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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 870

4 Mei 1984

WET OP ARBEIDSVERHOUDINGE, 1956

BOUNYWERHEID, BLOEMFONTEIN.—OOREENKOMS VIR DIE ELEKTROTEGNIËSE AANNEMINGSEKSIE

Ek, Pieter Theunis Christiaan du Plessis, 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 31 Desember 1984 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangaan 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, 8 (2) (a) (vii), 13 (1), 16, 32, 33, 34 en 35 (3) van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1984 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.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

NYWERHEIDSRAAD VIR DIE BOUNYWERHEID,
BLOEMFONTEIN

OOREENKOMS

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

Electrical Contractors' Association (South Africa)

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

988—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 870

4 May 1984

LABOUR RELATIONS ACT, 1956

BUILDING INDUSTRY, BLOEMFONTEIN.—
AGREEMENT FOR THE ELECTRICAL CONTRACTING SECTION

I, Pieter Theunis Christiaan du Plessis, 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 31 December 1984, 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, 8 (2) (a) (vii), 13 (1), 16, 32, 33, 34 and 35 (3) 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 31 December 1984, 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.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE BUILDING INDUSTRY,
BLOEMFONTEIN

AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Electrical Contractors' Association (South Africa)

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

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The South African Electrical Workers' Association

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Bounywerheid, Bloemfontein.

DEEL I**ALGEMENE VOORWAARDES WAT DEURGAANS OP HIERDIE OOREENKOMS VAN TOEPASSING IS****1. GEBIED EN TOEPASSINGSBESTEK**

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

(a) wat onderskeidelik lede is van die werkgewersorganisasie en die vakvereniging, en

(b) wat betrokke is by of werksaam is in die Nywerheid in 'n radius van 24,14 km vanaf die landdrosdistrik Bloemfontein. Hoofposkantoor, Bloemfontein.

(2) Ondanks subklousule (1), is die Ooreenkoms van toepassing op vakleerlinge en vakleerlinge wat kragtens die Wet op Mannekragopleiding, 1981, voorgeskryf is as die weekloon van sodanige werknemers geneem en is die uurloon die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

(3) Vir die toepassing van hierdie Ooreenkoms word die weeklikse loonskaal van vakleerlinge wat kragtens die Wet op Mannekragopleiding, 1981, voorgeskryf is as die weekloon van sodanige werknemers geneem en is die uurloon die weekloon soos hierbo bereken, gedeel deur die getal gewone ure wat daar in die betrokke bedryfsinrigting gewerk word.

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag vir die tydperk wat op 30 Junie 1984 eindig of vir dié tydperk wat die Minister bepaal.

3. WOORDOMSKRYWING

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

"Wet" die Wet op Arbeidsverhoudinge, 1956;

"vakleerling" 'n werknemer wat werksaam is ingevolge 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Mannekragopleiding, 1981, by die Departement van Mannekrag geregistreer is of waar aansoek gedoen is om hom kragtens die Wet op Mannekragopleiding, 1981, as vakleerling in te skryf;

"ambagsman" 'n werknemer wat sy opleiding kragtens die Wet op Mannekragopleiding, 1981, voltooi het, of wat opleiding ontvang het wat deur die Raad erken word as voldoende om hom daarop geregtig te maak om as ambagsman in die Nywerheid te werk;

"sertifikaat" 'n registrasiesertifikaat uitgereik ingevolge regulasie C. 182 van die Wet op Fabriekke, Masjinerie en Bouwerk, 1941;

"Raad" die Nywerheidsraad vir die Bounywerheid, Bloemfontein;

"drywer" 'n werknemer wat 'n meganiese voertuig op 'n openbare pad dryf en wat in besit is van 'n geldige rybewys wat kragtens 'n Padverkeersordonnansie uitgereik is;

"Elektrotegniese Aannemingsnywerheid" of "Nywerheid" die gesamentlike onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om elektriese installasies wat 'n integreerende en permanente deel van geboue uitmaak, te ontwerp, te berei (uitgesonderd vervaardiging vir verkoop) en op te rig en om sodanige installasies te herstel en/of te onderhou, met inbegrip van kabbelaswerk of elektriese bedrading wat daarmee in verband staan, maar uitgesonderd die herstel en/of onderhoud en/of installering van hysers en roltrappe in geboue;

"elektriese installering" die installering en/of oprigting en/of elektriese bedrading van enigeen van die artikels in die omskrywing van "Elektrotegniese Aannemingsnywerheid" genoem;

"Kweling Elektrotegniese Installasie-werkman" (hierna "KEIW" genoem) iemand wat in diens is van 'n lid van die werkgewersorganisasie en—

(a) wat by die Raad geregistreer is met die doel om opleiding te ontvang wat deur die Raad voorgeskryf is;

(b) wat aan die volgende vereistes moet voldoen:

(i) Minstens vier jaar voor registrasie in die Nywerheid in diens moes gewees het;

(ii) gedurende die jaar wat hy opgelei word vir 'n minimum van drie periodes van vyf dae elk verpligte opleiding moet ontvang by 'n instituut in sentra deur die Raad goedgekeur, om hom toe te rus om take uit te voer wat 'n KEIW kan onderneem;

(iii) binne 'n tydperk van 12 maande 'n voorgeskrewe eksamen moet aflê voor eksaminatore wat deur die Raad uit sowel die werkgewer- as die werknemerparty by die Raad aangestel is;

The South African Electrical Workers' Association

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

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

PART I**GENERAL CONDITIONS APPLICABLE THROUGHOUT THIS AGREEMENT****1. AREA AND SCOPE OF APPLICATION**

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

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

(b) who are engaged or employed in the Industry within a radius of 24,14 km from the General Post Office, Bloemfontein.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall apply to apprentices and trainees only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any conditions prescribed or any notice served in terms thereof.

(3) For the purposes of this Agreement, the weekly wage rate of apprentices prescribed under the Manpower Training Act, 1981, shall be taken to be the weekly wage of such employees, and the hourly rate shall be the weekly wage calculated as above, divided by the number of ordinary hours worked in the establishment concerned.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force for the period ending 30 June 1984 or for such period as the Minister may determine.

3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Labour Relations 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 Labour Relations Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered with the Department of Manpower in terms of the Manpower Training Act, 1981, or where an application has been made to indenture him as an apprentice under the provisions of the Manpower Training Act, 1981;

"artisan" means an employee who has completed his training in terms of the Manpower Training Act, 1981, or has received training recognised by the Council as sufficient to entitle such an employee to work as an artisan in the Industry;

"certificate" means a certificate of registration issued in terms of Regulation C. 182 of the Factories, Machinery and Building Work Act, 1941;

"Council" means the Industrial Council for the Building Industry, Bloemfontein;

"driver" means an employee engaged in driving a mechanical vehicle on a public road and who is in possession of a valid driver's licence issued under any Road Traffic Ordinance;

"Electrical Contracting Industry" or "Industry" means the joint enterprise in which employers and their employees are associated for the purpose of the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent part of buildings and the repair and/or maintenance of such installations, including any cable jointing or electrical wiring associated therewith, but excluding the repair and/or maintenance and/or installation of lifts and escalators in buildings;

"electrical installation" means the installation and/or erection and/or electrical wiring of any of the articles enumerated in the definition of "Electrical Contracting Industry";

"Electrical Installation Operative Trainee" (hereinafter referred to as "EIOT") means a person who is employed by a member of the employers' organisation and who—

(a) is registered with the Council for the purpose of receiving training prescribed by the Council;

(b) shall comply with the following requirements:

(i) Have been employed in the industry for at least four years prior to registration;

(ii) shall undergo compulsory institutionalised training for a minimum of three periods of five days each during his year of training at centres to be agreed upon by the Council to equip him to perform the tasks which may be undertaken by an EIO; and

(iii) within a period of 12 months, undergo a prescribed examination by examiners appointed by the Council from both employer and employee parties to the Council;

(c) aan wie, wanneer hy in die voorgeskrewe eksamen slaag, 'n bewys van bedrewenheid uitgereik moet word op die wyse en in die vorm deur die Raad voorgeskryf;

(d) wat indien hy nie binne 12 maande na registrasie in die voorgeskrewe eksamen slaag nie, na sy vorige werk moet teruggaan of sy dienste beëindig moet word; en

(e) wat, tydens sy opleiding onder die toesig van 'n Elkon moet wees;

"Elektrotegniese Installasie-werksman" (hierna "EIW" genoem) iemand wat in diens is van 'n lid van die werkgewersorganisasie, wat die voorgeskrewe opleiding ondergaan het, wat in die voorgeskrewe eksamen geslaag het, wat in besit is van bewys van bedrewenheid, wie se naam verskyn op die register wat die Raad hou vir die doel van registrasie, en wat in diens geneem kan word om enigeen van of al die volgende take te verrig:

Met dien verstande dat sodanige take uitgevoer word slegs op nuwe installasies of op groot opknappings van bouwerke of geboue waarvan die krag van die hooftoevoer afgesny is: Voorts met dien verstande dat sodanige take uitgevoer word onder toesig van 'n Elkon:

(a) Die installering van leipype;

(b) die installering en aanheg aan leipype van leë leipypbybehore en kaste;

(c) die plasing van geleiers in metaal- of nie-metaalleidings, hooflyneleidings en geleistamleidings;

(d) vasklamwerk, met inbegrip van die plasing van drade in die klampe: Met dien verstande dat daar geen trekspanning plaasvind nie;

(e) die installering en vassit van liggenehede, insluitende die aansluiting daarvan;

(f) die aansit van afdigstukke aan PVC-kabels, uitgesonderd afdigstukke wat met lood, karsagtige epoksie of soortgelyke vulsel gevul word;

(g) die installering van ligskakelaars en -sokke, met inbegrip van die aansluiting daarvan;

(h) die installering van gesistematiseerde elektriese installasies, d.w.s. 'n vooraf ontwerpte bedradingstelsel wat werk van 'n herhalings-aard meebring waarvan die komponente gereedgemaak is volgens die vereiste lengtes en groottes en wat op die terrein afgelewer word gereed vir installering, en omvat dit die aansluiting van die bybehore daarvan;

(i) drade trek deur draadleidings;

(j) die werk van 'n arbeider.

Klousule 34 is van toepassing sodra iemand as 'n EIW kwalifiseer;

"elektriese bedrading" die ontwerp, installering, verandering, herstel of toetsing van 'n kabel, geleier, toebehore, apparaat of leipyp wat gebruik word of bedoel is om gebruik te word vir doeleindes in verband met die voorsiening en/of verbruik van elektrisiteit;

"Elektrisiën (Konstruksie)" (hierna "Elkon" genoem) 'n ambagsman wat die houer is van 'n sertifikaat soos omskryf en omvat dit iemand wat kragtens regulasie C. 182 van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, as in installasie-elektrisiën geregistreer is;

"werknemer" iemand in diens op enigeen van die klasse werk in hierdie Ooreenkoms en/of die bylaes daarvan gelys, asook iemand in diens ingevolge 'n vakleerlingkontrak wat deur die Raad erken word;

"werkgewer" iemand wat werk verskaf aan of iemand in diens neem en hom besoldig of uitdruklik of stilswyend onderneem om hom te besoldig of wat iemand op watter wyse ook al toelaat om hom by te staan met die voortsetting of bestuur van sy besigheid;

"bedryfsinrigting" 'n plek van waar 'n werkgewer normaalweg sy besigheid bedryf en waar sy loonstate gehou word;

"arbeider graad I" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:

(a) Leipype buig;

(b) leipype volgens merke sny, skroefdraad daarop insny en dit ruim;

(c) leë leipypbybehore en kaste aan leipype aanheg;

(d) vasklamwerk, met inbegrip van die plasing van drade in die klampe;

(e) elektriese hooflyneleidings installeer;

(f) 'n slootgraafmasjien bedien;

(g) 'n Elkon, 'n ambagsman en 'n EIW help, maar nie om selfstandig te werk nie, behalwe soos in (a) tot (f) hierbo uiteengesit;

"arbeider graad II" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:

(a) Materiaal laai of aflaai;

(b) gleuwe en gate in mure en betonvloere maak vir leipype, en beton- en baksteenwerk boor;

(c) gate en slote grawe, pale inplant en kabels lê in slote, leidings en rakke, insluitende die vasmaak van sodanige kabels;

(d) oortollige installasies en uitrusting in verband daarmee, waarvan die toevoerkabels verwyder is, strop;

(c) shall, on passing the prescribed examination, be issued with proof of proficiency in the manner and form prescribed by the Council;

(d) should he fail to pass the prescribed examination within 12 months of registration, shall revert to his previous occupation or his services shall be terminated; and

(e) whilst undergoing training, shall be under the supervision of an Elkon;

"Electrical Installation Operative" (hereinafter referred to as an "EIO") means a person who is employed by a member of the employers' organisation, has undergone the prescribed training, has passed the prescribed examination, is in possession of proof of proficiency, whose name appears on the register kept by the Council for the purpose of registration and who may be engaged on any or all of the following tasks:

Provided that such tasks are carried out only on new installations or on major renovations of structures or buildings from which the power has been disconnected from the main supply: Provided further that such tasks are carried out under the supervision of an Elkon:

(a) The installation of conduit;

(b) the installation and attachment to conduit of empty conduit accessories and trays;

(c) the placing of conductors in metallic or non-metallic ducts, trunking and busbar trunking;

(d) cleating, including the placing of wires in the cleats: Provided that there is no tensioning;

(e) the erection and fixing of luminaires, including the connection thereto;

(f) fitting of glands to PVC cables, but excluding any glands which require lead, epoxy resin or similar filling;

(g) the installation of light switches and sockets, including the connection thereof;

(h) the installation of systemised electrical installations, which means a pre-designed wiring system entailing work of a repetitive nature of which the components have been prepared to lengths and sizes required and delivered ready for installation to the site and includes the connecting of accessories thereto;

(i) drawing of wires into wireways;

(j) the work of a labourer.

On qualifying as an EIO, the provisions of clause 34 shall apply;

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

"Electrician (Construction)" (hereinafter referred to as "Elkon") means an artisan who is the holder of a certificate as defined and includes a person who has been registered as an installation electrician as provided for in Regulation C. 182 of the Factories, Machinery and Building Work Act, 1941;

"employee" means any person employed on any of the classes of work scheduled in this Agreement and/or the annexures thereto and includes a person employed under a contract of apprenticeship recognised by the Council;

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

"establishment" means a place where an employer normally conducts his business and where his wage sheets are kept;

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

(a) Bending of conduit;

(b) cutting of conduit to marks, threading and reaming thereof;

(c) the attachment to conduit of empty conduit accessories and trays;

(d) cleating, including the placing of wires in the cleats;

(e) installing electrical trunking;

(f) operating a trenching machine;

(g) assisting an Elkon, an artisan and an EIO, but not to perform any work individually, except as set out in (a) to (f) above;

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

(a) Loading or unloading materials;

(b) chasing and cutting of walls and concrete floors for conduit and drilling concrete and brickwork;

(c) digging of holes and trenches, planting of poles and laying of cables in trenches, ducts and racks, including the securing of such cables;

(d) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;

(e) 'n Elkon, 'n ambagsman en 'n EIW help, maar nie om selfstandig te werk nie, behalwe soos in (a) tot (d) hierbo uiteengesit;

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

"perseel" 'n stuk grond en 'n gebou of bouwerk, of 'n gedeelte daarvan, bo of onder die oppervlakte van 'n stuk grond, en omvat dit 'n voertuig, vliegtuig of vaartuig;

"openbare vakansiedag" 'n openbare vakansiedag soos kragtens die Wet op Openbare Feesdae, 1952 (Wet 5 van 1952), bepaal;

"besoldiging" betaling in geld kragtens hierdie Ooreenkoms, gemaak of verskuldig aan iemand, wat op watter wyse ook al voortspruit uit indiensneming, en "besoldig" het 'n ooreenstemmende betekenis;

"skof" 'n werkdag;

"geskikte huisvesting" 'n hotel, losieshuis, woonwa of ander geskikte huisvesting. Indien daar 'n geskil ontstaan oor die vertolking van geskikte huisvesting, moet die Raad uitsluitel gee;

"kwekeling" iemand wat ooreenkomstig die Wet op Mannekragopleiding, 1981, as ambagsman opgelei word;

"loon" die uurloon in klousule 4 van Deel II van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat waar 'n werkgewer die werknemer geregeld 'n hoër bedrag betaal as die bedrag in genoemde klousule voorgeskryf, dit sodanige hoër bedrag beteken;

"werkdag" 'n dag uitgesonderd Saterdag, Sondag of 'n openbare vakansiedag;

"werkende werkgewer" 'n werkgewer of 'n vennoot in 'n vennootskap wat self handwerk in die Nywerheid verrig, 'n alleen-eienaar, werkende direkteur of werkgewer wat werk doen wat in die Ooreenkoms gelys is, en hy moet geag word 'n werknemer te wees ten opsigte van wie bydraes ingevolge hierdie Ooreenkoms gemaak moet word. In die geval van 'n vennootskap moet 'n gesertifiseerde afskrif van die vennootskapsooreenkoms by die Raad ingedien word.

4. WERKDAE EN WERKURE

(1) (a) Behoudens klousule 5 van Deel I mag geen werkgewer van 'n werknemer vereis of hom toelaat om soos volg te werk nie:

- (i) Langer as agt uur op 'n dag, van Maandag tot Vrydag;
- (ii) langer as vyf dae in 'n week, van Maandag tot Vrydag;
- (iii) op 'n Saterdag, Sondag of openbare vakansiedag;
- (iv) voor 07h00 of na 17h00;

(v) langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur, waartydens daar nie van die werknemer vereis of hy nie toegelaat mag word om te werk nie: Met dien verstande dat—

(aa) 'n werkgewer met die meerderheid van sy werknemers kan ooreenkom om die duur van die pouse tot minstens 'n halfuur te verminder;

(ab) wanneer daar van 'n werkgewer vereis word om 'n werknemer 'n tweede pouse te gee as gevolg van oortyd gewerk, sodanige pouse tot minstens 15 minute verminder kan word;

(ac) behoudens subparagraaf (v) (aa) en (ab) hiervan, werktydperke wat deur pouses van minder as een uur onderbreek word, geag moet word aaneenlopend te wees;

(b) Ondanks paragraaf (a) kan 'n werkgewer, by wyse van 'n verklaring aan die Raad, binne 'n maand na die datum van inwerkingtreding van hierdie Ooreenkoms besluit om die werkure te verander, en daarna mag sodanige werkgewer nie van 'n werknemer vereis of hom toelaat om soos volg te werk nie:

- (i) Langer as nege uur op 'n bepaalde dag;
- (ii) langer as vyf dae in 'n week, van Maandag tot Vrydag;
- (iii) op 'n Saterdag, Sondag of openbare vakansiedag;
- (iv) voor 07h00 of na 17h00;

(v) (aa) langer as vyf uur aaneen sonder 'n ononderbroke pouse van minstens een uur, waartydens daar nie van die werknemer vereis of hy nie toegelaat mag word om te werk nie: Met dien verstande dat 'n werkgewer met die meerderheid van sy werknemers kan ooreenkom om die duur van die pouse tot minstens 'n halfuur te verminder;

(ab) behoudens subparagraaf (aa) of (ac) hiervan moet werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(ac) wanneer daar van 'n werkgewer vereis word om 'n werknemer 'n tweede pouse te gee as gevolg van oortyd gewerk, kan sodanige pouse tot minstens 15 minute verminder word.

(e) assisting an Elkon, an artisan and an EIO, but not to perform any work individually, except as set out in (a) to (d) above;

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

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

"public holiday" means any public holiday as determined in the Public Holidays Act, 1952 (Act 5 of 1952);

"remuneration" means any payment in money arising out of the terms of this Agreement, made or owing to any person, which arises in any manner whatsoever out of employment, and "remunerate" has a corresponding meaning;

"shift" means a working day;

"suitable accommodation" means a hotel, boarding house, caravan or other suitable accommodation. In the event of a dispute in regard to what is suitable accommodation the Council shall give a ruling;

"trainee" means a person undergoing training as an artisan in terms of the Manpower Training Act, 1981;

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

"working day" means any day, other than Saturday, Sunday or a public holiday;

"working employer" means an employer or any partner in a partnership who does manual work in the Industry, a sole proprietor, working director or employer who is engaged in any work scheduled in the Agreement, and shall be deemed to be an employee in respect of whom contributions are required to be made in terms of this Agreement. If a partnership, a certified copy of the deed of partnership must have been lodged with the Council.

4. WORKING DAYS AND HOURS OF WORK

(1) (a) Subject to the provisions of clause 5 of Part I, no employer shall require or permit any employee to work—

- (i) for more than eight hours in any one day, Mondays to Fridays;
- (ii) for more than five days in any one week, Mondays to Fridays;
- (iii) on a Saturday, Sunday or public holiday;
- (iv) before 07h00 or after 17h00;

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

(aa) an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour;

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

(ac) except as provided for in subparagraph (v) (aa) and (ab) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous.

(b) Notwithstanding the provisions of paragraph (a), an employer may, by declaration to the Council, within one month of the date of coming into operation of this Agreement, elect to change the hours of work and thereafter such employer shall not require or permit any employee to work—

- (i) for more than nine hours in any one day;
- (ii) for more than five days in any one week, Mondays to Fridays;
- (iii) on a Saturday, Sunday or public holiday;
- (iv) before 07h00 or after 17h00;

(v) (aa) for more than five hours continuously without an uninterrupted interval of not less than one hour, during which interval the employee shall not be required or permitted to perform any work: Provided that an employer may agree with a majority of his employees to reduce the length of the interval to not less than half an hour;

(ab) except as provided for in subparagraph (aa) or (ac) hereof, periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

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

(2) Ten einde die hou van 'n staat van die aanvangs- en uitskeiye en werkure van sy werknemers te vergemaklik, kan 'n werkgever vereis dat hulle in- en uitklok en kan hy vereis dat 'n werknemer bevredigende bewys lewer dat hy by die werk was voordat hy die werknemer loon en/of besoldiging betaal vir tyd wat nie deur die klok aangeteken is nie: Met dien verstande dat 'n werknemer ingevolge hierdie Ooreenkoms betaal moet word vir die tyd deur die klok aangeteken wat binne die aanvangs- en uitskeiye van die skof vir daardie weekdag val, uitgesonderd die etenspouses waarvan die werkgever sy werknemers ingevolge klousule 31 (2) van hierdie Deel in kennis gestel het en vir alle tyd wat die werkgever vereis dat hy moet werk en wat nie binne sodanige aanvangs- en uitskeiye val nie.

(3) Tensy deur die Raad anders gemagtig, mag die oortyd wat gewerk mag word, insluitende Sondagwerk, hoogstens 10 uur per week wees.

5. OORTYD

(1) Oortydwerk is vrywillig, en 'n werknemer wat werk verrig wat langer duur of buite die ure val wat in klousule 4 voorgeskryf word, moet soos volg besoldig word:

(a) Een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur vir die eerste drie uur ná die gewone werkure op 'n dag van Maandag tot Vrydag gewerk;

(b) een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur vir alle ure meer as drie uur na die gewone werkure op 'n dag van Maandag tot Vrydag gewerk en vir elke uur of gedeelte van 'n uur vir alle ure op 'n Saterdag gewerk;

(c) een en twee derde maal sy uurloon vir elke uur of gedeelte van 'n uur vir alle ure op 'n Sondag of 'n openbare vakansiedag gewerk.

(2) Waar 'n werknemer in 'n bepaalde week van sy werk af wegbly vir 'n gedeelte van, of vir al die gewone werkure wat in klousule 4 hiervan voorgeskryf word, moet sodanige gewone ure wat die werknemer nie gewerk het nie, ondanks subklousule (1) van hierdie klousule, afgetrek word van die ure wat sodanige werknemer oortyd gewerk het en moet daar vir die ure aldus afgetrek, betaal word teen die werknemer se gewone loon: Met dien verstande dat—

(i) as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure wat hy gewerk het, daar vir al sodanige oortydure betaal moet word teen die werknemer se gewone uurloon;

(ii) waar 'n werknemer van sy werk afwesig is met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer, hierdie subklousule nie van toepassing is nie en dat daar vir die oortydure wat in so 'n geval gewerk is, betaal moet word teen die oortydloon wat van toepassing is op die oortydure wat hy gewerk het: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis dat hy 'n mediese sertifikaat moet voorlê waarin die oorsaak van sy afwesigheid gespesifiseer word.

(3) 'n Werknemer wat gegrief is deur die toepassing van enigeen van die bepalings van subklousule (2) op hom, kan by die Raad appelleer teen die beslissing op hom toegepas en die Raad kan na oorweging van die redes wat vir sodanige beslissing voorgelê word, daardie beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes gewees het.

6. TYD- EN LOONSTATE

Werkgevers moet sodanige tyd- en loonstate hou as wat deur regulasies kragtens die Wet voorgeskryf word, en werknemers moet tydstaats invul soos deur die werkgever vereis.

7. KORTTYD

(1) (a) 'n Werkgever kan vereis dat sy werknemers minder ure werk as die gewone werkure van sy bedryfsinrigting as gevolg van 'n tekort aan werk en/of materiaal, en in so 'n geval moet die werkgever sy werknemers twee volle werkdade kennis gee van sy voorneme om korttyd te werk, en moet hy sover doenlik die beskikbare werk onder die betrokke werknemers verdeel. Waar die werkgever uitdruklik vereis dat die werknemer hom op 'n bepaalde dag by sy bedryfsinrigting moet aanmeld om vas te stel of werk beskikbaar is, moet die werknemer minstens vier uur werk gegee word of besoldiging in plaas daarvan betaal word ten opsigte van sodanige dag.

(b) Indien die werkgever die werknemer op die werkdag onmiddellik voor die dag waarop sy teenwoordigheid nie vereis word nie daarvan verwittig, of indien onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgever in die geval van die voorafgaande omstandighede opduik, word daar nie van die werkgever vereis om lone aan sy werknemers te betaal nie, behalwe vir die tydperke wat hulle werklik gewerk het:

Met dien verstande dat waar die werkgever glo dat die werk hervat kan word en sy werknemers uitdruklik opdrag gee om hulle op 'n besondere dag vir diens aan te meld, hy hulle minstens vier uur werk moet gee of besoldiging in plaas daarvan moet betaal ten opsigte van sodanige werkdag. Onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgever wat in hierdie paragraaf bedoel word, sluit nie gure weer in nie. Die werkgever moet die Raad binne sewe dae na die aanvang van die korttydwerking skriftelik daarvan in kennis stel.

(2) Kort skofte gedurende korttydwerking gewerk, tel as skofte werklik gewerk om te kwalifiseer vir verlof met besoldiging in die Ooreenkoms bedoel.

(2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work and may before paying any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work: Provided that an employee shall be paid in terms of this Agreement for any time recorded by the clock which falls within the starting and finishing time of the shift for that day of the week, excluding meal intervals as notified by the employer to his employees in terms of clause 31 (2) of this part and for all time which he is required by the employer to work which does not fall within such starting and finishing times.

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

5. OVERTIME

(1) Overtime shall be voluntary, and any employee who works any time in excess of or outside the hours as prescribed in clause 4 shall be paid at the rate of—

(a) one and a third times his hourly rate of wages for every hour or part of an hour for the first three hours worked after ordinary hours of work on any day from Monday to Friday;

(b) one and a half times his hourly rate of wages for every hour or part of an hour worked in excess of three hours of overtime worked on any day from Monday to Friday and for every hour or part of an hour for all hours worked on a Saturday;

(c) one and two thirds times his hourly rate of wages for every hour or part of an hour for all hours worked on a Sunday or a public holiday.

(2) 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 work as prescribed in clause 4 hereof, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided that—

(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 shall be paid for at the employee's ordinary hourly rate;

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

(3) Any employee who is aggrieved by the application to him of any of the provisions of subclause (2) 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.

6. TIME AND WAGE RECORDS

Employers shall keep such time and wage records as are prescribed by regulations under the Act, and employees shall complete time sheets as required by the employer.

7. SHORT-TIME

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

(b) If the employer advises the employee on the working day immediately preceding the day on which he is not required to attend or if unforeseen contingencies and/or circumstances beyond the control of the employer in the event of the foregoing circumstances arise the employer shall not be required to pay wages to his employees, except for the periods actually worked:

Provided that where the employer believes that resumption of work can be effected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof in respect of such day. Unforeseen contingencies and/or circumstances beyond the control of the employer referred to in this paragraph shall not include inclement weather. The employer shall within seven days of commencement of working short-time notify the Council thereof in writing.

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

8. BETALING VAN BESOLDIGING

(1) (a) Besoldiging moet wekeliks, tweewekeliks of maandeliks betaal word, soos onderling tussen die werkgewer en minstens 75 persent van sy werknemers ooreengekom. Die werkgewer moet die Raad binne 30 dae nadat die ooreenkoms bereik is, in kennis stel van die reëling vir die betaling van besoldiging.

(b) Waar die diens van 'n werknemer na die sluiting van die betaalweek beëindig word, is alle besoldiging wat hom na daardie sluiting toekom, betaalbaar voor of op die betaaldag waarop die besoldiging gewoonlik betaal sou word of nie later nie as sewe dae na diensbeëindiging, naamlik die vroegste datum.

Met dien verstande dat sodanige besoldiging op versoek van die werknemer, of per poswissel of per tjek aan die adres deur hom verskaf, gestuur moet word.

(c) Aan elke werknemer moet 'n betaalstaat gegee word waarop sy totale besoldiging, betaling vir gewone tyd en oortyd, toelaes en aftrekkings aangedui word.

(2) (a) Tensy andersins in hierdie Ooreenkoms bepaal, mag die volgende aftrekkings van besoldiging geskied slegs van lone of verdienste aan 'n werknemer verskuldig kragtens hierdie Ooreenkoms:

(i) Vir eethuisdienste, waar die aftrekking gemagtig is by wyse van 'n aftrekorder wat deur die werknemer beëindig kan word deur hoogstens 28 dae kennis te gee van beëindiging van die ooreenkoms tot sodanige aftrekking;

(ii) waar 'n werknemer van die werk afwesig is, insluitende afwesigheid gedurende verlof sonder besoldiging wat toegestaan is ter verlenging van verlof met besoldiging waarvoor daar in hierdie Ooreenkoms voorsiening gemaak is, 'n *pro-rata* bedrag vir die duur van sodanige afwesigheid;

(iii) met die skriftelike toestemming van die werknemer, aftrekkings vir versekerings- of ander fondse deur die Raad goedgekeur;

(iv) bydraes tot die fondse van die Raad ingevolge klousule 18 van hierdie Deel van die Ooreenkoms;

(v) 'n aftrekking van die bedrag wat 'n werkgewer regtens of ingevolge 'n hofbevel moet of mag betaal;

(vi) waar 'n werkgewer 'n werknemer as gevolg van 'n klerklike, rekeningkundige of administratiewe fout of misrekening besoldiging betaal wat meer is as die bedrag regtens betaalbaar, is die werkgewer daarop geregtig om die bedrag van die oorbetalings van daaropvolgende lone of verdienste te verhaal, maar geen enkele aftrekking mag meer wees as 15 persent van die werknemer se besoldiging nie;

(vii) bedrae vir vakverenigingsledegeld.

(b) Ondanks hierdie klousule met betrekking tot betaling van besoldiging, kan 'n werkgewer, na onderlinge reëling met sy werknemers, die bedrag ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig per tjek betaal of in die krediet van sodanige werknemer inbetaal by 'n bank, bougenootskap of geregistreerde instelling wat deposito's ontvang en wat deur die werknemer genomineer is, en sodanige betalings moet alle bedrae insluit wat aan die werknemer verskuldig is.

(c) Ingeval die diens van 'n werknemer beëindig word voor die gewone betaaldag van toepassing in sy geval, moet alle betalings ingevolge hierdie Ooreenkoms aan hom verskuldig, betaal word in ooreenstemming met die betrokke vereistes van hierdie Ooreenkoms.

(d) Ondanks klousule 9 van hierdie Ooreenkoms wat betrekking het op verlofgeld, moet betaling van verlofgeld in ooreenstemming met hierdie klousule gemaak word op dieselfde wyse as dié waarop 'n werknemer se verdienste betaal word.

(e) *Maandeliks besoldigde werknemers.*—(i) Voormanne wat ook werk en wie se pligte toesighouding oor ander ambagsmanne en werknemers insluit, kan, by kennisgewing aan die Raad, maandeliks besoldig word op 'n grondslag wat nie minder mag wees nie as die besoldiging in hierdie Ooreenkoms vir 'n Elkon voorgeskryf vir die aantal ure per week, insluitende ure oortyd gewerk, wat kragtens die Ooreenkoms toegelaat word.

(ii) Al die bepalinge van hierdie ooreenkoms is van toepassing op die maandeliks besoldigde werknemer, insluitende betaling teen oortydariere vir alle ure gewerk wat meer is as die ure voorgeskryf in die aanstellingsbrief wat by die Raad ingedien moet word.

(iii) 'n Maandeliks besoldigde werknemer moet betaal word vir al die tyd wat hy met die toestemming van sy werkgewer van die werk afwesig is.

(f) *Verantwoordelikheid.*—Geen Elkon, ambagsman, EIW, vakleerling of kwekeling mag 'n arbeider wat onder sy beheer of toesig werk, toelaat of verlof gee om ander werk te verrig nie as dié wat in die omskrywing van "arbeider" in klousule 3 van hierdie Ooreenkoms bedoel word.

(4) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon wat aan 'n werknemer betaal is onmiddellik voor, of waarop 'n werknemer geregtig was op, die datum waarop hierdie Ooreenkoms in werking tree verminder nie, solank so 'n werknemer in die diens van dieselfde werkgewer is. Hierdie subklousule geld ook in die geval van 'n werknemer wie se diens beëindig word deur so 'n werkgewer na die datum waarop hierdie Ooreenkoms in werking tree en wat weer binne 'n tydperk van 30 kalenderdae deur so 'n werkgewer in diens geneem word.

By die toepassing hiervan, omvat "Ooreenkoms" alle wysigings daarvan.

8. PAYMENT OF REMUNERATION

(1) (a) Remuneration shall be paid weekly, fortnightly or monthly as mutually agreed upon by the employer and at least 75 per cent of his employees. The employer shall notify the Council of the arrangement made for the payment of remuneration within 30 days of agreement being reached.

(b) Where the services of an employee are terminated after the closure of the pay-week, all remuneration due to him after that closure shall be payable not later than the pay-day on which the remuneration would normally have been paid or not later than seven days after the termination of employment, whichever is the earlier.

Provided that, at the request of the employee, such remuneration shall be forwarded to him, either in the form of a money order or a cheque, at an address provided by him.

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

(2) (a) Except as otherwise provided in this Agreement, the following deductions from remuneration may only be made from the wages or earnings payable to any employee in terms of this Agreement:

(i) For canteen services, where the deduction is authorised by stop-order terminable by the employee by giving not more than 28 days' notice of the termination of his agreement to such deduction being made;

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

(iii) with the written consent of the employee, deductions for insurance or any other funds approved by the Council;

(iv) contributions to the funds of the Council in terms of clause 18 of this Part of the Agreement;

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

(vi) where any employer, due to a clerical, accounting or administrative error or miscalculation, pays an employee 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, but no one deduction may exceed 15 per cent of the employee's remuneration;

(vii) deductions for subscriptions to the trade union.

(b) Notwithstanding the provisions of this clause relating to payment of remuneration, an employer may, by mutual arrangement with his employees, pay any amount due to an employee in terms of this Agreement by cheque or to the credit of such employee with a bank, building society or registered deposit-receiving institution nominated by the employee, such payment into a bank, building society or institution to include all payments due to the employee.

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

(d) Notwithstanding the provisions of clause 9 of this Agreement relating to payment of leave pay, payment of leave pay shall be made in accordance with the provisions of this clause in the same manner as that in which the employee is paid his earnings.

(e) *Monthly-paid employees.*—(i) Working foremen whose duties require them to supervise other artisans and employees may, upon notification to the Council, be remunerated on the basis of a monthly salary which shall be not less than the remuneration prescribed for an Elcon in this Agreement for the number of hours per week, including overtime hours, permitted in terms of the Agreement.

(ii) All the provisions of this Agreement shall be applicable to a monthly-paid employee, including payment at overtime rates for all time worked in excess of the hours specified in the letter of appointment which shall be lodged with the council.

(iii) A monthly-paid employee who has time off work with the permission of his employer, shall be paid for such time off.

(3) *Responsibility.*—No Elcon, artisan, EIO, apprentice or trainee shall allow or permit any labourer working under his control or supervision to perform any work other than that referred to in the definition of "labourer" in clause 3 of the Agreement.

(4) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee immediately prior to, or to which any employee was entitled at, the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this subclause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer within a period of 30 calendar days.

For the purposes hereof, "Agreement" shall include any amendment thereto.

9. JAARLIKSE VERLOF

(1) Gedurende die tydperk tussen 16h30 op 15 Desember 1983 en 07h30 op 11 Januarie 1984 of op 'n openbare vakansiedag mag geen werk in die Nywerheid deur werkgewers en werknemers verrig word nie.

(2) Geen werkgewer mag van 'n werknemer vereis om gedurende die verloftyd in subklousule (1) voorgeskryf of op 'n openbare vakansiedag wat in dié subklousule bedoel word, werk in die Nywerheid te verrig nie en geen werknemer mag sodanige werk gedurende sodanige dae verrig sonder dat toestemming vooraf van die Raad verkry is nie.

(3) Die bepalings van Hoofstuk IV van die Ooreenkoms van toepassing op die Bou- en Monumentklipmesselnywerheid, Bloemfontein, soos gepubliseer by Goewermentskennisgewing R. 54 van 13 Januarie 1984 is *mutatis mutandis* van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word: Met dien verstande dat slegs bydraes tot Fondse in klousule 18 bedoel van toepassing is op die werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

10. SIEKTEVERLOF MET BESOLDIGING

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

(a) Gedurende die eerste 12 agtereenvolgende maande diens, minstens een werkdag ten opsigte van elke voltooide vyf weke diens by die werkgewer;

(b) ten opsigte van aanenlopende diens daarna, altesaam minstens 10 werkdag gedurende die daaropvolgende tydperk van 12 agtereenvolgende maande diens by die werkgewer.

(2) Die werkgewer moet aan die werknemer vir elke dag wat hy afwesig is soos in klousule (1) bepaal 'n bedrag betaal wat minstens gelyk is aan die bedrag wat die werknemer sou ontvang het as hy die gewone ure van die skof vir daardie dag van die week gewerk het: Met dien verstande dat—

(i) voordat die werkgewer die bedrag betaal wat ingevolge hierdie subklousule aan die werknemer betaalbaar is ten opsigte van 'n tydperk van afwesigheid van werk van langer as twee agtereenvolgende dae, die werkgewer kan vereis dat die werknemer 'n mediese sertifikaat voorlê wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se siekte of besering vermeld; en dat

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

(iii) die werkgewer van die werknemer kan vereis om 'n mediese sertifikaat voor te lê ten opsigte van afwesigheid van werk op die werkdag onmiddellik voor en/of na 'n Sondag of 'n openbare vakansiedag wat in hierdie Ooreenkoms voorgeskryf word.

(3) Waar daar regtens van die werkgewer vereis word om te betaal vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer en hy sodanige gelde betaal ten opsigte van siekte of besering in hierdie klousule bedoel, kan die bedrag wat betaal is, afgetrek word van die betaling van siekteverlof wat ingevolge hierdie klousule verskuldig is.

(4) Hierdie klousule is nie van toepassing nie op werkgewers en werknemers van wie daar vereis word om by te dra tot 'n siektebystandfonds wat in 'n ooreenkoms vir die Nywerheid voorgeskryf word of op werkgewers en hul werknemers wat deelneem in en lede is van 'n fonds, organisasie of skema wat voorsiening maak vir siekteverlof met besoldiging op 'n grondslag wat minstens net so gunstig vir die werknemers is as dié wat in die voormelde ooreenkoms uiteengesit is en ten opsigte waarvan vrystelling van die bepalings van die voormelde ooreenkoms deur die Raad verleen is of verleen word, terwyl sodanige fonds, organisasie of skema bly voortbestaan en sowel die werkgewer as die werknemer deelnemers daarin is.

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

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

(b) ten opsigte van openbare vakansiedae met besoldiging in hierdie Ooreenkoms bepaal, of ten opsigte van 'n gedeelte van die verlof met besoldiging in hierdie Ooreenkoms bedoel nie.

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

(a) met verlof met besoldiging is of addisionele verlof neem ingevolge hierdie Ooreenkoms;

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

(c) afwesig van werk is in opdrag of op versoek van sy werkgewer; of

(d) militêre diensplig verrig kragtens die Verdedigingswet, 1957, vir hoogstens vier maande van sodanige dienstrydperk.

9. ANNUAL LEAVE

(1) No work may be performed in the Industry by employers and employees during the period 16h30 on 15 December 1983 and 07h30 on 11 January 1984 or on a public holiday.

(2) No employer may require an employee to do any work in the Industry during the leave period prescribed in subclause (1) or on a public holiday referred to in that subclause and no employee may perform such work on such days without obtaining the permission of the Council prior to performing such work.

(3) The provisions of Chapter IV of the Agreement applicable to the Building and Monumental Masonry Industries, Bloemfontein, as published under Government Notice R. 54 of 13 January 1984 shall, *mutatis mutandis*, be applicable to employees for whom wages are prescribed in this Agreement: Provided that only contributions to Funds referred to in clause 18, shall be applicable to employees for whom wages are prescribed in this Agreement.

10. 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 him sick leave calculated as follows:

(a) During the first 12 consecutive months of employment, not less than one working day in respect of each completed five weeks of employment with the employer;

(b) in respect of continuous employment thereafter, not less than 10 working days in the aggregate during any succeeding period 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 that

(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 that

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

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

(4) The provisions of this clause shall not apply to employers and employees who are required to contribute to a sick pay fund prescribed in an agreement for the Industry, 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 aforesaid agreement and in respect of which exemption has been granted or is granted by the Council from the provisions of the aforesaid agreement, whilst such fund, organisation or scheme continues to operate and both the employer and the employee are participants therein.

(5) Notwithstanding any other provisions 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 part of the paid leave referred to in this Agreement.

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

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

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

(c) is absent from work on the instructions 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.

11. TOELAE VIR BESERING OP DIENS

(1) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, moet 'n werknemer wat in diens is van 'n lid van die werkgewersorganisasie en wat afwesig is van die werk as gevolg van 'n besering waarvoor daar vergoeding in die Ongevallewet, 1941, voorgeskrif word, indien hy by die Raad aansoek doen, uit die Siektebystandfonds waarvan hy lid is 'n bedrag betaal word gelyk aan die verskil tussen die betaling van die Ongevallekommissaris en die minimum besoldiging in die Ooreenkoms voorgeskrif vir dié klas diens of, in die geval van 'n kwekeling, die bedrag in die Wet op Mannekragopleiding, 1981, voorgeskrif: Met dien verstande dat, indien die afwesigheid van werk die gevolg was van 'n gewone siekte of ongeluk wat nie deur die Ongevallewet gedek word nie, die bedrag wat betaal word nie meer mag wees nie as die bedrag in die Siektebystandfonds voorgeskrif.

(2) Wanneer 'n werknemer van die werk afwesig is as gevolg van besering of ongeskiktheid wat binne die bestek van die Ongevallewet, 1941, val, en sodanige werknemer in diens is by 'n werkgewer wat nie lid van die werkgewersorganisasie is nie moet hy vir die ure wat hy van sy werk afwesig is op 'n dag of dae, en wel vir hoogstens die eerste siekte dae van sodanige afwesigheid, 'n uurtoelae betaal word gelykstaande met die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms voorgeskrif: Met dien verstande dat betaling ingevolge hierdie subklousule nie betaal moet word gedurende die tydperk ten opsigte waarvan ongeskiktheidsbetaling ingevolge genoemde Wet betaalbaar is nie.

12. BETALING VIR OPENBARE VAKANSIEDAE

(1) (a) Elke werknemer moet vir elke openbare vakansiedag sy gewone loon en toelae betaal word vir die getal ure wat hy op 'n gewone werkdag (uitgesonderd oortydwerk) sou gewerk het.

(b) Die betaling in paragraaf (a) hiervan voorgeskrif, word geag volle besoldiging te wees vir sodanige openbare vakansiedag, en behoudens klousule 5 van Deel I van hierdie Ooreenkoms is geen werknemer op verdere vergoeding vir sodanige openbare vakansiedag geregtig nie.

(c) Ondanks paragrawe (a) en (b) hiervan is 'n werknemer van wie sy werkgewer vereis om op die werkdag onmiddellik voor en/of die werkdag onmiddellik na 'n openbare vakansiedag te werk en wat op sodanige werkdag/werkdae afwesig is, nie op betaling vir sodanige openbare vakansiedag geregtig nie: Met dien verstande dat 'n werknemer op betaling vir sodanige openbare vakansiedag geregtig is indien die werkgewer toestemming vir sodanige afwesigheid verleen het of sodanige afwesigheid gekondoneer het, of indien die werknemer siek was en 'n doktersertifikaat kan voorlê om dit te bewys, as dit deur die werkgewer vereis word, of indien die openbare vakansiedag in die werknemer se tydperk van jaarlikse verlof val.

(d) Wanneer 'n werkgewer 'n werknemer ontslaan en die diens binne 'n tydperk van vyf werkdagte voor 'n openbare vakansiedag beëindig word, moet sodanige werkgewer die Raad skriftelik van die ontslag in kennis stel en aan die Raad 'n bedrag betaal gelykstaande met die bedrag wat ten opsigte van die openbare vakansiedag aan die werknemer betaal sou geword het, en die Raad moet na goedgekeurde besluit of die werknemer op die betaling geregtig is, waarop genoemde bedrag aan die werknemer betaal of aan die werkgewer terugbetaal moet word, na gelang van die geval: Met dien verstande dat, indien die werknemer deur 'n ander werkgewer vir die openbare vakansiedag betaal word, die bedrag terugbetaal moet word aan die werkgewer wat dit inbetaal het.

(2) Wanneer 'n werknemer op 'n openbare vakansiedag werk, moet hy betaal word vir die getal ure wat ingevolge subklousule (1) betaalbaar is aan 'n werknemer wat nie op sodanige dag werk nie, en moet hy daarbenevens nog een en twee derdes van sy normale uurloon betaal word vir alle ure gewerk.

(3) 'n Werknemer wat gegrief is deur die toepassing van enige van die bepalinge van subklousule (1) (c) op hom, kan by die Raad appelleer teen die beslissing op hom toegepas, en die Raad kan, na oorweging van die redes wat vir sodanige beslissing voorgelê word, daardie beslissing bekragtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes gewees het.

13. VERHOUDING VAN GESKOOLDE TOT ONGESKOOLDE WERKNEMERS

(1) 'n Werkgewer wat lid is van die werkgewersorganisasie, mag een EIW in diens neem vir elke ambagsman in sy diens wat in die elektrotegniese installeringsambag gekwalifiseer het: Met dien verstande dat hy minstens een Elkon en een vakleerling in die elektrotegniese installeringsambag in diens het of deur die Raad daarvan vrygestel is om sodanige vakleerling in diens te hê: Voorts met dien verstande dat hy sodanige EIW by die Raad moet registreer.

(2) (a) Die getal arbeiders wat 'n werkgewer in diens het, mag te gener tyd meer as die volgende wees nie:

- (i) Waar daar een geskoolde werknemer in diens is—twee arbeiders;
- (ii) waar daar twee geskoolde werknemers in diens is—vier arbeiders;
- (iii) waar daar drie of meer geskoolde werknemers in diens is, is geen verhouding van toepassing nie.

(b) Vir die toepassing van hierdie subklousule beteken die uitdrukking "geskoolde werknemer" 'n Elkon, 'n ambagsman en 'n vakleerling in sy finale jaar.

11. INJURY ON DUTY ALLOWANCE

(1) Notwithstanding the provisions of any other clause in this Agreement, an employee who is in the employ of a member of the employers' organisation and who is absent from work due to an injury which is compensable under the Workmen's Compensation Act, 1941, shall on application to the Council be paid from the Sick Benefit Fund of which he is a member, an amount equivalent to the difference paid by the Workmen's Compensation Commissioner and the minimum remuneration prescribed for the class of employment in the Agreement, or in the case of a trainee, the amount prescribed under the Manpower Training Act, 1981: Provided that the amount paid shall not exceed the amount prescribed in the Sick Benefit Fund, had the absence from work been due to an ordinary illness or accident not covered by the Workmen's Compensation Act.

(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 employed by an employer who is not a member of the employer's organisation, he shall be paid an hourly allowance equivalent to 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 three days of such absence: Provided that payment in terms of this subclause shall not be paid during any period in respect of which disablement payment is payable in terms of the said Act.

12. PAYMENT FOR PUBLIC HOLIDAYS

(1) (a) Every employee shall, in respect of a public holiday, be paid at his ordinary rate of wages and allowances for the number of hours he would have worked on a normal working day (excluding overtime).

(b) The payment prescribed in paragraph (a) hereof shall be deemed to be full payment in respect of such public holiday, and subject to the provisions of clause 5 of Part I of the Agreement no employee shall be entitled to further compensation in respect of such public holiday.

(c) Notwithstanding the provisions of paragraphs (a) and (b) hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate to prove it if required by the employer, or where the public holiday falls during the period of the annual leave of the employee.

(d) Where an employer dismisses an employee and the employment is terminated within a period of five working days prior to a public holiday, such employer shall notify the Council, in writing, of the dismissal and shall pay to the Council the amount equivalent to what the employee would have been paid in respect of the public holiday and the Council shall, in its sole discretion, decide whether the employee is entitled to the payment, whereupon the said amount shall be paid to the employee or refunded to the employer, as the case may be: Provided that where the employee is paid for the public holiday by any other employer the amount shall be refunded to the employer who paid in the amount.

(2) Whenever an employee works on a public holiday he shall be paid for the number of hours payable in terms of subclause (1) to an employee who does not work on such day, and shall be paid in addition at one and two thirds his hourly rate for all hours worked.

(3) Any employee who is aggrieved by the application to him of any of the provisions of subclause (1) (c) 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.

13. RATIO OF SKILLED AND UNSKILLED EMPLOYEES

(1) An employer who is a member of the employers' organisation shall be permitted to employ one EIO for every artisan qualified in the electrical installation trade in his employ: Provided that he employ at least one Elkon and one apprentice in the electrical installation trade or has been exempted by the Council from employing such an apprentice: Provided further that he shall register such EIO with the Council.

(2) (a) The number of labourers employed by an employer shall at no time exceed the following:

- (i) Where one skilled employee is employed—two labourers;
- (ii) where two skilled employees are employed—four labourers;
- (iii) where three or more skilled employees are employed no ratio shall apply.

(b) For the purposes of this subclause, the expression "skilled employee" shall mean an Elkon, artisan and an apprentice in his final year.

14. DIENSBEEINDIGING

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

(i) Die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing te beëindig om 'n regsgeldige rede wat as voldoende beskou word;

(ii) 'n ooreenkoms tussen 'n werkgewer en 'n werknemer wat voorsiening maak vir 'n kennisgewingstermyn van langer as een volle werkdag. Voorts met dien verstande dat 'n werkgewer 'n werknemer 'n loon kan betaal vir en in stede van die voorgeskrewe of ooreengekome kennisgewingstermyn.

(2) Wanneer die dienskontrak beëindig kan word deur een volle dag kennis te gee en die werknemer nie kennis gee nie of nie sodanige kennisgewingstermyn uitdien nie, kan die werkgewer die loon vir die ure van 'n gewone skof by die betrokke bedryfsinrigting gewerk, aftrek.

15. BOETES

Indien die bedrag wat aan die Raad verskuldig of betaalbaar is ooreenkomstig klousules 16 (1), en (2), 17 (1) en hierdie klousule van Deel I en klousule 2 (1) van Deel II van hierdie Ooreenkoms nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang is nie, of indien die bedrag wat aan die Raad betaalbaar is ooreenkomstig klousule 20 (5) van Deel I nie binne 15 dae vanaf die vervaldatum in die betrokke klousules vermeld deur die Raad ontvang is nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat nie betaal is nie, bereken teen die koers van een persent per maand of gedeelte daarvan, vanaf sodanige finale datum as wat in hierdie klousule voorgeskryf word tot die dag waarop betaling in kontant werklik deur die Raad ontvang word. Met dien verstande dat die Raad daartoe geregtig is om na goeëddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

16. LEDEGELD VIR VAKVERENIGING EN WERKGEWERSORGANISASIEHEFFING

(1) Elke werkgewer wat lid is van die Electrical Contractors' Association (South Africa), moet die bedrag van die ledegeld wat aan die South African Electrical Workers' Association betaalbaar is, ten opsigte van elke week of gedeelte van 'n week diens, met inbegrip van die tydperk waarin 'n werknemer met verlof is ooreenkomstig klousule 9, aftrek van die verdienste van elke Elkon, ambagsman en EIW en moet die bedrag aldus afgetrek, saam met die vorm soos deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur en wel voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is.

(2) Elke werkgewer wat lid is van die Electrical Contractors' Association (South Africa) moet die heffing betaalbaar aan daardie vereniging aan die Sekretaris van die Raad stuur en wel voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae betaal word.

(3) Die S.A. Electrical Workers' Association en die Electrical Contractors' Association (South Africa) moet die Raad vrywaar teen alle eise wat kan ontstaan ten opsigte van hierdie klousule, en wanneer 'n aftrekking vir ledegeld of die betaling van die heffing ooreenkomstig hierdie klousule gemaak is, word die betrokke werknemer of werkgewer geag sy ledegeld of heffing aan die genoemde vakvereniging of werkgewersorganisasie te betaal het, ongeag of die bedrag aan genoemde vakvereniging of werkgewersorganisasie betaal is of nie.

(4) Die Sekretaris van die Raad moet alle bedrae wat ingevolge subklousules (1) en (2) hiervan betaal word binne 30 dae vanaf die maand waarin die bedrae deur die Raad ontvang word, aan die betrokke partye oorbetal.

(5) Die Raad onderneem om alle redelike dienste ter uitvoering van hierdie klousule te lewer, waarvoor 'n bedrag van twee en 'n half persent van alle bydraes en heffings ingevolge subklousules (1) en (2) aan die Raad betaal moet word.

17. DIE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID

(1) Ten einde uitvoering te gee aan die doelstellings uiteengesit in die konstitusie van die Fonds, moet elke werkgewer, behoudens subklousule (2), ten opsigte van elke werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, 'n bedrag van een rand per week bydra tot die Ontwikkelings- en Opleidingsfonds van die Elektrotegniese Aannemingsnywerheid [ingestel deur die Electrical Contractors' Association (South Africa) en die South African Electrical Worker's Association, hierna die "Fonds" genoem].

(2) (a) Waar 'n werknemer deur twee of meer werkgewers gedurende dieselfde week in diens geneem word, moet die bedrag vir daardie week betaal word deur die werkgewer by wie hy die eerste gedurende daardie week minstens agt uur in diens was.

(b) 'n Werkgewer moet geen bydrae betaal ten opsigte van 'n werknemer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir 'n werkgewer in die Nywerheid gewerk het nie.

(3) Elke werkgewer moet voor of op die sewende dag van elke maand wat volg op die een ten opsigte waarvan die geld inbetaal word, die bydraes betaalbaar ingevolge subklousule (1), saam met die vorm deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur.

14. TERMINATION OF EMPLOYMENT

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

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

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

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

15. PENALTIES

Should any amount due or payable to the Council in terms of clauses 16 (1) and (2), 17 (1) and this clause of Part I and clause 2 (1) of Part II of this Agreement not be received by the Council by the 15th day of the month following the month in respect of which it is payable, or should any amount payable to the Council in terms of clause 20 (5) of Part I not be received by the Council within 15 days of the due date stated in the relevant clauses, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one per cent per month or part thereof, from such final date prescribed in this clause until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

16. TRADE UNION SUBSCRIPTIONS AND EMPLOYERS' ORGANISATION LEVY

(1) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall deduct the amount of the subscriptions payable to the South African Electrical Workers' Association, in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 9, from the earnings of every Elkon, artisan and EIO and shall forward the amount thus deducted, together with the form prescribed by the Council, to the Secretary of the Council, not later than the seventh day of each month following that in respect of which the deductions were made.

(2) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall forward the levy payable to the Association to the Secretary of the Council not later than the seventh day of each month following that in respect of which the payments are made.

(3) The South African Electrical Workers' Association and the Electrical Contractors' Association (South Africa) shall indemnify the Council against any claim that may arise in respect of this clause, and when a deduction for subscriptions or the payment of the levy in terms of this clause has been made, irrespective of whether this amount has been paid over to the said trade union or employers' organisation, the employee or employer concerned shall be deemed to have paid his subscriptions or levy to the said trade union or employer's organisation.

(4) The Secretary of the Council shall pay all amounts paid in terms of subclauses (1) and (2) hereof to the parties concerned within 30 days of the month in which the amounts were received by the Council.

(5) The Council undertakes to render all reasonable service to give effect to this clause for which an amount of two and a half per cent of all contributions and levies in terms of subclauses (1) and (2) shall be paid to the Council.

17. THE DEVELOPMENT AND TRAINING FUND FOR THE ELECTRICAL CONTRACTING INDUSTRY

(1) Every employer shall, subject to the provisions of subclause (2), contribute to the Development and Training Fund for the Electrical Contracting Industry [inaugurated by the Electrical Contractors' Association (South Africa) and the South African Electrical Workers' Association, and hereinafter referred to as the "Fund"] an amount of one rand per week in respect of every employee for whom wages are prescribed in this Agreement, for the purpose of implementing the objects set forth in the constitution of the Fund.

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

(b) No contribution shall be made by an employer in respect of an employee who works for less than eight hours during any week from Monday to Friday (inclusive) for an employer in the Industry.

(3) Every employer shall forward the contributions payable in terms of subclause (1), together with the form prescribed by the Council, to the Secretary of the Council not later than the seventh day of each month following that in respect of which the payments are due.

(4) Die Raad moet elke maand aan die Fonds die totale bedrag van die bydraes betaal wat ingevolge subklousule (1) ingevorder is, min invorderingsgeld van twee en 'n half persent, wat aan die algemene fondse van die Raad toeval.

(5) 'n Kopie van die konstitusie van die Fonds en van alle wysigings daarvan moet by die Raad en by die Direkteur-generaal van Mannekrag ingedien word.

(6) Juiste kopieë van die geouditeerde staat van inkomste en uitgawes en die balansstaat van die Fonds, mede-onderteken deur die voorsitter van die Bestuurskomitee van die Fonds of sy gevolmagtigde verteenwoordiger, en van die ouditeur se verslag daaroor moet ter tafel gelê word op die eerste vergadering van die Raad na ontvangs daarvan.

(7) 'n Alleen-eienaar, vennoot, werkende direkteur of werkgewer wat werk doen wat in hierdie Ooreenkoms voorgeskryf word, moet geag word 'n werknemer te wees te opsigte van wie bydraes ingevolge subklousule (1) gemaak moet word.

18. BYSTANDSFONDSE

Vir die toepassing van hierdie klousule het slegs die Fondse bedoel in klousule 2 (1), (2) en (3) van Hoofstuk V van die Ooreenkoms vir die Bou- en Monumentklippesselsnywerheid, Bloemfontein, soos gepubliseer by Goewernementskennisgewing R. 54 van 13 Januarie 1984, betrekking op werkgewers en werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word.

19. SLUITING VAN BEDRYFSINRICHTING OP 'N GEWONE WERKDAG

Ondanks andersluidende bepalings in hierdie Ooreenkoms kan 'n bedryfsinrigting by wyse van onderlinge ooreenkoms tussen die werkgewer en minstens 75 persent van sy werknemers gesluit word gedurende 'n werkdag wat vir daardie bedryfsinrigting ingevolge klousule 4 van hierdie Deel van die Ooreenkoms vasgestel is. Waar sodanige reëlins vir elke bepaalde sluiting van die bedryfsinrigting getref word, moet die Raad daarvan in kennis gestel word.

20. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer wat by die Elektrotegniese Aannemingsnywerheid betrokke is, moet binne 30 dae vanaf die datum van inwerkingtreding van hierdie Ooreenkoms by die Raad registreer deur die volgende besonderhede op die vorm deur die Raad voorgeskryf aan die Sekretaris van die Raad te stuur:

- (i) Volle naam;
- (ii) adres van bedryfsinrigting;
- (iii) woonadres;

(iv) die name van alle werknemers by hom in diens en, ten opsigte van elke individuele werknemer, sodanige persoonlike besonderhede as wat die Raad verlang;

(b) Geen werkgewer mag langer as 30 dae na registrasie met sy werksaamhede in die Nywerheid voortgaan nie, tensy hy die volgende aan die Raad voorgeleë het:

(i) 'n Elektrotegniese-aannemerslisensie uitgereik kragtens Regulasie (C. 179) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941;

(ii) waar vereis, die nodige handelslisensie uitgereik kragtens enige Ordonnansie op Lisensies of bewys dat hy 'n bedryfsinrigting bestuur wat geregistreer is of aan registrasie onderworpe is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

Die vereistes in subparagrafe (i) en (ii) van hierdie paragraaf gestel, moet gedurende die registrasiedyperk nagekom word, en bewys van die voortgesette geldigheid daarvan moet op versoek van die Raad gelewer word.

(c) 'n Werkgewer wat reeds voor die datum van inwerkingtreding van hierdie Ooreenkoms die besonderhede verstrek het wat kragtens hierdie klousule vereis word, word geag die bepalings daarvan na te gekom het en by die Raad geregistreer te wees.

(d) Werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree, moet by die Raad registreer en moet binne 30 dae na die aanvang van die werksaamhede die besonderhede wat ooreenkomstig hierdie klousule verlang word, verstrek.

(e) Waar die werkgewer 'n vennootskap of maatskappy is, moet die inligting wat ingevolge paragraaf (a) (i), (ii) en (iii) van hierdie subklousule vereis word, verstrek word ten opsigte van elke vennoot, direkteur, bestuurder en sekretaris. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Elke werkgewer op wie hierdie Ooreenkoms van toepassing is maar wat nie ingevolge subklousule (1) van hierdie klousule geregistreer is nie, moet hierdie Ooreenkoms nakom.

(3) Alle aansoeke om registrasie moet gerig word aan die Sekretaris, Nywerheidsraad vir die Bounywerheid, Bloemfontein, Posbus 693, Bloemfontein, 9300, of Zastronstraat 101a, Bloemfontein, 9301.

(4) Elke werkgewer in die Nywerheid moet die volledige straatadres en telefoonnommer van sy bedryfsinrigting aan die Raad verskaf en waar die adres nie 'n gewone straatadres in 'n dorp of stad is nie moet hy volle besonderhede van die ligging van sy bedryfsinrigting aan die Raad verskaf.

(4) The Council shall each month pay over to the Fund the total amount of contributions collected in terms of subclause (1) of this clause, less a collection fee of two and a half per cent, which amount shall accrue to the general funds of the Council.

(5) A copy of the constitution of the Fund and of any amendments thereto shall be lodged with the Council and the Director-General of Manpower.

(6) True copies of the audited statements of revenue and expenditure and balance sheet of the Fund, countersigned by the Chairman of the Management Committee or his authorised representative, and of the auditor's report thereon, shall be tabled at the first meeting of the Council after receipt thereof.

(7) A sole-proprietor, partner, working director or employer engaged in work specified in this Agreement shall be deemed to be an employee in respect of whom contributions are required to be made in terms of subclause (1).

18. BENEFIT FUNDS

For the purposes of this clause, only the Funds referred to in clause 2 (1), (2) and (3) of Chapter V of the Agreement applicable to the Building and Monumental Masonry Industries, Bloemfontein, as published under Government Notice R. 54 of 13 January 1984, shall be applicable to employers and employees for whom wages are prescribed in this Agreement.

19. CLOSING OF ESTABLISHMENT ON AN ORDINARY WORKING DAY

Notwithstanding anything to the contrary in this Agreement, an establishment may, by mutual arrangement between the employer and not less than 75 per cent of his employees, be closed during any period of work specified for that establishment in terms of clause 4 of this Part of the Agreement. Where such an arrangement has been arrived at for each specific closing of the establishment, the Council shall be advised of such arrangement made.

20. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Electrical Contracting Industry shall within 30 days of the date of coming into operation of this Agreement register with the Council by forwarding to the Secretary of the Council the following particulars on the form prescribed by the Council, together with the registration fee prescribed:

- (i) Full name;
- (ii) address of establishment;
- (iii) residential address;

(iv) the names of all employees employed by him and, in respect of each individual employee, such personal particulars as may be required by the Council;

(b) No employer shall continue to operate in the Industry for more than 30 days after registration, unless he has produced to the Council—

(i) an electrical contractors' licence issued in terms of Regulation C. 179 of the Factories, Machinery and Building Work Act, 1941;

(ii) where required, the necessary trading licence issued in terms of any Licences Ordinance, or proof that he conducts and establishment registered or liable to registration in terms of the Factories, Machinery and Building Work Act, 1941.

The requirements of subparagraphs (i) and (ii) of this paragraph shall be maintained during the period of registration, and evidence of the continued validity thereof shall be produced at the request of the Council.

(c) An employer who has already, prior to the date of coming into operation of this Agreement, furnished the particulars required under this clause, shall be deemed to have complied with the provisions thereof and to be registered with the Council.

(d) Employers entering the Industry after the date of coming into operation of this Agreement shall register with the Council and shall furnish the particulars required under this clause within 30 days of commencing operations.

(e) Where the employer is a partnership or company, information in accordance with paragraph (a) (i), (ii) and (iii) of this subclause shall be furnished in respect of every partner, director, manager and secretary. The title under which the partnership or company is operating shall also be furnished.

(2) Every employer to whom this Agreement applies, but who is not registered in terms of the provisions of subclause (1) of this clause shall observe the provisions of this Agreement.

(3) All applications for registration shall be made to the Secretary, Industrial Council for the Building Industry, Bloemfontein, P.O. Box 693, Bloemfontein, 9300, or 101a Zastron Street, Bloemfontein, 9301.

(4) Every employer in the Industry shall furnish the Council with the full street address and telephone number of his establishment, and if the address is not an ordinary street address in a town or city, he shall furnish the Council with full particulars of the location of his establishment.

(5) (a) Elke werkgewer wat die volgende klasse werknemers in sy diens het, moet ten opsigte van elke werknemer in elke kategorie die bedrae wat teenoor elke klas aangegee word by die Raad deponeer:

	Elk R
(i) Elkon	1 500
(ii) Ambagsman	1 200
(iii) EIW	550
(iv) Drywer	350
(v) Arbeider graad I	250
(vi) Arbeider graad II	250

(b) Die bedrae wat ingevolge paragraaf (a) by die Raad inbetaal word, moet in 'n aparte rekening gestort word en kan deur die Raad belê word in opbetaalde aandele, vaste deposito's of spaarrekenings by 'n bank of bougenootskap.

(c) Ingeval 'n werkgewer insolvent raak, moet die Raad die verlofbesoldiging en verlofbonusse aan die werknemers van die werkgewer uitbetaal: Met dien verstande dat die werknemer sy eis aan die Raad gesedeer het en die Raad die reg het om 'n bedrag op te eis wat meer is as die deposito wat ingevolge paragraaf (a) by die Raad gestort is.

(d) Alle werkgewers moet binne 30 dae vanaf die datum van inwerking-treding van hierdie Ooreenkoms die bedrae in paragraaf (a) voorgeskryf by die Raad stort.

(e) Alle werkgewers wat ná die datum van inwerking-treding van hierdie Ooreenkoms tot die Nywerheid toetree, moet die bedrae in paragraaf (a) voorgeskryf binne 30 dae vanaf registrasie by die Raad deponeer.

(f) 'n Werkgewer wat 'n werknemer in diens neem vir wie 'n deposito ingevolge paragraaf (a) vereis word, moet die voorgeskrewe bedrag binne 30 dae nadat die werknemer by hom in diens getree het by die Raad stort: Met dien verstande dat die werkgewer die geld binne 30 dae nadat die werknemer sy diens verlaat het, van die Raad kan terugeis.

(g) Die werkgewer kan stortings by die Raad ingevolge paragraaf (a) van een werknemer na 'n ander werknemer oordra: Met dien verstande dat die totale bedrag van die storting al die werknemers dek vir wie storting vereis word.

(h) Ondanks andersluidende bepalinge in hierdie subklousule, kan die werkgewer aan die Raad 'n toepaslike waarborg verskaf wat vir die Raad aanneemlik is in plaas van die storting wat ingevolge paragraaf (a) vereis word: Met dien verstande dat alle ander bepalinge betreffende die wyse van uitbetaling van die deposito op die verskaffing van die waarborg van toe-passing is.

21. BUITEWERK

(1) Geen werkgewer mag vereis of toelaat dat enigeen van sy werknemers werk in verband met die Elektrotegniese Aannemingsnywerheid onderneem nie, behalwe om werk uit te voer ter voltooiing van 'n bestelling by sodanige werkgewer geplaas.

(2) Geen werknemer mag, terwyl hy in diens van 'n werkgewer is, buite of gedurende die gewone werkure of die werkdag in klousule 4 voorgeskryf werk in die Elektrotegniese Aannemingsnywerheid, behalwe ten behoeve van sy eie werkgewer, hetsy vir vergoeding al dan nie, vra, onderneem of verrig nie, behalwe dat sodanige werknemer werk buite sy gewone werk-ure op sy eie perseel mag verrig.

22. STUKWERK

(1) Die uitbesteding deur werkgewers, of die verrigting deur werknemers, van werk op 'n stukwerkgrondslag word verbied. Vir die toepassing van hierdie klousule beteken "stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word uitsluitlik op die hoeveelheid of omvang van die werk wat hy verrig het, ongeag die tyd wat aan sodanige werk bestee is.

(2) Ondanks subklousule (1) van hierdie klousule, is dit toelaatbaar om, by wyse van onderlinge ooreenkoms tussen 'n individuele werkgewer en sy werknemer, 'n stelsel van aansporingsbetalings in te voer en daarvolgens te werk: Met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers toekom, as gevolg van die invoering en werking van sodanige stelsel nie minder mag wees nie as dié wat in hierdie Ooreenkoms voorgeskryf word: Voorts met dien verstande dat die ander bepalinge van hierdie Ooreenkoms in elke opsig nagekom moet word: Voorts met dien verstande dat vakleerlinge nie toegelaat moet word om aan so 'n stelsel deel te neem nie.

23. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

Geen werknemer mag enigeen onder die leeftyd van 15 jaar in diens neem nie, behalwe met die toestemming van die Raad en 'n ander wetsbe-paling wat toelaat dat sodanige persoon in diens geneem word.

24. VERBOD OP KONTRAKWERK OP 'N SLEGS-ARBEIDGRONDSLAG EN/OF HUUR VAN ARBEID

(1) Geen werkgewer mag—

(a) gebruik maak van die dienste van 'n ander persoon om arbeid te verskaf om werk deur hierdie Ooreenkoms gedek te doen op 'n grondslag wat bepaal dat besoldiging, voordele en toelae betaal word aan 'n ander persoon as die persoon wat die werk doen nie;

(5) (a) Every employer who has in his employ the following categories of employees shall deposit with the Council the amounts given against each category in respect of every employee in each category:

	Each R
(i) Elcon	1 500
(ii) Artisan	1 200
(iii) EIO	550
(iv) Driver	350
(v) Labourer Grade I	250
(vi) Labourer Grade II	250

(b) The amounts paid to the Council in terms of paragraph (a) shall be deposited in a separate account and may be invested by the Council in paidup shares, fixed deposits or savings accounts with any bank or building society.

(c) In the case of insolvency of an employer, the Council shall pay the leave pay and leave bonuses to the employees of the employer: Provided that the employee has ceded his claim to the Council and that the Council has the right to claim any amount in excess of the deposit lodged with the Council in terms of paragraph (a).

(d) All employers shall deposit the amounts prescribed in paragraph (a) with the Council within 30 days from the date of coming into operation of this Agreement.

(e) All employers entering the Industry after the date of coming into operation of this Agreement shall deposit the amounts prescribed in para-graph (a) with the Council within 30 days of registration with the Council.

(f) An employer engaging an employee for whom a deposit is required in terms of paragraph (a) shall deposit the prescribed amount with the Council within 30 days of the employee's entering his service: Provided that the employer may reclaim the money from the Council 30 days after the employee has left his service.

(g) Deposits made with the Council in terms of paragraph (a) may be transferred from one employee to another employee by the employer: Provided that the total amount of the deposit covers all the employees for whom deposits are required.

(h) Notwithstanding anything to the contrary contained in this subclause, the employer may furnish to the Council a suitable guarantee which is acceptable to the Council in the place of the deposit required in terms of paragraph (a): Provided that all other provisions pertaining to the manner of payment of the deposit shall be applicable to the lodging of the guar-antee.

21. OUTWORK

(1) No employer shall require or allow any of his employees to under-take work in connection with the Electrical Contracting Industry other than to execute work in completion of an order placed with such employer.

(2) No employee whilst in the employ of an employer shall solicit, undertake or perform any work other than on behalf of his own employer, in the Electrical Contracting Industry, whether for remuneration or not, during or outside of the ordinary hours of work or working days prescribed in clause 4, save that such employee may carry out work on his own premises outside of normal working hours.

22. PIECE-WORK

(1) The giving out by employers or the performance by employees of work on a piece-work basis is prohibited. For the purposes of this clause, "piece-work" shall mean any system of work under which the minimum wage to which an employee is entitled is calculated solely on the quantity or output of work done, irrespective of the time spent on such work.

(2) Notwithstanding the provisions of subclause (1) of this clause, it shall be permissible, by mutual agreement between any individual em-ployer and his employee, to introduce and to operate a system of incentive payments: Provided that as a result of the introduction and operation of such system the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in this Agreement: Pro-vided further that the other provisions of this Agreement are adhered to in every respect: Provided further that apprentices shall not be allowed to participate in such a system.

23. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

No employer shall employ any person under the age of 15 years, except with the permission of the Council and any other provision in law allowing the employment of such a person.

24. PROHIBITION OF CONTRACT WORK ON A LABOUR-ONLY BASIS AND/OR HIRING OF LABOUR

(1) No employer shall—

(a) avail himself of the services of another person for the supply of labour to perform work covered by this Agreement on any basis which provides for remuneration, benefits and allowances to be paid to a per-son other than the person performing such work;

(b) ten opsigte van werk deur hierdie Ooreenkoms gedek, besoldiging, voordele en toelaes betaal aan 'n ander persoon as die persoon wat, ingevolge hierdie Ooreenkoms, op sodanige besoldiging, voordele en toelaes geregtig is nie.

(2) Geen werknemer of iemand anders mag sy arbeid aan 'n werkgever beskikbaar stel op die grondslag van 'n kontrak of reëling wat sodanige werknemer of ander persoon belet om sy regte kragtens hierdie Ooreenkoms uit te oefen om van die werkgever vir wie hy werk, die besoldiging, voordele en toelaes in hierdie Ooreenkoms voorgeskryf, te verkry nie.

(3) Geen werkgever mag 'n werknemer wat reeds in diens van 'n ander werkgever in die Elektrotegniese Aannemingsnywerheid is, hetsy vir vergoeding of nie, gedurende sy gewone werke van daarbuite of gedurende die tydperk wat sodanige werknemer met verlof is, in diens neem nie.

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

(5) Geen werkgever of werknemer mag werk uitbestee en/of doen of 'n kontrak aangaan om werk te doen op die grondslag van 'n slegs-arbeidkontrak nie. Vir die toepassing van hierdie subklousule beteken "op die grondslag van 'n slegs-arbeidkontrak" 'n ooreenkoms of verstandhouding ingevolge waarvan sodanige werkgever of werknemer onderneem om werk te verrig waar hy minder as 90 persent verskaf van die materiaal wat vir die besondere kontrak gebruik gaan word.

25. VERBOD OP SESSIE EN/OF SKULDVERGELYKING

Geen eis van watter aard ook al van 'n werknemer teen die Raad mag gesedeer word nie en geen bedoelde sessie daarvan is vir die Raad bindend nie.

Skuldvergelyking tussen bedrae betaalbaar aan 'n werknemer in klousule 8 van hierdie Ooreenkoms bedoel en alle bedrae betaalbaar deur sodanige werknemer, waarvan die aftrekking deur daardie klousule verbied word, is ongeldig en word uitdruklik verbied, en hierdie bepaling moet geag word 'n bepaling van elke dienskontrak tussen werkgever en werknemer te wees.

26. VERVERSINGS

Elke werkgever moet werknemers 'n pouse van hoogstens 10 minute in die oggend en weer in die middag toelaat om verversings te nuttig. Werkgevers en werknemers moet oor die tye vir sodanige pouses ooreenkom. Geen werknemer mag sy werkplek verlaat om verversings te nuttig nie. Sodanige ruspouses moet as deel van die gewone werke van die betrokke werknemer geag word.

27. EERSTEHULP

Elke werkgever moet geskikte eerstehulpuitrusting soos in die Wet op Fabriek, Masjinerie en Bouwerk, 1941, voorgeskryf, verskaf en in goeie orde hou, op alle persele waar werknemers by hom in diens is.

28. DIENSSERTIFIKAAT

Elke werkgever moet aan elke werknemer, by diensbeëindiging, 'n dienssertifikaat gee, waarop die volle name van die werkgever en die werknemer, die aard van die diens en die datums van aanvang en beëindiging van diens, aangegee word.

29. OPBERGING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

(1) Elke werkgever moet by alle terreine en werkwinkels toesluitgewie verskaf om die gereedskap in toe te sluit.

(2) Elke werkgever moet verseker dat die gereedskap van al sy geskoolde werknemers gedek is deur klousule 8 (3) van Hoofstuk V van die Ooreenkoms van toepassing op die Bou- en Monumentklipmesselsnywerheid, Bloemfontein, soos gepubliseer by Goewermentskennisgewing R. 54 van 13 Januarie 1984.

(3) Die gereedskap van die geskoolde werknemer soos in klousule 13 bepaal, moet bestaan uit—

elektrisiënstang, langbektang, maatband van 5 m, ystersaag (Junior en gewone), mes, draadstropers, een skroefsluitel van 15 cm en een van 30 cm, rondekophamer (bolpenhamer), waterpas, winkelhaak van 15 cm, soleerbout, krimpang, pypbuier (Hickey-tipe), syknaptang (diagonale tipe), ses gemengde skroewedraaiers, skrynwerkershamer, blik-skêr, ses gemengde plat- en/of rigsluitels (standaardtipe), eis, staal-lineaal van 30 cm, omslag, een klein en een groot houtbeitel, een standaardstel houtbore, een wielomslag met 'n klembus van minstens 6 mm.

(4) Die werkgever moet, waar sodanige gereedskap nodig is, die volgende verskaf:

Plat en ronde vyle met handvatsels, skroefsnijgereedskap, dryfbeitels, klipwerkbore, meggers, waterverwarmingsluitel, gatsae, buigtoestel, ruimers, deurtrekdraad, spiraalbore, skroefsnijmoere, onderstelknippers, elektriese kraggereedskap:

(b) in respect of work covered by this Agreement, pay remuneration, benefits and allowances to a person other than the person who, in terms of this Agreement, is entitled to such remuneration, benefits and allowances.

(2) No employee or any other person shall make his labour available to an employer on the basis of any contract or arrangement which precludes such employee or other person from exercising his rights under this Agreement to secure from the employer for whom he performs work the remuneration, benefits and allowances prescribed by this Agreement.

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

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

(5) No employer or employee shall give out and/or perform work or enter into a contract to carry out work on a labour-only contract basis. For the purposes of this subclause, "labour-only contract basis" means an agreement or understanding in terms of which such employer or employee undertakes to carry out work wherein he supplies less than 90 per cent of the material to be used on the particular contract.

25. PROHIBITION OF CESSION AND/OR SET-OFF

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

Set-off between any amounts payable to an employee referred to in clause 8 of this Agreement and any amounts payable by such employee, the deduction of which is prohibited by that clause, shall not operate and is expressly excluded, and this provision shall be deemed to be a term of every contract of employment between employer and employee.

26. REFRESHMENTS

Every employer shall allow employees a period not exceeding 10 minutes in the morning and again in the afternoon to partake of refreshments, the times for such intervals to be agreed upon between the employer and the employees. No employee may leave the position where he is working to partake of refreshments. Such rest interval shall be deemed to be part of the ordinary hours of work of the employee concerned.

27. FIRST-AID

Every employer shall provide and maintain in good order suitable first-aid equipment as prescribed in the Factories, Machinery and Building Work Act, 1941, on any premises where employees are employed by him.

28. CERTIFICATE OF SERVICE

Every employer shall provide each employee, on the termination of his employment, with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of employment.

29. STORAGE, INSURANCE AND PROVISION OF TOOLS

(1) Lock-up facilities shall be provided by the employer on all sites and workshops, for locking up tools.

(2) Every employer shall ensure that the tools of all skilled employees are covered by clause 8 (3) of Chapter V of the Agreement applicable to the Building and Monumental Masonry Industries, Bloemfontein, as published under Government Notice R. 54 of 13 January 1984.

(3) The tool kit of the skilled employee as specified in clause 13 shall comprise—

Electrician's pliers, long nose pliers, tape measure (5 m), hacksaw (junior and ordinary), knife, wire strippers, one 15 cm and one 30 cm shifting spanner, ballpeen hammer, spirit level, set square (15 cm), soldering iron, crimping pliers, bender (hickey type), side cutters (diagonal type), six assorted screwdrivers, carpenter's hammer, tin snips, six assorted standard flat and/or ring spanners, bradawl, steel rule (30 cm), carpenter's brace, one small and one large wood chisel, one standard set of wood bits, one wheel brace with at least a 6 mm chuck.

(4) The employer shall, where such tools are necessary, provide:

Flat and round files with handles, stocks and dies, chasing chisels, masonry drills, meggers, geyser spanners, hole saws, benders, reamers, fish tapes, twist drills, die nuts, chassis punches, electric power tools:

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkomstig hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk vasstel waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone 'n vrystellingsertifikaat kan intrek.

(3) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon aan wie vrystelling verleen word. 'n Sertifikaat is nie geldig in 'n ander gebied as dié waarvoor dit uitgereik word nie.

(4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, intrek of wysig sonder om redes daarvoor te verstrek.

(5) 'n Werkgewer moet die gewysigde voorwaardes soos geskep deur 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

37. ALGEMEEN

Geen werkgewer of werknemer kan afsien van die bepalings van hierdie Ooreenkoms nie, afgesien daarvan of die gemelde bepalings 'n voordeel of 'n verpligting vir die betrokke werkgewer of werknemer skep. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, onafhanklik van die bestaan van ander bepalings.

DEEL II

1. TOELAES

(1) *Reis- en verblyftoelaes.*—(a) Wanneer 'n werktein geleë is buite 'n straal van 15 km vanaf die werkgewer se eie besigheidsplek, waar die werknemer hom gewoonlik moet aanmeld, maar in 'n gebied waar hierdie Ooreenkoms van toepassing is, en daar redelikerwyse van die werknemer verwag kan word om elke dag na sy woonplek terug te keer, en hy dit wel doen, moet die tyd wat deur 'n werknemer in beslag geneem word om heen en weer na die werk te reis, een rigting in sy eie tyd wees en die ander rigting tydens die gewone werkure in klousule 4 van Deel I van hierdie Ooreenkoms voorgeskryf: Met dien verstande dat die tyd wat gedurende daardie dag bestee word deur tussen werkplekke te reis in die werkgewer se tyd moet wees.

(b) 'n Werkgewer is daarop geregtig om geskikte vervoer in albei rigtings te verskaf of om vir vervoer ten opsigte van genoemde afstande teen tariewe wat van tyd tot tyd deur die Raad vasgestel word, te betaal. Die Raad moet die tariewe in Januarie van elke jaar bepaal en sodanige tariewe tree of die eerste Vrydag na 15 Januarie van elke jaar in werking.

(c) 'n Werkgewer moet 'n werknemer wat geregtig is op vervoertoeleas soos in paragraaf (b) bepaal, op dieselfde tydsked betaal as dié waarop sy gewone besoldiging betaal word.

(d) Waar daar redelikerwyse van 'n werknemer verwag kan word om elke dag na sy woonplek terug te keer maar waar hy verhinder word om die vervoer soos in paragraaf (b) gemeld, te gebruik omdat daar van hom vereis word om hom by sy werkgewer se besigheidsplek aan te meld voordat hy na sy werkplek vertrek en/of nadat hy van die dag se werk terugkeer, moet sodanige werknemer vir elke uur reistyd buite die gewone werkure, wat die gevolg van die nakoming van sodanige vereiste is, teen 50 persent van sy uurloon betaal word.

(e) (i) Waar daar nie redelikerwyse van 'n werknemer verwag kan word om daagliks na sy woonplek terug te keer nie moet voorstedelike of tweedeklas-hooflynreisgeld per spoor na en van die werkplek, onderskeidelik aan die begin en beëindiging van sodanige werk, aan hom betaal word. Vir reistyd die gewone werkure moet daar betaal word teen die uurloon van die betrokke werknemer. Wanneer 'n bed of gewone maaltye op hooflynreine nodig is, moet dit deur die werkgewer betaal word.

(ii) Waar 'n werknemer wat, as gevolg van sy werk, weg is van sy gewone werkplek en sy werkgewer vereis dat hy elders as by sy gewone woonplek moet woon, moet daar vir kos en inwoning deur die werkgewer betaal word of moet dit by die werkplek verskaf word. Waar daar nie 'n hotel of ander geskikte akkommodasie binne 'n redelike afstand van die werkplek beskikbaar is nie en akkommodasie op die perseel verskaf word, moet die werknemer 'n verblyftoeleas betaal word vir elke dag wat sy werkgewer vereis dat hy weg van sy gewone woonplek moet bly. Die daaglikse verblyftoeleas moet wees:

Vir werknemers wie se werk in hierdie Ooreenkoms voorgeskryf word, teen—

	Per nag
	R
Elkon, ambagsman of kwekeling	15,00
EIW, arbeiders graad I en graad II	8,00

Die akkommodasie wat op die terrein verskaf word, moet 'n bed en matras insluit. Indien die werkgewer kos op die terrein verskaf, word daar nie van hom verwag om 'n verblyftoeleas te betaal nie, maar die gehalte van die etes wat verskaf word, moet gelykstaande wees met die verblyftoeleas wat hy ingevolge hierdie subklousule sou betaal het.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this clause, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificate of exemption.

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

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

37. GENERAL

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Every provision, subclause or clause shall create a right or obligation, as the case may be, independently of the existence of other provisions.

PART II

1. ALLOWANCES

(1) *Travelling and subsistence allowances.*—(a) Whenever a job is situated outside a radius of 15 km of the employer's own place of business where the employee is normally required to report, but within the area to which this Agreement relates, and the employee can reasonably be said to be able to and does return to his home every day, any time occupied by an employee in proceeding to or from the working site, shall be one way in his own time and the other way during the normal working hours prescribed in clause 4 of Part I of this Agreement: Provided that time spent in travelling between jobs during that day shall be in the employer's time.

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

(c) An employer shall pay any employee entitled to transport allowance as provided for in paragraph (b) at the same time as he is paid his normal remuneration.

(d) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of transport as contemplated by paragraph (b) in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, such employee shall be paid for every hour travelled outside the ordinary working hours in compliance with such requirement at 50 per cent of his hourly wage.

(e) (i) Where the employee can reasonably be said to be unable to return to his home daily, he shall be entitled to suburban railway fare or second-class main-line railway fare to and from the place of work at the beginning and termination of such work, respectively. Time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned. Bedding and normal meals on main-line trains, when required, shall be paid for by the employer.

(ii) Where an employee who, by reason of employment, is away from his usual working place and is required by his employer to live away from his usual domicile, board and lodging shall be paid for or provided on the job by the employer. 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—

	Per night
	R
Elkon, artisan or trainee	15,00
EIO labourers, Grade I and Grade II	8,00

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

2. UITGAWES VAN DIE RAAD

Die fondse van die Raad, wat by die Raad berus en deur die Raad geadministreer word, moet soos volg verskaf word:

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

A	B	C
Loongroep of werknemersklas	Werknemers-bydrae	Werkgevers-bydrae
	Sent per week	Sent per week
Elkon	6	6
Ambagsman	6	6
EIW	6	6
Drywer	6	6
Arbeider graad I	6	6
Arbeider graad II	6	6

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

(3) Elke werkgever moet die bedrag in kolom C van die tabel aangedui, voeg by die bedrae wat aldus van die lone van sy werknemers afgetrek is, en moet die totale bedrag, tesame met 'n dekkende verklaring, stuur aan:

Die Sekretaris, Nywerheidsraad vir die Bounywerheid, Bloemfontein, Posbus 693, Bloemfontein, 9300.

(4) In alle gevalle waar daar nie bydraes, soos in subklousules (1), (2) en (3) hiervan bepaal, betaalbaar is nie, en die totale bedrag in subklousule (3) minder as R5 is, moet die totale bedrag in subklousule (3) bedoel deur die werkgever aangevul word om die totaal R5 vir elke maand te maak.

(5) Ongeag of 'n bedrag ingevolge hierdie klousule aan die Raad betaalbaar is, moet elke werkgever, voor of op die sewende dag van elke maand, 'n staat in subklousule (3) bedoel, aan die Raad stuur ten opsigte van die voorafgaande maand en op die wyse daarop aangedui.

3. LONE EN/OF VERDIENSTES

(1) Elke werknemer wat, voordat hierdie Ooreenkoms in werking tree, 'n hoër loon ontvang het as die wat in die Ooreenkoms vir sy klas werk voorgeskryf word, moet voortgaan om minstens die hoër loon te ontvang terwyl hy by dieselfde werkgever in diens is op dieselfde werk of ander werk waarvoor 'n minimum loon in die Ooreenkoms voorgeskryf word.

(2) Geen werknemer mag in 'n bepaalde week in meer as een beroep in hierdie Ooreenkoms teen verskillende loonskale gelys, insluitende oortydwerk, of in 'n hoër besoldigde beroep in diens wees nie, tensy betaling geskied asof sodanige werknemer die hele week in die hoër besoldigde beroep in diens was: Met dien verstande dat as 'n werknemer wat gewoonlik die werk van 'n arbeider verrig, die werk van 'n drywer van 'n motorvoertuig verrig, sodanige werknemer slegs ten opsigte van die tyd wat werklik aan die dryf van 'n motorvoertuig bestee word, teen die hoër loon besoldig moet word; met die uitsondering dat as sodanige arbeider die werk van 'n drywer van 'n motorvoertuig vir meer as drie uur op 'n bepaalde dag verrig, hy vir die hele dag teen die hoër loon besoldig moet word.

(3) Wanneer die werkgever, op versoek van 'n werknemer, 'n voorskot of lening maak, kan die werkgever, by ontvangs van 'n aftrekorder deur die werknemer geteken, sodanige bedrag of bedrae van daaropvolgende lone of verdienstes aftrek, maar geen aftrekking mag meer wees as 15 persent van die besoldiging waarvan dit afgetrek mag word nie. Indien die dienste van die werknemer om watter rede ook al beëindig word voordat die lening of voorskot ten volle terugbetaal is, kan die werkgever na die Raad appelleer vir terugbetaling van die verskuldigde bedrag uit die verlofbesoldiging en verlofbonus wat die werkgever ingevolge hierdie Ooreenkoms ten opsigte van die werknemer by die Raad gedeponeer het. Die Raad kan, na oorweging van al die redes wat aangevoer word, die appèl handhaaf of, na goeddunke van die Raad, 'n ander beslissing gee.

(4) Waar geld aan 'n werknemer voorgeskiet word om te bestee ter uitvoering van sy pligte by sy werkgever, kan daar van hom vereis word om 'n bevredigende uitgewestaat aan sy werkgever voor te lê. Indien die dienste van die werknemer beëindig word en sodanige geld nog nie terugbetaal is nie, is die werkgever geregtig om die verskuldigde bedrag uit lone en verdienste te verhaal: Met dien verstande dat 'n werknemer wat veronreg voel deur die toepassing van hierdie klousule op hom, by die Raad appèl kan aanteken teen sodanige beslissing wat op hom van toepassing gemaak is en die Raad kan, na oorweging van die redes wat vir sodanige beslissing aangevoer is, die beslissing bekragtig of 'n ander beslissing gee wat, na sy mening, in sodanige geval gegee moes gewees het.

2. EXPENSES OF THE COUNCIL

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

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

A	B	C
Wage group or classes of employee	Employee's contribution	Employer's contribution
	Cents per week	Cents per week
Elkon.....	6	6
Artisan.....	6	6
EIO.....	6	6
Driver.....	6	6
Labourers Grade I.....	6	6
Labourers Grade II.....	6	6

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

(3) To the amounts thus deducted from the wages of his employees, every employer shall add the amount shown in Column C of the table and forward the total sum, together with a covering statement, to:

The Secretary, Industrial Council for the Building Industry, Bloemfontein, P.O. Box 693, Bloemfontein, 9300.

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

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

3. WAGES AND/OR EARNINGS

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

(2) No employee shall be employed in more than one occupation scheduled in this Agreement at different rates of pay, in any one week, including any overtime worked, or in a higher paid occupation unless payment is made as if such employee had been employed for the whole of that week in the highest paid occupation: Provided that if an employee who normally performs the work of a labourer performs the work of a driver, such employee shall be paid at the higher rate only in respect of time actually engaged in the occupation of a driver; except that if such labourer performs the work of a driver for more than three hours in any one day, he shall be paid at the higher rate for the whole of such day.

(3) Whenever an advance or loan is made by an employer, at the request of an employee, the employer may, on receipt of a stop order, signed by the employee, make such deductions from subsequent wages or earnings, but no one deduction shall exceed 15 per cent of the remuneration from which it may be deducted. If the services of an employee are terminated, for any reason, before the loan or advance has been paid in full, the employer may appeal to the Council for reimbursement of the amount owing from the moneys for leave pay and bonus which the employer may have lodged with the Council in respect of the employee, in terms of this Agreement. The Council may, after considering any reasons which may have been submitted, uphold the appeal or give such other decision as the Council deems fit.

(4) Where moneys have been advanced to the employee to expend in the course of his duties for his employer, he may be required to render a satisfactory account of expenditure to his employer. Should the services of the employee be terminated and such moneys not have been refunded, the employer shall be entitled to recover the amount of the refund from the wages or earnings: Provided that an employee who is aggrieved by the application to him of this clause, may appeal to the Council against such a 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.

4. OPGAWE VAN LONE EN VERDIENSTE

Geen laer lone as onderstaande mag deur 'n werkgever betaal en deur 'n werknemer aanvaar word nie:

	Per uur c
Elkon	500
Ambagsman	420
EIW	320
KEIW	220
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is	150
(b) van 3 501 kg tot 9 000 kg is	190
(c) 9 001 kg en meer is	220
Arbeider:	
(a) Graad I	120
(b) Graad II	90

5. VERLOFBONUS

(1) Elke werknemer moet, wanneer hy kwalifiseer vir verlof ingevolge klousule 9 van Deel I, op dieselfde tyd wat sy verlofbesoldiging betaal word, bo en behalwe sy verlofbesoldiging, as 'n verlofbonus 'n bedrag betaal word gelykstaande met die loon wat hy normaalweg betaal sou word vir die tydperk hieronder aangedui:

Elkon en ambagsman	3 weke
EIW	2 weke
Drywer in klousule 4 (a) bedoel	2 weke
Drywer in klousule 4 (b) bedoel	2 weke
Drywer in klousule 4 (c) bedoel	2 weke
Arbeider graad I, aan die einde van sy eerste verlofsiklus	1 week

Met dien verstande dat die opleidingstydperk as arbeider graad II tel as deel van die kwalifiserende tydperk vir die verlofbonus van 'n arbeider graad I.

Arbeider graad I aan die einde van sy tweede en daaropvolgende verlofsiklus	2 weke
Vakleerlinge in sy eerste en tweede jaar	1 week
Vakleerling in sy derde en vierde jaar	2 weke

(2) (a) 'n Dienstydkerke voor die datum van inwerkingtreding van hierdie Ooreenkoms, in die kategorieë in hierdie klousule bedoel, moet ingevolge subklousule (1) as deel van die kwalifiserende tydperk tel.

(b) 'n Werknemer wie se kategorie gedurende 'n verlofsiklus na 'n KEIW verander word, moet, wanneer hy vir verlof kwalifiseer, 'n verlofbonus ontvang wat minstens gelyk is aan dié van sy vorige kategorie.

(3) (a) Waar die diens van 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, beëindig word voor voltooiing van 235 voltooid werkdae by 'n werkgever, moet sodanige werkgever binne sewe dae na diensbeëindiging, op die vorm deur die Raad voorgeskryf, *pro rata*-verlofbonus ooreenkomstig onderstaande formule aan die Raad betaal:

$$\frac{\text{Getal voltooid werkdae by werkgever in huidige verlofsiklus}}{235} \times \text{verlofbonus van toepassing op sodanige werknemer}$$

(b) Waar die diens van 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, beëindig word na voltooiing van 235 werkdae by 'n werkgever, maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgever—

(i) die verlofbonus aan hom verskuldig ingevolge subklousule (1), na gelang van die geval, ten opsigte van die verloftydperk wat opgeloop het maar nie toegestaan was voor die datum van sy diensbeëindiging nie, aan hom betaal; en

(ii) 'n bedrag bereken ooreenkomstig die formule in paragraaf (a) hierbo ten opsigte van die dienstydkerke voltooi na die datum waarop hy ingevolge klousule 9 van Deel I op verlof geregtig geword het, binne sewe dae na diensbeëindiging aan die Raad betaal op die vorm deur die Raad voorgeskryf.

(c) Ondanks paragrafe (a) en (b), is geen werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, geregtig op 'n verlofbonus nie, hetsy aan hom of aan die Raad betaal, tensy hy 100 werkdae by dieselfde werkgever voltooi het.

(d) 'n Werknemer wie se diens beëindig word en wat veronreg voel oor die toepassing op hom van paragraaf (c), kan na die Raad appelleer teen die beslissing wat op hom toegepas is, en die Raad kan, na oorweging van alle redes wat vir sodanige beslissing aan hom voorgelê is, die beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in die geval gegee behoort te gewees het.

Waar die diens van 'n werknemer beëindig word weens omstandighede buite sy beheer, moet alle skofte gewerk vir verlofbonus tel: Met dien verstande dat—

(i) waar die diens van 'n werknemer beëindig word ingevolge hierdie voorbehoudsbepaling en hy weer by dieselfde werkgever begin werk, sonder dat hy in die tussentyd by 'n ander werkgever gewerk het, hy vir die doel van die verlofbonus krediet moet kry vir alle skofte by sodanige werkgever gewerk;

4. SCHEDULE OF WAGES AND/OR EARNINGS

No employer shall pay and no employee shall accept wages at rates lower than the following:

	Per hour c
Elkon	500
Artisan	420
EIO	320
EIOT	220
Driver of a vehicle, the unladen mass of which is—	
(a) up to 3 500 kg	150
(b) from 3 501 kg to 9 000 kg	190
(c) 9 001 kg and over	220
Labourer:	
(a) Grade I	120
(b) Grade II	90

5. LEAVE BONUS

(1) Every employee shall, in addition to his leave pay, be paid a leave bonus of an amount equivalent to the wages he would normally be paid for the period specified below, whenever he qualifies for leave in terms of clause 9 of Part I, and such leave bonus shall be paid at the same time as his leave pay is paid:

Elkon and artisan	3 weeks
EIO	2 weeks
Driver referred to in clause 4 (a)	2 weeks
Driver referred to in clause 4 (b)	2 weeks
Driver referred to in clause 4 (c)	2 weeks
Labourer Grade I, at the end of the first leave cycle	1 week

Provided that the period of training as labourer Grade II shall count as part of the qualifying period for the leave bonus of a labourer Grade I.

Labourer Grade I, at the end of his second and subsequent leave cycles	2 weeks
Apprentice, during his first and second years	1 week
Apprentice, during his third and fourth years	2 weeks

(2) (a) Any period of employment in the categories referred to in this clause, prior to the date of coming into operation of this Agreement, shall count as part of the qualifying period in terms of subclause (1).

(b) An employee whose category is changed to that of an EIOT during any leave cycle shall on qualifying for leave, receive a leave bonus of not less than that of his previous category.

(3) (a) Where the employment of an employee for whom wages are prescribed in this Agreement is terminated before the completion of 235 completed working days with an employer, such employer shall pay to the Council, on the form prescribed by the Council, within seven days of termination of employment, *pro rata* leave bonus in accordance with the following formula:

$$\frac{\text{Number of completed working days with employer in present leave cycle}}{235} \times \text{leave bonus applicable to such employee}$$

(b) Where the employment of an employee for whom wages are prescribed in this Agreement is terminated after the completion of 235 completed working days with an employer, but before the annual leave has been granted to him, his employer shall—

(i) pay him the leave bonus due in terms of subclause (1), as the case may be, in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and

(ii) pay the Council, on the form prescribed by the Council, within seven days of termination of employment, an amount calculated in accordance with the formula in paragraph (a) above in respect of the period of employment completed after the date on which he became entitled to leave in terms of clause 9 of Part I.

(c) Notwithstanding the provisions of paragraphs (a) and (b), no employee for whom wages are prescribed in this Agreement shall be entitled to leave bonus, whether paid to him or to the Council, unless he has completed 100 working days with the same employer.

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

Where an employee's employment is terminated due to circumstances beyond his control, all shifts worked shall count for leave bonus: Provided that—

(i) where an employee's service is terminated in terms of this proviso and he resumes work for the same employer he shall, if he has not worked for another employer in the interim, be credited for the purpose of the leave bonus with the total number of shifts worked for such employer;

(ii) wanneer, in die geval van werknemers op omdraaiwerk, sy dienste deur die werknemer beëindig word, 'n diensydperk van minder as 60 skofte by dieselfde werkgever nie vir verlofbonus tel nie, maar indien die diens deur die werkgever beëindig word, alle skofte gewerk of ingevolge voorbehoudsbepaling (iii) toegelaat, vir verlofbonus moet tel;

(iii) tydperke van afwesigheid weens siekte, van altesaam hoogstens 43 skofte in 'n enkele kwalifiserende tydperk vir verlofbonus, vir die verlofbonus moet tel: Met dien verstande dat die werkgever die werknemer kan versoek om 'n mediese sertifikaat te lewer as bewys van die rede vir afwesigheid. Tydperke van afwesigheid as gevolg van 'n ongeluk voortspruitende uit of in die loop van 'n werknemer se diens moet, indien sodanige ongeluk aanvaar word as synde binne die bestek van die Ongevallewet, 1941, tel vir die doeleindes van die verlofbonus, en die tydperke van afwesigheid wat vir verlofbonusdoeleindes tel, is die tydperke van ongeskiktheid wat deur genoemde Wet aanvaar word.

Soos gemagtig, vir en namens die partye by die Raad, op hede die 20ste dag van June 1983 te Bloemfontein onderteken.

I. J. ELS, Voorsitter van die Raad.

D. F. MULDER, Ondervoorsitter van die Raad.

J. R. LOUW, Sekretaris van die Raad.

(ii) when, in the case of employees employed in turnaround work, the employment is terminated by the employee, employment with the same employer for less than 60 shifts shall not count for leave bonus, but where the employment is terminated by the employer all shifts worked or allowed in terms of proviso (iii) hereof shall count for the leave bonus;

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

Signed at Bloemfontein, as authorised, for and on behalf of the parties to the Council, this 20th day of June 1983.

I. J. ELS, Chairman of the Council.

D. F. MULDER, Vice-Chairman of the Council.

J. R. LOUW, Secretary of the Council.

Werk mooi daarmee.

Ons leef daarvan.

water is kosbaar

Use it.

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Plasing van tale: *Staatskoerante*

1. Hiermee word bekendgemaak dat die omruil van tale in die *Staatskoerant* nie meer kwartaalliks gedoen word nie, maar dat dit jaarliks sal geskied, beginnende vanaf 1 Oktober tot 30 September, elke jaar.
2. Vir die tydperk 1 Oktober 1983 tot 30 September 1984 word Afrikaans EERSTE geplaas.
3. Hierdie reëling word in ooreenstemming gebring met dié van die Parlement waarby koerante met Wetté ens. die taalvolgorde deurgaans behou vir die duur van die sitting.
4. Dit word dus van u, as adverteerder, verwag om u kopie met bogenoemde reëling te laat strook om onnodige omskakeling en stylredigering in ooreenstemming te bring.

—oOo—

IMPORTANT!!

Placing of languages: *Government Gazettes*

1. Notice is hereby given that the interchange of languages in the *Government Gazette* no longer takes place quarterly, but that it will now be done annually, starting on 1 October until 30 September, every year.
2. For the period 1 October 1983 to 30 September 1984, Afrikaans is to be placed FIRST, changing annually hereafter.
3. This arrangement is to bring the *Government Gazettes* in conformity with Gazettes containing Acts of Parliament etc. where the language sequence remains constant throughout the sitting of Parliament.
4. It is therefore expected of you, the advertiser, to see that your copy is in accordance with the above-mentioned arrangement in order to avoid unnecessary style changes and editing to correspond with the correct style.

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