referred to in subclause (1) (c) hereof.

Employers shall give preference to the employment of persons who have completed military service and who apply to the Council within three months of such completion of service and to such other persons who are available in the work category in which a vacancy exists in the employer's establishment.

(10) *Prohibition.*—In the event of an employer failing to comply with this clause, or engaging in employment practices detrimental to the conduct of good employer/employee relations, the Executive Committee of the Council shall in its absolute discretion require the employer to effect an immediate restoration to the position obtaining in his establishment immediately prior to the date of coming into force of this Agreement or such other subsequent date as the Executive Committee may determine.

SECTION 2

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR SPECIFIED IN THIS SECTION

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

1. LEAVE PAY

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

(2) Leave payment of employees employed in incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the leave becoming

van die arbiter(s) wat aangestel is, is finaal en bindend en moet deur die partye nagekom word. Arbitrasie moet ooreenkomstig die bepalings van die Raad se Konstitusie geskied: Met dien verstande dat geen bepaling daarvan die Raad mag verhinder om vir die toepassing van hierdie klousule, 'n persoon of persone aan te stel om dan as vaste arbiter(s) op te tree nie.

(c) Ten einde die sake in hierdie klousule vervat spoedig af te handel, word die Raad hierby gemagtig om komitee(s) in te stel bestaande uit werkgewer- en werknemersverteenvoorders en om sodanige spesifieke bevoegdhede as wat nodig geag word aan sodanige komitee(s) te deleger. Sodanige komitee(s) moet alle sake wat na hom/hulle verwys word, binne 30 dae afhandel, tensy hy/hulle oor 'n verlenging ooreenkom, in welke geval subklousule (7) (b) *mutatis mutandis* van toepassing is.

(8) *Finansiering en metodes van opleiding.*—(a) Die partye moet 'n gesamentlike opleiding- en heropleidingskema instel wat gefinansier moet word uit heffings wat deur die nywerheids-ooreenkoms opgelê word met die doel om persone op wie hierdie klousule van toepassing is, op te lei en her op te lei. Die Raad moet die volgende voorskryf: Die registrasiebepalings met betrekking tot enige gesamentlike opleiding- en heropleidingskema en die administrasie daarvan; die toepaslike inligting wat in verband daarmee verlang mag word, met inbegrip van die indiening van opgawes in dié vorm wat verlang mag word, en die standaarde van opleiding en heropleiding wat gestel word; die uitreiking van sertifikate ten opsigte van daardie werkkategorieë wat hy bepaal, en enige ander aangeleenthede wat daarmee in verband staan, hetsy sodanige opleiding en heropleiding binne die nywerheid of op 'n ander grondslag geskied al dan nie. Die nywerheidsraad word gemagtig om die administrasie van die finansiële aspekte van enige sodanige opleiding- en heropleidingskema te deleger aan 'n bestaande liggaam wat verwante take verrig op die gebied van opleiding met betrekking tot die groep nywerhede wat by hierdie Ooreenkoms ingesluit word.

(b) Ondanks hierdie subklousule is die Opvoedkundige en Opleidingsfondsooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, gepubliseer by Goewermentskenning R. 2000 van 24 Oktober 1975, van toepassing ten opsigte van daardie klasse werknemers op wie dit betrekking het.

(9) *Indiensplasingdienste.*—Die Raad moet indiensplasingdienste verskaf vir persone in subklousule (1) (c) hiervan bedoel.

Werkgewers moet voorkeur gee aan die indiensneming van persone wat militêre diens voltooi het en wat by die Raad aansoek doen binne drie maande na voltooiing van sodanige diens, en aan sodanige ander persone as wat beskikbaar is in die werkkategorie waarin daar in die werkgewer se bedryfsinrigting 'n vakature bestaan.

(10) *Verbod.*—Ingeval 'n werkgewer versuim om aan hierdie klousule te voldoen of indiensnemingspraktyke volg wat nadelig is vir die handhawing van goeie werkgewer/werknemer-verhoudings, moet die Uitvoerende Komitee van die Raad na sy volstrekte goeddunke van die werkgewer vereis om 'n onmiddellike herstel te bewerkstellig vir die posisie wat in sy bedryfsinrigting gegeld het onmiddellik voor die datum van inwerkingtreding van hierdie Ooreenkoms of sodanige ander latere datum as wat die Uitvoerende Komitee mag bepaal.

SEKSIE 2

SPESIALE BEPALINGS BETREFFENDE SEKERE KLASSE ARBEID WAT IN HIERDIE SEKSIE GESPESEFISEER WORD

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

1. VERLOFBESOLDIGING

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

(2) Die verlofbesoldiging van werknemers wat aansporingsbonuswerk verrig, moet bereken word teen die gemiddelde wekelijkse verdienste, uitgesonderd oortydverdienste, oor die laaste drie maande wat hulle werklik aansporingsbonuswerk verrig het voordat die verlof verskuldig geword het, of oor

due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

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

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

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

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

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

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

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

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

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

(e) The leave shall be granted by the employer so as to commence within a period of four months of due date: Provided that if an employee has agreed thereto, in writing,

die getal weke wat hulle werklik gewerk het gedurende die tydperk wat hulle aansporingsbonuswerk verrig het, naamlik die kortste tydperk.

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

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

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

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

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

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

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

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

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

(e) Die werkgever moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het: Met dien verstande dat, as 'n werknemer skriftelik daartoe ingestem het voordat

before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

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

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

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

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

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

2. CERTIFICATE OF SERVICE

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

SECTION 3

WAGES AND/OR EARNINGS.

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

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

Class of work	Amount per hour
Rate A.....	18
Rate AA—	
employees in their first six months of continuous service on the above date.....	16
employees in their second six months of continuous service on the above date.....	16
employees with more than 12 months of continuous service on the above date.....	16
Rate B.....	14
Rate C.....	13
Rate D.....	13
Rate DD.....	13
Rate DDD.....	13
Rate E.....	13*
Rate F.....	12*
Rate G.....	12*
Rates H and I.....	11*

genoemde tydperk van vier maande verstryk het, sy werkgever sodanige verlof aan hom kan toestaan met ingang van 'n datum hoogstens twee maande na die verstryking van genoemde tydperk van vier maande.

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

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

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

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

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

2. DIENSSERTIFIKAAT

'n Werkgever moet, wanneer 'n werknemer hom by diensbeëindiging daarom versoek, sodanige werknemer voorsien van 'n dienssertifikaat waarop die volle name van die werkgever en die werknemer, die aard van die diens, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging op die datum van sodanige beëindiging voorkom: Met dien verstande dat, waar die loon van 'n werknemer in hierdie Ooreenkoms volgens die duur van sy diens bepaal word, dit vir die werknemer verpligtend is om, wanneer hy van werk verander, 'n dienssertifikaat aan sy nuwe werkgever voor te lê ten einde geregtig te word op dié loon wat vir die duur van sy diens voorgeskryf word.

SEKSIE 3

LONE EN/OF VERDIENSTE

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

(2) Elke werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in die 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 in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus die volgende addisionele bedrae vir sy klas werk:

Klas werk	Bedrag per uur
Loon A.....	18
Loon AA—	
werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum.....	16
werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum.....	16
werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum.....	16
Loon B.....	14
Loon C.....	13
Loon D.....	13
Loon DD.....	13
Loon DDD.....	13
Loon E.....	13*
Loon F.....	12*
Lone G.....	12*
Lone H en I.....	11*

Vehicle driving:**Internal transport** (i.e. not driven on public roads)

- (a) Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 500 kg. 12*
- (b) Vehicles which would, if driven on public roads, require a heavy vehicle driving licence: Gross mass of vehicle over 3 500 kg and up to 13 600 kg. 13*
- (c) Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence: Gross mass of vehicle over 13 600 kg. 13*

External transport

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

- up to and including 1 000 kg. 12*
- over 1 000 kg. 13*

Per week

Watchman's word. R4,95

*The amount of the guaranteed personal minimum increase for employees whose scheduled wage is Rate E, F, G, H or I or the monetary equivalent thereof and watchmen includes provision wholly or partially for a five per cent contribution which the affected employees will be required to pay to the Metal Industries Group Pension Fund [as published under Government Notice R. 423 of 25 March 1977 in Part IIB of the Electrical Industry (Natal) Pension Funds Agreement], by way of deductions from their pensionable emoluments on the following basis:

Scheduled rate	(A) Guaranteed minimum increase	(B) Guaranteed minimum increase to employee	(C) As contribu- tion to Group Pen- sion Fund
	Cents per hr	Cents per hr	Cents per hr
E.....	13	8	5
F.....	12	8	4
G.....	12	8	4
H.....	11	7½	3½
I.....	11	7½	3½

Affected employees (including those in receipt of a wage rate which is specified as a monetary amount in the Agreement) who do not qualify for membership of the Metal Industries Group Life and Provident Fund [as published under Government Notice R. 423 of 25 March 1977 in Part IIA of the Electrical Industry (Natal) Pension Funds Agreement], and who are already contributing to a pension fund an amount equal to or in excess of 5 per cent of their pensionable earnings shall be entitled to the guaranteed minimum increase shown in Column B. Where no such pension contribution is made by the employees, they shall be entitled to the guaranteed minimum increase prescribed in Column A.

The employer may deduct from the employee's pensionable emoluments the contribution in terms of the Metal Industries Group Pension Fund [as published under Government Notice R. 423 of 25 March 1977 in Part IIB of the Electrical Industry (Natal) Pension Funds Agreement].

Provided that—

(i) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amounts specified in this clause for his class of work has been awarded on the date of coming into operation of this Agreement and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

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

(3) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer or to purchase any goods or hire any

Voertuie dryf:

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

- (a) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 500 kg. 12*
- (b) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig meer as 3 500 kg en tot en met 13 600 kg. 13*
- (c) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 13 600 kg. 13*

Buitevervoer

Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag tot en met die volgende perke te vervoer—

- tot 1 000 kg. 12*
- meer as 1 000 kg. 13*

Per week

Werk van 'n wag. R4,95

*Die bedrag van die gewaarborgde persoonlike minimum verhoging vir werknemers wie se voorgeskrewe loon Loon E, F, G, H of I of die geldelike ekwivalent daarvan is, en wagt sluit volle of gedeeltelike voorsiening in vir 'n bydrae van vyf persent wat die betrokke werknemers aan die Groeps pensioenfonds van die Metaalnywerhede [soos gepubliseer by Goewermentskennisgewing R. 423 van 25 Maart 1977 in Deel IIB van die Pensioenfondsooreenkoms vir die Elektrotegniese Nywerheid (Natal)] moet betaal by wyse van aftrekkings van hul pensioengewende besoldiging op die volgende grondslag:

Voorgeskrewe loon	(A) Gewaar- borgde minimum verhoging	(B) Gewaar- borgde minimum verhoging aan werk- nemer	(C) As bydrae tot Groep- pensioen- fonds
	Sent per uur	Sent per uur	Sent per uur
E.....	13	8	5
F.....	12	8	4
G.....	12	8	4
H.....	11	7½	3½
I.....	11	7½	3½

Betrokke werknemers (met inbegrip van diegene wat 'n loon verdien wat as 'n geldelike bedrag in die Ooreenkoms gespesifiseer word) wat nie vir lidmaatskap van die Groepslewe- en Voorsorgfonds van die Metaalnywerhede [soos gepubliseer by Goewermentskennisgewing R. 423 van 25 Maart 1977 in Deel IIA van die Pensioenfondsooreenkoms vir die Elektrotegniese Nywerheid (Natal)], kwalifiseer nie en wat reeds 'n bedrag gelyk aan of groter as 5 persent van hul pensioengewende verdienste tot 'n pensioenfonds bydra, is geregtig op die gewaarborgde minimum verhoging in kolom B aangedui. Waar die werknemer nie sodanige pensioenbydrae maak nie is hy geregtig op die gewaarborgde minimum verhoging in kolom A voorgeskryf.

Die werkgewer kan die bydrae van die werknemer se pensioengewende besoldiging aftrek ooreenkomstig die Groeps pensioenfonds van die Metaalnywerhede [soos gepubliseer by Goewermentskennisgewing R. 423 van 25 Maart 1977 in Deel IIB van die Pensioenfondsooreenkoms vir die Elektrotegniese Nywerheid (Natal)].

Met dien verstande dat—

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

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

(3) Van geen werknemer mag as deel van sy dienskontrak vereis word om kos of inwoning of albei van sy werkgewer aan te neem of om enige goedere van sy werkgewer te koop

property from his employer, but where an employee agrees to accept board or lodging or both from his employer, the employer may deduct not more than R1,50 per week when board and lodging are provided or not more than R1,10 per week for board only or 40c per week for lodging only: Provided that such lodging has been approved by the Council and the local authority concerned.

(4) No employee shall be employed on more than one occupation, scheduled in this Agreement, at different rates of pay in any one week, including any overtime worked at a higher-paid occupation, unless payment is made as if such employee had been employed for the whole of that week on the highest-paid occupation: Provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

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

SECTION 4

WAGE SCHEDULES

SCHEDULE A

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

- | | |
|---|-------------------|
| 1. Domestic appliance mechanic's work..... | } Rate A |
| 2. Electrician's work..... | |
| 3. Radio communications serviceman's work.... | |
| 4. Radio repairer's work..... | |
| 5. Refrigerator mechanic's work.....
(Commercial and Industrial)..... | |
| 6. Workshop assistant's work..... | Rate AA |
| 7. Installation of aerials on consumer's premises
First six months of experience..... | Rate D
Rate DD |
| 8. Installation of temporary public address systems, including wiring systems, but excluding final testing, under supervision of a Rate A employee..... | } Rate DD |
| 9. Mechanical and electrical installation of radios and similar equipment, excluding final testing..... | |
| 10. The following operations when performed in the workshops of an establishment in connection with the repair of heating and/or drying and/or personal care appliances of a load not exceeding five amperes except in the case of domestic heating appliances where the load does not exceed 15 amperes: | } Rate DDD |
| (a) Repair and/or replacement of heating elements on appliances..... | |
| (b) Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing..... | |
| (c) Repair and/or re-assembly of heating containers..... | |
| (d) Removing and/or replacing of motors not exceeding 750 watts at the direction of a Rate A employee, excluding final testing..... | |
| 11. Stripping and cleaning of appliances under supervision of a Rate A or AA employee.... | } Rate F |
| 12. Removal from and/or fitting into cabinets of assembled radiogram and/or radio chassis.... | |

of enige eiendom van hom te huur nie, maar indien 'n werknemer instem om kos of inwoning of albei van sy werkgever aan te neem, kan die werkgever hoogstens R1,50 per week aftrek wanneer kos en inwoning verskaf word of hoogstens R1,10 per week wanneer slegs kos verskaf word of 40c per week wanneer slegs inwoning verskaf word: Met dien verstande dat sodanige inwoning deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

(4) Geen werknemer mag in meer as een beroep wat in die Ooreenkoms gelys is in enige bepaalde week werksaam wees teen verskillende loonskale nie, met inbegrip van enige oortydwerk in 'n hoër besoldigde beroep, tensy betaling gedoen word asof sodanige werknemer daardie hele week in die hoogs besoldigde beroep werksaam was: Met dien verstande dat wanneer 'n laer besoldigde werknemer tydelik in die plek gestel word van 'n hoër besoldigde werknemer wat van sy werk afwesig is en nie elders in die bedryfsinrigting werk nie, sodanige plaasvervangende werknemer teen die hoër skaal betaal moet word maar slegs vir die tyd wat hy werklik werksaam was in die hoër besoldigde werk. Enige tydperk van altesaam minder as 'n halwe skof in 'n week waarin 'n werknemer as plaasvervanger werk, tel nie vir besoldiging teen die hoër skaal nie.

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

SEKSIE 4

LOONTABELLE

TABEL A

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

- | | |
|---|------------|
| 1. Werk van 'n werktuigkundige vir huishoudelike toestelle..... | } Loon A |
| 2. Werk van 'n elektrisiën..... | |
| 3. Werk van 'n radiokommunikasiediensman.... | |
| 4. Werk van 'n radiohersteller..... | |
| 5. Werk van 'n koelkaswerktuigkundige (Kommersieel en Industrieel)..... | |
| 6. Werk van 'n werkwinkelassistent..... | Loon AA |
| 7. Installering van antennes op gebruiker se perseel..... | Loon D |
| Eerste ses maande ondervinding..... | Loon DD |
| 8. Installering van tydelike openbare luidsprekerstelsels, met inbegrip van bedradingstelsels maar uitgesonderd finale toetsing, onder toesig van 'n Loon A-werknemer..... | } Loon DD |
| 9. Werktuigkundige en elektrotegniese installering van radio's en soortgelyke uitrusting, uitgesonderd finale toetsing..... | |
| 10. Die volgende werksaamhede, wanneer hulle verrig word in die werkwinkels van 'n bedryfsinrigting in verband met die herstel van verwarmings- en/of droogtoestelle en/of toestelle vir persoonsversorging met 'n las van hoogstens drie ampère, behalwe in die geval van huishoudelike verwarmingstoestelle met 'n las van hoogstens 15 ampère: | } Loon DDD |
| (a) Herstel en/of vervanging van verwarmingselemente aan toestelle..... | |
| (b) Herstel en/of vervanging van keramiek- of ander isoleerspasiërs en/of vormers wat gebruik word vir verwarmingselemente, insluitende die vasit daarvan..... | |
| (c) Herstel en/of hermontering van verwarmingselementhouers..... | |
| (d) Verwydering en/of vervanging van motore van hoogstens 750 watt op las van 'n Loon A-werknemer, uitgesonderd die finale toetsing..... | |
| 11. Uitmekaarhaal en skoonmaak van toestelle onder toesig van 'n Loon A- of Loon AA-werknemer..... | } Loon F |
| 12. Verwydering uit en/of aanbring in kabinette van gemonteerde gramradio en/of radiomonterplaat..... | |

- | | |
|---|----------|
| 13. Preparation of wire ends under supervision..... | } Rate G |
| 14. Buffing and/or polishing..... | |
| 15. Spraying of paint for protective purposes..... | |
| 16. Re-assembly of panels onto cabinets and/or other outer casings..... | |
| 17. Inserting batteries in portable radios, tape recorders, gramophones and/or personal care appliances, including plugging in the battery connections..... | } Rate I |
| 18. General labouring, including preparing surfaces for painting and/or soldering..... | |

For the purposes of this Schedule—

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

All testing equipment shall be provided by the employer.

SCHEDULE B

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

(A) General

- | | |
|--|------------|
| 1. Final testing..... | } Rate AA |
| 2. Installation and/or wiring and/or repairing and/or servicing of main alarm unit, alarm signalling devices, control equipment and any other specialised equipment involved (n.e.s.) (including leads from a plug point at normal mains voltage)..... | |
| 3. Indicating the actual wiring routes of the alarm system..... | |
| 4. Marking out all attached points for alarm components on areas to be protected..... | |
| 5. Supervising installation of all low voltage electrical wiring..... | |
| 6. Learner rates in respect of Rate AA: | |
| (a) Under 21 years of age— | |
| 16 years and over but not exceeding 18 years..... | Rate DDD |
| 18 years and over but not exceeding 19 years..... | Rate DD |
| 19 years and over but not exceeding 20 years..... | R1,48 p.h. |
| 20 years and over but not exceeding 21 years..... | Rate D |
| Thereafter..... | Rate AA |
| (b) 21 years of age and over— | |
| first four months' experience..... | R1,48 p.h. |
| second four months' experience..... | Rate D |
| third four months' experience..... | Rate C |
| fourth four months' experience..... | Rate B |
| Thereafter..... | Rate AA |

(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 a stand-by duty for one week at a time: Provided that the employee shall be given not less than one week's notice to that effect. At least one full week must elapse before an employee may be called upon to do stand-by duty again.

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

(3) Where an employee is called out on a service when on stand-by duty, he shall receive a minimum payment of R2 per call except when the call is on a Sunday or statutory holiday when he shall be paid R3 per call in addition to the allowance stated in paragraph (2).

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

SCHEDULE C

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

- | | |
|----------------------------|----------|
| 1. Journeyman's work..... | } Rate A |
| 2. Electrician's work..... | |
| 3. Armature winding..... | |
| 4. Cable jointing..... | |

- | | |
|--|----------|
| 13. Voorbereiding van draadpunte onder toesig..... | } Loon G |
| 14. Afskuur- en/of poleerwerk..... | |
| 15. Spuit van verf vir beskermingsdoeleindes..... | |
| 16. Hermontering van panele op kabinette en/of ander uiterlike omhulsels..... | |
| 17. Batterie insit in draagbare radio's, bandopnemers, grammofoon en/of toestelle vir persoonsoversorging, met inbegrip van die inprop van batteryverbindings..... | } Loon I |
| 18. Algemene arbeiderswerk, met inbegrip van die voorbereiding van oppervlakke vir verf- en/of soldeerwerk..... | |

Vir die toepassing van hierdie tabel beteken—

“werk van werkwinkelassistent” roetienewerk in verband met die uitmekaarhaal van radio's en/of toestelle, vervanging van komponente wat uit voorraad geneem word en die aanbring van verstellings wat beperk is tot werk binne vooraf bepaalde perke, met inbegrip van aanneemtoetsing, wat in die werkwinkel onderneem word.

Alle toetsuitrusting moet deur die werkgewer verskaf word.

TABEL B

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

(A) Algemeen

- | | |
|---|------------|
| 1. Finale toetswerk..... | } Loon AA |
| 2. Installering en/of bedrading en/of herstel en/of versiening van hoofalarmeenheid, alarmsein-toestelle, kontrole-uitrusting en enige ander gespesialiseerde uitrusting daarby betrokke (n.e.v.) (met inbegrip van leidings vanaf stop-kontakte met gewone netspanning)..... | |
| 3. Die werklike bedradingsroetes van die alarmstelsel aandui..... | |
| 4. Uitmerk van alle aansluitpunte vir alarmstelselkomponente in gebiede wat beskerm moet word..... | |
| 5. Toesig hou oor die installering van alle elektriese bedrading met lae spanning..... | |
| 6. Leerlinglone ten opsigte van Loon AA: | |
| (a) Onder leeftyd van 21 jaar— | |
| 16 jaar en ouer maar nie ouer as 18 jaar nie..... | Loon DDD |
| 18 jaar en ouer maar nie ouer as 19 jaar nie..... | Loon DD |
| 19 jaar en ouer maar nie ouer as 20 jaar nie..... | R1,48 p.u. |
| 20 jaar en ouer maar nie ouer as 21 jaar nie..... | Loon D |
| Daarna..... | Loon AA |
| (b) Leeftyd van 21 jaar en ouer— | |
| eerste vier maande ondervinding..... | R1,48 p.u. |
| tweede vier maande ondervinding..... | Loon D |
| derde vier maande ondervinding..... | Loon C |
| vierde vier maande ondervinding..... | Loon B |
| Daarna..... | Loon AA |

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

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

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

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

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

TABEL C

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

- | | |
|---------------------------|----------|
| 1. Vaksmanwerk..... | } Loon A |
| 2. Elektriesienswerk..... | |
| 3. Ankerwikkeling..... | |
| 4. Kabellaskwerk..... | |

5. Electrical installation.....	Rate A	5. Elektrotegniese installeerwerk.....	Loon A
6. Electrical overhead line construction.....		6. Die aanleg van boggrondse elektriese lyne.....	
7. Electrical Communications Technician's work		7. Werk van 'n tegnikus in elektrotegniese kom-	
8. Telephone electrician's work, including tele- phone intercommunication systems installing		8. Werk van 'n telefoonelektrisiën, met inbegrip van die installing van telefooninterkom- munikasiestelsels.....	
9. X-Ray and electro-medical mechanic's work		9. Werk van 'n X-straal- en elektro-mediese werktuigkundige.....	
10. Electrical fitting.....	Rate AA	10. Elektromonteerwerk.....	Loon AA
11. Electrical maintenance work and/or installa- tion and/or repair work.....		11. Elektrotegniese onderhouds- en/of installeer- en/of herstelwerk.....	
12. Rotor and/or armature balancing work where the mass of the article being balanced exceeds 250 kg.....		12. Rotor- en/of ankerbalanseerwerk waar die massa van die artikel wat gebalanseer word meer as 250 kg is.....	
13. All operations (n.e.s.) in the assembling of transformers, other than yoke, above 1 000 kVA including wiring to predetermined points on or attached to the transformer (excluding fitting adjustments).....		13. 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 trans- formator (uitgesonderd pasverstellings).....	
14. High potential testing when performed by persons normally engaged in operative pro- cesses.....		14. Hoëpotensiaaltoetsing wanneer dit gedoen word deur persone wat gewoonlik bedryfs- werksaamhede verrig.....	
15. Winding disc and/or spiral and/or helical windings with two or more conductors in parallel, including loading and unloading by the same employee of self-locating mandrels and/or formers.....	Rate B	15. Skyf- en/of spiraal- en/of heliese wikkels wikkel met twee of meer geleiers in parallel- skakeling, met inbegrip van die laai en ontlaai van selfstand-vormspille en/of vormers deur dieselfde werknemer.....	Loon B
16. Cold sawing where the sawer marks direct from cutting list.....		16. Koudsaag waar die saer regstreeks van saag- lys afmerk.....	
17. Commutator undercutting (n.e.s.).....		17. Insnyding van kommutators (n.e.v.).....	
18. Wire drawing, including supervisory work and setting up on wire drawing machines.....		18. Draad trek, met inbegrip van toetsigwerk en draadtrekmasjiene opstel.....	
19. All operations (except preparation prior to winding, taping and bonding and compound filling) in the winding of armatures, rotors and stators using pre-formed coils (n.e.s.).....		19. Alle werksaamhede (uitgesonderd voorberei- ding voor wikkeling, bind en ombind en meng- selvulling) in die wikkeling van ankers, rotors en stators, met gebruikmaking van vooraf- gevormde spoele (n.e.v.).....	
20. Rotor and/or armature balancing work where the mass of the article being balanced does not exceed 250 kg.....	Rate C	20. Rotor- en/of ankerbalanseerwerk waar die massa van die artikel wat gebalanseer word, hoogstens 250 kg is.....	Loon C
21. All operations (n.e.s.) in the assembling of transformers, other than yoke, up to 1 000 kVA, including wiring to predetermined points on or attached to the transformer (excluding fitting adjustments).....		21. Alle werksaamhede (n.e.v.) in die montering van transformators, uitgesonderd 'n juk, van tot 1 000 kVA, met inbegrip van bedrading aan vooraf vasgestelde punte op of aan die transformator (uitgesonderd pasverstellings).....	
22. Connecting and/or sweating of leads and/or ends of transformers above 500 kVA (n.e.s.).....		22. Leidings en/of entverbindinge van transfor- mators van meer as 500 kVA verbind en/of aansweet (n.e.v.).....	
23. Final machining of slip rings on completed rotors (by means of special purpose machine)		23. Finale masjinerie van sleepringe aan vol- tooide rotors (deur middel van eendoelmaj- siën).....	
24. Setting of trips and/or steps on coil forming machines.....		24. Stel van meganismes en/of stuiters aan spoel- vormmasjiene.....	
25. Winding disc and/or spiral windings with single conductor, including loading and un- loading by the same employee of selflocating mandrels and/or formers.....	Rate D	25. Skyf- en/of spiraalwikkels wikkel met enkelgeleier, met inbegrip van die laai en ont- laai van selfstand-vormspille en/of vormers deur dieselfde werknemer.....	Loon D
26. All operations in the assembling (excluding sub-assembly, motor fielding and fitting) of motors and generators having a rotating core diameter exceeding 500 mm.....		26. Alle werksaamhede in die montering (uitge- sonderd submontering, veld- en paswerk aan motore) van motore en generators met 'n draaikerndiameter van meer as 500 mm.....	
27. All winding operations in repair work using pre-formed coils (excluding connecting up to line and/or testing) in the rewinding of stators and/or rotors not exceeding 75 kW (proba- tionary period, first six months—Rate DD)...		27. Alle wikkelsaamhede in herstelwerk, met gebruikmaking van voorafgevormde 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).....	
<i>Ratio:</i> Employees may only be employed on operation where the ratio of Rate A and Ap- prentice Armature Winders (taken together but subject to a maximum number of two fourth-year of fifth-year apprentices) is not less than four such employees for each Rate D or DD employee: Provided that where in an establishment there is a separately demarcated area set aside for an employee who is engaged solely on armature winding in respect of ma- chines rated at not more than 2 kW this ratio need not be observed.....		<i>Getalsverhouding:</i> Werknemers mag in diens geneem word slegs in 'n werksaamheid waar die getalsverhouding van Loon A- en vakleer- lingankerwikkelaars (saam gereken maar be- houdens 'n maksimum getal van twee vierde- of vyfdejaarsvakleerlinge) minstens vier soda- nige werknemers is vir elke Loon D- of Loon DD-werknemer: Met dien verstande dat waar daar in 'n bedryfsinrigting 'n afsonderlik afge- bakende gebied opsy gesit is vir 'n werknemer wat slegs ankerwikkeling verrig ten opsigte van masjiene aangeslaan teen hoogstens 2 kW, daar nie by hierdie getalsverhouding gehou hoef te word nie.....	
28. (a) Brazing of leads and/or located parts (b) *Marking off material (n.e.s.).....		28. (a) Sweissoldeer van leidings en/of onderdele op hulle plekke..... (b) *Materiaal afmerk (n.e.v.).....	
*"Marking off" means marking off material to given lengths for cutting off purposes only, using only length gauges and/or rule and/or tape measure and marking material.....		*"Afmerk" beteken materiaal afmerk vol- gens bepaalde lengtes slegs vir doeleindes van afsny, met gebruikmaking van slegs lengte- meters en/of liniaal en/of meetband en af- merk materiaal.....	

29. Marking out insulation material for transformers from drawings and/or schedules under instruction of a Rate A to D employee.....	Rate D	29. Afmerk van isoleermateriaal vir transformators vanaf tekeninge en/of skedules onder aanwysing van 'n Loon A- tot D-werknemer	Loon D
30. Setting of stops on guillotine for cutting insulation only.....		30. Stuiters aan guillotine stel slegs om isoleermiddels te sny.....	
31. Setting of stops on manually operated guillotine.....		31. Stuiters aan handguillotine stel.....	
32. Wrapping of high voltage paper bushings (foiled synthetic bonded) by machine.....		32. Toedraai van hoogspanningspapierbusse (sinteties met dunplaat saamgebond) met 'n masjien.....	
33. Cleaning of commutator slots prior to testing	Rate DD	33. Skoonmaak van kommutatorgleuwe voor toetsing.....	Loon DD
34. Commutator undercutting where the armature is located in a jig and the cutting tool is pre-set to stops and is moved by hand.....		34. Kommutatorinsnyding waar die anker in 'n setmaat is en die snywerktuig vooraf volgens stuiters gestel is en met die hand beweeg word	
35. Winding and/or connecting of stators and/or armatures for machines with a rating not exceeding 2 kW.....	Rate DDD	35. Wikkeling en/of aansluiting van stators en/of ankers vir masjiene met 'n aanslag van hoogstens 2 kW.....	Loon DDD
36. Field coil winding using insulate strip.....		36. Veldspoelwikkeling met gebruikmaking van geïsoleerde stroke.....	
37. Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or transformer leads and/or coils and/or conductors and/or tubes by hand.....		37. Stator- en/of rotor- en/of ankerspoele en/of veldspoele en/of transformatorleidings en/of spoele en/of geleiers en/of buise met die hand omwikkel en/of toedraai.....	
38. All operations in the assembling of AC induction motors (excluding fitting adjustments) having a rotating core diameter not exceeding 500 mm.....	Rate F	38. Alle werksaamhede (uitgesonderd pasverstellings) in die montering van WS-induksiemotore met 'n draaikerndiameter van hoogstens 500 mm.....	Loon F
39. Filing by hand of coil bars for rotors to go and no-go gauges.....		39. Met die hand spoelstawe vyl vir rotors volgens pas- en pasniemate.....	
40. Inserting bars in squirrel-cage rotors.....		40. Stawe in kourrotors insit.....	
41. Mounting of covers and/or fittings and/or terminals and/or pipe work, including straightening of studs where necessary and the use of jointing material.....		41. Deksls en/of toebehore en/of aansluiters en/of pypwerk monteër, met inbegrip van kontakknoppe reguit maak, waar nodig, en die gebruik van voegmateriaal.....	
42. Removing top yoke prior to assembling of coils under instruction of a Rate A to D employee.....		42. Verwydering van boonste juk voor montering van spoele onder aanwysing van 'n Loon A-tot D-werknemer.....	
43. Stacking and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges.....		43. Stapeling en/of ombanding en/of bevestiging van lamellerings en die plasing van klampe, met inbegrip van die gebruik van vaste meters	
44. (a) Stator and/or rotor and/or armature coil forming by hand using formers or by power-driven machine (excluding setting of trips).....		44. (a) Stator- en/of rotor- en/of ankerspoele met die hand vorm, met gebruikmaking van vormers, of met kragmasjiens (uitgesonderd die stel van meganismes).....	
(b) Yoke assembly.....	Rate G	(b) Jukke monteër.....	Loon G
45. Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant.....		45. Skoonmaak- en/of ontvetting- en/of suuren/of afspoel- en/of smeltbaddens en/of uitdroog- en/of olievluininstallasie versorg.....	
46. Checking core stacks using pre-set gauges.....		46. Nagaan van kernstapels, met gebruikmaking van voorafgestelde meters.....	
47. Cutting of non-metallic gaskets by hand.....		47. Met die hand nie-metaalpakstukke uitsny.....	
48. Cutting up insulating material to stops and/or templates by guillotine.....		48. Isoleermateriaal met 'n guillotine opsnij volgens stuiters en/of patrone.....	
49. Filing by hand of coil slots in rotors and/or stators and/or armatures to go and no-go gauges.....		49. Met die hand spoelgleuwe in rotors en/of stators en/of ankers vyl volgens pas- en pasniemate.....	
50. Forming insulations by machine.....		50. Isolering met masjiens vorm.....	
51. Forming of mica insulation plates and/or mica sheets.....		51. Mika-isoleerplate en/of mikablaaie vorm.....	
52. Making connector clips by hand in jigs.....		52. Verbindingsknip met die hand in setmate maak	
53. Making up of connection strips.....		53. Verbindingsstroke saamstel.....	
54. Manual straightening of conductors.....		54. Geleiers met die hand reguit maak.....	
55. Operating wire covering machine.....		55. Draadbedekkingsmasjiens bedien.....	
56. Packing and/or ironing of insulating material on to the armature to form a seat for the armature coils.....	Rate H	56. Pak en/of aanstryk van isoleermateriaal aan die anker om 'n bedding vir die ankerspoele te vorm.....	Loon H
57. Pressing winding insulation into moulds, including preparatory wrapping.....		57. Wikkelingisoleermateriaal in vorms druk, met inbegrip van voorbereidende toedraai.....	
58. Stripping of windings for repair of motors and generators.....		58. Wikkels afstroop vir herstelwerk aan motore en generators.....	
59. Winding and/or pulling of stator and/or rotor loops by hand and/or by power-driven machines (excluding setting up).....		59. Stator- en/of rotorlusse met die hand en/of kragmasjiene wikkels en/of trek (uitgesonderd die opstel daarvan).....	
60. Winding coils for motors using wire on formers and/or spools by machine including changing of self-locating mandrels and/or formers.....		60. Spoel vir motore wikkels, met gebruikmaking van draad op vormers en/of spoel, met 'n masjien, met inbegrip van die wisseling van selfstand-vormspille en/of vormers.....	
61. Cleaning and/or tinning conductors.....		61. Geleiers skoonmaak en/of vertin.....	
62. Compound filling.....		62. Mengselvulling.....	
63. Dismantling for repair of motors and generators of a rating not exceeding 2 kW.....		63. Demonerig van motore en generators met 'n aanslag van hoogstens 2 kW, vir herstelwerk	
64. Furnace loading and/or unloading and/or stoking and/or attending.....		64. Oonde laai en/of ontlai en/of stook en/of versorg.....	
65. Minding wire drawing machine.....		65. Draadtrekmasjiens oppas.....	
66. Packing in prepared crates of repaired articles for despatch and/or sale.....		66. Herstelde artikels vir versending en/of verkoop in voorbereide kratte verpak.....	
67. Stamping and/or affixing metal labels and/or nameplates.....		67. Metaaletikette en/of -naamplate stempel en/of vassit.....	
68. Varnishing machine attendant.....		68. Vernismasjiensversorger.....	
69. Waxing coils to ease insertion into slots.....		69. Spoel bewas ten einde plasing in gleuwe te vergemaklik.....	

70. General labouring, including assisting Rate A to D employees..... Rate I

VEHICLE DRIVING

Rate per
hour
(cents)

71. Internal Transport (i.e. not driven on public roads)
- (a) Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 493 kg..... 83
 - (b) Vehicles which would, if driven on public roads, require a heavy motor vehicle driving licence: Gross mass of vehicle over 3 493 kg and up to 13 608 kg..... 91
 - (c) Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence: Gross mass of vehicle over 13 608 kg..... 111
72. External Transport
- Driving of any other vehicle authorised to carry a pay-load of—
- up to and including 907 kg..... 86
 - over 907 kg and up to 2 722 kg..... 91
 - over 2 722 kg and up to 4 536 kg..... 119
 - over 4 536 kg and up to 6 350 kg..... 132
 - over 6 350 kg..... 135

For purposes of this paragraph—

- (a) "pay-load" means the net carrying or net load which a vehicle may carry or haul in terms of any motor carrier's certificate or certificate of exemption issued in respect of such vehicle by a local road transportation board in terms of the Motor Carrier Transportation Act, 1930, including any trailer while attached thereto, or in the absence of such stipulation in any such certificate, the load specified in a certificate issued by the Council;
 - (b) "vehicle" means a conveyance propelled by other than human or animal power and includes a tractor, when driven elsewhere than in the precincts of the establishment, but does not include mechanised internal transporters and/or stackers and/or handling equipment, whether or not requiring a licence, and/or motor-cars.
73. Pupil Engineers and/or approved students:
- (a) First year of pupilage..... Rate DD
 - (b) Second year of pupilage..... Rate D
 - (c) Thereafter..... Rate C
- Rate per
week
74. Watchman's work..... R31,95
- (a) The ordinary hours of work shall not exceed 12 hours per shift per day for a six-day week.
 - (b) In the event of a lesser number of hours being worked than prescribed in (a) above, the rate per week may be reduced pro rata.

SECTION 5

TABLE OF WAGE RATES

Rate classification	Rate per hour
	R
Rate A.....	2,50
Rate AA.....	1,97
After six months continuous employment with the same employer, inclusive of continuous employment on the date of coming into operation of this Agreement.....	2,02
After 12 months continuous employment with the same employer, inclusive of continuous employment on the date of coming into operation of this Agreement.....	2,10
Rate B.....	1,75
Rate C.....	1,70
Rate D.....	1,65
Rate DD.....	1,27
Rate DDD.....	1,05
Rate E.....	0,96
Rate F.....	0,83
Rate G.....	0,75
Rate H.....	0,70
Rate I.....	0,70

70. Algemene arbeid, met inbegrip van hulp aan Loon A- tot D-werknemers..... Loon I

VOERTUIG DRYF

Loon per
uur
(sent)

71. Binnevervoer (d.w.s. wat nie op openbare paaie gedryf word nie)
- (a) Voertuig wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 493 kg..... 83
 - (b) Voertuig wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 3 493 kg en tot en met 13 608 kg..... 91
 - (c) Voertuig wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 13 608 kg..... 111
72. Buitevervoer
- Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag te vervoer van—
- tot en met 907 kg..... 86
 - meer as 907 kg en tot en met 2 722 kg..... 91
 - meer as 2 722 kg en tot en met 4 536 kg..... 119
 - meer as 4 536 kg en tot en met 6 350 kg..... 132
 - meer as 6 350 kg..... 135

Vir die toepassing van hierdie paragraaf, beteken—

- (a) "loonvrag" die netto dravermoe of die netto vrag wat 'n voertuig mag dra of trek ooreenkomstig enige motortransportersertifikaat of vrystellingsertifikaat uitgereik ten opsigte van so 'n voertuig deur 'n plaaslike padvervoerraad ingevolge die Motortransportwet, 1930, met inbegrip van enige sleepwa wat daaraan vas is, of by gebrek aan so 'n bepaling in enige sodanige sertifikaat, die vrag gespesifiseer in 'n sertifikaat wat deur die Raad uitgereik is;
 - (b) "voertuig" enige vervoermiddel wat deur ander krag as menslike of dierlike krag voortbeweeg word, met inbegrip van 'n trekker, wanneer dit op enige ander plek uitgesonderd binne die grense van die bedryfsinrigting gedryf word, maar omvat dit nie interne gemeganiseerde vervoerders en/of opstapelaars en/of hanteeruitrusting afgesien daarvan of 'n lisensie daarvoor nodig is of nie, en/of motorkarre nie.
73. Leerlingingenieurs en/of goedgekeurde studente:
- (a) Eerste jaar leerlingenskap..... Loon DD
 - (b) Tweede jaar leerlingenskap..... Loon D
 - (c) Daarna..... Loon C
- Loon per
week
74. Werk van 'n wag..... R31,95
- (a) Die gewone werkure mag hoogstens 12 uur per skof per dag in 'n week van ses dae wees.
 - (b) Indien minder ure gewerk word as wat in (a) hierbo voorgeskryf word, kan die loon per week eweredig verminder word.

SEKSIE 5
LOONTABEL

Loonindeling	Loon per uur
	R
Loon A.....	2,50
Loon AA.....	1,97
Na ses maande ononderbroke diens by dieselfde werkgever, met inbegrip van ononderbroke diens op die datum van inwerkingtreding van hierdie Ooreenkoms	2,02
Na 12 maande ononderbroke diens by dieselfde werkgever, met inbegrip van ononderbroke diens op die datum van inwerkingtreding van hierdie Ooreenkoms.....	2,10
Loon B.....	1,75
Loon C.....	1,70
Loon D.....	1,65
Loon DD.....	1,27
Loon DDD.....	1,05
Loon E.....	0,96
Loon F.....	0,83
Loon G.....	0,75
Loon H.....	0,70
Loon I.....	0,70

PART III

SPECIAL CONDITIONS APPLICABLE TO EMPLOYERS IN RESPECT OF ESTABLISHMENTS WHICH ARE REGISTERED BY THE COUNCIL UNDER THIS PART IN TERMS OF CLAUSE 4 OF PART I

SECTION 1

1. DEFINITIONS

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

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

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

(a) Under the continuous supervision of a registered wireman after the installation has been set out by the registered wireman—

(i) the installation of conduit;

(ii) the installation and attachment to conduit of empty conduit accessories and trays;

(b) work defined under "labourer" in this clause;

"electrician" means an employee employed on electrical who 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;

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

(a) Bending of conduit with a bending machine;

(b) loading or unloading materials;

(c) chasing and cutting of walls and concrete floor for conduits; drilling concrete and brickwork;

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

(e) digging of holes and planting of poles;

(f) laying of cables under direct supervision of a registered wireman in trenches, ducts and racks;

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

(h) cleating, including the placing of wires in the cleats: Provided no tensioning is done;

(i) fitting of light electrical trunking up to medium voltage containing medium and low voltage circuits: Provided no wiring is done;

(j) operating a trenching machine;

(k) assisting an artisan, registered wireman and electrical conduit installer wherever necessary;

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

(a) The period of registration shall not exceed 12 months, except as provided for in paragraph (c) below;

(b) during the period of registration, the learner electrical conduit installer shall undertake a qualifying examination for a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939;

(c) the period of registration with the Industrial Council may be extended for one further period, not exceeding one year, subject to the approval of the Industrial Council;

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

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

DEEL III

SPESIALE VOORWAARDES VAN TOEPASSING OP WERKNEMERS TEN OPSIGTE VAN BEDRIJFSINRICHTINGS WAT INGEVOLGE KLOUSULE 4 VAN DEEL I DEUR DIE RAAD ONDER HIERDIE DEEL GEREГИSTREER IS

SEKSIE 1

1. WOORDOMSKRYWING

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

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

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

(a) Onder die voortdurende toesig van 'n geregistreerde draadwerker nadat die installasie deur dié persoon uitgelê is—

(i) die installering van leipype;

(ii) die installering en aanheg aan leipype van leë leipyp-toebehore en -bakke;

(b) werk soos onder "arbeider" in hierdie klousule omskryf;

"elektrisiën" beteken 'n werknemer wat elektriese werk verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of 'n leerkontrak wat deur die Raad erken word;

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

(a) Leipype met 'n buigmasjien buig;

(b) materiaal op- of aflaat;

(c) gleuwe en gate in mure en betonvloere maak vir leipype; beton- en baksteenwerk boor;

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

(e) gate grawe en pale inplant;

(f) onder regstreekse toesig van 'n geregistreerde draadwerker kables in sote, leidings en rakke lê;

(g) stroop van oortollige aanlegte en uitrusting in verband daarmee, waarvan toevoerkables verwyder is;

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

(i) bevestiging van ligte elektriese hooflynkables tot en met medium spanning en wat medium- en laespanningskringe bevat: Met dien verstande dat geen bedrading gedoen word nie;

(j) 'n loopgraafmasjien bedien;

(k) waar nodig, 'n ambagsman, geregistreerde draadwerker en installeerder van elektriese leipype help;

"leerlinginstalleerder van elektriese leipype" beteken 'n werknemer wat by die Nywerheidsraad geregistreer is met die doel om opleiding as 'n installeerder van elektriese leipype te ontvang en wat die houer is van 'n sertifikaat uitgereik ingevolge artikel 13 van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, en wat onder die voortdurende toesig van 'n geregistreerde draadwerker werk. Die volgende voorwaardes is van toepassing:

(a) Die registrasietydperk moet hoogstens 12 maande wees, uitgesonderd soos in paragraaf (c) hieronder bepaal;

(b) gedurende die tydperk van registrasie moet die leerlinginstalleerder van elektriese leipype 'n kwalifiserende eksamen aflê vir 'n registrasiesertifikaat wat uitgereik word ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939;

(c) onderworpe aan die goedkeuring van die Nywerheidsraad kan die registrasietydperk by die Nywerheidsraad vir een verdere tydperk van hoogstens een jaar verleng word;

"geregistreerde draadwerker" beteken 'n draadwerker wat ingevolge artikel 11 (2) (a) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, geregistreer is;

"spesialisambagsman" beteken 'n ambagsman wat uitsluitlik die werk verrig van 'n ankerwikkelaar, 'n werktuigkundige vir huishoudelike toestelle, 'n koelkaswerktuigkundige of 'n huishoudelike radiodienstman.

2. ALLOWANCES

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

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

(c) An employer shall pay any employee entitled to transport allowance as provided for in paragraph (b) at the same time as he is paid his normal remuneration.

(d) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of transport as contemplated by paragraph (b) in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, then such employee shall be paid for every hour travelled outside the ordinary working hours in compliance with such requirement at 50 per cent of his hourly wage.

(e) (i) Where an employee can reasonably be said to be unable to return to his home daily, he shall be entitled to sub-urban railway fare or second-class main line railway fare to and from the place of work at the beginning and termination of such work, respectively. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned or 75 per cent of his hourly wage for every hour spent in travelling outside the ordinary working hours. Bedding and normal meals on main-line trains, when required, shall be to the account of the employer.

(ii) Where suitable accommodation is available in proximity to the place of work, this shall be to the employer's account and where such accommodation is not available, employees for whom wages are prescribed under Rate A in Section 2 of this Part, trainees and apprentices shall be paid an allowance of R5 in respect of every night they spend away from home. In the case of all other employees the amount of R5 shall be reduced to R2,50.

(f) Where an employee can reasonably be said to be able to proceed to his home at the week-end and return by the ordinary starting time on Monday, or Tuesday if Monday is a public holiday as defined in clause 13 of Part I of this Agreement, he shall be entitled to second-class return rail fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employee shall not be entitled to any remuneration in respect of the time spent in travelling during such week-ends.

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

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

2. TOELAES

(1) *Reis- of verblyftoelae.*—(a) Wanneer 'n werkplek geleë is buite 'n straal van 10 km vanaf die werkgewer se eie besigheidsplek waar die werknemer hom gewoonlik moet aanmeld, maar in 'n gebied waar hierdie Ooreenkoms van toepassing is en daar redelikerwyse van die werknemer verwag kan word om elke dag na sy woonplek terug te keer, en hy dit wel doen, moet die tyd wat deur 'n werknemer in beslag geneem word om heen en weer na die werkplek te ry, een rigting in sy eie tyd wees en die ander rigting tydens die gewone werkure voorgeskryf in klousule 5 van Deel I van hierdie Ooreenkoms: Met dien verstande dat die tyd wat gedurende daardie dag bestee word deur tussen werkplekke te reis in die werkgewer se tyd moet wees.

(b) 'n Werkgewer is daarop geregtig om geskikte vervoer in albei rigtings te verskaf of om vir vervoer ten opsigte van genoemde afstand te betaal teen tariewe wat van tyd tot tyd deur die Raad vasgestel word. Die Raad moet die tariewe in Januarie en Julie van elke jaar bepaal en sodanige tariewe tree op die eerste Vrydag na 15 Januarie en 15 Julie van elke jaar in werking.

(c) 'n Werkgewer moet 'n werknemer wat geregtig is op vervoertoelae soos in paragraaf (b) bepaal, op dieselfde tyd-stip betaal as dié waarop sy gewone besoldiging betaal word.

(d) Waar daar redelikerwyse van 'n werknemer verwag kan word om elke dag na sy woonplek terug te keer maar waar hy verhinder word om die vervoer soos in paragraaf (b) bedoel, te gebruik omdat daar van hom vereis word om hom by sy werkgewer se besigheidsplek aan te meld voordat hy na sy werkplek vertrek en/of nadat hy van die dag se werk terugkeer, moet sodanige werknemer vir elke uur reistyd buite die gewone werkure, wat die gevolg van die nakoming van sodanige vereiste is, teen 50 persent van sy uurloon betaal word.

(e) (i) Waar daar nie redelikerwyse van 'n werknemer verwag kan word om daaglik na sy woonplek terug te keer nie, is hy geregtig op voorstedelike reisgeld of tweedeklas-hooflynreisgeld per spoor na en van die werkplek, onderskeidelik aan die begin en beëindiging van sodanige werk. Vir reistyd gedurende die gewone werkure moet daar betaal word teen die uurloon van die betrokke werknemer of 75 persent van sy uurloon vir elke uur wat hy buite die gewone werkure aan reistyd bestee. Wanneer 'n bed of gewone maaltye op hooflynreine nodig is, moet dit vir rekening van die werkgewer wees.

(ii) Waar geskikte huisvesting naby die werkplek beskikbaar is, moet dit vir rekening van die werkgewer wees, en waar sodanige huisvesting nie beskikbaar is nie, moet werknemers vir wie lone onder Loon A in Seksie 2 van hierdie Deel voorgeskryf word, kwekelinge en vakleerlinge 'n toelae van R5 ten opsigte van elke nag weg van die huis betaal word. In die geval van alle ander werknemers moet die bedrag van R5 na R2,50 verminder word.

(f) Waar daar redelikerwyse van 'n werknemer verwag kan word om gedurende die naweek na sy woonplek terug te keer en teen die gewone aanvangstyd op Maandag, of Dinsdag indien Maandag 'n openbare vakansiedag is soos omskryf in klousule 13 van Deel I van hierdie Ooreenkoms, weer by sy werk terug te wees, is hy geregtig op die koste van 'n spoorwegreitoerkaartjie (tweedeklas) gedurende sodanige naweek, maar geen bedrag word in plaas van sodanige reisgeld betaal indien die reis nie onderneem word nie. 'n Werknemer is nie op enige besoldiging ten opsigte van reistyd gedurende sodanige naweek geregtig nie.

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

(3) *Hoogtetoelae.*—Wanneer 'n werknemer, uitgesonderd 'n werknemer wat uitdruklik vir sulke werk in diens geneem is, werk aan die buitekant van bestaande geboue en/of strukture verrig bokant 'n onversperde val van 6 m wat die gebruik van 'n hangsteier of 'n bootsmanstoel vereis, is hy, benewens enige ander besoldiging waarop hy kragtens hierdie Ooreenkoms geregtig is, geregtig op 'n bedrag van 8 persent van sy basiese uurloon vir elke uur of gedeelte van 'n uur wat hy sodanige werk verrig.

3. LEAVE PAY

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall be computed at the hourly rate as defined in this Agreement which the employee is receiving at the date of qualification for his paid leave: Provided that in the event of an employee's occupational category being changed during the qualifying period for leave then payments shall be calculated at the hourly rate the employee received prior to the change in occupation.

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

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

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

(i) except as is otherwise provided for in proviso (ii), employment with the same employer for less than 70 shifts on a six-day week basis or 60 shifts on a five-day week basis, as the case may be, shall not count for the paid leave.

[An employee whose employment is terminated and who is aggrieved by the application to him of the provisions of proviso (i) may appeal to the Council against the decision applied to him and the Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case; where an employee's employment is terminated due to circumstances beyond his control then the qualifying shifts of 25 on a five-day week basis, or 30 shifts on a six-day week basis, as the case may be, shall count for paid leave.];

Provided that where an employee's service is broken in terms of this proviso and he resumes work for the same employer he shall, if he does not work for another employer in the interim, be credited for the purpose of the paid leave with the total number of shifts worked for such employer;

(ii) when, in the case of employees employed in marine work and/or turnaround work, the employment is terminated by the employee, employment with the same employer for less than 70 shifts on a six-day week basis or 60 shifts on a five-day week basis, as the case may be, shall not count for the paid leave, but where the employment is terminated by the employer all shifts worked or allowed in terms of proviso (iii) hereof shall count for the paid leave;

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

(iv) if notification of such absence is given by the employer in writing to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four

3. VERLOFBESOLDIGING

(1) Behalwe in die geval van werknemers wat aansporingsbonuswerk verrig, moet verlofbesoldiging waarvoor hierdie klousule voorsiening maak, bereken word teen die uurloon soos in hierdie Ooreenkoms omskryf wat die werknemer ontvang op die datum wanneer hy vir sy verlof met besoldiging kwalifiseer: Met dien verstande dat waar 'n werknemer se beroepskategorie verander gedurende die tydperk wat hy vir verlof kwalifiseer die besoldiging bereken moet word teen die uurloon, wat die werknemer voor die beroepsverandering ontvang het.

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

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

(a) Die kwalifikasie vir die verlof met besoldiging (afgesien daarvan of die werknemer vir een of meer werkgewers gewerk het) is 288 skofte, oortydwerk uitgesonderd, werklik gewerk op 'n grondslag van ses werkdae per week, of 238 skofte, oortydwerk uitgesonderd, werklik gewerk op 'n grondslag van vyf werkdae per week: Met dien verstande dat—

(i) behoudens andersluidende bepalings in voorbehoudsbepaling (ii), diens by dieselfde werkgewer vir minder as 70 skofte op 'n grondslag van ses werkdae per week of 60 skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, nie vir verlof met besoldiging tel nie.

['n Werknemer wie se diens beëindig word of wat veronreg voel deur die toepassing op hom van voorbehoudsbepaling (i), kan by die Raad teen die besluit appèl aanteken, en die Raad kan, ná oorweging van die redes wat vir sodanige besluit voorgelê word, dié besluit bekrachtig of sodanige ander besluit neem as wat na sy mening in dié geval geneem behoort te gewees het; waar 'n werknemer se diens beëindig word weens omstandighede buite sy beheer, moet die kwalifiserende skofte van 25 op 'n grondslag van vyf werkdae per week of 30 skofte op 'n grondslag van ses werkdae per week, na gelang van die geval, vir verlof met besoldiging tel.];

Met dien verstande dat waar 'n werknemer se diens ingevolge hierdie voorbehoudsbepaling onderbreek word en hy sy werk by dieselfde werkgewer hervat, hy vir die doel van die verlof met besoldiging gekrediteer moet word met die totale getal skofte wat hy vir dié werkgewer gewerk het, mits hy nie intussen vir 'n ander werkgewer gewerk het nie;

(ii) wanneer 'n werknemer wat skeepswerk en/of omkeerwerk verrig sy diens beëindig, diens by dieselfde werkgewer vir minder as 70 skofte op 'n grondslag van ses werkdae per week of 60 skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, nie vir verlof met besoldiging tel nie, maar waar die diens deur die werkgewer beëindig word, moet alle skofte gewerk en toegelaat ingevolge voorbehoudsbepaling (iii) hiervan vir verlof met besoldiging tel;

(iii) tydperke van afwesigheid weens siekte wat hoogstens 52 skofte op 'n grondslag van ses werkdae per week of 43 skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, beloop in 'n bepaalde kwalifiserende tydperk vir verlof met besoldiging, vir verlof met besoldiging tel: Met dien verstande dat 'n werkgewer daarop geregtig is om 'n mediese sertifikaat as bewys van die rede vir sy afwesigheid van die werknemer te eis. Tydperke van afwesigheid weens 'n ongeval wat uit 'n werknemer se diens ontstaan en in die loop daarvan plaasvind, tel vir verlof-doeleindes as sodanige ongeval erken is as 'n ongeval binne die bestek van die Ongevallewet, 1941, en die tydperke van afwesigheid wat vir doeleindes van verlof met besoldiging tel, is die tydperke van arbeidsongeskiktheid wat ooreenkomstig genoemde Wet erken word;

(iv) mits die werkgewer die Raad binne sewe dae na sodanige afwesigheid skriftelik van sodanige afwesigheid in kennis stel, 'n werknemer wat van sy werk af wegbly sonder 'n grondige rede wat vir sy werkgewer aanneemlik is, ten opsigte van elke skof wat hy gedurende sodanige afwesigheid nie gewerk het nie, vyf skofte op 'n grondslag van ses werkdae per week of vier en een sesde skofte op 'n grondslag van vyf werkdae per week, na gelang van die geval, wat hy ter kwalifisering vir sy verlof met besoldiging

and one-sixth shifts on a five-day week basis, as the case may be, worked towards his paid leave qualification, with a maximum penalty in any one qualifying period for the paid leave of 60 shifts on a six-day week basis or 50 shifts on a five-day week basis, as the case may be.

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

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

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

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

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

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

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

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

(b) The employer shall, at the time of making payment referred to in paragraph (a) and in clauses 4 and 5 of this Section, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(5) (a) When the employment of an employee terminates before he becomes entitled to paid leave in terms of subclause (3) he shall, according to whether the establishment works a six-day week or a five-day week, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes.

The employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Council the money equivalent of the leave bonus to which the employee is so entitled, computed as provided for in subclause (1) or subclause (2), whichever is applicable, less any deduction compelled by law for income tax.

(b) Drivers, labourers and watchmen shall be paid the money equivalent of the pro rata leave pay on termination of employment.

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

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

(b) shifts which would normally have been worked during periods of absence on the additional week's paid leave or accumulation thereof in terms of clause 4 (1) of this Section.

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

4. ADDITIONAL PAID LEAVE

(1) Subject to subclause (3) an employee qualifying after the date of coming into operation of this Agreement for his fifth or subsequent consecutive paid leave deriving from continuous employment with the same employer as provided for in terms of clause 3 (3) of this Section shall at that date and each year thereafter, whilst in the employ of the same employer, be

gewerk het, moet verbeur met 'n maksimum verbeuring in een kwalifiserende tydperk vir verlof met besoldiging van 60 skofte op 'n grondslag van ses werkdag per week of 50 skofte op 'n grondslag van vyf werkdag per week, na gelang van die geval.

(b) Die verlof moet vier naweke insluit en uit een ononderbroke tydperk bestaan.

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

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

(e) 'n Werknemer moet binne 'n maand ná die datum waarop hy daarop geregtig word, aansoek om die verlof doen.

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

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

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

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

(b) Die werkgever moet, wanneer hy die werknemer betaal soos in paragraaf (a) en in klousules 4 en 5 van hierdie Seksie bedoel, aan die Raad 'n verlofbesoldigings- en bonus-kwitansie stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening bevat as kwitansie vir die besoldiging.

(5) (a) Wanneer 'n werknemer se diens eindig voordat hy op verlof met besoldiging ingevolge subklousule (3) geregtig geword het, moet aan hom, na gelang die bedryfsinrigting ses of vyf dae per week werk, 'n bewysstuk verskaf word wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en waarin die getal skofte wat vir verlofdoeleindes tel, uiteengesit word.

Die werknemer moet die bewysstuk ontvang op die tyd-
stip wanneer hy uit die werkgever se diens tree, en die werk-
gever moet onmiddellik aan die Sekretaris van die Raad die
geldekwivalent stuur van die verlof waarop die werknemer
aldus geregtig is, bereken soos in subklousule (1) of subklou-
sule (2) voorgeskryf, naamlik die een wat van toepassing is,
min alle aftrekkings wat regtens vir inkomstebelasting ver-
pligtend is.

(b) Drywers, arbeiders en wagte moet by diensbeëindiging die geldekwivalent van die pro rata-verlofbesoldiging betaal word.

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

(a) hoogstens vier maande van 'n bepaalde ononderbroke tydperk van militêre diens wat die werknemer ingevolge die Verdedigingswet, 1957, ondergaan;

(b) skofte wat gewoonlik gewerk sou gewees het gedurende tydperke wat werknemers afwesig is omdat die addisionele week se verlof met besoldiging of 'n ophoping daarvan ingevolge klousule 4 (1) van hierdie Seksie aan hulle toegeestaan is.

(7) Die Raad kan ten bate van werknemers wat die Nywerheid verlaat wederkerige reëlins met 'n ander nywerheid tref vir die uitruiling van verlofbewysstukke.

4. ADDISIONELE VERLOF MET BESOLDIGING

(1) Behoudens subklousule (3), is 'n werknemer wat ná die datum van inwerkingtreding van hierdie Ooreenkoms vir sy vyfde of daaropvolgende agtereenvolgende verlof met besoldiging kwalifiseer uit hoofde van sy ononderbroke diens by dieselfde werkgever soos in klousule 3 (3) van hierdie Seksie bepaal, op daardie datum en elke jaar daarna terwyl hy in die diens van dieselfde werkgever is, geregtig op 'n ekstra week verlof met besoldiging soos wat dit die werkgever pas,

entitled to an extra week's paid leave at the employer's convenience or to the equivalent value thereof: Provided that by mutual arrangement between the employer and the employee—

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

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

(2) Whenever the employer and the employee come to the arrangement provided for in subclause (1) (ii) and the employee has qualified for three such extra weeks' paid leave (hereinafter referred to as the "accumulated paid leave"), the employer shall grant and the employee shall take the accumulated paid leave when he is given and takes the paid leave provided for in clause 3 (3) of this Section unless, as may be, the employer and the employee agree to the accumulated paid leave being taken at a different time: Provided that the employer shall in any case enable the employee to take the accumulated paid leave in the period before he next qualifies for paid leave, and if the employee fails to take the accumulated paid leave within such period, his title thereto shall cease.

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

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

(5) The provisions of this clause shall not apply to an apprentice and/or trainee regardless of his period of service with the same employer.

5. LEAVE BONUS

For the purposes of this clause—

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

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

	First leave cycle	Second leave cycle	Third leave cycle	Fourth leave cycle	Fifth or more leave cycles
Registered wireman, specialist artisan and artisan.....	R 140	R 140	R 180	R 200	R 200
Labourer.....	35	40	45	50	50
Driver.....	25	30	35	40	40
Rates D and DDD....	50	50	75	90	90
Learner electrical conduit installer.....	42	—	—	—	—
Electrical conduit installer.....	57	77	77	99	110

of op die ekwivalente waarde daarvan: Met dien verstande dat die werkgewer en die werknemer onderling kan ooreenkom dat—

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

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

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

(3) Wanneer 'n werknemer wat vir sy vyfde verlof met besoldiging ooreenkomstig subklousule (1) kwalifiseer slegs 'n gedeelte van die kwalifiserende tydperk van die eerste verlof met besoldiging by die betrokke werkgewer in dien was, is hy geregtig op 'n gedeelte van die ekstra week verlof met besoldiging of die ekwivalente waarde daarvan, in verhouding tot die verlofkwalifikasie wat hy ten opsigte van die eerste verlof met besoldiging by daardie werkgewer voltooi het. By kwalifisering vir latere agtereenvolgende verlof met besoldiging, is subklousules (1) en (2) *mutatis mutandis* van toepassing.

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

(5) Hierdie klousule is nie van toepassing op 'n vakleerling en/of kwekeling nie, ongeag sy dienstydsperk by dieselfde werkgewer.

5. VERLOFBONUS

Vir die toepassing van hierdie klousule beteken—

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

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

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde verlofsiklus	Vyfde of latere verlofsiklus
Geregistreerde draadwerker, spesialisambagsman en ambagsman.....	R 140	R 140	R 180	R 200	R 200
Arbeider.....	35	40	45	50	50
Drywer.....	25	30	35	40	40
Loon D en DDD.....	50	50	75	90	90
Leerlinginstalleerder van elektriese leipype	42	—	—	—	—
Installeerder van elektriese leipype.....	57	77	77	99	110

(2) Notwithstanding the provisions of subclause (1), an artisan who at the date of commencement of this Agreement was in receipt of a leave bonus higher than that prescribed in the said subclause (1) shall, whilst he remains in the employ of the same employer, continue to receive such higher bonus: Provided that this subclause shall only be applicable to an artisan who can satisfy his employer that—

(i) he has registered with the Electrical Wiremen's Registration Board established in terms of section 2 of the Electrical Wiremen and Contractors Act, 1939, to sit for the Board's examination for wiremen, or

(ii) he is the holder of a provisional certificate issued in terms of section 13 (1) of the Electrical Wiremen and Contractors Act, 1939, or

(iii) he has presented himself for the said examination on the first possible date specified by the Board.

(3) *Apprentices*.—The provisions of subclause (1) shall not apply to apprentices who at the same time as they are paid their leave pay shall be paid a leave bonus as follows:

A leave bonus calculated at date of qualification for the paid leave in first, second, third, fourth and fifth years of apprenticeship:

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

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

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

(b) Drivers and labourers shall be paid the money equivalent of the pro rata leave bonus on termination of employment.

6. DISPOSAL OF LEAVE PAY AND LEAVE BONUS

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

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

7. SERVICE BONUS

(1) Every registered wireman, specialist artisan and electrician shall be paid a service bonus of R150 after every year of service with the same employer whenever he qualifies for leave in terms of clause 3 (3) of this Section and such bonus shall be paid at the same time as his leave pay is paid.

(2) All electrical conduit installers for whom wages are prescribed in clause 1 (3) (a) of Section 3 shall, under the same conditions, be paid 55 per cent of the service bonus prescribed in subclause (1).

(3) All electrical conduit installers for whom wages are prescribed in clause 1 (3) (b) of Section 3 shall, under the same conditions, be paid 75 per cent of the service bonus prescribed in subclause (2).

(4) If an employee referred to in subclauses (1), (2) and (3) leaves an employer or his employment is terminated by his employer after having served nine months or more of that year with that same employer he may appeal to the Council for a pro rata share of his service bonus to be paid to him by the employer. In such case it shall be entirely at the discretion of the Council whether or not the employee be paid his pro rata service bonus.

(2) Ondanks subklousule (1), moet 'n ambagsman wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër verlofbonus ontvang het as wat in genoemde subklousule (1) voorgeskryf word, terwyl hy in die diens van dieselfde werkgever bly, sodanige hoër bonus bly ontvang: Met dien verstande dat hierdie subklousule van toepassing is slegs op 'n ambagsman wat sy werkgever kan oortuig dat—

(i) hy by die Registrasieraad vir Elektrotegniese Draadwerkers, ingestel kragtens artikel 2 van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, geregistreer het om die Raad se eksamen vir draadwerkers af te lê, of

(ii) hy die houer is van 'n voorlopige sertifikaat uitgereik kragtens artikel 13 (1) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, of

(iii) hy hom op die eerste moontlike datum deur die Raad bepaal vir genoemde eksamen aangemeld het.

(3) *Vakleerlinge*.—Subklousule (1) is nie van toepassing nie op vakleerlinge wat, wanneer hulle hul verlofbesoldiging betaal word, terselfdertyd die volgende verlofbonus betaal moet word:

'n Verlofbonus, bereken op die datum van kwalifisering vir die verlof met besoldiging in die eerste, tweede, derde, vierde en vyfde leerjare:

	R
Eerste jaar verlof kwalifikasie.....	80
Tweede jaar verlof kwalifikasie.....	97
Derde jaar verlof kwalifikasie.....	113
Vierde jaar verlof kwalifikasie.....	130
Vyfde jaar verlof kwalifikasie.....	175

Skofte of tydperke van afwesigheid wat ingevolge klousule 3 (3) (a) (iii) van hierdie Skesie vir verlofdoeleindes tel, tel ook vir kwalifikasie vir die verlofbonus.

(4) (a) As 'n werknemer se diens eindig voordat hy op verlof met besoldiging geregtig word, moet hy gekrediteer word met die eweredige getal skofte wat hy gewerk het. Die werkgever moet aan die werknemer wanneer hy uit sy diens tree 'n bewysstuk verskaf waarin die getal skofte wat vir sy verlofbonus tel, aangegee word, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent stuur van die verlofbonus waarop die werknemer aldus geregtig is, bereken teen die uurloon van die werknemer op daardie datum, min alle aftrekkings wat regtens vir inkomstebelasting verpligtend is.

(b) Drywers en arbeiders moet die geldekwivalent van die pro rata-verlofbonus by diensbeëindiging betaal word.

6. BESIKKING OOR VERLOFBESOLDIGING EN VERLOFBONUS

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

(2) Ná verloop van minstens 49 weke, gereken vanaf die datum waarop die dienstrydperk begin het wat deur die bewysstukke gedek word, is 'n werknemer aan wie 'n bewysstuk ingevolge klousules 3 (5) en 5 (4) van hierdie Seksie verskaf is en wat dokumentêre bewys lewer dat hy nie meer in diens van die Nywerheid is nie, by voorlegging van die bewysstuk aan die Raad en behoudens klousule 30 van Deel 1 van hierdie Ooreenkoms, geregtig op betaling van enige onbetaalde balans wat in die Raad se boeke in sy krediet staan.

7. DIENSBONUS

(1) Elke geregistreerde draadwerker, spesialisambagsman en elektrisiën moet na elke jaar diens by dieselfde werkgever 'n diensbonus van R150 betaal word wanneer hy ingevolge klousule 3 (3) van hierdie Seksie vir verlof kwalifiseer, en dié bonus moet tegelykertyd met sy verlofbesoldiging aan hom betaal word.

(2) Alle installeerders van elektriese leipype vir wie lone in klousule 1 (3) (a) van Seksie 3 voorgeskryf word, moet onder dieselfde omstandighede 55 persent betaal word van die diensbonus in subklousule (1) voorgeskryf.

(3) Alle installeerders van elektriese leipype vir wie lone in klousule 1 (3) (b) van Seksie 3 voorgeskryf word, moet onder dieselfde omstandighede 75 persent betaal word van die diensbonus in subklousule (2) voorgeskryf.

(4) As 'n werknemer in subklousule (1), (2) en (3) bedoel by sy werkgever uit diens tree of as sy werkgever sy diens beëindig nadat hy negen maande of langer van daardie jaar by dieselfde werkgever werksaam was, kan hy by die Raad appelleer dat die werkgever hom 'n pro rata-deel van sy diensbonus moet betaal. In so 'n geval berus dit uitsluitlik by die Raad of die pro rata-diensbonus aan die werknemer betaal moet word of nie.

8. RESPONSIBILITY

No registered wireman, specialist artisan, artisan, apprentice, electrical conduit installer or trainee shall require or permit any labourer working under his control or supervision, to perform any work other than that specified in the definition of "labourer" in this Agreement.

9. RATIO OF OTHER EMPLOYEES TO JOURNEYMEN

(1) The number of labourers employed by an employer shall at no time exceed the following:

(a) Where one registered wireman, specialist artisan or artisan is employed—two labourers;

(b) where two registered wiremen and/or specialist artisans and/or artisans are employed—three labourers;

(c) where three or more registered wireman and/or specialist artisans and/or artisans are employed no ratio shall apply.

(2) (a) An employer employing three or more registered wiremen may employ one electrical conduit installer for each registered wireman in his employ: Provided that the electrical conduit installer is registered with the Council.

(b) Notwithstanding the provisions of paragraph (a), an employer who employs less than three registered wiremen may apply to the Council to employ an electrical conduit installer.

(3) Working partners and/or owners and/or working directors who are registered wiremen, specialist artisans or artisans as defined in this Agreement shall be recognised as registered wiremen, specialist artisans or artisans respectively for the purposes of subclause (1).

(4) Working partners and/or owners and/or working directors who are registered wiremen as defined in this Agreement shall be recognised as registered wiremen for the purposes of subclause (2).

10. INSURANCE OF TOOLS

(1) Every employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of artisans, specialist artisans and registered wiremen in his employ against the loss or destruction or damage of the tools through fire or theft whilst on the employer's premises. The maximum cover under this clause shall be R300 per employee stated herein: Provided that 10 per cent of any loss or damages for which payment is claimed shall be borne by the employee: Provided further than an employer shall not become obliged to supply insurance cover for the purposes of this clause unless the employer concerned submits satisfactory proof to his employer that he is in possession of a tool kit as prescribed by the Council from time to time.

(2) The employer shall, where such tools are necessary, provide pipe vices, benders, screwing tackle such as stocks, dies and taps, reamers, wood chisels, drills, hacksaw blades, large hammers, chisels for chasing concrete, files, key hole saws, electric drills, chassis punches and geyser spanners and the employer shall replace all worn cutting tools: Provided that such tools remain the property of the employer. The employee shall exercise due care in the use and storage of tools provided by his employer.

11. ANNUAL SHUT-DOWN

Notwithstanding the provisions of clause 28 (1) of Part I of this Agreement, every employer who wishes to observe and annual shut-down of the establishment or department thereof, as the case may be, shall, for the purposes of Part III of this Agreement, advise the Council at least three months in advance of the intended shut-down in the establishment or department thereof, as the case may be, and shall have first obtained the consent of the majority of the employees engaged in that establishment or department.

12. TRADE UNION AND EMPLOYER ORGANISATION SUBSCRIPTIONS

(1) Notwithstanding the provisions of clause 9 (3) (h) of Part I of this Agreement, every employer who is a member of the Electrical Contractors' Association (South Africa) shall deduct from the wages of each employee who is a member of the South African Electrical Workers' Association the amount of the subscription payable by such employee to the said Association, as advised by the Council from time to time,

8. VERANTWOORDELIKHEID

Geen geregistreerde draadwerker, spesialisambagsman, ambagsman, vakleerling, installeerder van elektriese leipype of kwekeling mag van 'n arbeider wat onder sy beheer of toesig werk, vereis of hom toelaat om enige ander werk te verrig as dié wat in die omskrywing van "arbeider" in hierdie Ooreenkoms gespesifiseer word nie.

9. GETALSVERHOUDING TUSSEN ANDER WERKNEMERS EN VAKMANNE

(1) Die getal arbeiders wat 'n werkgever in diens neem, mag nooit meer wees nie as—

(a) waar een geregistreerde draadwerker, spesialisambagsman of ambagsman in diens is—twee arbeiders;

(b) waar twee geregistreerde draadwerkers en/of spesialisambagsmanne en/of ambagsmanne in diens is—drie arbeiders;

(c) waar drie of meer geregistreerde draadwerkers en/of spesialisambagsmanne en/of ambagsmanne in diens is, is geen getalsverhouding van toepassing nie.

(2) (a) 'n Werkgever wat drie of meer geregistreerde draadwerkers in sy diens het, kan een installeerder van elektriese leipype in diens neem vir elke geregistreerde draadwerker in sy diens: Met dien verstande dat die installeerder van elektriese leipype by die Raad geregistreer is.

(b) Ondanks paragraaf (a) kan 'n werkgever met minder as drie geregistreerde draadwerkers in sy diens by die Raad aansoek doen om 'n installeerder vir elektriese leipype in diens te neem.

(3) Vir die toepassing van subklousule (1), moet werkende vennote en/of eienaars en/of werkende direkteurs wat geregistreerde draadwerkers, spesialisambagsmanne of ambagsmanne is soos in hierdie Ooreenkoms omskryf, onderskeidelik as geregistreerde draadwerkers, spesialisambagsmanne of ambagsmanne beskou word.

(4) Werkende vennote en/of eienaars en/of werkende direkteurs wat geregistreerde draadwerkers is soos in hierdie Ooreenkoms omskryf, moet vir die toepassing van subklousule (2) as geregistreerde draadwerkers erken word.

10. VERSEKERING VAN GEREEDSKAP

(1) Elke werkgever moet 'n assuransiëpolis by 'n geregistreerde versekeringsmaatskappy uitneem om die gereedskap wat die private eiendom van ambagsmanne, spesialisambagsmanne en geregistreerde draadwerkers in sy diens is, teen die verlies of vernietiging of beskadiging daarvan weens brand of diefstal op die perseel van die werkgever te verseker. Die maksimum dekking ingevolge hierdie klousule is R300 per werknemer hierin genoem: Met dien verstande dat die werknemer self 10 persent van enige verlies of skade waarvoor betaling geëis word, moet dra: Voorts met dien verstande dat die werkgever nie verplig mag word om versekeringsdekking vir die toepassing van hierdie klousule te verskaf nie tensy die betrokke werknemer bevredigende bewys aan sy werkgever lewer dat hy in besit is van 'n gereedskapstel soos van tyd tot tyd deur die Raad voorgeskryf.

(2) Die werkgever moet, waar sodanige gereedskap nodig is, pypskroewe, buiers, draadsnygereedskap soos stokke, snymoere en snytappe, ruimers, houtbeitels, bore, ystersaaglemme, groot hamers, beitels vir dryfbeton, vyle, sleutelgat-sae, elektriese bore, onderstelponse en geisermoersleutels verskaf en alle verslyte snygereedskap vervang: Met dien verstande dat dié gereedskap die eiendom van die werkgever bly. Die werknemer moet die nodige versigtigheid aan die dag lê by die gebruik en opberging van die gereedskap wat sy werkgever verskaf het.

11. JAARLIKSE SLUITING

Ondanks klousule 28 (1) van Deel I van hierdie Ooreenkoms, moet elke werkgever wat sy bedryfsinrigting of 'n afdeling daarvan, na gelang van die geval, jaarliks wil sluit, vir die toepassing van Deel III van hierdie Ooreenkoms die Raad minstens drie maande vooraf in kennis stel van die voorgename sluiting van die bedryfsinrigting of 'n afdeling daarvan, na gelang van die geval, nadat hy eers die toestemming van die meerderheid van die werknemers in dié bedryfsinrigting of afdeling daartoe verkry het.

12. LEDEGELDE VAN DIE VAKVERENIGING EN DIE WERKGEWERSORGANISASIE

(1) Ondanks klousule 9 (3) (h) van Deel I van hierdie Ooreenkoms, moet elke werkgever wat lid is van die Electrical Contractors' Association (South Africa) van die loon van elke werknemer wat lid is van die South African Electrical Workers' Association die bedrag van die ledegeld aftrek wat deur sodanige werknemer aan genoemde Association verskuldig is, soos deur die Raad van tyd tot tyd meegedeel, ten opsigte

in respect of each week or part of a week of employment, including the period the employee is on leave in terms of clause 3 of this Section. The employer shall forward the amount thus deducted, together with the form prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month following that in respect of which the deductions were made.

(2) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall forward the levy payable to the Association as advised by the Council from time to time, together with such form as prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month in respect of which the payments are made.

(3) The S.A. Electrical Workers' Association and the Electrical Contractors' Association (South Africa) shall and hereby do indemnify the Council against any claim that may arise in respect of this clause, and when a deduction or a payment of the levy in terms of this clause has been made, irrespective of whether this amount has been paid over to the said trade union or employers' organisation, the employee or employer concerned shall be deemed to have paid his subscription or levy to the said union or employers' organisation.

(4) The Council undertakes to render all reasonable service to give effect to this clause for which an amount of two and a half per cent of all contributions and levies in terms of sub-clauses (1) and (2) shall be paid to the Council.

13. THE DEVELOPMENT FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY

(1) Every employer shall, subject to the provisions of sub-clause (2) hereof, contribute the amount of 7c per week in respect of each employee for whom wages are prescribed in this Agreement to a Development Trust Fund to be administered by the Council for the purpose of implementing the objects to be set forth in the constitution of the Development Fund for the Electrical Contracting Industry (hereinafter referred to as the "Development Fund").

(2) (a) Where an employee is employed by two or more employers during the same week the payment for that week shall be made by the employer by whom he was first employed during the week for not less than eight hours.

(b) No payment shall be made in respect of an employee who works less than eight hours during any week from Monday to Friday (inclusive) for an employer in the Industry.

(3) Every employer shall forward the contributions payable in terms of subclause (1) with the form prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month following that in respect of which the payments are made.

(4) The Council shall each month pay over to the Development Trust Fund the total amount of contributions collected in terms of subclause (1) of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(5) The Development Fund shall be established as soon as possible: Provided that should the Development Fund not be established by 21 December 1978, the Council shall, subject to the provisions of subclause (4), refund all the contributions paid into the Development Trust Fund to the employers who made the contributions.

(6) When the Development Fund is established the Council shall pay all moneys in the Development Trust Fund over to the Development Fund.

14. THE ELECTRICAL CONTRACTING INDUSTRY RECRUITMENT AND TRAINING FUND

(1) Every employer shall, subject to the provisions of sub-clause (2) hereof, contribute the amount of 30c per week in respect of each employee for whom wages are prescribed in this Agreement to a Training Trust Fund to be administered by the Council for the purpose of implementing the objects to be set forth in the constitution of the Electrical Contracting Industry Recruitment and Training Fund (hereinafter referred to as the "Training Fund").

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

van elke week diens of gedeelte daarvan, met inbegrip van die tydperk wat die werknemer ingevolge klousule 3 van hierdie Seksie met verlof is. Die werkgewer moet die bedrag aldus afgetrek saam met die vorm deur die Raad voorgeskryf voor of op die 15de dag van elke maand ná die een ten opsigte waarvan die afrekkings gemaak is aan die Sekretaris van die Raad stuur.

(2) Elke werkgewer wat lid is van die Electrical Contractors' Association (South Africa) moet die heffing wat aan die Association verskuldig is soos van tyd tot tyd deur die Raad meegedeel, saam met die vorm soos deur die Raad voorgeskryf voor of op die 15de dag van elke maand ten opsigte waarvan die betalings gemaak word aan die Sekretaris van die Raad stuur.

(3) Die S.A. Electrical Workers' Association en die Electrical Contractors' Association (South Africa) moet die Raad vrywaar, en vrywaar die Raad hierby, teen enige eis wat ten opsigte van hierdie klousule mag ontstaan, en wanneer 'n afrekkings van 'n betaling van die heffing ingevolge hierdie klousule gemaak is, ongeag daarvan of hierdie bedrag aan die genoemde vakvereniging of werkgewersorganisasie oorbetal is of nie, word daar geag dat die betrokke werknemer of werkgewer sy ledigheid of heffing aan die genoemde vakvereniging of werkgewersorganisasie betaal het.

(4) Die Raad onderneem om alle diens wat redelik moontlik is, te lewer ten einde aan hierdie klousule gevolg te gee. Vir hierdie diens moet 'n bedrag van twee en 'n half persent van alle bydraes en heffings ingevolge subklousules (1) en (2) aan die Raad betaal word.

13. DIE ONTWIKKELINGSFONDS VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID

(1) Elke werkgewer moet, behoudens subklousule (2) hiervan ten opsigte van elke werknemer vir wie 'n loon in die Ooreenkoms voorgeskryf word, die bedrag van 7c per week bydra tot 'n Ontwikkelingstrustfonds wat deur die Raad geadministreer moet word, met die doel om die oogmerke van die Ontwikkelingsfonds vir die Elektrotegniese Aannemingsnywerheid (hierna die "Ontwikkelingsfonds" genoem), soos in die konstitusie daarvan uiteengesit moet word, te verwesenlik.

(2) (a) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem is, moet die bedrag vir daardie week betaal word deur die werkgewer by wie hy die eerste gedurende daardie week minstens agt uur in diens was.

(b) Geen bedrag moet ten opsigte van 'n werknemer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir 'n werkgewer in die Nywerheid gewerk het, betaal word nie.

(3) Elke werkgewer moet voor of op die 15de dag van elke maand wat volg op die een ten opsigte waarvan die geld inbetaal word die bydraes betaalbaar ingevolge subklousule (1) saam met die vorm deur die Raad voorgeskryf aan die Sekretaris van die Raad stuur.

(4) Die Raad moet elke maand aan die Ontwikkelingstrustfonds die totale bedrag van die bydraes betaal wat ingevolge subklousule (1) ingevorder is, min invorderingskoste van twee en 'n half persent wat aan die algemene fondse van die Raad toeval.

(5) Die Ontwikkelingsfonds moet so gou moontlik ingestel word: Met dien verstande dat indien die Ontwikkelingsfonds nie teen 21 Desember 1978 ingestel is nie, die Raad, behoudens subklousule (4), al die bydraes wat deur die werkgewers tot die Ontwikkelingstrustfonds gemaak is, aan hulle moet terugbetaal.

(6) Wanneer die Ontwikkelingsfonds ingestel is, moet die Raad alle geld in die krediet van die Ontwikkelingstrustfonds aan die Ontwikkelingsfonds oorbetal.

14. DIE WERWINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID

(1) Elke werkgewer moet, behoudens subklousule (2) hiervan, ten opsigte van elke werknemer vir wie 'n loon in die Ooreenkoms voorgeskryf word, die bedrag van 30c per week bydra tot 'n Opleidingstrustfonds wat deur die Raad geadministreer moet word, met die doel om die oogmerke van die Werwings- en Opleidingsfonds van die Elektrotegniese Aannemingsnywerheid (hierna die "Opleidingsfonds" genoem) soos in die konstitusie daarvan uiteengesit moet word, te verwesenlik.

(2) (a) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, moet die bedrag vir daardie week betaal word deur die werkgewer by wie hy die eerste gedurende daardie week minstens agt uur lank in diens was.

(b) No payment shall be made in respect of an employee who works less than eight hours during any week from Monday to Friday (inclusive) for an employer in the Industry.

(3) Every employer shall forward the contributions payable in terms of subclause (1), with the form prescribed by the Council, to the Secretary of the Council not later than the 15th day of each month following that in respect of which the payments are made.

(4) The Council shall each month pay over to the Training Trust Fund the total amount of contributions collected in terms of subclause (1) of this clause less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(5) The Training Fund shall be established as soon as possible: Provided that should the Training Fund not be established by 21 December 1978, the Council shall, subject to the provisions of subclause (4), refund all the contributions paid into the Training Trust Fund to the employers who made the contributions.

(6) When the Training Fund is established the Council shall pay all moneys in the Training Trust Fund over to the Training Fund.

SECTION 2

WAGES AND/OR EARNINGS

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

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

3. No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week, including any overtime worked, at a higher paid occupation unless payment is made as if such employee had been employed for the whole of that week on the highest paid occupation: Provided that where a lower paid employee is temporarily substituted for a higher paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

4. Subject to the provisions of clauses 2 and 3, no employer shall pay to the employee (other than an apprentice serving under a contract of Apprenticeship in terms of the Apprenticeship Act, 1944) engaged on any of the classes of work specified in the wage schedules in Section 3, wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

5. Whenever an advance or loan is made by the employer at the request of the employee the employer may on receipt of a stop order signed by the employee make such deductions from subsequent wages or earnings, but no one deduction may exceed 15 per cent of the remuneration from which it may be deducted.

SECTION 3

1. SCHEDULE OF WAGES AND/OR EARNINGS

	Per hour R
(1) Rate A	
(a) Registered wireman, specialist artisan and artisan (as defined in this Agreement).....	2,50
(b) Installation and/or repair and/or servicing of burglar and other similar alarm systems operated at a voltage in excess of 40 volts.....	2,50
(c) Telephone electrician's work.....	2,50
(2) Rate D	
(a) Installation of aerials on consumer's premises..	1,62
(b) First six months of experience (Rate DD).....	1,24

(b) Ten opsigte van 'n werknemer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir 'n werkgewer in die Nywerheid gewerk het, moet geen bedrag betaal word nie.

(3) Elke werkgewer moet voor of op die 15de dag van elke maand ná die een ten opsigte waarvan die geld inbetaal word, die bydraes betaalbaar ingevolge subklousule (1), saam met die vorm deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur.

(4) Die Raad moet elke maand aan die Opleidingstrustfonds die totale bedrag van die bydraes betaal wat ingevolge subklousule (1) ingevorder is, min invorderingskoste van twee en 'n half persent, wat aan die algemene fondse van die Raad toeval.

(5) Die Opleidingsfonds moet so gou moontlik ingestel word: Met dien verstande dat indien die Opleidingsfonds nie teen 21 Desember 1978 ingestel is nie, die Raad behoudens subklousule (4), al die bydraes wat deur die werkgewers tot die Opleidingstrustfonds gemaak is, aan hulle moet terugbetaal.

(6) Wanneer die Opleidingsfonds ingestel is, moet die Raad alle geld in die krediet van die Opleidingstrustfonds aan die Opleidingsfonds oorbetal.

SEKSIE 2

LONE EN/OF VERDIENSTE

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

2. Daar mag van geen werknemer vereis word om as deel van sy dienskontrak kos of inwoning of beide van sy werkgewer aan te neem nie of om van sy werkgewer goedere te koop of eiendom te huur nie, maar waar 'n werknemer instem om kos en inwoning of beide van sy werkgewer aan te neem, kan die werkgewer hoogstens R1,50 per week, as kos en inwoning verskaf word, en hoogstens R1,10 per week as slegs kos verskaf word, of hoogstens 40c per week as slegs inwoning verskaf word, aftrek mits sodanige inwoning deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

3. Geen werknemer mag meer as een werk waarvoor verskillende lone in hierdie Ooreenkoms voorgeskryf word, met inbegrip van oortyd gewerk, teen 'n hoër besoldigde werk in een bepaalde week verrig nie, tensy sodanige werknemer betaal word asof hy die hele week die werk met die hoogste besoldiging verrig het: Met dien verstande dat waar 'n laer besoldigde werknemer tydelik die plek inneem van 'n hoër besoldigde werknemer wat van sy werk afwesig is en nie elders in die bedryfsinrigting werksaam is nie, die werknemer wat sodanige plek inneem teen die hoër loon besoldig moet word. 'n Vervangingstydperk van altesaam minder as 'n halwe skof in 'n bepaalde week tel nie vir betaling teen die hoër loon nie.

4. Behoudens klousules 2 en 3, mag geen werkgewer aan werknemers (uitgesonderd vakleerlinge wat 'n leerkontrak ingevolge die Wet op Vakleerlinge, 1944, uitdien) wat enigeen van die klasse werk verrig wat in die loontabelle in Seksie 3 vermeld word, lone en/of verdienste betaal wat laer is as dié wat teenoor sodanige klasse gemeld word nie, en mag geen werknemer lone en/of verdienste aanneem wat laer is as dié wat teenoor sodanige klasse gemeld word nie.

5. As 'n werkgewer sy werknemer op dié se versoek 'n voorskot of lening gee, kan die werkgewer ná ontvangs van 'n stoporder deur die werknemer onderteken sodanige aftrekkings van daaropvolgende lone of verdienste maak, maar elke aftrekking mag hoogstens 15 persent wees van die besoldiging waarvan dit afgetrek mag word.

SEKSIE 3

1. VOORGESKREWE LONE EN/OF VERDIENSTE

	Per uur R
(1) Loon A	
(a) Geregistreerde draadwerker, spesialisambagsman en ambagsman (soos in hierdie Ooreenkoms omskryf).....	2,50
(b) Installering en/of herstel en/of versiening van dief- en ander soortgelyke alarmstelsels met 'n hoër spanning as 40 volt.....	2,50
(c) Werk van 'n telefoonlektrisiën.....	2,50
(2) Loon D	
(a) Installering van antennes op verbruiker se perseel	1,62
(b) Eerste ses maande ondervinding (Loon DD)....	1,24

(3) *Electrical conduit installers*

- (a) Electrical conduit installer after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939..... 1,38
- (b) Electrical conduit installer during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939..... 1,03
- (c) Learner electrical conduit installer during training..... 0,77

(4) *Drivers*

	Per week
Tare of vehicle—	R
(a) up to 3 500 kg.....	28,50
(b) over 3 500 kg but not over 9 000 kg.....	41,50
(c) over 9 000 kg.....	44,75

“Vehicle” means a conveyance propelled by other than human or animal power and includes a tractor.

(5) *Watchmen: R28,35 per week.*

- (a) The ordinary hours of work of a watchman shall not exceed 12 hours per shift for a six-day week.
- (b) The hourly rate of a watchman shall be calculated by dividing his weekly wages herein specified by 72.

(6) *Pupil engineers and/or approved students*

	Per hour
	R
First year of pupilage.....	0,85
Second year of pupilage.....	1,16
Thereafter.....	1,20

(7) *Rate DDD*

The following operations when performed in the workshop of an establishment in connection with the repair of appliances (other than rotating or reciprocating appliances utilising a motor in any form) of a load not exceeding five ampères, except in respect of domestic radiators where the load does not exceed 10 ampères:

- (a) Repair and/or replacement of heating elements on appliances.....
- (b) Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing.....
- (c) Repair and/or reassembly of heating element containers.....
- (d) Repair and/or replacement of cords to appliances.....
- R1,03 p.h.

(8) *Rate I*

Labourer: 63c per hour.

2. ATTENDANCE ALLOWANCE

(1) Every driver and labourer shall be paid an attendance allowance of 2c per hour for every ordinary hour worked during any week, which shall be in addition to his ordinary wage: Provided that where such employee does not work the full number of hours prescribed in the Agreement, the allowance shall not be paid in respect of any hours worked. This allowance shall be paid at the same time as his other remuneration is paid and is not payable on overtime.

(2) Notwithstanding the provisions of subclause (1), where a driver or labourer is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, such employee shall be paid the allowance in respect of the number of ordinary hours he actually worked: Provided that the employer may call on such employee to produce evidence in proof of cause of absence. Where a driver or labourer is employed after the commencement of the normal working week of an employer and he works the full number of normal hours for that week after commencement of employment, he shall be paid the attendance allowance for all normal hours worked during the rest of the week after the commencement of employment. Where a driver or labourer is dismissed or resigns before the end of the normal working week of an employer and he complies with the other requirements of the Agreement regarding termination of employment and he works the full number of normal hours for that week prior to termination of employment, he shall be paid the attendance allowance for all normal hours worked during the week before the termination of his employment.

(3) *Installeerders van elektriese leipype*

- (a) Installeerder van elektriese leipype ná voltooiing van 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939..... 1,38
- (b) Installeerder van elektriese leipype gedurende die 12 maande as installeerder van elektriese leipype in die Nywerheid ná registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939..... 1,03
- (c) Leerlinginstalleerder van elektriese leipype gedurende opleiding..... 0,77

(4) *Drywers*

	Per week
Tarra van voertuig—	R
(a) tot 3 500 kg.....	28,50
(b) meer as 3 500 kg maar hoogstens 9 000 kg....	41,50
(c) meer as 9 000 kg.....	44,75

“Voertuig” beteken ‘n vervoermiddel wat deur ander krag as menslike of dierlike krag voortbeweeg word, met inbegrip van ‘n trekker.

(5) *Wagte: R28,35 per week*

- (a) Die gewone werkkure van ‘n wag mag hoogstens 12 uur per skof wees waar ses dae per week gewerk word.
- (b) Die uurloon van ‘n wag word bereken deur sy weekloon soos hierin gespesifiseer deur 72 te deel.

(6) *Leerlingingenieurs en/of goedgekeurde studente*

	Per uur
	R
Eerste jaar leerlingskap.....	0,85
Tweede jaar leerlingskap.....	1,16
Daarna.....	1,20

(7) *Loon DDD*

Die volgende werksaamhede wanneer hulle verrig word in die werkwinkel van ‘n bedryfsinrigting in verband met die herstel van toestelle (uitgesonderd roteer- of wederkerige toestelle wat van ‘n motor in enige vorm gebruik maak) met ‘n las van hoogstens vyf ampère, behalwe ten opsigte van huishoudelike verkoelers waar die las hoogstens 10 ampère is:

- (a) Herstel en/of vervanging van verwarmingselemente aan toestelle.....
- (b) Herstel en/of vervanging van keramiek- of ander isolerspasiëers en/of -vormers wat vir verwarmingselemente gebruik word, insluitende die vassit daarvan.....
- (c) Herstel en/of hermontering van verwarmingselementhouers.....
- (d) Herstel en/of vervanging van koorde aan toestelle.....
- R1,03 per uur

(8) *Loon I*

Arbeider: 63c per uur.

2. BYWONINGSTOELAE

(1) Aan elke drywer en arbeider moet daar benewens sy gewone loon ‘n bywoningstoelae van 2c per uur betaal word vir elke gewone uur wat gedurende ‘n week gewerk is: Met dien verstande dat, indien sodanige werknemer nie die volle getal ure voorgeskryf in die Ooreenkoms werk nie, die toelae nie vir enige aantal ure gewerk betaal moet word nie. Hierdie toelae moet saam met sy ander bemsoldiging betaal word en is nie vir oortydwerk betaalbaar nie.

(2) Ondanks subklousule (1) moet ‘n drywer of arbeider wat met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van sy werk afwesig is, die toelae betaal word ten opsigte van die getal gewone ure wat hy werklik gewerk het: Met dien verstande dat die werkgever van sodanige werknemer kan vereis om bewys van die oorsaak van die afwesigheid te lewer. Indien ‘n drywer of arbeider na die aanvang van die gewone werkweek van ‘n werkgever in diens geneem word en die volle getal gewone ure vir daardie week na die aanvang van die diens werk, moet hy die bywoningstoelae betaal word vir alle gewone ure gewerk gedurende die res van die week na die aanvang van die diens. Indien ‘n drywer of arbeider voor die einde van die gewone werkweek van ‘n werkgever ontslaan word of bedank en hy aan die ander vereistes van die Ooreenkoms betreffende die beëindiging van diens voldoen en hy die volle getal gewone ure vir daardie week voor die beëindiging van sy diens werk, moet hy die bywoningstoelae betaal word vir alle gewone ure gewerk gedurende die week voor die beëindiging van sy diens.

(3) Every driver and labourer shall be paid the attendance allowance for public holidays in respect of the number of hours he would have worked on a normal working day (excluding overtime): Provided that where a public holiday falls on a Saturday the provisions of this clause shall not be applicable.

3. PAYMENT OF EARNINGS

(1) Where the services of an employee are terminated after the closure of the pay-week, all remuneration due to him after that closure is payable not later than the pay-day on which the remuneration would normally have been paid: Provided that at the request of the employee such remuneration shall be forwarded to him at an address given by him.

(2) An employer by mutual arrangement with a minimum of 75 per cent of his employees may pay wages or earnings on a two-weekly or four-weekly basis: Provided that the council is given two months' prior notice in writing of such arrangements.

4. ADJUSTMENT OF WAGES

Every employee who on 1 January 1979 is employed on work classified in this Section of the Agreement as hereunder 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 in this Agreement be paid not less than the actual rate he was receiving immediately prior to the said date plus an additional amount for his class of work as follows:

	Per hour
	c
Rate A.....	8
Rate D.....	5
Rate DD.....	4
Rate DDD.....	3
Rate I.....	2

Electrical Conduit Installers

- (a) Electrical conduit installer after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939..... 4
- (b) Electrical conduit installer during the 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939..... 3
- (c) Learner electrical conduit installer during training..... 2

Signed at Durban as authorised for and on behalf of the parties this 30th day of May 1978.

B. NICHOLSON, Chairman of the Council.

J. BRYCE, Member of the Council.

D. F. ANTHONY, Secretary of the Council.

No. R. 2042

13 October 1978

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

ELECTRICAL INDUSTRY (NATAL)

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Industry published under Government Notice R. 2041 of 13 October 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.

(3) Elke drywer en arbeider moet die bywoningstoelae betaal word vir openbare vakansiedae ten opsigte van die getal ure wat hy op 'n gewone werkdag sou gewerk het (oortydwerk uitgesluit): Met dien verstande dat indien 'n openbare vakansiedag op 'n Saterdag val, hierdie klousule nie van toepassing is nie.

3. BETALING VAN VERDIENSTE

(1) Waar die dienste van 'n werknemer ná die sluiting van die betaalweek beëindig word, is alle besoldiging wat ná die sluiting aan hom verskuldig is, betaalbaar voor of op die betaaldag waarop die besoldiging gewoonlik betaal sou gewees het: Met dien verstande dat sodanige besoldiging op versoek van die werknemer aan hom gestuur moet word aan die adres wat hy verskaf het.

(2) 'n Werkgewer kan ná onderlinge ooreenkoms met minstens 75 persent van sy werknemers die lone of verdienstes op 'n twee- of vierweeklikse grondslag betaal: Met dien verstande dat die Raad twee maande vooraf skriftelik kennis van dié reëlins gegee word.

4. AANPASSING VAN LONE

Elke werknemer wat op 1 Januarie 1979 werk verrig wat in hierdie Seksie van die Ooreenkoms soos hieronder ingedeel word, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike loonskaal onmiddellik voor genoemde datum hoër was as dié wat in hierdie Ooreenkoms vir sy klas werk voorgeskryf word of nie, minstens die werklike loonskaal betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n addisionele bedrag vir sy klas werk soos volg:

	Per uur
	c
Loon A.....	8
Loon D.....	5
Loon DD.....	4
Loon DDD.....	3
Loon I.....	2

Installeerders van elektriese leipype

- (a) Installeerder van elektriese leipype na voltooiing van 12 maande as installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939..... 4
- (b) Installeerder van elektriese leipype gedurende die 12 maande as installeerder van elektriese leipype in die Nywerheid na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939..... 3
- (c) Leerlinginstalleerder van elektriese leipype gedurende opleiding..... 2

Vir en namens die partye op hede die 30ste dag van Mei 1978 te Durban onderteken.

B. NICHOLSON, Voorsitter van die Raad.

J. BRYCE, Lid van die Raad.

D. F. ANTHONY, Sekretaris van die Raad.

No. R. 2042

13 Oktober 1978

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

ELEKTROTEGNIJSE NYWERHEID (NATAL)

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid gepubliseer by Goewermmentskennisgewing R. 2041 van 13 Oktober 1978, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

CONTENTS				INHOUD			
No.		Page No.	Gazette No.	No.		Bladsy No.	Staats- koerant No.
Labour, Department of				Arbeid, Departement van			
Government Notices				Goewermentskennisgewings			
R. 2041	Industrial Conciliation Act (28/1956): Electrical Industry (Natal): Main Agree- ment.....	1	6185	R. 2041	Wet op Nywerheidsversoening (28/1956): Elektrotegniese Nywerheid (Natal): Hoof- ooreenkoms.....	1	6185
R. 2042	Factories, Machinery and Building Work Act (22/1941): Electrical Industry (Natal): Main Agreement.....	47	6185	R. 2042	Wet op Fabriek, Masjinerie en Bouwerk (22/1941): Elektrotegniese Nywerheid (Natal): Hoofooreenkoms.....	47	6185