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VAN DIE REPUBLIEK VAN SUID-AFRIKA
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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 380 5 Maart 1982

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIESE AANNEMINGS- EN BEDIENINGSNYWERHEID, KAAP.—OOREENKOMS VIR DIE BEDIENINGSEKSIE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 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; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 9 (3) (g), 20 en 25 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1982 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

S. P. BOTHA, Minister van Mannekrag.

BYLAE

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

OOREENKOMS

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

Electrical Engineering and Allied Industries Association

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 380 5 March 1982

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—AGREEMENT FOR THE SERVICING SECTION

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1982 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; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a), 2, 9 (3) (g), 20 and 25 of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1982 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

S. P. BOTHA, Minister of Manpower.

SCHEDULE

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

AGREEMENT

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

Electrical Engineering and Allied Industries Association

Electronics and Telecommunications Industries Association

en die

Radio, Appliance and Television Association of South Africa

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

Amalgamated Engineering Union of South Africa

Elektriese en Verwante Vakbond van S.A.

en die

South African Electrical Workers' Association

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

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

DEEL I

1. TOEPASSINGSBESTEK

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

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

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

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

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

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

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

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

(4) Ondanks die beperking van hierdie Ooreenkoms tot die werksaamhede daarin vermeld, geld klousules 13 en 14 van Deel I van die Ooreenkoms vir alle werknemers wat by werkprosesse betrokke is en wat 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms vir 'n Loon D-werknemer voorgeskryf word of wat 'n loon van minstens R479 per maand, uitgesonderd betaling vir oortydwerk, betaal word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasgestel word en bly van krag vir 'n tydperk wat op 30 Junie 1982 eindig of vir dié tydperk wat die Minister vasstel.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Nywerheidsversoening, 1956;

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

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

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

Electronics and Telecommunications Industries Association

and the

Radio, Appliance and Television Association of South Africa

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

Amalgamated Engineering Union of South Africa

Electrical and Allied Trades Union of S.A.

and the

South African Electrical Workers' Association

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

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

PART I

1. SCOPE OF APPLICATION

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

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

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

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

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

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

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

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

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of clauses 13 and 14 of Part 1 of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for a Rate D employee or paid at a rate of not less than R479 per month, excluding payment for overtime.

2. PERIOD OF APPLICATION

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force for a period ending 30 June 1982 or for such period as the Minister may determine.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

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

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

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

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

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

"huistoestelwerktuigkundige" of "radiotrisiën" of "koelkaswerktuigkundige" 'n werknemer wat een of meer van die volgende klasse werk verrig:

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

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

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

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

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

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

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

(i) elektriese kabels en bogrondse lyne;

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

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

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

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

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

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

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

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

"elektrisiën" 'n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat sy opleiding voltooi het ingevolge die Wet op Vakleerlinge, 1944, of die Wet op Opleiding van Ambagsmanne, 1951, of ingevolge 'n leerkontrak wat deur die Raad erken word, of 'n persoon bo

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

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

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

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

"Electrical Contracting and Servicing Industry (Cape)" or "Industry" means the Industry in which employers and employees are associated for any or all of the following:

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

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

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

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

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

(i) electrical cables and overhead lines;

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

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

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

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

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

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

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

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

"electrician" means an employee who performs any of the following operations and who has completed his training in terms of the Apprenticeship Act, 1944, or the Training of Artisans Act, 1951, or under a contract

die ouderdom 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 dié werksaamhede in diens geneem te word:

Ankerwikkeling;

kabellaswerk;

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

elektriese installering;

vervaardiging en herstel van elektriese instrumente;

aanleg van elektriese bogrondse lyne;

elektriese bedrading;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"kwekeling" iemand wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne, 1951, ondergaan;

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

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

4. LONE EN/OF VERDIENSTE

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

of apprenticeship recognised by the Council, or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such operations:

Armature winding;

cable jointing;

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

electrical installation;

electrical instrument making and repairing;

electrical overhead line construction;

electrical wiring;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. WAGES AND/OR EARNINGS

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

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

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

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

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

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

Loon A (n.e.v.)

Ankerwikkelaar Huistoestelwerktuigkundige Huisradiotrisiën Elektrisiën Elektrisiën (ingenieurswerk) Elektronika-meganikus Passer Passer en draaier Instrumentmeganikus (industriële instrumentasie en prosesbeheer) Radiokommunikasiediensman Radio- en televisiemeganikus Koelkaswerktuigkundige (kommersieël) Walsgereedskap- en plaatpatroonmaker Plaatmetaalwerker Telekommunikasie-elektrisiën Telekommunikasiemeganikus Gereedskap-, setmaat- en stempelmaker Sweiser Vakman	Loon per uur vir werk ingedeel onder Loon A in Loontabel.

Loon AA

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

Loon D

Boog- en/of gassnywerk (n.e.v.) Handsweiswerk met meganies gevoerde elektrodes Warm- en/of kout-buigwerk en/of -fatsoenering volgens setmate en/of stuiters in kragaangedrewe persrem- en/of voumasjien Bediening van kragaangedrewe of hidrouliese pers (n.e.v.) met inbegrip van die aanbring en/of verwydering van stempels met positiewe plekbepaling (uitgesonderd boumetaalwerk) Boor- en/of versink- en/of ruimwerk (n.e.v.) met inbegrip van die gebruik van verstelbare ruimers mits hulle vooraf gestel is deur 'n Loon A- of Loon AA-werknemer, met inbegrip van die skerpmaak van bore	Loon per uur vir werk ingedeel onder Loon D in Loontabel.

(2) No employee shall be discharged by his employer as the result of the commencement of this Agreement and its application involving any change of th wage rate affecting such employee and/or description of any class of work contained in this Agreement in relation to the wage rate and classes of work as prescribed in any agreement applicable immediately prior to the commencement of this Agreement: Provided that the provisions of this subclause shall not abrogate the rights of any employer or an employee under the Termination of Employment provisions (clause 12 of Part 1 of this Agreement) in relation to the right to terminate a contract of service.

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

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

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

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

Rate A (n.e.s.)

Armature winder Domestic appliances mechanic Domestic radiotrician Electrician Electrician (engineering) Electronics mechanician Fitter Fitter and turner Instrument mechanician (industrial instrumentation and process control) Radio communications serviceman Radio and television mechanician Refrigerator mechanic (commercial) Roll tool and templet maker Sheetmetal worker Telecommunication electrician Telecommunication mechanician Tool, jig and die maker Welder Journeyman	Rate per hour for work classified at Rate A in Table of Wage Rates.

Rate AA

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

Rate D

Arc and/or gas cutting (n.e.s.) Hand welding by mechanically-fed electrodes Hot and/or cold bending and/or forming to jigs and/or stops in power-operated press brake and/or folding machine Operating power-driven or hydraulic press (n.e.s.), including the affixing and/or removal of dies where there is positive location (excluding structural metal work) Drilling and/or countersinking and/or reaming (n.e.s.), including the use of adjustable reamers provided they are pre-set by a Rate A or Rate AA employee, including the sharpening of drills	Rate per hour for work classified at Rate D in Table of Wage Rates.

Masjienwerk aan herhalingswerk d.m.v. setklemme en/of setmate en/of stuiters, waar die werksiklus met die hand uitgevoer word (uitgesonderd die opstelling, maar met inbegrip van die gebruik van vaste meters).....	Loon per uur vir werk ingedeel onder Loon D in Loontabel.
Boorwerk met setmate en/of setklemme	
Bediening van 'n enkelkop-oksiasetileenprofileer- en/of reguitsnymasjien	
Bediening van 'n kragsaag (n.e.v.), met inbegrip van afmerk met 'n meetstok en/of meetband alleenlik en met inbegrip van stelwerk aan stuiters (masjienwinkelwerk).....	
Voorlopige hegsweiswerk om werkstukke voor sweising in posisie te plaas, klink- of boutwerk (lae van hoogstens een duim lank)	
Herhalende sweiswerk en/of sweissoldeerwerk in setmate	
(Herhalende sweiswerk en/of sweissoldeerwerk in setmate beteken dat die setmaat op so 'n manier gemaak moet word dat die werknemer die grootste hoeveelheid sweis- en/of sweissoldeerwerk aan die artikel in die setmaat kan verrig, en daarna moet dieselfde werknemer die sweis van die artikel voltooi wanneer dit uit die setmaat verwyder word)	
Bediening van valsmeemasjien, met inbegrip van die verwydering en/of aanbring van stempels waar daar positiewe plekbepalings is (n.e.v.).....	
Bediening van 'n rolsmeemasjien.....	
Die slyp van gereedskap in setmate.....	
Die buig van buise en/of seksies in handmasjiene volgens patroonplate	
Metaalspuitwerk vir versieringsdoeleindes.....	
Kapwerk vir sweis- en/of kalfaterwerk.....	
Hidrouliese en/of lugdrukmasjienklinkwerk	
Bediening van outomatiese versinkte boogen/of gasbeskutte draad- en/of vloeimiddelkerndraadboogsweismasjien, met inbegrip van die opstelling daarvan	
Bediening van 'n koudsirkelsaag volgens merke en/of stuiters (boumetaalwerk) (n.e.v.).....	
Loon DD	
Herhalende bediening of oppas van halfoutomatiese masjiene waar die werksiklus kragaandrywing het en die eindpunt beheer word deur outomatiese stuiters (uitgesonderd opstelling).....	Loon per uur vir werk ingedeel onder Loon DD in Loontabel.
(Vir die toepassing van bostaande beteken "halfoutomatiese masjien" 'n masjien waarop dit nie nodig is om die werk met die hand te sentreer of in lyn te bring nie en waar die handwerksaamhede beperk is tot die laai van die werkstuk in die kloukop of vashoutoestel van die masjien, die aansit van die masjien, die aanstoot of terugtrek van die gereedskap voor en nadat die kragsiklus oorneem en die stopsit en ontlaai van die masjien.)	
Loon DDD	
Herhalende bediening of oppas van masjiene wat ontwerp is vir of permanent aangepas is vir enkelgereedskapwerk en waar dit nie nodig is om die werk te sentreer of met die hand in lyn te bring nie en waar die handwerksaamhede beperk is tot die laai van die werkstuk in die kloukop of vashoutoestel van die masjien, die aansit, bediening en/of oppas, stopsit en ontlaai van die masjien (uitgesonderd die opstelling daarvan)	Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.
Boor- en/of versinkwerk volgens setmate en/of staalpatroonplate en/of stuiters en/of ruimwerk waarby nie-verstelbare ruimers gebruik word, uitgesonderd radiaalboormasjiene (die groote van die geboorde gate mag hoogstens 26 mm wees).....	
Loon E	
Metaalspuitwerk vir beskermingsdoeleindes....	Loon per uur vir werk ingedeel onder Loon E in Loontabel.
Ru-slypwerk volgens patroonplate en/of merke en/of meters (boumetaalwerk).....	
Produksieprofielruimwerk op outomatiese en/of halfoutomatiese masjiene waar die werksaamhede voor en na stampwerk beperk is tot die laai, aansit, stopsit en ontlaai van die masjien (uitgesonderd die opstelling daarvan)	
Loon F	
Toesighouding oor werknemers wat klasse werk verrig wat laer as Loon F ingedeel is (wanneer aldus aangestel).....	Loon per uur vir werk ingedeel onder Loon F in Loontabel.

Machining on repetition work by means of fixtures and/or jigs and/or stops where the work cycle is manually operated (excluding setting up but including the use of fixed gauges)	Rate per hour for work classified at Rate D in Table of Wage Rates.
Drilling with jigs and/or fixtures.....	
Operating single-head oxy-acetylene profiling and/or straightline cutting machine	
Operating power saw (n.e.s.) including marking off with rule and/or tape only and including setting of stops (machine shop work).....	
Preliminary tack welding for positioning of jobs prior to welding, riveting or bolting up (runs of not more than one inch in length).....	
Repitition welding and/or brazing in jigs	
(Repetition welding and/or brazing in jigs means that the jig must be made in such a manner as to allow the employee to undertake the maximum amount of welding and/or brazing on the article in the jig, and thereafter the same employee must complete the weld on the article when it is removed from the jig.)	
Operating drop forging machine, including the removal and/or affixing of dies where there is positive location (n.e.s.)	
Operating roll forging machine	
Tool grinding in jigs	
Bending of tubes and/or sections in manually operated machines to templets	
Metal spraying for decorative purposes.....	
Chipping for welding and/or caulking.....	
Hydraulic and/or pneumatic gap machine riveting.....	
Operating automatic submerged arc and/or gas shielded wire and/or flux corded wire arc welding machine, including setting up.....	
Operating cold circular saw to marks and/or stops (structural metal work) (n.e.s.).....	
Rate DD	
Repetition operating of or attending semi-automatic machines where the work cycle is power-driven and the end point is controlled by automatically operating stops (excluding setting up).....	Rate per hour for work classified at Rate DD in Table of Wage Rates.
(For the purposes of the above "semi-automatic machine" is a machine on which it is not necessary to centralise or true the work by hand and manual operations are limited to loading the work piece into the chuck or holding device of the machine, setting the machine in motion, advancing or retracting the tools before and after the power cycle takes over and stopping and unloading the machine.)	
Rate DDD	
Repetition operation of or attending machines designed for or permanently adapted for a single tool operation where it is not necessary to centralise or true the work by hand and where the manual operations are limited to loading the work piece into the chuck or holding device of the machine, starting, operating and/or attending, stopping and unloading the machine (excluding setting up).....	Rate per hour for work classified at Rate DDD in Table of Wage Rates.
Drilling and/or countersinking to jigs and/or steel templets and/or stops and/or reaming using non-adjustable reamers, excluding radial drilling machines (size of drilled holes not to exceed 26 mm).....	
Rate E	
Metal spraying for protective purposes	Rate per hour for work classified at Rate E in Table of Wage Rates.
Rough grinding to templets and/or marks and/or gauges (structural metal work)	
Production broaching on automatic and/or semi-automatic machines where the operations prior to and after ramming are limited to loading, setting the machine in motion, stopping and unloading the machine (excluding setting up).....	
Rate F	
Supervising employees employed on classes of work scheduled below Rate F (when so appointed).....	Rate per hour for work classified at Rate F in Table of Wage Rates.

Loon G

Bediening van volkome outomatiese masjiene, met inbegrip van steekproefwerk van vaste mate.....
[Vir die toepassing van bostaande beteken "volkome outomatiese masjien" 'n masjien met 'n staaftoevoer of 'n masjien uitgerus met 'n outomatiese kloutoestel (d.w.s. magasyn en/of tafel- en/of meganiese armtoevoer) en waar die hand werksaamhede beperk is tot die aansit van die masjien, die voer van 'n nuwe staaf in die masjien of die laai van die magasyn, nagelang van die geval, en die stop sit van die masjien.]

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

Afwerking en/of afbaardwerk met die hand en/of met slyp- en/of verplaasbare kraggereedskap.....
Bediening van 'n valhamer .....
Bediening van 'n kraghamer in opdrag van 'n Loon A- tot Loon D-werknemer .....
Bediening van 'n handmasjien ontwerp vir of permanent aangepas vir slegs een werksaamheid, waar dit nie nodig is om die werk met die hand te sentreer of in lyn te bring nie.....
Bediening van 'n kragsaag vir herhalende snywerk volgens stuiters en/of lengtemeters, uitgesonderd opstelling van stuiters (masjienwinkelwerk) (uitgesonderd in gereedskap) ...
Bediening van 'n stuik- en/of flits- en/of projeksie- en/of weerstand- en/of puntsweismasjien
Klinkwerk (hoogstens 10 mm in deursnee).....
Herhalende saag- en/of afknip- en/of afskuifwerk volgens stuiters, uitgesonderd opstel daarvan (masjienwinkelwerk).....
Klipwerk met 'n handhamer in opdrag van 'n Loon A- tot Loon D-werknemer .....
Bediening van 'n verplaasbare hand- en/of voetstukslypmasjien waar die bediener nie volgens merke en/of meters en/of groottes en/of -plate hoef te slyp nie .....
Bediening van draadsnymasjiene, uitgesonderd die opstel daarvan.....
Aanwending van korrosiewerende en/of vuilwerende en/of beskermende lae .....
Aanbring van stroppe in opdrag van 'n Loon A- tot Loon D-werknemer .....
Hidrouliese toetswerk en/of toetswerk met lug, uitgesonderd die voorbereidingswerk .....
Metaalskuur- en/of -poleerwerk.....
Skoonmaak van metaal deur ghriesverwydering en/of bytmiddelaanwending .....
Nasny van skroefdraad en/of moerdraad en/of herwinning van moere en/of boute.....
Reguitmaak en/of platmaak van knoopplate en/of klampe.....
Stroopwerk en/of ponswerk aan smeestukke en/of stempelwerk met voorafgestelde stempels.....
Versoring van skoonmaak- en/of ghriesverwyderings- en/of suur- en/of spoel- en/of smeltmiddelbaddens .....
Skroef- en/of trap- en/of handperswerk en/of inkeepwerk en/of kragperswerk waar die werk verrig word met vooraf gestelde stempels, uitgesonderd persremme en die opstelling van stempels.....
Warmdompellaagwerk en/of galvanisering onder toesig van 'n Loon A- tot Loon D-werknemer.....
Herhalende rolbuigwerk aan materiaal van hoogstens 10-maat.....
Herhalende moerdraadsnywerk met 'n masjien
Bedekking van metaal met lae deur indompeling.....
Bediening van 'n poetstrommel.....
Sand- en/of hael- en/of water- en/of gruisblaaswerk.....
Bediening en/of oppas van eendoelmasjiene met inbegrip van die gebruik van vaste meters, waar die handwerksaamhede beperk is tot die laai, aansit, stopsit en ontlaai van die masjien, uitgesonderd die opstel daarvan .....
Ruwe reguitmaak van en/of ruwe pletwerk aan materiaal, sonder die gebruik van meetstokke en reihoute .....
Herhalende saagwerk volgens stuiters met wederkerige en/of wrywingsae (boumateriaalwerk).....

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

Rate G

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

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

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

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

Loon H

Afvalmateriaal (sny) behalwe in werkwinkel ...	Loon per uur vir werk ingedeel onder Loon H in Loontabel.
Ketel stook en/of oppas	
Hittebehandelingsoond laai en/of ontlaai en/of stook en/of uitdoof in opdrag van 'n Loon A-tot Loon D-werknemer	
Teenhou vir klinkwerk	
Klinknaels verhit	
Ontskaling deur bikking en/of skraping van skepe en/of stoomketels	
Indompeling in emalje en/of lak en/of verf	
Algemene arbeiderswerk, met inbegrip van hulpverlening aan Loon A-tot Loon B-werknemers	
Roes en/of lae verwyder	
Afval baal	
Olie en/of smeer	
Vervaardigde artikels verpak vir versending of verkoop	
Metaaletikette en/of naamplate stempel en/of aanbring	

	Loon per week R
Die werk van 'n wag	51,00

(a) Die gewone werkure mag hoogstens 12 uur per skof vir 'n werkweek van ses dae wees.

(b) Ingeval minder ure gewerk word as wat in (a) voorgeskryf word, kan die weekloon pro rata verminder word.

(c) Die Ooreenkomsvoorwaardes betreffende werkure, oortydwerk en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk is nie op hierdie klas werknemer van toepassing nie.

	Loon per uur *Sent*
Voertuie dryf:	
'n Voertuig dryf wat gelisensieer is om 'n loonvrag tot en met die volgende perke te vervoer:	
1 000 kg	133
oor 1 000 kg en tot en met 3 000 kg	142
oor 3 000 kg en tot en met 4 500 kg	180
oor 4 500 kg en tot en met 6 500 kg	198
oor 6 500 kg	202

(a) "Loonvrag" beteken die netto dravermoë of die netto vrag wat 'n voertuig mag vervoer of sleep ingevolge 'n motorvervoervrystellingsertifikaat wat deur 'n plaaslike padvervoerraad ingevolge die Wet op Padvervoer, 1977, ten opsigte van sodanige voertuig uitgereik is, met inbegrip van 'n sleepwa terwyl dit daaraan gekoppel is, of by afwesigheid van sodanige bepaling in sodanige sertifikaat die vrag gespesifiseer in 'n sertifikaat wat deur die Raad uitgereik is.

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

Leerling-ingenieurs en/of goedgekeurde studente:	
Eerste jaar leerlingskap	Loon D.
Tweede jaar leerlingskap	Loon C.
Derde jaar leerlingskap en daarna	Loon B.

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

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

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

5. WERKURE

(1) Behoudens andersluitende bepalings, is—

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

(i) werknemers op dagskof en/of nagskof;

(ii) werknemers wat volgens 'n tweeskofstelsel en/of drieskofstelsel werk;

Rate H

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

	Rate per week R
Watchman's work	51,00

(a) The ordinary hours of work shall not exceed 12 hours per shift for a six-day week.

(b) In the event of a lesser number of hours than prescribed in (a) being worked, the rate per week may be reduced pro rata.

(c) The Agreement conditions relating to hours of work, overtime and payment for work on Sundays and certain public holidays and night shift work shall not apply to this class of employee.

	Rate per hour Cents
Vehicle driving:	
Driving of any vehicle authorised to carry a pay-load—	
up to and including 1 000 kg	133
over 1 000 kg and up to 3 000 kg	142
over 3 000 kg and up to 4 500 kg	180
over 4 500 kg and up to 6 500 kg	198
over 6 500 kg	202

(a) "Pay-load" means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any Motor Carrier's Certificate of Exemption issued in respect of such vehicle by a Local Road Transportation Board, in terms of the Road Transportation Act, 1977, including any trailer while attached thereto, or in the absence of such stipulation in any such certificate, the load specified in a certificate issued by the Council.

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

Pupil engineers and/or approved students:	
First year of pupilage	Rate D.
Second year of pupilage	Rate C.
Third year of pupilage and thereafter	Rate B.

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

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

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

5. HOURS OF WORK

(1) Except as is elsewhere provided—

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

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

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

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

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

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

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

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

(6) (a) Geen vroulike werknemer mag verplig of 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) Geen vroulike werknemer mag verplig of toegelaat word om soos volg oortyd 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) langer as een uur op 'n dag na voltooiing van haar gewone werkure, tensy sy—

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

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

(ac) betyds 'n toelae van minstens 70c betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

6. OORTYDWERK EN BETALING VIR WERK OP SONDAE EN SEKERE OPENBARE FEESDAE, VAN TOEPASSING OP ALLE WERKNEMERS

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

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

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

(2) As 'n werknemer enige tyd na ses uur na voltooiing van sy gewone skof vir dringende werk uitgeroep word, moet hy een en 'n half maal sy uurloon betaal word vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en eindig wanneer hy daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het tot die gewone aanvangstyd van sy volgende gewone skof: Met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in elk geval een en 'n half maal sy uurloon betaal moet word vir die tyd wat van 24h00 af tot die gewone aanvangstyd van sy volgende gewone skof gewerk word.

(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 die uurloon betaal word vir die tyd wat hy tot die gewone aanvangstyd van die skof gewerk het.

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

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

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

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

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

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

(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 of not less than 70c in sufficient time to enable her to obtain a meal before the overtime is due to commence.

6. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND CERTAIN PUBLIC HOLIDAYS, APPLICABLE TO ALL EMPLOYEES

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

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

(b) thereafter, at one and a half times the hourly rate until the usual starting time of the employee's next normal shift: Provided that in the case of establishments working a five-day week, time worked on Saturdays shall be paid for at one and a third times the hourly rate for the first six hours, reckoned from the starting time on an ordinary working day, and at one and a 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 a half times his hourly rate for the period of time commencing when the employee leaves his home and ending when he returns there, including time worked on the job until the usual starting time of his next normal shift: Provided that an employee who is called out on urgent work shall in any case be paid at one and a half times his hourly rate for the time worked from 24h00 until the usual starting time of his next normal shift.

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

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

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

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

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

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

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

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

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

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

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

(11) Hierdie klousule betreffende betaling vir werk op Sondag geld nie vir skofte wat op Sondagnag begin in bedryfsinrigtings wat 'n tweeskof- of drieskofstelsel werk nie en waarvoor daar soos volg betaal moet word:

(a) Vir die ure voor 24h00 gewerk—een en 'n half maal die gewone uurloon, plus 10 persent;

(b) na 24h00 tot voltooiing van die skof—die gewone uurloon, plus 10 persent.

(12) Vir die toepassing van hierdie klousule—

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

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

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

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

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

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

(14) 'n Werknemer wat deur die toepassing op hom van enigeen van die bepalings van subklousule (13) gegrief voel, kan by die Raad appèl aanteken teen dié beslissing wat op hom toegepas is en die Raad kan, nadat hy

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

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

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

(8) An employee shall be given one day off in each week, and if he is employed on such day he shall be paid at the rate of one and two-third times the hourly rate for the time worked until the usual starting time next day: Provided that in no case shall he receive less than a minimum of four hours' pay at one and two-third times the hourly rate in respect of hours worked prior to 12h00. Where such work extends into the afternoon period, a minimum payment of eight hours at one and two-third times the hourly rate shall apply.

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

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

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

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

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

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

(a) For the hours worked before 24h00—at one and a half times the ordinary hourly rate plus 10 per cent;

(b) after 24h00 until completion of the shift—at the ordinary hourly rate plus 10 per cent.

(12) For the purposes of this clause—

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

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

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

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

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

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

(14) Any employee who is aggrieved by the application to him of any of the provisions of subclause (13) may appeal to the Council against the decision applied to him, and the Council may, after considering any

alle redes ondersoek het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het.

7. NAGSKOFWERK

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

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

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

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

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

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

(ii) as die ure vir die hele skof nie almal binne 'n tydperk van 18h00 tot 06h00 val nie—die loon vir gewone tyd, plus 5 persent, tot 24h00, en die loon vir gewone tyd, plus 10 persent, na 24h00.

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

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

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

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

Vir die toepassing van bogenoemde beteken "verhoogde uurloon" die gewone uurloon plus die persentasiebedrag wat daarvoor aan die einde van die skof betaalbaar is.

8. KORTTYD

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

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

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

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

9. BETALING VAN VERDIENSTE

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

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

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

reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

7. NIGHT-SHIFT WORK

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

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

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

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

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

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

(ii) when the hours for the complete shift do not fall wholly within any period from 18h00 to 06h00—at the rate of ordinary time plus 5 per cent until 04h00 and after 24h00 at the rate of ordinary time plus 10 per cent.

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

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

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

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

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

8. SHORT-TIME

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

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

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

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

9. PAYMENT OF EARNINGS

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

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

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

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

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

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

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

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

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

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

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

(h) waar 'n werkgewer, as gevolg van 'n klerklike of boekhou- of administratiewe fout of foutiewe berekening, aan 'n werknemer besoldiging betaal wat meer is as die bedrag wat wetlik betaalbaar is, is die werkgewer daarop geregtig om die bedrag van die oorbetaling te verhaal deur bedrae van latere lone en/of verdienste af te trek behoudens onderstaande bepalings:

(i) Sodanige bedrag kan van een of meer betalings van lone of verdienste afgetrek word, maar geen enkele aftrekking mag meer as 15 persent bedra van die loon of verdienste waarvan dit afgetrek word nie;

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

(iii) geen sodanige bedrag of bedrae mag afgetrek word nie tensy die werkgewer die werknemer voor die eerste aftrekking en die Raad binne sewe dae na die eerste aftrekking skriftelik in kennis stel van die omstandighede waaronder die oorbetaling geskied het, die bedrag van sodanige oorbetaling en die bedrag van die voorgestelde aftrekking of aftrekkings.

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

10. AANSPORINGSBONUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. INCENTIVE BONUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. REIS- EN VERBLYFTOELAE

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

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

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

(4) Waar 'n werknemer vanweë sy diens nie op sy gewone werkplek werk nie en sy werkgewer van hom vereis om op 'n ander plek as sy gewone woonplek te woon, moet kos en inwoning by die werk aan hom verskaf word of moet hy daarvoor betaal word. Waar daar geen hotel of ander geskikte huisvesting binne 'n redelike afstand van die werkplek af beskikbaar is nie en huisvesting op die terrein verskaf word, moet 'n verblyftoelae aan die werknemer betaal word vir elke dag wat sy werkgewer van hom vereis om op 'n ander plek as sy gewone woonplek te woon. Die daaglikse verblyftoelae moet soos volg wees:

Vir werknemers wie se werk in die Ooreenkoms onder Lone A, AA of B gelys is: R9,30;

vir werknemers wie se werk in hierdie Ooreenkoms onder Lone C, D, DD of DDD gelys is: R8,90;

vir werknemers wie se werk in hierdie Ooreenkoms onder Lone E tot H gelys is: R3,60.

Die huisvesting wat op die terrein verskaf word, moet 'n bed en 'n matras insluit. Waar die werkgewer kos op die terrein verskaf, word daar nie van hom vereis om 'n verblyftoelae te betaal nie, maar die standaard van die etes wat verskaf word, moet eweredig wees aan die toelae wat betaal sou gewees het.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. TRAVELLING AND SUBSISTENCE ALLOWANCE

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

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

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

(4) Where an employee who, by reason of his employment is away from his usual working place, is required by his employer to live away from his usual domicile, board and lodging shall be paid for or provided on the job. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance for each day he is required by his employer to live away from his usual domicile. The subsistence allowance per day shall be:

For employees whose work is scheduled in this Agreement at Rates A. AA or B: R9,30;

for employees whose work is scheduled in this Agreement at Rates C, D, DD or DDD: R8,90;

for employees whose work is scheduled in this Agreement at Rates E to H: R3,60.

The accommodation supplied shall include a bed and mattress on site. Were board is supplied by the employer on site he shall not be required to pay a subsistence allowance but the standard of the meals provided shall be commensurate with the allowance that would have been paid.

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

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

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

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

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

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

12. DIENSBEËINDIGING

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

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

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

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

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

13. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

Behoudens andersluidende bepalings is die volgende voorwaardes van toepassing:

(1) Behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, moet verlofbesoldiging soos in hierdie klousule bepaal, behoudens paragrawe (a), (b), (c) en (d) hiervan, bereken word teen die uurloon soos in hierdie Ooreenkoms omskryf wat die werknemer ontvang of geregtig is om te ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer.

(a) Die verlofbesoldiging van 'n werknemer wat sy verlof neem op die datum waarop hy daarop geregtig word of wat sy verlof neem binne vier maaande vanaf die datum waarop hy daarop geregtig word soos in subklousule (3) (f) bepaal, moet bereken word teen die skaal van toepassing op die datum waarop hy op sodanige verlof geregtig geword het: Met dien verstande dat as die werknemer se verlof op versoek van die werkgewer uitgestel en binne vier maande vanaf die kwalifikasiedatum geneem word, die werknemer sy verlofbesoldiging betaal moet word bereken teen die skaal van toepassing op die datum waarop hy met verlof gaan: Voorts met dien verstande dat indien daar 'n statutêre verhoging plaasvind gedurende die tydperk tussen die kwalifikasiedatum en die datum waarop hy van sy verlof terugkeer, sy verlofbesoldiging hoogstens sewe dae nadat hy van sy verlof teruggekeer het, aangepas moet word met terugwerkende krag vanaf die datum van inwerkingtreding van sodanige verhoging.

(b) Die verlofbesoldiging van die werknemer aan wie die Raad op sy versoek vrystelling verleen het om sy verlof te neem ná die tydperk van vier maande soos in subklousule (3) (f) bepaal, moet, behoudens die voorwaardes in die vrystellingsertifikaat vervat, bereken word teen die skaal van toepassing op die datum waarop die werknemer op verlof geregtig geword het: Met dien verstande altyd dat die toepaslike skaal vir die doel van hierdie berekening, behoudens subparagrawe (i) en (ii) hiervan, dié statutêre verhoging moet insluit wat van krag geword het ná die datum waarop die werknemer vir verlof gekwalifiseer het.

(i) In die geval van 'n werknemer wat ingevolge subklousule (3) op drie agtereenvolgende weke verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van drie weke vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(ii) In die geval van 'n werknemer wat ingevolge subklousule (9) op vier agtereenvolgende weke verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van enige statutêre verhoging wat van krag geword het binne 'n tydperk van vier weke vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(c) Die verlofbesoldiging van 'n werknemer wie se verlof op versoek van die werkgewer, en slegs nadat daar om vrystelling aansoek gedoen is en dit deur die Raad toegestaan is, uitgestel word tot ná die tydperk van vier maande waarvoor daar in subklousule (3) (f) voorsiening gemaak word, moet, behoudens die voorwaardes in die vrystellingsertifikaat vervat, bereken word teen die loon wat van toepassing is op die datum waarop die werknemer werklik met verlof gaan. Indien daar 'n statutêre verhoging voorkom terwyl die werknemer met verlof is, moet die werkgewer die verlofbesoldiging hoogstens sewe dae nadat die werknemer van sy verlof teruggekeer het, aanpas met die bedrag van sodanige verhoging met terugwerkende krag vanaf die datum waarop die verhoging van krag geword het.

(d) Ondanks andersluidende bepalings, moet die werkgewer aan 'n werknemer wat opgeroep word om die aanvangstydperk van nasionale diens ingevolge die Verdedigingswet, 1957, te ondergaan, voor die aanvang van genoemde tydperk alle verlofbesoldiging betaal wat ingevolge klousule 13 verskuldig is asook alle verlofbonusse wat ingevolge klousule 14 van hierdie Deel verskuldig is.

Betaling van die verlofbesoldiging en die verlofbonus in hierdie omstandighede moet geensins vertolk word as diensbeëindiging of as vrystelling van die werkgewer van sy verpligtinge ingevolge die Verdedigingswet, 1957, of van 'n ander statutêre bepaling solank so 'n werknemer militêre diens ondergaan nie.

12. TERMINATION OF EMPLOYMENT

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

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

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

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

(3) For the purposes of this clause, Saturday shall not be considered as a clear working day. Notice to terminate a contract of service at finishing time on Saturday shall be given prior to 12h00 on Friday.

13. LEAVE AND UNEMPLOYMENT PAY

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

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall, subject to paragraphs (a), (b), (c) and (d) hereof, be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive at the date of qualification for his paid leave.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto as provided for in subclause (3) (f), shall be calculated at the rate applicable as at the date on which he became entitled to such leave: Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave: Provided further that if any statutory increase occurs during the period between qualification date and date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom the Council has granted an exemption at his own request to take his leave after the four month period provided for in subclause (3) (f) shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable at the date on which the employee became entitled to leave: Provided always that, for the purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include such statutory increase which came into effect subsequent to the date on which the employee qualified for leave.

(i) In the case of an employee entitled to three consecutive weeks' paid leave in terms of subclause (3), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of three weeks from the date on which the employee qualified for the leave.

(ii) In the case of an employee entitled to four consecutive weeks' paid leave in terms of subclause (9), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of four weeks from the date on which the employee qualified for leave.

(c) The leave pay of an employee whose leave, at the request of the employer, and only after an exemption has been applied for and been granted by the Council, is postponed beyond the four month period provided for in subclause (3) (f), shall subject to the conditions contained in the certificate of exemption be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay retrospective from the date on which such increase became effective by the amount of such increase.

(d) Notwithstanding any provisions to the contrary, where an employee is called upon to undergo the initial period of national service in terms of the Defence Act, 1957, the employer shall, prior to the commencement of the said period, pay to such employee all leave due in terms of clause 13 and all leave bonuses due in terms of clause 14 of this Part.

Payment of the leave pay and leave bonus under these circumstances shall in no way be construed as termination of employment or absolving the employer from his obligations in terms of the Defence Act, 1957, or any other statutory enactment whilst such employee is undergoing military service.

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

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

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

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

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

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

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

(iii) 'n tydperk van afwesigheid weens siekte van altesame hoogstens 52 skofte of agt en twee derde kalenderweke, na gelang van die geval, in 'n jaar diens, vir verlofdoeleindes tel: Met dien verstande dat 'n werkgewer geregtig is om van die werknemer te vereis om, as bewys van die oorsaak van afwesigheid, 'n doktersertifikaat voor te lê. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes tel: Met dien verstande dat daardie ongeluk geag word binne die bepalings van die Ongevallewet, 1941 te val, en dat die tydperk van afwesigheid wat vir verlofdoeleindes tel, die tydperk van ongeskiktheid is wat in genoemde Wet erken word;

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

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

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

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

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

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

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

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

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

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

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

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

(iii) any period of absence on account of sickness aggregating not more than 52 shifts or eight and two-thirds calendar weeks, as the case may be, in any one year of service shall count for leave purposes: Provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes: Provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, 1941, and the periods of absence counting for leave purposes shall be the periods of disablement admitted by the said Act;

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

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

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

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

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

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

(f) 'n Werknemer is geregtig op verlof en moet dit neem binne vier maande vanaf die datum waarop dit aan hom toeval, tensy vrystelling deur die Raad verleen word: Met dien verstande dat, in die geval van werknemers wat werk verrig wat gelys is onder Loon E tot en met Loon H, indien so 'n werknemer skriftelik daartoe ingestem het, voor die verstryking van genoemde tydperk van vier maande, sy werkgewer sodanige verlof aan hom kan toestaan vanaf 'n datum hoogstens twee maande na die verstryking van genoemde tydperk van vier maande.

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

(4) (a) Aan die einde van elke kalendermaand en hoogstens 15 dae na die einde van sodanige kalendermaand moet elke werkgewer aan die Sekretaris van die Raad 'n bedrag stuur wat gelyk is aan die verlofbesoldiging waarop al of enigeen van sy werknemers ten opsigte van genoemde kalendermaand geregtig is, en 'n bewys uitreik wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en die getal skofte vermeld wat vir verlofdoeleindes tel, min die bedrae wat regtens vir inkomstebelasting afgetrek moet word. 'n Afskrif van hierdie betaalbewys moet aan die betrokke werknemer oorhandig word.

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

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

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

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

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

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

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

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

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

(f) 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: Provided that, in respect of employees engaged on work scheduled at Rates E to H inclusive, if such an employee has agreed thereto, in writing, before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

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

(4) (a) At the end of each and every calendar month and not later than 15 days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the leave pay to which all or any of his employees is entitled in respect of the said calendar month, and shall furnish a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes less any deductions compelled by law for income tax. A copy of this voucher shall be handed to the employee concerned.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Wanneer 'n werknemer wat ooreenkomstig paragraaf (a), vir sy sesde verlof met besoldiging kwalifiseer slegs 'n gedeelte van die kwalifiseringstydperk vir die eerste verlof met besoldiging in die diens van die betrokke werkgewer was, is hy geregtig op dié gedeelte van die ekstra week verlof met besoldiging of dié waarde-ekwivalent daarvan wat eweredig is aan die verlofkwalifikasie wat hy ten opsigte van die eerste verlof met besoldiging by daardie werkgewer verwerf het. Wanneer die werknemer vir 'n daaropvolgende agtereenvolgende verloftydperk met besoldiging kwalifiseer, is paragrawe (a) en (b) *mutatis mutandis* van toepassing.

(b) By die beëindiging van die diens van 'n werknemer wat op die waarde-ekwivalent van die addisionele verlof met besoldiging waarvoor daar in hierdie subklousule voorsiening gemaak word, geregtig geword het maar dit nog nie ontvang het nie, moet hy betaal word vir sodanige ekstra verlof met besoldiging waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

(10) Behoudens andersluidende bepalings hierin, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgewer in diens tree of die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en sodanige diens sluit in die tydperk waartydens 'n werknemer afwesig is vir militêre diens ingevolge die Verdedigingswet, 1957: Met dien verstande dat 'n werknemer hoogstens die volgende van sodanige militêre dienstydperk as diens kan eis:

(a) Agt maande ten opsigte van 'n eerste tydperk van 24 maande of langer;

(b) ses maande ten opsigte van 'n eerste tydperk van 18 maande; of

(c) vier maande ten opsigte van 'n eerste tydperk van 12 maande; en

(d) 30 dae ten opsigte van die daaropvolgende tydperk van sodanige diens.

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

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

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

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

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

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

14. VERLOFBONUS

(1) Hierdie klousule is nie op werknemers wat kragtens Deel II van hierdie Ooreenkoms in diens is of op kwekelinge van toepassing nie.

(2) Vir die toepassing van hierdie klousule beteken—

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

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

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

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

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

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

(c) Where an employee qualifying for his sixth paid holiday in terms of paragraph (a) 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 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 paragraphs (a) and (b) shall *mutatis mutandis* apply.

(d) 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 subclause, he shall be paid for such extra paid leave as he has qualified for and not received.

(10) 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 the date on which he last became entitled to the paid leave, whichever is the later, and shall include any period during which an employee is absent undergoing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than—

(a) eight months in respect of a first period of 24 months or longer;

(b) six months in respect of a first period of 18 months; or

(c) four months in respect of a first period of 12 months; and

(d) 30 days in respect of any subsequent period of such service.

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

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

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

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

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

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

14. LEAVE BONUS

(1) This clause shall not apply to employees employed in terms of Part II of this Agreement or trainees.

(2) For the purposes of this clause—

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

Die verlofbonus moet bereken word teen die gelyste loon van toepassing op die datum waarop die werknemer werklik met verlof gaan: Met dien verstande dat in die geval van 'n werknemer wat sy diens beëindig of wie se diens deur sy werkgewer beëindig word, die verlofbonus bereken moet word teen die gelyste loon van toepassing op die datum van beëindiging van sodanige diens.

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

	Eerste verlof-siklus	Tweede verlof-siklus	Derde verlof-siklus	Vierde of ver-dere verlof-siklusse
	R	R	R	R
Waar die werknemer se gelyste loon hoogstens 113c per uur is en werknemers wat die werk van 'n wag verrig.....	55	65	74	82
Waar die werknemer se gelyste loon meer as 113c per uur maar hoogstens 161,5c per uur is	76	90	104	119
Waar die werknemer se gelyste loon meer as 161,5c per uur maar hoogstens 192,5c per uur is	164	186	208	233
Waar die werknemer se gelyste loon meer as 192,5c per uur maar hoogstens 207c per uur is.....	183	209	233	258
Waar die werknemer se gelyste loon meer as 207c per uur maar hoogstens 245,5c per uur is	261	296	331	367
Waar die werknemer se gelyste loon meer as 245,5c per uur is	283	322	361	402

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

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

	R
Eerste jaar se verlofkwalifikasie	130
Tweede jaar se verlofkwalifikasie	159
Derde jaar se verlofkwalifikasie	180
Vierde jaar se verlofkwalifikasie.....	280

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

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

	R
tot en met 1 000 kg	99
meer as 1 000 kg en tot en met 3 000 kg.....	121
meer as 3 000 kg en tot en met 4 500 kg.....	136
meer as 4 500 kg	214

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

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

Die werkgewer moet die bedrag op 'n bewys invul wat aan die werknemer verstrek moet word en wat die getal skofte meld wat tel vir die bonus wat pro rata maandeliks bereken moet word, en binne 15 dae na die einde van elke maand 'n afskrif daarvan aan die Sekretaris van die Raad stuur, tesame met die geldekwivalent van die verlofbesoldiging in klousule 13 (4) (a) van hierdie Deel van die Ooreenkoms vermeld.

Leave bonus shall be calculated at the scheduled rate applicable on the date on which the employee actually proceeds on leave: Provided that in the case of an employee who terminates his service or whose employment is terminated by the employer, leave bonus shall be calculated at the scheduled rate applicable on the date of termination of such employment.

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

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 113c per hour and employees employed on watchman's work	55	65	74	82
Where the employee's scheduled rate exceeds 113c per hour but does not exceed 161,5c per hour	76	90	104	119
Where the employee's scheduled rate exceeds 161,5c per hour but does not exceed 192,5c per hour	164	186	208	233
Where the employee's scheduled rate exceeds 192,5c per hour but does not exceed 207c per hour	183	209	233	258
Where the employee's scheduled rate exceeds 207c per hour but does not exceed 245,5c per hour	261	296	331	367
Where the employee's scheduled rate exceeds 245,5c per hour.....	283	322	361	402

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

(a) *Apprentices*.—A leave bonus per annum calculated at date of qualification for the paid leave in first, second, third and fourth leave cycles whilst they are apprentices:

	R
First year leave qualification	130
Second year leave qualification	159
Third year leave qualification	180
Fourth year leave qualification.....	280

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

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

	R
up to and including 1 000 kg	99
over 1 000 kg and up to 3 000 kg.....	121
over 3 000 kg and up to 4 500 kg.....	136
over 4 500 kg.....	214

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

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

The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus, calculated pro rata monthly, a copy of which shall be forwarded to the Secretary of the Council within 15 days after the end of each and every month, along with the money equivalent of the leave payments referred to in clause 13 (4) (a) of this Part of the Agreement.

(b) Vir die toepassing van hierdie subklousule—

moet die gled wat vir die spesiale bonus betaalbaar is aan 'n werknemer wat op die punt staan om sy verlof te neem, aan hom betaal word wanneer hy ophou werk om met verlof te gaan en wel by die kantoor van die Raad gedurende die voorgeskrewe ure, behoudens andersluidende bepalings in klousule 13 (4) (b) van Deel I van die Ooreenkoms, in welke geval subklousule (4) (b) (i) en (ii) *mutatis mutandis* van toepassing is op die bonusgeld in klousule 14 (3) van hierdie Deel van die Ooreenkoms vermeld.

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

15. REGISTRASIE VAN WERKNEMERS

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

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

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

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

16. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR

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

17. BUITEWERK EN DIE HUUR VAN ARBEID

(1) Behoudens subklousule (2)—

(a) mag geen werkgewer van 'n werknemer vereis of hom toelaat om 'n klas werk wat deur hierdie Ooreenkoms gedek word elders as in sy bedryfsinrigting te onderneem nie, behalwe in gevalle waar sodanige werk verrig word ter uitvoering of voltooiing van 'n bestelling wat by daardie werkgewer geplaas is, en mag geen werkgewer van 'n werknemer van 'n ander werkgewer vereis of hom toelaat om namens hom 'n klas werk wat deur hierdie Ooreenkoms gedek word, te onderneem nie, behalwe waar sodanige werk ter uitvoering of voltooiing is van 'n bestelling wat deur daardie werkgewer by die ander werkgewer geplaas is; en

(b) mag geen werknemer bestellings vra of neem vir 'n klas werk wat deur hierdie Ooreenkoms gedek word of sodanige werk onderneem vir verkoop en/of vir wins òf vir homself òf namens 'n ander persoon of firma terwyl hy in die diens is van 'n werkgewer wat by die Nywerheid betrokke is nie.

(2) Geen werkgewer mag die dienste van 'n werknemer van iemand huur of aan iemand verhuur nie tensy sodanige persoon 'n werkgewer is wat by die Elektrotegniese Aannemings-en-bedieningsnywerheid (Kaap) soos in hierdie Ooreenkoms omskryf, betrokke is en 'n bedryfsinrigting bestuur wat as 'n fabriek of werkplek geregistreer is ingevolge die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, en wat betrokke is by 'n werksaamheid of werksaamhede wat val binne die Elektrotegniese Aannemings-en-bedieningsnywerheid (Kaap), soos omskryf.

18. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad 'n werkgewer of werknemer vrystel van enigeen van die bepalings van hierdie Ooreenkoms en die Aanhangsels daarvan. Daar moet by die Sekretaris van die Raad om vrystelling aansoek gedoen word.

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

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

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

(b) For the purposes of this subclause—

when an employee is about to take his leave, the moneys payable to him for the special bonus shall be paid to him on his ceasing work to go on leave, at the offices of the Council during the prescribed hours, except as is provided for under clause 13 (4) (b) of Part I of the Agreement, in which case the provisions of subclause (4) (b) (i) and (ii) shall *mutatis mutandis* apply to such bonus moneys as are referred to under clause 14 (3) of this Part of the Agreement.

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

15. REGISTRATION OF EMPLOYEES

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

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

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

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

16. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

17. OUTWORK AND HIRE OF LABOUR

(1) Save as provided in subclause (2)—

(a) no employer shall require or allow an employee to undertake any class of work covered by this Agreement elsewhere than in his establishment, except where such work is in execution or completion of any order placed with that employer, and no employer shall require or allow any employee of any other employer to undertake on his behalf any class of work covered by this Agreement, except where such work is in execution or completion of an order placed by the employer with the other employer; and

(b) no employee shall solicit or take orders for or undertake any class of work covered by this Agreement for sale and/or for gain either on his own account or on behalf of any other person or firm whilst he is in the employ of any employer engaged in the Industry.

(2) No employer shall hire the services of any employee to or from any person unless such person is an employer engaged in the Electrical Contracting and Servicing Industry (Cape) as defined in this Agreement and conducts an establishment registered as a factory or works in terms of the Factories, Machinery and Building Work Act, 1941, engaged in an activity or activities falling within the Electrical Contracting and Servicing Industry (Cape) as defined.

18. EXEMPTIONS

(1) The Council may, subject to the proviso to section 51 (3) of the Act, grant exemption from any of the provisions of this Agreement and Annexures thereto to any employer or employee. Applications 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 deem fit, after one week's notice has been given, in writing, to the person concerned, withdraw any licence of exemption whether or not the period for which such exemption was granted has expired.

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

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

(4) Die Raad moet—

(a) alle sertifikate wat uitgereik is agtereenvolgens laat nommer;

(b) 'n afskrif van elke sertifikaat wat uitgereik is, behou;

(c) 'n afskrif van die sertifikaat aan die betrokke werkgewer laat stuur wanneer vrystelling aan 'n werknemer verleen is.

19. TOESIGHOUDENDE WERK

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

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

20. INDIENSNEMING VAN VAKVERENIGINGARBEID

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

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

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

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

21. WERKENDE VENNOTE

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

22. GETALSVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER WERKNEMERS

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

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

23. ADMINISTRASIE VAN OOREENKOMS

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

24. VERTONING VAN KENNISGEWINGS

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

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

25. AGENTE

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

26. KOS EN INWONING

Daar mag van geen werknemer vereis word om as deel van sy dienskontrak kos of inwoning of albei van sy werkgewer aan te neem of om van sy werkgewer goedere te koop of eiendom te huur nie. Waar 'n werknemer toestem om kos of inwoning of albei van sy werkgewer aan te neem, kan die werkgewer van so 'n werknemer se loon of verdienste dié bedrag aftrek vir die betaling van kos of inwoning of albei waaroor hulle ooreengekom het: Met dien verstande dat die Raad vooraf van genoemde aftrekkings en van die bedrag daarvan skriftelik in kennis gestel moet word.

(4) The Council shall cause—

(a) all licences issued to be numbered consecutively;

(b) a copy of each licence issued to be retained;

(c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

19. SUPERVISORY WORK

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

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

20. EMPLOYMENT OF TRADE UNION LABOUR

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

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

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

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

21. WORKING PARTNERS

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

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

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

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

23. ADMINISTRATION OF AGREEMENT

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

24. EXHIBITION OF NOTICES

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

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

25. AGENTS

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

26. BOARD AND LODGING

No employee shall be required as part of his contract of service to acccept board or lodging or both from his employer, or to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from his employer the employer may deduct from such employee's wages or earning such amount as agreed upon for the payment of board or lodging or both: Provided that the Council is notified in writing prior to the said deductions being made and as to the amount thereof.

27. 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 Siekebesoldigingsfonds van die Elektrotegniese Aannemings-en-bedieningsnywerheid (Kaap), 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 tot 'n maksimum van drie dae.

(2) Wanneer 'n werknemer van sy werk afwesig is weens 'n besering of ongeskiktheid wat binne die bestek van die Ongevallewet, 1941, val en sodanige werknemer nie deur die bepalings van die Siekebesoldigingsfonds van die Elektrotegniese Aannemings-en-bedieningsnywerheid (Kaap) 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 op die dag of dae van sy werk afwesig is en wel vir hoogstens die eerste week van sodanige afwesigheid: Met dien verstande dat geen betaling ooreenkomstig hierdie subklousule mag geskied gedurende 'n tydperk ten opsigte waarvan ongeskiktheidstoelaes ingevolge genoemde Wet betaalbaar is nie.

28. REGISTRASIE VAN WERKGEWERS

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

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

(i) Sy volle naam;

(ii) sy adres;

(iii) die bedrywe of werksaamhede wat deur hom uitgeoefen word.

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

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

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

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

29. UITGAWES VAN DIE RAAD

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

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

(2) Elke werknemer en elke werkgewer moet ooreenkomstig die volgende skaal to die Raadsfondse bydra:

Klas	Kolom A	Kolom B	Kolom C
		Werknemer se bydraes	Werkgewers se bydraes
		Per week	Per week
		c	c
I	Werknemers wie se voorgeskrewe loon R3,20 of meer per uur is	15,0	15,0
II	Werknemers wie se voorgeskrewe loon R2 of meer maar minder as R3,20 per uur is	12,0	12,0
III	Werknemers wie se voorgeskrewe loon R1,25 of meer maar minder as R2 per uur is	7,5	7,5
IV	Werknemers wie se voorgeskrewe loon R1,18 of meer maar minder as R1,25 per uur is	4,5	4,5
V	Algemene arbeiders, ongeag die lone wat betaal word.....	1,5	1,5

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

27. INJURY ON DUTY ALLOWANCE

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

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

28. REGISTRATION OF EMPLOYERS

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

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

(i) His full name;

(ii) his address;

(iii) the trades or occupations carried out by him.

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

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

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

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

29. EXPENSES OF THE COUNCIL

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

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

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

Class	Column A	Column B	Column C
		Employee's contributions	Employer's contributions
		Per week	Per week
		c	c
I	Employees whose prescribed rate is R3,20 per hour or more.....	15,0	15,0
II	Employees whose prescribed rate is R2 per hour or more, but less than R3,20	12,0	12,0
III	Employees whose prescribed rate is R1,25 per hour or more, but less than R2	7,5	7,5
IV	Employees whose prescribed rate is R1,18 per hour or more, but less than R1,25	4,5	4,5
V	General labourers, irrespective of the wages paid	1,5	1,5

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

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

(5) In elke geval waar die totale bedrag wat kragtens subklousule (4) betaalbaar is minder as R1,50 bedra, moet die totale bedrag wat in subklousule (4) voorgeskryf word deur die werkgewer aangevul word met sodanige bedrag as wat die totaal 'n minimum betaling van R1,50 vir elke maand sal maak.

30. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

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

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

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

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

31. SPESIALE TOELAES

(1) *Toelae vir buitengewoon vuil werk.*—(a) Wanneer daar van 'n werknemer (behalwe 'n werknemer wat spesiaal in diens is as 'n skoonmaker) vereis word om buitengewoon vuil werk te verrig, moet hy, bo en behalwe ander besoldiging waarop hy ooreenkomstig hierdie Ooreenkoms geregtig is, 'n toelae van 30c per skof of gedeelte daarvan betaal word.

(b) Wanneer 'n werknemer die ure van 'n gewone skof voltooi het of 'n skof waarin hy buitengewoon vuil werk verrig het, moet hy, wanneer hy minstens vier uur lank buitengewoon vuil werk as oortydwerk verrig het, 'n verdere 30c betaal word.

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

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

32. DIENSSERTIFIKAAT

Wanneer 'n werknemer by diensbeëindiging 'n werkgewer aldus versoek, moet hy aan eersgenoemde 'n dienssertifikaat verskaf waarop die volle naam van die werkgewer en 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 verstaande dat waar in hierdie Ooreenkoms die loon van 'n werknemer volgens die duur van diens bepaal word, dit die plig van die werknemer is om 'n dienssertifikaat aan sy nuwe werkgewer by diensverandering voor te lê ten einde op dié besoldinging wat vir die duur van diens voorgeskryf is, geregtig te word.

33. SIEKTEVERLOF MET BESOLDIGING

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

(a) *Tydens 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

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

(5) In any instance where the total amount payable under subclause (4) is less than R1,50 the total amount referred to in subclause (4) shall be supplemented by the employer by such amount as to make the total a minimum payment of R1,50 in each month.

30. STORAGE, INSURANCE AND PROVISION OF TOOLS

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

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

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

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

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

31. SPECIAL ALLOWANCES

(1) *Abnormally dirty work allowance.*—(a) Where an employee (other than an employee expressly engaged as a cleaner) is required to work on abnormally dirty work, he shall, in addition to any other remuneration to which he is entitled under this Agreement be paid an allowance of 30c per shift or part thereof.

(b) Where an employee has completed the hours of an ordinary shift or a shift on abnormally dirty work, he shall when he works overtime on abnormally dirty work for not less than four hours, be paid a further 30c.

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

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

32. CERTIFICATE OF SERVICE

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

33. 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 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 aaneenlopende diens daarna.*—(i) In die geval van 'n werknemer wat vyf dae per week werk, altesaam minstens 10 werk dae tydens 'n 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 werkdae tydens 'n daaropvolgende tydperk van 12 agtereenvolgende maande diens by die werkgewer.

(2) 'n Werkgewer moet aan die werknemer vir elke dag van afwesigheid soos in subklousule (1) bepaal '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 mediese sertifikaat voor te lê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en die duur van die werknemer se siekte of besering vermeld, voordat 'n bedrag kragtens hierdie subklousule aan die werknemer betaal word ten opsigte van 'n tydperk van afwesigheid van sy werk van meer as twee agtereenvolgende dae; en

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

(iii) die werkgewer van die werknemer kan vereis om 'n mediese sertifikaat, soos voormeld, ten opsigte van afwesigheid van sy werk op die werkdag onmiddellik voor en/of na 'n Sondag of enigeen van die openbare vakansiedae wat in klousule 13 (2) van hierdie Deel van die Ooreenkoms of in klousule 3 (2) van Deel II gespesifiseer is, voor te lê.

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

(4) Hierdie klousule is nie van toepassing op werkgewers en werknemers van wie vereis word om by te dra tot die Siektebystandsfonds van die Nywerheidsraad vir die Elektrotegniese Aannemings-en-bedieningsnywerheid (Kaap) ingevolge die Siektebystandsfondsooreenkoms nie, of op werkgewers en hul werknemers wat deelnemers is in of 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 as dié uiteengesit in die Siektebystandsfondsooreenkoms nie en ten opsigte waarvan vrystelling deur die Raad van die bepalings van die Siektebystandsfondsooreenkoms toegestaan is of toegestaan word terwyl sodanige fonds, organisasie of skema bly funksioneer en beide die werkgewer en die werknemers deelnemers daarin is.

(5) Ondanks andersluidende bepalings van hierdie klousule, is geen werknemer geregtig op siekteverlof met besoldiging nie—

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

(b) ten opdigte van openbare vakansiedae met besoldiging soos in hierdie Ooreenkoms gespesifiseer, of ten opsigte van 'n gedeelte van die verlof met besoldiging in klousule 13 van hierdie Deel van die Ooreenkoms of in klousule 3 van Deel II bedoel.

(6) Vir die toepassing van hierdie klousule, omvat "diens" alle tydperke waartydens 'n werknemer—

(a) ingevolge Deel I en Deel II van hierdie Ooreenkoms met verlof met besoldiging is;

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

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

(d) ingevolge die Verdedigingswet, 1957, militêre diens doen vir 'n tydperk van hoogstens vier maande.

DEEL II

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

1. INLEIDING

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

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

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

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

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

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

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

(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 (2) of this Part of the Agreement or in clause 3 (2) of Part II.

(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 Industrial Council for the Electrical Contracting and Servicing Industry (Cape) Sick Pay Fund in terms of the 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);

(b) in respect of paid public holidays as specified in this Agreement, or in respect of any portion of the paid leave referred to in clause 13 of this Part of the Agreement or in clause 3 of Part II.

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

(a) is on paid leave in terms of Part I and II 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 doing military service in pursuance of the Defence Act, 1957, for up to four months of any period of such service.

PART II

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

1. INTRODUCTION

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

2. WOORDOMSKRYWING

(1) Vir die toepassing van hierdie klousule beteken—

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

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

3. VERLOF- EN WERKLOOSHEIDSBESOLDIGING

(1) Behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, moet verlofbesoldiging soos in hierdie klousule bepaal, behoudens paragrawe (a), (b), (c) en (d) hiervan, bereken word teen die uurloon soos in hierdie Ooreenkoms omskryf wat die werknemer ontvang of geregtig is om te ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer.

(a) Die verlofbesoldiging van 'n werknemer wat sy verlof neem op die datum waarop hy daarop geregtig word of wat sy verlof neem binne vier maande vanaf die datum waarop hy daarop geregtig word soos in subklousule (3) (f) bepaal, moet bereken word teen die skaal van toepassing op die datum waarop hy op sodanige verlof geregtig word: Met dien verstande dat as die werknemer se verlof op versoek van die werkgewer uitgestel en binne vier maande vanaf die kwalifikasiedatum geneem word, die werknemer sy verlofbesoldiging betaal moet word bereken teen die skaal van toepassing op die datum waarop hy met verlof gaan: Voorts met dien verstande dat indien daar 'n statutêre verhoging plaasvind gedurende die tydperk tussen die kwalifikasiedatum en die datum waarop hy van sy verlof terugkeer, sy verlofbesoldiging hoogstens sewe dae nadat hy van sy verlof teruggekeer het, aangepas moet word met terugwerkende krag vanaf die datum van inwerkingtreding van sodanige verhoging.

(b) Die verlofbesoldiging van 'n werknemer aan wie die Raad op sy versoek vrystelling verleen het om sy verlof te neem ná die tydperk van vier maande soos in subklousule (3) (f) bepaal, moet, behoudens die voorwaardes in die vrystellingsertifikaat vervat, bereken word teen die skaal van toepassing op die datum waarop die werknemer op verlof geregtig geword het: Altyd met dien verstande dat die toepaslike skaal vir die doel van hierdie berekening, behoudens subparagrawe (i) en (ii) hiervan, dié statutêre verhoging moet insluit wat van krag geword het ná die datum waarop die werknemer vir verlof gekwalifiseer het.

(i) In die geval van 'n werknemer wat ingevolge subklousule (3) op twee agtereenvolgende weke en drie dae verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van die statutêre verhoging wat van krag geword het binne 'n tydperk van twee weke en drie dae vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(ii) In die geval van 'n werknemer wat ingevolge subklousule (9) op drie agtereenvolgende weke en drie dae verlof met besoldiging geregtig is, moet die verlofbesoldiging aangepas word vanaf die datum van inwerkingtreding van die statutêre verhoging wat van krag geword het binne 'n tydperk van drie weke en drie dae vanaf die datum waarop die werknemer vir verlof gekwalifiseer het.

(c) Die verlofbesoldiging van 'n werknemer wie se verlof op versoek van die werkgewer, en slegs nadat daar om vrystelling aansoek gedoen is en dit deur die Raad toegestaan is, uitgestel word tot ná die tydperk van vier maande waarvoor daar in subklousule (3) (f) voorsiening gemaak word, moet, behoudens die voorwaardes in die vrystellingsertifikaat vervat, bereken word teen die loon wat van toepassing is op die datum waarop die werknemer werlik met verlof gaan. Indien daar 'n statutêre verhoging voorkom terwyl die werknemer met verlof is, moet die werkgewer die verlofbesoldiging hoogstens sewe dae nadat die werknemer van sy verlof teruggekeer het, aanpas met die bedrag van sodanige verhoging met terugwerkende krag vanaf die datum waarop die verhoging van krag geword het.

(d) Ondanks andersluidende bepalings, moet die werkgewer aan 'n werknemer wat opgeroep word om die aanvangstydperk van nasionale diens ingevolge die Verdedigingswet, 1957, te ondergaan, voor die aanvang van genoemde tydperk alle verlofbesoldiging betaal wat ingevolge klousule 3 verskuldig is asook alle verlofbonusse wat ingevolge klousule 4 van hierdie Deel verskuldig is.

Betaling van die verlofbesoldiging en die verlofbonus in hierdie omstandighede moet geensins vertolk word as diensbeëindiging of as vrystelling van die werkgewer van sy verpligtinge ingevolge die Verdedigingswet, 1957, of van 'n ander statutêre bepaling solank so 'n werknemer militêre diens ondergaan nie.

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

2. DEFINITIONS

(1) For the purposes of this clause—

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

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

3. LEAVE AND UNEMPLOYMENT PAY

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall, subject to paragraphs (a), (b), (c) and (d) hereof, be computed at the hourly rate as defined in this Agreement which the employee is receiving or entitled to receive at the date of qualification for his paid leave.

(a) The leave pay of an employee who takes leave on the date on which he becomes entitled thereto, or who takes leave within four months from the date on which he becomes entitled thereto as provided for in subclause (3) (f), shall be calculated at the rate applicable as at the date on which he becomes entitled to such leave: Provided that if the employee's leave is deferred at the request of the employer and is taken within four months from the date of qualification, the employee shall be paid his leave pay calculated at the rate applicable on the date on which he proceeds on leave: Provided further that, if any statutory increase occurs during the period between qualification date and date of return from leave, his leave pay shall, not later than seven days after he has returned from leave, be adjusted retrospective from the date of coming into force of such increase.

(b) The leave pay of an employee in respect of whom the Council has granted an exemption at his own request to take his leave after the four-month period provided for in subclause (3) (f), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable at the date on which the employee became entitled to leave: Provided always that, for purposes of this calculation, the rate applicable shall, subject to subparagraphs (i) and (ii) hereof, include such statutory increase which came into effect subsequent to the date on which the employee qualified for leave.

(i) In the case of an employee entitled to two consecutive weeks' and three days' paid leave in terms of subclause (3), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of two weeks and three days from the date on which the employee qualified for the leave.

(ii) In the case of an employee entitled to three consecutive weeks' and three days' paid leave in terms of subclause (9), the leave pay shall be adjusted from the date of coming into force of any statutory increase which became effective within a period of three weeks and three days from the date on which the employee qualified for leave.

(c) The leave pay of an employee whose leave, at the request of the employer, and only after an exemption had been applied for and been granted by the Council, is postponed beyond the four-month period provided for in subclause (3) (f), shall, subject to the conditions contained in the certificate of exemption, be calculated at the rate applicable on the date on which the employee actually proceeds on leave. If any statutory increase occurs whilst the employee is on leave, the employer shall, not later than seven days after the employee has returned from leave, adjust the leave pay retrospective from the date on which such increase became effective by the amount of such increase.

(d) Notwithstanding any provisions to the contrary, where an employee is called upon to undergo the initial period of national service in terms of the Defence Act, 1957, the employer shall, prior to the commencement of the said period, pay to such employee all leave pay due in terms of clause 3 and all leave bonuses due in terms of clause 4 of this Part.

Payment of the leave pay and leave bonus under these circumstances shall in no way be construed as termination of employment or absolving the employer from his obligations in terms of the Defence Act, 1957, or any other statutory enactment whilst such employee is undergoing military service.

(2) (a) All public holidays in terms of the Public Holidays Act, 1952, shall be paid public holidays in respect of which an employee shall be paid not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week: Provided that whenever any such public holiday falls on a Saturday, an employee who does not normally work on a Saturday shall be paid at his average ordinary hourly rate for the number of hours he would have been paid if the holiday fell within the period of Monday to Friday inclusive:

wat kragtens subklousule (3) van hierdie klousule met verlof met besoldiging is nie. By die toepassing van hierdie subklousule is die gemiddelde gewone uurloon van werknemers wat volgens 'n aansporingsbonusstelsel werk, die loon wat in hierdie Ooreenkoms vasgestel is vir die klas werk wat verrig word.

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

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

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

(a) Die kwalifikasie vir sodanige verlof is 284 skofte, uitgesonderd oortyd (afgesien daarvan of dit vir een of meer werkgewers gewerk is) wat in die geval van 'n werknemer met 'n werkweek van ses dae, werklik gewerk is, of 50 kalenderweke diens in die geval van 'n werknemer met 'n werkweek van vyf dae: Met dien verstande dat—

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

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

(iii) 'n tydperk van afwesigheid weens siekte wat altesaam hoogstens 52 skofte of agt en twee derde kalenderweke, na gelang van die geval, in 'n jaar diens bedra, vir verlofdoeleindes tel: Met dien verstande dat 'n werkgewer die reg het om van 'n werknemer te vereis dat 'n doktersertifikaat as bewys van oorsaak van afwesigheid voorgelê word. Tydperke van afwesigheid weens ongelukke wat uit en in die loop van die werknemer se diens ontstaan, moet vir verlofdoeleindes tel: Met dien verstande dat die ongeluk erken word as binne die bepalings van die Ongevallewet, 1941, te val en die tydperke van afwesigheid wat vir verlofdoeleindes tel, die tydperke van ongeskiktheid is soos in genoemde Wet erken;

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

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

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

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

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

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

(f) 'n Werknemer is geregtig op verlof en moet dit neem binne vier maande vanaf die datum waarop dit aan hom toeval, tensy vrystelling deur die Raad verleen word: Met dien verstande dat, indien 'n werknemer wat werk verrig wat gelys is onder Loon E tot en met Loon H skriftelik daartoe ingestem het voor die verstryking van genoemde tydperk van vier maande, sy werkgewer sodanige verlof aan hom moet toestaan vanaf 'n datum hoogstens twee maande na die verstryking van genoemde tydperk van vier maande.

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

Provided further that this subclause shall not apply to an employee who is on paid leave in terms of subclause (3) of this clause. For purposes of this subclause, the average ordinary hourly rates of employees employed on an incentive bonus system shall be at the rate scheduled in this Agreement for the class of work being performed.

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

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

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

(a) The qualification for such leave shall be 284 shifts (whether worked for one or more employers), exclusive of overtime, actually worked in the case of an employee working on a six-day week basis, or 50 calendar weeks of employment in the case of an employee working on a five-day week basis: Provided that—

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

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

(iii) any period of absence on account of sickness aggregating not more than 52 shifts or eight and two thirds calendar weeks, as the case may be, in any one year of service shall count for leave purposes: Provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes: Provided that such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, 1941, and the periods of absence counting for leave purposes shall be the periods of disablement admitted by the said Act;

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

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

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

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

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

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

(f) 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: Provided that, in respect of employees engaged on work scheduled at Rates E to H inclusive, if such an employee has agreed thereto, in writing, before the expiration of the said period of four months, his employer shall grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

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

(4) (a) Aan die einde van elke kalendermaand en nie later nie as 15 dae na die einde van sodanige kalendermaand moet elke werkgewer aan die Sekretaris van die Raad die geldekwivalent van die verlofbesoldiging stuur waarop almal of enigeen van sy werknemers geregtig is en moet hy 'n bewys verskaf, opgestel in 'n vorm wat vir die Raad aanneemlik is, wat die getal skofte meld wat vir verlofdoeleindes tel, min alle aftrekkings wat by wet vir inkomstebelasting afgetrek moet word. 'n Afskrif van hierdie bewys moet aan die betrokke werknemer oorhandig word.

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) (a) At the end of each and every calendar month and not later than 15 days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the leave pay to which all or any of his employees is entitled and shall furnish a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes less any deductions compelled by law for income tax. A copy of this voucher shall be handed to the employee concerned.

For the purpose of subclause (4) (a)—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Wanneer 'n werknemer wat ooreenkomstig paragraaf (a) vir sy sesde verlof met besoldiging kwalifiseer slegs 'n gedeelte van die kwalifiseertydperk vir die eerste verlof met besoldiging in die diens van die betrokke werkgewer was, is hy geregtig op dié gedeelte van die ekstra week verlof met besoldiging of dié ekwivalente waarde daarvan wat eweredig is aan die verlofkwalifikasie wat hy ten opsigte van die eerste verlof met besoldiging by daardie werkgewer verwerf het. Wanneer die werknemer vir 'n daaropvolgende agtereenvolgende verloftydperk met besoldiging kwalifiseer, is paragrawe (a) en (b) *mutatus mutandis* van toepassing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Where an employee qualifying for his sixth paid holiday in terms of paragraph (a) 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 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 paragraphs (a) and (b) shall *mutatis mutandis* apply.

(d) 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 subclause, he shall be paid for such extra paid leave as he has qualified for and not received.

(10) Except as otherwise provided herein, employment for purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service, or, whichever is the later, the date on which he last became entitled to the paid leave, and shall include any period during which an employee is absent undergoing military service in pursuance of the Defence Act, 1957: Provided that an employee shall not be entitled to claim as employment more than four months of any one period of such service.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Vir die toepassing van hierdie klousule beteken—

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

Die verlofbonus moet bereken word teen die gelyste loon van toepassing op die datum waarop die werknemer werklik met verlof gaan: Met dien verstande dat in die geval van 'n werknemer wat sy diens beëindig of wie se diens deur sy werkgewer beëindig word, die verlofbonus bereken moet word teen die gelyste loon van toepassing op die datum van beëindiging van sodanige diens.".

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

	Eerste verlofsiklus	Tweede verlofsiklus	Derde verlofsiklus	Vierde of verdere verlofsiklusse
	R	R	R	R
Waar die werknemer se gelyste loon hoogstens 113c per uur is en werknemers wat die werk van 'n wag verrig	55	65	74	82
Waar die werknemer se gelyste loon meer as 113c per uur maar hoogstens 161,5c per uur is	76	90	104	119
Waar die werknemer se gelyste loon meer as 161,5c per uur maar hoogstens 192,5c per uur is	164	186	208	233
Waar die werknemer se gelyste loon meer as 192,5c per uur maar hoogstens 207c per uur is	183	209	233	258
Waar die werknemer se gelyste loon meer as 207c per uur maar hoogstens 245,5c per uur is	261	296	331	367
Waar die werknemer se gelyste loon meer as 245,5c per uur is	283	322	361	402

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

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

	R
Eerste jaar se verlofkwalifikasie	130
Tweede jaar se verlofkwalifikasie	159
Derde jaar se verlofkwalifikasie	180
Vierde jaar se verlofkwalifikasie	280

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

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

	R
tot en met 1 000 kg	99
meer as 1 000 kg en tot en met 3 000 kg	121
meer as 3 000 kg en tot en met 4 500 kg	136
meer as 4 500 kg	214

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

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

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

(2) For the purposes of this clause—

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

Leave bonus shall be calculated at the scheduled rate applicable on the date on which the employee actually proceeds on leave: Provided that in the case of an employee who terminates his service or whose employment is terminated by the employer, leave bonus shall be calculated at the scheduled rate applicable on the date of termination of such employment.

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 this paid leave or pro rata from date of engagement in the case of an employee qualifying for his first paid leave in the service of an employer.

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 113c per hour and employees employed on watchman's work	55	65	74	82
Where the employee's scheduled rate exceeds 113c per hour but does not exceed 161,5c per hour	76	90	104	119
Where the employee's scheduled rate exceeds 161,5c per hour but does not exceed 192,5c per hour	164	186	208	233
Where the employee's scheduled rate exceeds 192,5c per hour but does not exceed 207c per hour	183	209	233	258
Where the employee's scheduled rate exceeds 207c per hour but does not exceed 245,5c per hour	261	296	331	367
Where the employee's scheduled rate exceeds 245,5c per hour	283	322	361	402

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

(a) *Apprentices*.—A leave bonus per annum, calculated at date of qualification for the paid leave in first, second, third and fourth leave cycles whilst they are apprentices:

	R
First year leave qualification	130
Second year leave qualification	159
Third year leave qualification	180
Fourth year leave qualification	280

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

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

	R
up to and including 1 000 kg	99
over 1 000 kg and up to 3 000 kg	121
over 3 000 kg and up to 4 500 kg	136
over 4 500 kg	214

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

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

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

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

5. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

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

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

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

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

Namens die partye op hede die 4de dag van Junie 1981 te Kaapstad onderteken.

A. P. BUTLER, Voorsitter.

B. WENER, Ondervoorsitter.

W. R. PENGELLY, Sekretaris.

AANHANGSEL A

Moet aan die einde van elke maand aan die Nywerheidsraad vir die Elektrotegniese Aannemings-en-bedieningsnywerheid (Kaap) gestuur word.

Naam van firma .....

Adres ..... (kantoor)

..... (werkwinkel)

Opgawe vir die maand.....19.....

Bystands-fondsnommer	In diens geneem en ontslaan		Datum van indiens-neming	Datum van uitdiens-treding
	Naam van werknemer	Beroep		
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

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

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

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

5. STORAGE, INSURANCE AND PROVISION OF TOOLS

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

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

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

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

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

Signed at Cape Town, for and on behalf of the parties, this 4th day of June 1981.

A. P. BUTLER, Chairman.

B. WENER, Vice-Chairman.

W. R. PENGELLY, Secretary.

ANNEXURE A

To be submitted at the end of each month to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

Name of firm .....

Address.....(office)

.....(workshop)

Return for the month of .....19.....

Benefit Fund number	Engagements and discharges		Date engaged	Date left
	Name of employee	Occupation		
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

WERKNEMERS WAT HEFFINGS MOET BETAAL

		Getal vakleerlinge wat nie heffings hoef te betaal nie
Getal in vorige opgawe	.....	
Plus: Indiensnemings	.....	
Min: Persone ontslaan	.....	
Getal op datum van hierdie opgawe	.....	

HEFFINGS BETAALBAAR

Getal werknemers	Weke in diens	Klas	Werknemersbydraes	Werkgewersbydraes	Totaal
			R	R	R
.....	.....	I Aftrekking—15c per week	.....	.....	.....
.....	.....	II Aftrekking—12c per week	.....	.....	.....
.....	.....	III Aftrekking—7,5c per week	.....	.....	.....
.....	.....	IV Aftrekking—1,5c per week	.....	.....	.....
.....	.....	V Aftrekking—1,5c per week	.....	.....	.....

Tjek hierby ..... R.....

Volledige lyste van werknemers moet slegs by die eerste indiening van hierdie vorm gestuur word.

Daaropvolgende lyste hoef net indiensneming en ontslag te vermeld.

As daar nie voldoende ruimte op hierdie vorm is nie, stuur asseblief aanvullende getikte lyste.

Firmas moet hierdie inligting ingevolge klousule 29 van Deel I van die Ooreenkoms maandeliks verstrek.

AANHANGSEL B

AFDELING 1

Elektriese installering, onderhoud, herstelwerk en/of versiening.

Loon A (n.e.v.)

Ankerwikkeling (n.e.v.), met inbegrip van die wikkeling van alle G.S.-motore.....
Elektriese monteerwerk.....
Elektriese onderhoudswerk en/of installering en/of herstelwerk.....
Elektrisiënswerk.....
Oprigting van bogrondse kraglyne (toesighoudende werk in die veld).....
Installering van elektriese ontwikkelings-, verspreidings-en beweegkraguitrusting, met inbegrip van kabellaswerk.....
Rotor- en/of ankerbalanseerwerk waar die massa van die artikel wat gebalanseer word, groter as 250 kg is.....
Werk van X-straal-en elektromediese werktuigkundige.....

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

Loon AA

Alle werksaamhede (n.e.v.) in die montering van transformators, uitgesonder 'n juk hoër as 1 000 kVA, met inbegrip van bedrading aan vooraf vasgestelde punte op of aan die transformators (uitgesonderd pasregstellings)
*Alle wikkelingswerksaamhede by herstelwerk, met gebruikmaking van vooraf gevormde spoele (uitgesonderd aansluiting by lyn en/of toetsing) by die herwikkeling van stators en/of rotors van W.S.-masjiene aangeslaan teen tot en met 600 volt soos hieronder aangedui:

Tweepolig	100 kW
Vierpolig	75 kW
Sespolig	50 kW
Agtpolig	30 kW

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

EMPLOYEES LIABLE FOR LEVIES

		Number of apprentices not liable for levies
No. as per last return	.....	
Add: Engagements	.....	
Less: Discharges	.....	
No. at date of this return	.....	

LEVIES PAYABLE

Number of employees	Weeks employed	Class	Employee's contribution	Employer's contribution	Total
			R	R	R
.....	.....	I Deduction—15c per week	.....	.....	.....
.....	.....	II Deduction—12c per week	.....	.....	.....
.....	.....	III Deduction—7,5c per week	.....	.....	.....
.....	.....	IV Deduction—4,5c per week	.....	.....	.....
.....	.....	V Deduction—1,5c per week	.....	.....	.....

Cheque herewith ..... R.....

Full lists of employees are required on the first submission of this form only.

Subsequent lists merely to indicate engagements and discharges.

If sufficient space is not provided on this form, please submit supplementary typed lists.

Firms are required to submit this information monthly in terms of clause 29 of Part I of the Agreement.

ANNEXURE B

DIVISION 1

Electrical installations, maintenance, repair and/or servicing work—

Rate A (n.e.s.)

Armature winding (n.e.s.) including the winding of all D.C. motors.....
Electrical fitting.....
Electrical maintenance work and/or installation and/or repair work.....
Electrician's work.....
Erecting overhead power lines (supervisory work in the field).....
Installing electrical generation, distribution and motive power equipment, including cable jointing.....
Rotor and/or armature balancing work where the mass of the article being balanced exceeds 250 kg.....
X-ray and electro-medical mechanic's work....

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

Rate AA

All operations (n.e.s.) in the assembling of transformers, other than a yoke above 1 000 kVA, including wiring to predetermined points on or attached to the transformers (excluding fitting adjustments).....
*All winding operations in repair work using preformed coils (excluding connecting up on line and/or testing) in the re-winding of stators and/or rotors of A.C. machines rated at up to and including 600 volts as scheduled below:

Two-pole	100 kW
Four-pole	75 kW
Six-pole	50 kW
Eight-pole	30 kW

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

**Getalsverhouding*.—Werknemers kan vir hiedie werksaamheid in diens geneem word indien 'n verhouding van een Loon A-werknemer vir ankerwikkeling in diens geneem word vir elke Loon AA-werknemer in diens. Indien 'n werkgewer strydig met die vereistes van die getalsverhouding hierin vervat van die dienste van werknemers gebruik maak, moet sodanige werknemers besoldig word teen minstens die minimum loon wat op Loon A-werknemers van toepassing is. Hoëpotensiaaltoetsing wanneer dit gedoen word deur persone wat gewoonlik bedryfswerksaamhede verrig..... Skyf- en/of spiraal- en/of heliese wikkelings wikkel met twee of meer geleiers in parallelskakeling, met inbegrip van die laai en ontlaai van selfstandvormspille en/of vormers deur dieselfde werknemer.....	Loon per uur vir werk ingedeel onder Loon AA in Loontabel.
Loon B	
Koudsaag waar die saer regstreeks van saaglys afmerk..... Ondersnyding van kommutators (n.e.v.)..... Draad trek, met inbegrip van toesigwerk en draadtrekmasjiene opstel..... Rotor- en/of ankerbalanseerwerk waar die massa van die artikel wat gebalanseer word hoogstens 250 kg is.....	Loon per uur vir werk ingedeel onder Loon B in Loontabel.
Loon C	
Alle werksaamhede (n.e.v.) by die montering van transformators, uitgesonderd 'n juk tot en met 1 000 kVA, met ingebgrip van bedrading aan vooraf vasgestelde punte op of aan die transformators (uitgesonderd pasregstellings) Leidings en/of entverbindings van transformators van meer as 500 kVA verbind en/of aansweet (n.e.v.)..... Finale masjinering van sleepringe aan voltooide rotors (deur middel van eendoelmasjien) ..... Meganismes en/of stuiters aan spoelvormmasjiene stel..... Skyf- en/of spiraalwikkelings wikkel met enkelgeleier, met inbegrip van die laai en ontlaai van selfstandvormspille en/of vormers deur dieselfde werknemer.....	Loon per uur vir werk ingedeel onder Loon C in Loontabel.
Loon D	
Alle werksaamhede (n.e.v.) by die demontering en montering (uitgesonderd submontering, veld- en paswerk aan motore) van motore en generators met 'n draaikerndiameter van meer as 500 mm, onder aanwysing van 'n Loon A-werknemer..... †Alle wikkelingswerksaamhede by herstelwerk, met gebruikmaking van vooraf gevormde spoele (uitgesonderd aansluiting by lyn en/of toetsing by die herwikkeling van stators en rotors van W.S.-masjiene aangeslaan teen tot en met 600 volt soos hieronder aangedui: Tweepolig..... 30 kW Vierpolig..... 22 kW Sespolig..... 15 kW Agtpolig..... 11 kW Leidings en/of onderdele op hul plekke sweissoldeer..... *Materiaal afmerk (n.e.v.) ..... *"Afmerk" beteken materiaal afmerk volgens bepaalde lengtes slegs vir doeleindes van afsny, slegs met gebruikmaking van lengtemeters en/of 'n liniaal en/of 'n meetband en afmerkmateriaal..... Isoleermateriaal vir transformators afmerk van tekeninge en/of lyste, onder aanwysing van 'n Loon A- tot Loon D-werknemer..... Stuiters aan 'n guillotine stel slegs om isoleermiddels te sny ..... Stuiters aan 'n handguillotine stel..... Hoogspanningspapierbusse (sinteties met dunplaat saamgebind) met 'n masjien toedraai ...	Loon per uur vir werk ingedeel onder Loon D in Loontabel.
Loon DD	
Kommutatorgleuwe voor toetsing skoonmaak .. Kommutatorondersnyding waar die anker in 'n setmaat is en die snywerktuig vooraf met stuiters gestel is en met die hand beweeg word ..... †Wikkeling en/of aansluiting van stators en/of ankers vir W.S.-masjiene met 'n aan slag van hoogstens 2 kW	Loon per uur vir werk ingedeel onder Loon DD in Loontabel.

**Ratio*.—Employees may be employed on this operation provided that a ratio of one Rate A employee engaged on armature winding is employed for each Rate AA employee employed. Where an employer utilises the services of employees in contravention of the ratio requirement herein contained, such employees shall be remunerated at not less than the minimum rate applicable to Rate A. High potential testing when performed by persons normally engaged in operative processes Winding disc and/or spiral and/or helical windings with two or more conductors in parallel, including loading and unloading by the same employee of self-locating mandrels and/or formers	Rate per hour for work classified at Rate AA in Table of Wage Rates.
Rate B	
Cold sawing where the sawer marks direct from cutting list..... Commutator undercutting (n.e.s.)..... Wire drawing, including supervisory work and setting up of wire drawing machines ..... Rotor and/or armature balancing work where the mass of the article being balanced does not exceed 250 kg.....	Rate per hour for work classified at Rate B in Table of Wage Rates.
Rate C	
All operations (n.e.s.) in the assembling of transformers, other than a yoke up to 1 000 kVA, including wiring to predetermined points on or attached to the transformers (excluding fitting adjustments)..... Connecting and/or sweating of leads and/or ends of transformers above 500 kVA (n.e.s.) Final machining of slip rings on completed rotors (by means of special purpose machine).. Setting of trips and/or stops on coil forming machines ..... Winding disc and/or spiral windings with single conductor, including loading and unloading by the same employee of self-locating mandrels and/or formers	Rate per hour for work classified at Rate C in Table of Wage Rates.
Rate D	
All operations (n.e.s.) in the dismantling and assembling (excluding subassembly, motor fielding and fitting) of motors and generators having a rotating core diameter exceeding 500 mm, under the instruction of a Rate A employee..... †All winding operations in repair work using preformed coils (excluding connecting up on line and/or testing) in the re-winding of stators and rotors of A.C. machines rated at up to and including 600 volts as scheduled below: Two-pole..... 30 kW Four-pole..... 22 kW Six-pole ..... 15 kW Eight-pole..... 11 kW Brazing of leads and/or located parts..... *Marking off material (n.e.s.) ..... *"Marking off" means marking off material to given lengths for cutting off purposes only, using only length gauges and/or rule and/or tape measure and marking material..... Marking out insulation material for transformers from drawings and/or schedules, under instruction of a Rate A to Rate D employee .. Setting of stops on guillotine for cutting insulation only ..... Setting of stops on manually operated guillotine Wrapping of high voltage paper bushings (foiled synthetic bonded) by machine	Rate per hour for work classified at Rate D in Table of Wage Rates.
Rate DD	
Cleaning of commutator slots prior to testing Commutator undercutting where the armature is located in a jig and the cutting tool is pre-set to stops and is moved by hand ..... †Winding and/or connecting of stators and/or armatures for A.C. machines with a rating not exceeding 2 kW	Rate per hour for work classified at Rate DD in Table of Wage Rates.

†*Getalsverhouding*.—Werknemers kan vir hierdie werksaamhede in diens geneem word slegs indien minstens vier Loon A- en Loon AA-werknemers en alle vakleerling-ankerwikkelaars wat saam die werksaamhede verrig waarop die getalsverhouding van toepassing is in diens geneem word vir elke Loon D- en/of Loon DD-werknemer in diens, en indien minstens een Loon A-werknemer ankerwikkeling verrig: Met dien verstande dat waar werknemers ankerwikkeling verrig uitsluitlik ten opsigte van masjiene teen hoogstens 2 kW aangeslaan en dit in 'n duidelik afgebakende gebied geskied en dat hulle onder toesig staan van minstens een Loon A-ankerwikkelaar vir elke vyf Loon DD-werknemers aldus in diens, die getalsverhouding nie nagekom hoef te word nie.

Waar 'n werkgewer strydig met die vereistes van die getalsverhouding hierin vervat van die dienste van werknemers gebruik maak, moet alle werknemers wat die werksaamhede verrig waarop die getalsverhouding betrekking het, besoldig word teen minstens die minimum lone wat op Loon A- of Loon AA-werk, na gelang van die geval, van toepassing is.

Loon DDD

Veldspoelwikkeling met gebruikmaking van geïsoleerde stroke 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 wikkel en/of toedraai	Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.

Loon F

Alle werksaamhede by die demontering en/of montering van motore en generators (uitgesonderd pasregstellings) met 'n draaikerndiameter van hoogstens 500 mm, onder aanwysing van 'n Loon A-werknemer Spoelstawe met die hand vyl vir rotors volgens kan- en kanniemate Stawe in kourotors insit Deksels en/of toebehore en/of aansluiters en/of pypwerk monteer, met inbegrip van kontakknoppe reguit maak waar nodig, en die gebruik van voegmateriaal Boonste juk verwyder voor montering van spoele, onder aanwysing van 'n Loon A- tot Loon D-werknemer Lamellerings stapel en/of omband en/of bevestig en klampe plaas, met inbegrip van die gebruik van vaste meters Stator- en/of rotor- en/of ankerspoele met die hand vorm, met gebruikmaking van vormers, of met 'n kragmasjien (uitgesonderd die stel van meganismes) Jukke monteer	Loon per uur vir werk ingedeel onder Loon F in Loontabel.

Loon G

Skoonmaak- en/of ontvettings en/of suur- en/of afspoel- en/of smeltbaddens en/of uitdroog- en/of olievulinstallasie versorg Kernstapels nagaan, met gebruikmaking van vooraf gestelde meters Nie-metaalpakstukke met die hand uitsny Isoleermateriaal met 'n guillotine opsny volgens stuiters en/of patroonplat Spoelgleuwe in rotors en/of stators en/of ankers met die hand vyl volgens kan- en kanniemate Isolering met 'n masjien vorm Mika-isoleerplate en/of mikablaaie vorm Verbindingsknippe met die hand in setmate maak Verbindingstroke saamstel Geleiers met die hand reguit maak Draadbedekkingsmasjien bedien Isoleermateriaal aan die anker pak en/of aanstryk om 'n bedding vir die ankerspoele te vorm Wikkelingsisoleermateriaal in vorms druk, met inbegrip van voorbereidende toedraai Wikkelings afstroop vir herstelwerk aan motore en generators Stator- en/of rotorlusse met die hand en/of kragmasjiene wikkel en/of trek (uitgesonderd die opstel daarvan) Met 'n masjien spoele vir motore wikkel, met gebruikmaking van draad op vormers en/of spoele, met inbegrip van die wisseling van selfstandvormspille en/of vormers	Loon per uur vir werk ingedeel onder Loon G in Loontabel.

†*Ratio*.—Employees may be employed on these operations only provided that a ratio of not less than four Rate A and Rate AA employees and all apprentice armature winders taken together engaged on the operations to which the ratio applies are employed for each Rate D and/or Rate DD employee employed and where at least one Rate A employee is engaged on armature winding: Provided that where employees are engaged on armature winding solely in respect of machines rated at not more than 2 kW, and that this is in a clearly demarcated area and such employees are supervised by at least one Rate A armature winder to every five Rate DD employees so engaged, the ratio need not be observed.

Where an employer utilises the services of employees in contravention of the ratio requirements herein contained, all employees engaged in the operations to which the ratio provisions apply shall be remunerated at not less than the minimum Rates applicable to Rate A or Rate AA work, as the case may be.

Rate DDD

Field coil winding, using insulated strip Taping and/or wrapping of stator and/or rotor and/or armature coils and/or field coils and/or transformer leads and/or coils and/or conductors and/or tubes by hand	Rate per hour for work classified at Rate DDD in Table of Wage Rates.

Rate F

All operations in the dismantling and/or assembling of motors and generators (excluding fitting adjustments) having a rotating core diameter not exceeding 500 mm, under the instruction of a Rate A employee Filing by hand of coil bars for rotors to go and no-go gauges Inserting bars in squirrel-cage rotors Mounting of covers and/or fittings and/or terminals and/or pipe work, including straightening of studs where necessary and the use of jointing material Removing top yoke prior to assembling of coils, under instruction of a Rate A to Rate D employee Stacking and/or banding and/or securing of laminations and the positioning of clamps, including the use of fixed gauges Stator and/or rotor and/or armature coil forming by hand, using formers, or by power-driven machine (excluding setting of trips) Yoke assembly	Rate per hour for work classified at Rate F in Table of Wage Rates.

Rate G

Attending cleaning and/or degreasing and/or acid and/or rinsing and/or fluxing baths and/or drying out and/or oil filling plant Checking core stacks, using pre-set gauges Cutting of non-metallic gaskets by hand Cutting up insulating material to stops and/or templets by guillotine Filing by hand of coil slots in rotors and/or stators and/or armatures to go and no-go guages Forming insulations by machine Forming of mica insulation plates and/or mica sheets Making connector clips by hand in jigs Making up of connection strips Manual straightening of conductors Operating wire covering machine Packing and/or ironing of insulating material on to the armature to form a seat for the armature coils Pressing winding insulation into moulds, including preparatory wrapping Stripping of windings for repair of motors and generators Winding and/or pulling of stator and/or rotor loops by hand and/or by power-driven machines (excluding setting up) Winding coils for motors by machine, using wire on formers and/or spools, including changing of self-locating mandrels and/or formers	Rate per hour for work classified at Rate G in Table of Wage Rates.

Loon H

Geleiers skoonmaak en/of vertin Mengselvulling Motore en generators met 'n aanslag van hoogstens 2 kW vir herstelwerk aftakel Oonde laai en/of ontlaai en/of stook en/of versorg Draadtrekmasjien oppas Herstelde artikels vir versending en/of verkoop in voorbereide kratte verpak Metaaletikette en/of -naamplate stempel en/of vassit Vernismasjienversorger Spoele bewas ten einde plasing in gleuwe te vergemaklik Algemene arbeiderswerk	Loon per uur vir werk ingedeel onder Loon H in Loontabel.

AANHANGSEL C

AFDELING 2

Alle werksaamhede by die oprigting en/of installering en/of onderhoud en/of versiening van telekommunikasieuitrusting en/of ander uitrusting waarby gebruik gemaak word van elektroniese beginsels en/of radio's en/of komponente wat gebruik word in elektroniese werk en/of die radionywerheid, soos—

telefoon-, telegraaf- en dataversendingsuitrusting;

UHF- en BHF-radioverbindings;

outomatiese en handtelefoonskakelstelsels;

toesig- en beheerstelsels;

seinstelsels;

foutopsporings- en alarmuitrusting;

luidspreker- en roepstelsels;

wetenskaplike, ultrasoniese meet- en elektro-mediese uitrusting;

navigasiehulpmiddels;

mobiele, skeepvaart-, lugvaartuig- en uitsaairadio-uitrusting;

geslotebaantelevisie-uitrusting;

steuringsonderdrukkingseenhede;

elektriese en/of elektroniese toetsapparaat;

industriële elektroniese uitrusting;

radar- en verwante uitrusting;

elektroniese afstandsmeetuitrusting;

elektriese tyd- en verwante uitrusting.

Vir die doel van hierdie Afdeling beteken—

"elektronika" uitrusting waar die primêre stroombane gebaseer is op die konduktansie van elektrisiteit deur 'n vakuum, gas- of halfgeleier;

"radio" uitrusting waar die primêre funksie bestaan uit die versending en/of ontvangs van inligting sonder die hulp van 'n fisiese geleier.

Hierdie Afdeling sluit nie die installering, onderhoud of herstel van huishoudelike toestelle, d.w.s. motor-, huis- en draagbare radio's, televisie, bandopnemers en grammofoonuitrusting en luidsprekers, in nie.

Loon A

Werk van 'n elektronikameganikus (n.e.v.) Werk van 'n telekommunikasie-elektrisiën (n.e.v.)	Loon per uur vir werk ingedeel onder Loon A in Loontabel.

Loon AA

Seksionele toesig oor laer betaalde werkmanne, met inbegrip van die gereedmaak van bedradingsharnasborde	Loon per uur vir werk ingedeel onder Loon AA in Loontabel.

Loon B

Regstelling volgens vooraf bepaalde grense van samestelle wat elektries en/of meganies bedien word Volledige opeenvolgende regstelling van hefdraaikiesers en/of draaikiesers volgens vooraf bepaalde grense (n.e.v.) Kabelente vorm volgens kleurkodes en/of prentsketse en/of in setklemme sonder verwysing na skematiese tekeninge, en die afhegting van kabels en/of drade en/of geleiers volgens opdragte en/of monsters aan hoofuitrusting en/of aansluitkaste en/of verbindingsblokke en/of aansluiters, met inbegrip van die soldeer en/of toedraai van drade, onder toesig van 'n Loon A-werknemer (n.e.v.)	Loon per uur vir werk ingedeel onder Loon B in Loontabel.

Rate H

Cleaning and/or tinning conductors Compound filling Dismantling for repair of motors and generators of a rating not exceeding 2 kW Furnace loading and/or unloading and/or stoking and/or attending Minding wire drawing machine Packing in prepared crates of repaired articles for despatch and/or sale Stamping and/or affixing metal labels and/or nameplates Varnishing machine attendant Waxing coils to ease insertion into slots General labouring	Rate per hour for work classified at Rate H in Table of Wage Rates.

ANNEXURE C

DIVISION 2

All operations in the erection and/or installation and/of maintenance and/or servicing of telecommunication equipment and/or any other equipment employing the principles of electronics and/or radio and/or components used in the electronics and/or radio industry, such as—

telephone, telegraph and data transmission equipment;

UHF and VHF radio links;

automatic and manual telephone switching systems;

supervisory and control systems;

signalling systems;

fault detection and alarm equipment;

public address and paging systems;

scientific, ultrasonic measuring and electro-medical equipment;

navigation aids;

mobile, marine, aircraft and broadcast radio equipment;

closed circuit television equipment;

interference suppression units;

electrical and/or electronic test apparatus;

industrial electronic equipment;

radar and allied equipment;

electronic distance measuring equipment;

electric time and associated equipment.

For the purpose of this Division—

"electronics" means equipment where the primary circuits are based on the conductance of electricity through a vacuum, gas or semi-conductor;

"radio" means equipment where the primary function is to transmit and/or receive intelligence without the aid of a physical conductor.

This Division does not include the installation, maintenance or repair of domestic appliances, i.e. car, home and portable radios, television, tape recorders and gramophone equipment and loudspeakers.

Rate A

Electronics mechanician's work (n.e.s.) Telecommunication electrician's work (n.e.s.)	Rate per hour for work classified at Rate A in Table of Wage Rates.

Rate AA

Sectional supervision of lower-rated operatives, including the preparation of wiring harness boards	Rate per hour for work classified at Rate AA in Table of Wage Rates.

Rate B

Adjustment to pre-determined limits of electrically and/or mechanically operated assemblies Complete sequential adjustment of two-motion selectors and/or uni-selectors to pre-determined limits (n.e.s.) Forming out of cable ends to colour codes and/or pictorial sketches and/or in fixtures without reference to schematic drawings, and the terminating of cables and/or wires and/or conductors to instructions and/or samples to main equipment and/or junction boxes and/or connecting blocks and/or terminals, including soldering and/or wrapping of wires, under the supervision of a Rate A employee (n.e.s.)	Rate per hour for work classified at Rate B in Table of Wage Rates.

Loon C

Bandopnemers skoonmaak en/of smeer en/of die linte omruil .....
Sekondêre selle skoonmaak en/of byvul en/of primêre en/of sekondêre selle vir tydregistreer- en soortgelyke uitrusting vervang, onder toesig van 'n Loon A-werknemer .....
Motordraaikiesers volgens mondelinge opdragte van 'n Loon A- of Loon AA-werknemer olie en smeer.....
Kabels tussen pale en/of mure hang en bykomende en hulpuitrusting op die oppervlak monteer, naamlik telefoonskakelborde en/of telefone en/of hoof- en/of slaafklokke en/of tydregistreerders en/of versterkers en/of luidsprekers en/of klankseine en/of brandalarmbreekpunte en/of brandverklikkers en/of produksieregistreerskakelskywe en/of beheereenhede en/of wagskutpunte en/of seinuitrusting en/of aansluitkaste en/of verbindingsrame en/of verbindingsblokke, met inbegrip van die vassit van beheerpanele en/of rakke aan mure, vloere en plafonne met boute en/of skroewe, onder toesig van 'n Loon A-werknemer.....

} Loon per uur vir werk ingedeel onder Loon C in Loontabel.

Loon DD

Draadharnasse op vooraf bereide spykerborde maak volgens uitlooplyste, met gebruikmaking van kleurkodes en/of prentsketse .....
Buitekabelomhulsel verwyder en afsonderlike geleiers stroop, ter voorbereiding vir afhegting.....
Stiffies wat alreeds bedraad is herhalend sagsoldeer en/of draad herhalend toedraai .....
Herhalingstoetsing met aanneem-/verwerptoetsuitrusting .....

} Loon per uur vir werk ingedeel onder Loon DDD in Loontabel vir eerste 12 maande ondervinding. Daarna, Loon DD.

Loon DDD

Vooraf bereide apparaatrakke op die terrein monteer waar geen regstelling van toebehore nodig is nie, met gebruikmaking van handgereedskap, onder toesig van 'n Loon A-werknemer.....

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

Loon F

Korrosiewerende en/of beskermende lae met 'n kwas aanwend.....
Vooraf bereide staalwerk vasbout .....
Metaalstrookmateriaal wat reeds afgemerk is, sny en/of skuur .....
Vooraf gemerkte gate met 'n verplaasbare boormasjien boor; die diameter van die gate moet hoogstens 30 mm wees.....
Kabels in vooraf bereide roetes lê, met inbegrip van vasbind en/of vasmaak, maar nie met 'n draad vasdraai nie (n.e.v.).....
Laespanningsbedrading installeer, uitgesonderd die aansluiting daarvan, onder toesig van 'n Loon A- of Loon AA-werknemer.....
Vir die toepassing hiervan beteken "laespanning" hoogstens 40 volt wisselstroom of 50 volt gelykstroom .....

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

Loon G

Met mengsel vul, onder toesig van 'n Loon A-werknemer .....
Kabels in vooraf bereide vore lê .....
Verf en/of isoleermiddels en/of korrosiewerende lae onder toesig spuit, maar nie mengel nie.....

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

Opmerking.—Wat monteurswerk vir elektriese kommunikasies betref, is die bepalings van hierdie Ooreenkoms in verband met oortydwerk, skofwerk en werk op openbare feesdae nie op totalisators van toepassing nie.

AANHANGSEL D

AFDELING 3

Die ontwerp, bereiding, oprigting en/of installering van kook- en elektriese verwarmingstoestelle (uitgesonderd drukverwarmers).

Opmerkings.—Tensy in hierdie Afdeling by die Raad geregistreer, mag geen werkgewer gebruik maak van die voorwaardes of die lone en/of verdienstes betaal wat in hierdie Afdeling gespesifiseer word, nie.

Vir die doel van hierdie Afdeling beteken—

"oprigting (n.e.v.)" die inmekaarsit van bereide samestellende dele om 'n volledige toestel te vorm;

"bereiding" die verrigting van enigeen van of al die werksaamhede daaronder genoem.

Rate C

Cleaning and/or lubricating tape recorders and/or changing ribbons on the recorders.....
Cleaning and/or topping up secondary cells and/or replacing primary and/or secondary cells for time recording and similar equipment, under the supervision of a Rate A employee.....
Oiling and greasing of motor uni-selectors according to verbal instructions of a Rate A or Rate AA employee.....
Suspending of cables between poles and/or walls and the surface mounting of subsidiary and auxiliary equipment, namely, telephone switchboards and/or telephones and/or master and/or slave clocks and/or time recorders and/or amplifiers and/or loudspeakers and/or sound signals and/or fire alarm break-points and/or fire detectors and/or production recording dials and/or control units and/or watchman protection points and/or signalling equipment and/or junction boxes and/or connection frames and/or connection blocks, including the fixing of control panels and/or racks to walls, floors and ceilings by means of bolts and/or screws, under the supervision of a Rate A employee.....

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

Rate DD

Making of wire harnesses on pre-prepared mail boards to running-out lists using colour codes and/or pictorial sketches .....
Removing outer cable sheathing and stripping of individual conductors, in preparation for termination.....
Repetition soft soldering on tags already wired and/or repetition wire wrapping.....
Repetition testing with accept/reject testing equipment.....

} Rate per hour for work classified at Rate DDD in Table of Wage Rates for the first 12 months of experience. Thereafter, Rate DD.

Rate DDD

Assembly on site of pre-prepared apparatus racks where no fitting adjustments are required, using hand tools, under the supervision of a Rate A employee .....

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

Rate F

Application of anti-corrosive and/or protective coatings by brush.....
Bolting up of pre-prepared steel work.....
Cutting and/or grinding of metal-strip material already marked off.....
Drilling of pre-marked holes by portable drilling machines, hole diameter not to exceed 30 mm .....
Running in of cables in pre-prepared routes, including binding and/or fastening, but excluding wiring (n.e.s.) .....
The installation of low-voltage wiring, excluding connecting up, under the supervision of a Rate A or Rate AA employee.....
For the purposes hereof "low voltage" means not higher than 40 volts alternating current, or 50 volts direct current .....

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

Rate G

Compound filling, under the supervision of a Rate A employee.....
Laying of cables in pre-prepared trenches .....
Spraying of paint and/or insulating medium and/or anti-corrosive coatings under supervision, other than blending.....

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

Note.—In respect of electrical communications fitter's work, the provisions of this Agreement relating to overtime, shift work and work on public holidays shall not apply to work on totalisators.

ANNEXURE D

DIVISION 3

The design, preparation, erection, and/or installation of cooking and electrical heating appliances (excluding pressure heaters).

Notes.—No employer unless registered by the Council in this Division shall use the conditions or pay the wages and/or earnings specified in this Division.

For the purpose of this Division—

"Erection (n.e.s.)" means the uniting of prepared component parts to form a complete appliance;

"preparation" means the performance of any of or all the operations listed thereunder.

Onderstaande werksaamhede by die installering en voorbereiding van kook- en verwarmingsuitrusting (uitgesonderd drukverwarmers), nl.:

Loon D

Standaard-elektriese toetsing van uitrusting en/of komponente gedurende en na bereiding en oprigting ..... — Loon per uur vir werk ingedeel onder Loon D in Loontabel.

Loon DDD

Soldeer- en/of aansweetwerk met die hand (n.e.v.) ..... — Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.

Loon F

Herhalende hoëspanning-nullasaardtoetswerk (toetser van die neontipe) .....
Herhalende spannings-isolasie en/of ohm- en/of watt-toetswerk volgens vooraf gestelde waardes ..... — Loon per uur vir werk ingedeel onder Loon F in Loontabel.

Loon G

Subsamestelling, nl. elemente van die mikatipe wikkel en/of monteer en/of ongelyksoortige tipes en vorms uit mika sny (n.e.v.) .....
Subsamestelling (n.e.v.) nl.:

(1) Elemente van die mikatipe monteer en/of bedraad en/of wikkel .....
(2) komponente monteer en/of met klinknaels en/of skroewe vassit .....
(3) weerstandsdraad op of in geïsoleerde basisse monteer.....
(4) weerstandspirale monteer en/of wikkel ..

Draad volgens setmate buig en/of fatsoeneer....
Herhalendeskroefdraad-en/ofmoerdraadsnywerk met 'n masjien .....
Boorwerk volgens setmate en/of stuiters en/of setklemme en/of vooraf bepaalde ponsmerke en/of versinking, uitgesonderd radiale boorwerk.....
Bediening van 'n puntsweismasjien .....
Bereiding en montering van komponente voor finale montering.....
Herhalende ohm-toetswerk aan elemente volgens vooraf gestelde ohmmeter .....
Sagte soldeerwerk met die hand en/of met 'n masjien en/of deur indompeling.....
Bedrading en/of aansluiting van vooraf gevormde draad- of elementleidings aan eindblokke en/of sekerings en/of skakelaars
Weerstandsdraad regstreeks op vooraf ontwerpte en gespasieerde keramiek en/of porselein en/of drewel wikkel.....
Skroef- en/of trap- en/of handperswerk en/of inkeping en/of kragperswerk waar die werk gedoen word met vooraf gestelde stempels, uitgesonderd opstelling van die stempels ..... — Loon per uur vir werk ingedeel onder Loon G in Loontabel.

Loon H

Aanwending van korrosiewerende en/of beskermende lae .....
Gate wat alreeds geboor en/of waarin alreeds moerdraad gesny is, skoonmaak en/of moerdraad daarin sny .....
Poets en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap.....
Die maak van ogies .....
Keramiekisoleermateriaal in en/of op vooraf gevormde hulsels vul en/of opvul volgens 'n meter.....
Groewe in keramiekpasta en/of bedekking met stempels volgens setmate of stuiters deur middel van 'n pers vorm .....
Holtes van dubbelmuurseksies met hitte-isoleermateriaal pak of vul.....
Vooraf gevormde weerstandshulsels skoonmaak, skraap en/of bespuit .....
Draad sny en/of afstroop .....
Keramiekbestanddele volgens 'n meter berei en/of meng .....
Identifikasieplate en etikette stempel en/of aanbring .....
Bereiding, nl.:

(1) Skroewe en moere in keramiekstukke en moerhouers in ander metaaldele invoeg (uitgesonderd aansluiting van leidings)
(2) Grondplate in posisie plaas en aansluitblokke in en/of op verwarmingseenhede plaas (uitgesonderd aansluiting van leidings) .....
(3) Elementgeleidrade versterk.....
(4) Isolators in geleidrade inryg ..... — Loon per uur vir werk ingedeel onder Loon H in Loontabel.

The following operations in the installation and preparation of cooking and heating equipment (excluding pressure heaters), namely:

Rate D

Standard electrical testing of equipment and/or components during and after preparation and erection ..... — Rate per hour for work classified at Rate D in Table of Wage Rates.

Rate DDD

Soldering and/or sweating by hand (n.e.s.) ..... — Rate per hour for work classified at Rate DDD in Table of Wage Rates.

Rate F

Repetition high voltage "no load" (neon type tester) earth testing.....
Repetition voltage insulation and/or ohm and/or wattage testing to pre-set values ..... — Rate per hour for work classified at Rate F in Table of Wage Rates.

Rate G

Subassembling, namely, mica type elements winding and/or assembling and/or cutting mica shapes to odd types and forms (n.e.s.)
Subassembling (n.e.s.), namely:

(1) Assembling and/or wiring and/or winding of mica type elements.....
(2) assembling components and/or affixing with rivets and/or screws .....
(3) assembling resistance wire onto or into insulated bases.....
(4) assembling and/or winding resistance spirals.....

Bending and/or forming wire to jigs.....
Repetition threading and/or tapping by machine
Drilling to jigs and/or stops and/or fixtures and/or pre-determined pop marks and/or countersinking—excluding radial drill.....
Operating spotwelding machine .....
Preparation and assembling of components before final assembly.....
Repetition ohm testing of elements to pre-set setting of ohmmeter.....
Soft soldering by hand and/or by machine and/or by dipping .....
Wiring and/or connecting of pre-formed wire or element leads to terminal blocks and/or fuses and/or switches .....
Winding resistance direct onto predesigned spaced ceramic and/or porcelain and/or mandrel.....
Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies other than setting of the dies ..... — Rate per hour for work classified at Rate G in Table of Wage Rates.

Rate H

Application of anti-corrosive and/or protective coatings.....
Cleaning and/or tapping holes already drilled and/or tapped .....
Dressing and/or deburring by hand and/or by grinding and/or by portable power tool .....
Eyeletting .....
Filling and/or topping of ceramic insulating material into and/or onto pre-formed housing by gauge.....
Forming grooves into ceramic paste and/or covering by dies to jigs or stops by means of a press .....
Packing or filling cavities of double-walled sections with heat insulating material .....
Cleaning, scraping and/or spraying of pre-formed resistance housings.....
Cutting and/or stripping wire .....
Preparation and/or mixing of ceramic constituents to gauge.....
Stamping and/or affixing of identification plates and labels.....
Preparation, namely:

(1) Inserting screws and nuts to ceramics and nut retainers to other metal parts (excluding connecting of leads).....
(2) Placing into position of base plates and terminal blocks into and/or onto heating units (excluding connecting of leads) .....
(3) Reinforcing element lead wires .....
(4) Threading insulators to lead wires ..... — Rate per hour for work classified at Rate H in Table of Wage Rates.

AANHANGSEL E

AFDELING 4

Afdeling vir die konstruksie, voorbereiding, installering, herstel en versiening van neontekens en fluoressensieverligting met gloei- en kouekatodes.

Ondergenoemde werksaamhede i.v.m. die konstruksie en/of voorbereiding en/of installering en/of herstel en/of versiening van neontekens en/of fluoressensieverligting met gloei- en kouekatodes en/of toebehore en/of komponente en/of gloei- en/of kouekatode-fluoressensietekens:

Loon A (n.e.v.)

Montering en/of installering en/of onderhoud en/of herstel en/of versiening en/of bedrading van reklameborde ..... — Loon per uur vir werk ingedeel onder Loon A in Loontabel.

Loon AA

Glasbuise buig.....
Rangskikking:
Leerlingtydperk ten opsigte van bostaande AA-werksaamhede:
- Eerste agt maande ondervinding—Loon D
- Tweede agt maande ondervinding—Loon C
- Derde agt maande ondervinding—Loon B
- Daarna—Loon AA.....

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

Loon C

Bediening van 'n kragpersrem, met inbegrip van stel (n.e.v.) .....
Walsbuigwerk en/of -vormwerk uitgesonderd herhalingswalsbuigwerk en/of vormwerk ....
Stel van stempels en/of setklemme en/of setmate en/of stuiters en/of meganismes aan produksiemasjiene, uitgesonderd draai- en/of wederkerige masjiene, maar met inbegrip van boormasjiene .....
Stel van meganismes en/of stuiters aan spoelvormmasjiene vir ballaste en/of smoorspoele en/of natriumtransformators.....

— Loon per uur vir werk ingedeel onder Loon C in Loontabel.

Loon D

Montering (n.e.v.).....
Metaalbuise en/of -profiele volgens skets in 'n handmasjien buig .....
Materiaal vir doeleindes van afsny volgens bepaalde lengtes afmerk, met gebruikmaking van slegs lengtemeters en/of 'n liniaal en/of 'n meetband en afmerkmateriaal.....
In setklemme sweis en/of dele sweis wat so gevorm en/of geplaas is dat die gebruik van 'n setklem nie nodig is nie .....

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

Loon DD

Glasbuise volgens setmate en/of vorms buig....
Voorkant van reklameborde toeplak.....
Natrekwerk in die ontwerpafdeling.....

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

Loon DDD

Roetine- elektriese toetsing tot en met 380 volts en 50 ampère.....

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

Loon G

Alle werksaamhede in die maak van kabelvorms vir ligtoebehore en/of reklameborde volgens voorbereide uitlêlyste en/of -patrone
Montering en/ofsolderingvanvoor- af vervaardigde komponente in ligeenhede en/of reklameborde (n.e.v.) .....
Opbou en soldering van vooraf vervaardigde komponente wat nie gepas of gestel hoef te word nie, maar met inbegrip van afbaarding (n.e.v.) .....
Kraalwerk aan en/of afwerking van en/of naatvorming en/of groefwerk en/of sluiting van dubbelsybo- en -onderkant met die masjien ..
Buig- en/of fatsoeneerwerk met 'n masjien volgens stempels en/of setmate en/of lengtemeters en/of stuiters, uitgesonderd persrem.....
Profielruimwerk met 'n pers, met gebruikmaking van vaste profielruimers, aan ballas en/of smoorders en/of natiumtransformatorkerns .....
Sirkelsaag- en/of flens- en/of gleufwerk met 'n masjien .....
Aansluiting van vooraf gevormde en/of verseëlde en/of bereide drade aan vooraf bepaalde punte en/of aansluitings (n.e.v.).....
Sny- en/of knip en/of afsnywerk volgens merke en/of stuiters en/of setmate en/of lengtemeters .....
Glasbuise volgens lengte sny .....

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

ANNEXURE E

DIVISION 4

Construction, preparation, installation, repair and servicing of neon signs and hot and cold cathode fluorescent lighting.

The following operations in the construction and/or preparation and/or installation and/or repairing and/or servicing of neon signs and/or hot and cold cathode fluorescent lighting and/or fittings and/or components and/or hot and/or cold cathode fluorescent signs:

Rate A (n.e.s.)

Assembling and/or erecting and/or installing and/or maintaining and/or repairing and/or servicing and/or wiring of signs..... — Rate per hour for work classified at Rate A in Table of Wage Rates.

Rate AA

Bending glass tubes.....
Layout work .....
Learnership in respect of the above AA operations:
- First eight months of experience—Rate D
- Second eight months of experience—Rate C.....
- Third eight months of experience—Rate B
- Thereafter—Rate AA.....

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

Rate C

Operating power-driven press-brake, including setting (n.e.s.).....
Roller bending and/or forming, other than repetition roller bending and/or forming .....
Setting of dies and/or fixtures and/or jigs and/or stops and/or trips on production machines, excluding rotary and/or reciprocating machines but including drilling machines .....
Setting of trips and/or stops on coil forming machines for ballasts and/or chokes and/or sodium transformers .....

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

Rate D

Assembling (n.e.s.).....
Bending of metal tubes and/or sections in manually operated machine to sketch .....
Marking off material to given lengths for cutting-off purposes, using only length gauges and/or rule and/or tape measure and marking material.....
Welding in fixtures and/or of parts so formed and/or located as to obviate the need for a fixture.....

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

Rate DD

Bending of glass tubes to jigs and/or moulds....
Sign face masking.....
Tracing in the layout department.....

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

Rate DDD

Routine electrical testing up to 380 volts and 50 amps .....

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

Rate G

All operations in the making of cable forms for light fittings and/or signs from prepared running out lists and/or templets .....
Mounting and/or soldering of pre-manufactured components into lighting units and/or signs (n.e.s.).....
Building up and/or soldering of pre-manufactured components requiring no fitting or adjustment, but including deburring (n.e.s.)
Beading and/or trimming and/or seaming and/or grooving and/or locking double side top and bottom by machine.....
Bending and/or forming by machine to dies and/or jigs and/or length gauges and/or stops, excluding press brake.....
Broaching by press, using fixed broaches, of ballasts and/or chokes and/or sodium transformer cores .....
Circular cutting and/or flanging and/or slitting by machine.....
Connecting preformed and/or sealed and/or prepared wires to pre-determined points and/or connections (n.e.s.) .....
Cutting and/or cropping and/or shearing to marks and/or stops and/or jigs and/or length gauges .....
Cutting glass tubes to length.....

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

Isoleermateriaal volgens stuiters sny Glasbuise lugleeg maak en/of vul (n.e.v.) Outomatiese seël- en/of dopmasjien voer en/of bedien Ballasspoelente vind en berei Skroef- en/of trap- en/of handperswerk en/of keepwerk en/of kragdrukwerk waar daar met vooraf gestelde stempels en/of volgens stuiters gewerk word (uitgesonderd opstelling) Elektrodes met die hand aan glasbuise vassmelt (n.e.v.) Aanbring van lae deur warmindompeling en/of galvanisering, onder toesig Herhalende kragpersremwerk volgens setmate en/of stuiters in verband met fluoressensieligtoebehore en/of fluoressensietekens op grootmaat vervaardig, waar die diktemaat van die materiaal hoogstens 1,6 mm is Herhalende stuik- en/of projeksie- en/of naat- en/of puntsweiswerk met 'n masjien Herhalende bediening van 'n boormasjien Herhalende klamping en/of vassmelting en/of sweising van katodes aan elektrodes met 'n outomatiese masjien Herhalende warm- en/of koudklinkwerk met klinknaels met 'n diameter van hoogstens 10 mm Herhalende ponswerk volgens mate en/of setmate en/of stuiters en/of patroonplate en/of stempels en/of merke Herhalende merkwerk aan materiaal volgens setmate en/of patroonplate met behulp van 'n patroonplaat of kraspen of merkmateriaal Herhalende rolbuig- en/of -fatsoeneerwerk aan materiaal met 'n diktemaat van hoogstens 4 mm Herhalende skroef- en/of moerdraadsnywerk met 'n masjien Herhalingsaftrek volgens setmate en/of ontwerpe en/of patroonplate, uitgesonderd ontwerpafdeling Herhalende fluoressensie- en/of verligtingstoetswerk Herhalende ohm-toetswerk volgens voorafgestelde ohmmeters Herhalende bediening van 'n kragsaag vir saagwerk volgens stuiters en/of lengtemeters (uitgesonderd opstelling) Herhalende produksiewikkeling van ballas en/of smoorders en/of natriumtransformatorspoele met draad op vorms en/of spoele d.m.v. 'n masjien en volgens vooraf bepaalde draaigetalle Die aanbring van lugsplete in ballas by wyse van roetinewerk en volgens vooraf bepaalde perke d.m.v. komparators en/of afwykingsmeters en/of ossilloskope, waar die stelwerk aan die instrumente deur 'n loon A-werknemer verrig word Bediening van 'n skroefmasjien, uitgesonderd opstelling Handelseëlwerk aan ballashouers nadat dit met mengsel gevul is Sjabloneerwerk met die hand Sagsoldeer- en/of aansweetwerk met die hand Bedrading van reklameborde en/of toebehore volgens instruksies en waar die loop van die draad gemerk is deur klampe en/of strepe en/of saals en/of hegstukke en/of waar geen bedradingsdiagram gebruik word nie	Loon per uur vir werk ingedeel onder Loon G in Loontabel.

Cutting up insulating material to stops Evacuating and/or filling glass tubes (n.e.s.) Feeding and/or attending automatic sealing and/or capping machine Finding and preparing of ballast coil ends Fly and/or treadle and/or manual pressing and/or notching and/or power pressing where the work is operated upon with pre-set dies and/or to stops (excluding setting up) Fusing by hand of electrodes to glass tubes (n.e.s.) Hot dip coating and/or galvanising, under supervision Repetition operation of power-driven press brake to jigs and/or stops for purpose of fluorescent lighting fitting and/or fluorescent signs produced on a quantity basis where the thickness of the material does not exceed 1,6 mm Repetition butt and/or projection and/or seam and/or spot welding by machine Repetition operation of a drilling machine Repetition clamping and/or fusion and/or welding of cathodes to electrodes by automatic machine Repetition hot and/or cold riveting not exceeding 10 mm diameter Repetition punching to gauges and/or jigs and/or stops and/or templets and/or dies and/or marks Repetition marking of material to jigs and/or templets with the aid of a templet or scriber or marking material Repetition roller bending and/or forming of material not exceeding 4 mm Repetition threading and/or tapping by machine Repetition tracing to jigs and/or layouts and/or templets, excluding layout department Repetition fluorescent and/or illumination testing Repetition ohm testing to pre-set setting on ohmmeters Repetition operating power saw for cutting off to stops and/or length gauges (excluding setting up) Repetition production winding of ballasts and/or chokes and/or sodium tranformer coils with wire on formers and/or spools by machine to a predetermined number of turns Routine setting of air gaps in ballasts to predetermined limits by means of comparators and/or deviation meters and/or oscilloscopes where the adjustments of instruments are made by a Rate A employee Screwing machine operating, excluding setting up Sealing by hand of ballast containers after filling with compound Stencilling by hand Soft soldering and/or sweating by hand Wiring of signs and/or fittings to instructions and where the course of wires is marked by cleats and/or lines and/or saddles and/or fixtures and/or where no wiring diagram is used	Rate per hour for work classified at Rate G in Table of Wage Rates.

Loon H

Aanwending van korrosiewerende en/of beskermende lae Voorbereiding van koppelblokke Draadverbindings volgens vasgestelde lengtes sny en van ogies voorsien Ballas aan bedradingskanale aanbring Metaalskuur- en/of -poleerwerk Die skoonmaak van metaal deur ghriesverwydering en/of d.m.v. 'n bytvat en/of suurtenk Afwerking en/of afbaarding met die hand en/of d.m.v. slypwerk en/of verplaasbare kraggereedskap Indompeling en/of impregnering in isoleermiddel en/of emalje en/of verf en/of vernis Aftakeling van ou reklameborde (in winkel) Fosfor meng en maal vir die aanbring van lae op glasbuise onder aanwysing van 'n Loon A- tot Loon D-werknemer Soldeerwerk d.m.v. indompeling Glasbuise was en/of afspoel en/of droogmaak en/of van lae voorsien en/of bak d.m.v. outomatiese of half-outomatiese prosesse Reklamebordkiste voorberei en/of bespuit vir die aanbring van reklamebordvoorkante	Loon per uur vir werk ingedeel onder Loon H in Loontabel.

Rate H

Application of anti-corrosive and/or protective coatings Preparing connector blocks Cutting wiring connection to set lengths and fitting eyelets Fixing ballasts to wiring channels Metal buffing and/or polishing Metal cleaning by degreasing and/or pickling by vat and/or tank Dressing and/or deburring by hand and/or by grinding and/or by portable power tool Dipping and/or impregnating in insulating medium and/or enamel and/or paint and/or varnish Dismantling of old signs (in shop) Mixing and milling of phosphor for coating glass tubes under instruction of a Rate A to Rate D employee Soldering by dipping Washing and/or rinsing and/or drying and/or coating and/or baking of glass tubes by automatic or semi-automatic processes Preparing and/or spraying of sign boxes for reception of sign faces	Rate per hour for work classified at Rate H in Table of Wage Rates.

AANHANGSEL F

AFDELING 5

Die ontwerp, bereiding, oprigting en/of installering van radio-, verkoelings- en huishoudelike elektriese toesteluitrusting.

Tensy in hierdie Afdeling by die Raad geregistreer, mag geen werkgewer hierdie Afdeling gebruik of die lone en/of verdienste in hierdie Afdeling gespesifiseer, betaal nie, nl.:

Loon A

Radiotrisiënswerk—wat die opsporing en/of regmaak van foute in radiouitrusting insluit.. Koelkaswerktuigkundige se werk..... Die maak van koelkaskabinette	Loon per uur vir werk ingedeel onder Loon A in Loontabel.

Loon DD

Faktotum vir huishoudelike toestelle ('n werknemer wat radio's en/of koelkaste en/of enige ander huishoudelike elektriese toestelle met bestaande elektriese aansluitpunte of proppe verbind en/of lugdrade oprig)	Loon per uur vir werk ingedeel onder Loon DD in Loontabel.

Loon F

Aanbring van gemonteerde nuwe radiogrameenhede en/of nuwe onderstelle in kabinette wat vooraf gesny is om ontvangers en/of grameenhede te bevat..... Eerste ses maande ondervinding: R1,29	Loon per uur vir werk ingedeel onder Loon F in Loontabel.

Loon G

Huishoudelike toestelle uit kratte haal en oprig—sonder om sodanige toestelle te bedraad ..... Herhalende soldeerwerk ..... Eerste ses maande ondervinging: R1,16	Loon per uur vir werk ingedeel onder Loon G in Loontabel.

AANHANGSEL G

AFDELING 6

AFDELING VIR DIEFALARMS EN DERGELIKE ALARMSTELSELS

(a) *Algemeen.*—Die volgende werksaamhede in verband met die installering en/of herstel en/of versiening en/of onderhoud van diefalarms en dergelike alarmstelsels, nl.:

Loon AA

Finale toetsing..... Installering en/of bedrading en/of herstel en/of versiening van hoofalarmeenheid, alarmseintoestelle, kontroletoerusting en alle ander gespesialiseerde toerusting daarby betrokke (n.e.v.) (met inbegrip van leidings van stopkontakte af met gewone netspanning)..... Aanduiding van die werklike bedradingsroetes van die alarmstelsel..... Uitmerk van alle aansluitpunte vir alarmkomponente in gebiede wat beskerm moet word..... Toesig hou oor die installering van alle elektriese bedrading met lae spanning.....	Loon per uur vir werk ingedeel onder Loon AA in Loontabel.
Leerlinglone ten opsigte van Loon AA-werk:	
Eerste ses maande ondervinding	263c per uur.
Tweede ses maande ondervinding	277c per uur.
Derde ses maande ondervinding	285c per uur.
Vierde ses maande ondervinding	292c per uur.
Daarna: Loon AA	302c per uur.

Werkman Graad 1:

Loon D

Afstandverstelling van volumetriese detektors soos ultrasoniese en mikrogolfeenhede, onder toesig van 'n Loon AA-werknemer .... Instelling van infrarooi strale met gebruik van 'n toetsmeter of soortgelyke apparaat volgens vooraf bepaalde perke, onder toesig van 'n Loon AA-werknemer..... Regstelling van installasiefoute gediagnoseer deur en onder toesig van 'n Loon AA-werknemer, reparasies aan elektroniese eenhede uitgesluit ..... Konnekteer van kabels aan voorafgemerkte en/of vooraf bepaalde posisies tussen elektroniese detektors en kontrolebpanele	Loon per uur vir werk ingedeel onder Loon D in Loontabel.

Loon DDD

Konnekteer van kabels aan elektromeganiese detektors..... Verstelling van skokskakelaarkontakte volgens vooraf bepaalde perke..... Sagsoldeer met die hand ..... Aanwend van alarmfoelie-streek.....	Loon per uur vir werk ingedeel onder Loon DDD in Loontabel.

ANNEXURE F

DIVISION 5

The design, preparation, erection and/or installation of radio, refrigeration and domestic electrical appliance equipment.

No employer, unless registered by the Council in this Division, shall use the Division or pay the wages and/or earnings specified in this Division, namely:

Rate A

Radiotrician's work—which includes tracing and/or correcting faults in radio equipment... Refrigerator mechanic's work..... Refrigerator cabinet making.....	Rate per hour for work classified at Rate A in Table of Wage Rates.

Rate DD

Domestic appliance handyman (an employee who fits radios and/or refrigerators and/or any other household electrical appliances to existing electrical connections or plugs and/or erects aerials).....	Rate per hour for work classified at Rate DD in Table of Wage Rates.

Rate F

Mounting of assembled new radiogram units and/or new chassis into cabinets which have previously been cut to accommodate receivers and/or gram units ..... First six months of experience: R1,29	Rate per hour for work classified at Rate F in Table of Wage Rates.

Rate G

Uncrating and erecting of domestic appliances—other than the wiring up of such appliances..... Repetition soldering ..... First six months of experience: R1,16	Rate per hour for work classified at Rate G in Table of Wage Rates.

ANNEXURE G

DIVISION 6

BURGLAR AND OTHER SIMILAR ALARMS SYSTEMS DIVISION

(a) *General.*—The following operations in the installation and/or repair and/or servicing and/or maintenance of burglar and other similar alarm systems, namely:

Rate AA

Final testing..... 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)..... Indicating the actual wiring routes of the alarm system..... Marking out all attached points for alarm components on areas to be protected ..... Supervising installation of all low voltage electrical wiring	Rate per hour for work classified at Rate AA in Table of Wage Rates.
Learnership Rates in respect of Rate AA work:	
First six months of experience.....	263c per hour.
Second six months of experience	277c per hour.
Third six months of experience	285c per hour.
Fourth six months of experience	292c per hour.
Thereafter, Rate AA.....	302c per hour.

Operative Grade 1:

Rate D

Range adjustment of volumetric detectors such as ultrasonic and microwave units, under supervision of a Rate AA employee Setting up infra-red barriers by means of a test meter or the like to predetermined levels, under supervision of a Rate AA employee..... Rectification of installation faults diagnosed by and under the supervision of a Rate AA employee, excluding repairs to electronic units ..... Connecting of cables to pre-marked and/or predetermined positions between electronic detection devices and control panels	Rate per hour for work classified at Rate D in Table of Wage Rates.

Rate DDD

Connecting cables to electromechanical devices Adjustment of vibration contacts to pre-set limites ..... Soft soldering by hand..... Foiling of windows	Rate per hour for work classified at Rate DDD in Table of Wage Rates.

(Onder die toesig van 'n Loon AA-werknemer):

Loon F

Installering van katrolle, vensterskakelaars, deurkontakte en soortgelyke mindere komponente, verstellings uitgesluit, insluitende die lê en konnekteer van uitklinkbedrading	Loon per uur vir werk ingedeel onder Loon F in Loontabel.
Lê van laagspanningsalarmdrade	
Aanhegting van alle elektroniese of elektromeganiese detektors op vooraf bepaalde posisies	
Montering van kontrolepanele	
Aanhegting van spanningskakelaars, insluitende die aanhegting van sneller uitklinkdraad aan bogemelde skakelaars	
Gleuf- en/of prop- en/of boorwerk (n.e.v.) (uitgesonderd presisieboorwerk) volgens merke en/of ponsmerke en/of boormerke	

Niemand mag toegelaat word om werk te verrig in 'n hoër operateursgraad as die graad waarin hy tans werksaam is nie, tensy hy minstens drie maande gedien het in 'n graad regstreeks onder die graad waarin die hoër take gespesifiseer is, tensy hy 'n ekwivalente tydperk by 'n ander werkgewer in die Nywerheid gedien het:

Met dien verstande dan geen werknemer as gevolg van hierdie vereiste teen 'n laer skaal vergoed mag word as dié waarteen hy tans vergoed word nie.

Loon H

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

Bystandsdiens vir werknemers wat Loon AA-werk verrig

(1) 'n Werkgewer kan van 'n Loon AA-werknemer vereis om een week op 'n keer bystandsdiens te verrig: Met dien verstande dat, indien van so 'n werknemer vereis word om bystands-diens te verrig, sy vergoeding nie minder mag wees nie as die bedrag wat gespesifiseer word vir 'n Loon AA-werknemer met 24 maande ondervinding: Voorts met dien verstande dat die werknemer minstens 'n week vooraf kennis daarvan gegee moet word. Minstens 'n volle week moet verloop voordat 'n werknemer weer geroep mag word om bystandsdiens te verrig.

(2) Wanneer daar van 'n werknemer vereis word om bystandsdiens te verrig ingevolge subseksie (1) moet hy 'n bystandstoelaag ontvang vir ses uur teen die hoogste loonskaal wat vir Loon AA gespesifiseer word.

(3) Indien 'n werknemer vir diens uitgeroep word wanneer hy op bystandsdiens is, moet hy 'n minimum besoldiging van R4 per oproep ontvang, maar wanneer die oproep op 'n Sondag of statutêre vakansiedag geskied, moet hy R6 per oproep betaal word bo en behalwe die toelae in subseksie (2) vermeld.

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

AANHANGSEL H

LOONTABEL

Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

Loonindeling	*Loon per uur*
	R
Loon A	3,62
Loon AA Aanvangsloon	2,83
Na ses maande ononderbroke diens by dieselfde werkgewer, met ingebrip van ononderbroke diens op 1 Julie 1981	2,92
Na 12 maande ononderbroke diens by dieselfde werkgewer, met ingebrip van ononderbroke diens op 1 Julie 1981	3,02
Loon B	2,59
Loon C	2,52
Loon D	2,46
Loon DD	1,93
Loon DDD	1,62
Loon E	1,50
Loon F	1,30
Loon G	1,18
Loon H	1,13

No. R. 381 5 Maart 1982

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

ELEKTROTEGNIESE AANNEMINGS- EN -BEDIENINGSNYWERHEID, KAAP

Ek, Stephanus Petrus Botha, Minister van Mannekrag, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings

(Under the supervision of a Rate AA employee):

Rate F

Affixing of pulleys, window switches, door contacts and similar minor components, excluding adjustments, including the running out and connecting up of trip wiring.....	Rate per hour for work classified at Rate F in Table of Wage Rates.
Running low voltage alarm leads	
Affixing of all electronic or electromechanical detection devices to predetermined positions.....	
Mounting of control panels	
Affixing of tension switches and the affixing of tension wire to such switches.....	
Chasing and/or plugging and/or drilling (n.e.s.) (not precision drilling) to marks and/or pops and/or dimples	

No person shall be permitted to perform operations in a higher Operative Grade than that at which he is rated unless he has served at least three months in the grade immediately below that in which the higher operations are specified: unless he has served an equivalent period with any employer in this Industry:

Provided that no employee shall be remunerated at a lower rate of pay than he is currently receiving as a result of this requirement.

Rate H

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

Stand-by duty for employees engaged on Rate AA work

(1) An employer may require a Rate AA employee to do stand-by duty for one week at a time: Provided that should such employee be required to do stand-by duty he must be in receipt of not less than the amount of money specified for Rate AA after 24 months' experience: Provided further that the employee shall be given not less than one week's notice to that effect. At least one full week must elapse before an employee may be called upon to do stand-by duty again.

(2) When an employee is required to do stand-by duty in terms of subsection (1) above, he shall be paid a stand-by allowance for six hours at the highest Rate AA rate of pay specified.

(3) Where an employee is called out on a service when on stand-by duty he shall receive a minimum payment of R4 per call except when the call is on a Sunday or a statutory holiday, when he shall be paid R6 per call, in addition to the allowance stated in subsection (2) above.

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

ANNEXURE H

TABLE OF WAGE RATES

Wage rates applicable throughout this Agreement (n.e.s.):

Rate classification	*Rate per hour*
	R
Rate A	3,62
Rate AA Start	2,83
After six months' continuous employment with the same employer, inclusive of continuous employment on 1 July 1981	2,92
After 12 months' continuous employment with the same employer, inclusive of continuous employment on 1 July 1981	3,02
Rate B	2,59
Rate C	2,52
Rate D	2,46
Rate DD	1,93
Rate DDD	1,62
Rate E	1,50
Rate F	1,30
Rate G	1,18
Rate H	1,13

No. R. 381 5 March 1982

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of

van die Ooreenkoms en kennisgewing, gepubliseer by Goewermentskennisgewing R. 380 van 5 Maart 1982, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekrag.

No. R. 382 5 Maart 1982

WET OP ARBEIDSVERHOUDINGE, 1956

ELEKTROTEGNIESE AANNEMINGS- EN -BEDIENINGSNYWERHEID, KAAP.—INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, Stephanus Petrus Botha, Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermentskennisgewings R. 1239 en R. 1240 van 12 Junie 1981, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. P. BOTHA, Minister van Mannekrag.

the Agreement and notice, published under Government Notice R. 380 of 5 March 1982, 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 Manpower.

No. R. 382 5 March 1982

LABOUR RELATIONS ACT, 1956

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY, CAPE.—CANCELLATION OF GOVERNMENT NOTICES

I, Stephanus Petrus Botha, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 1239 and R. 1240 of 12 June 1981, with effect from the second Monday after the date of publication of this notice.

S. P. BOTHA, Minister of Manpower.

INHOUD

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Mannekrag, Departement van			
Goewermentskennisgewings			
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