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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 1749

17 Augustus 1984

WET OP ARBEIDSVERHOUDINGE, 1956

**ELEKTROTEGNIJSE NYWERHEID, OOS-LONDEN.—
HOOFDOORENKOMS**

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 30 Junie 1985 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; 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), 18, 34, 35 en 36 van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1985 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 ELEKTROTEGNIJSE
NYWERHEID, OOS-LONDEN**

OOREENKOMS

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

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 1749

17 August 1984

LABOUR RELATIONS ACT, 1956

**ELECTRICAL INDUSTRY, EAST LONDON.—MAIN
AGREEMENT**

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 30 June 1985, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union; 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), 18, 34, 35 and 36 of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1985, 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 ELECTRICAL INDUSTRY,
EAST LONDON**

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)

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

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 Elektrotegniese Nywerheid, Oos-Londen.

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 Nywerheid—

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

(b) wat betrokke is by of werkzaam is in die Nywerheid in die landrostdistrik Oos-Londen.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op vakleerlinge en kwekelinge slegs vir sover dit nie strydig is met die Wet op Mannekragopleiding, 1981, of met voorwaardes of kennisgewings wat daarkragtens voorgeskryf of bestel is nie.

(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 1985 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 werkzaam 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 Fabriek, Masjinerie en Bouwerk, 1941;

"Raad" die Nywerheidsraad vir die Elektrotegniese Nywerheid, Oos-Londen;

"werktuigkundige vir huishoudelike toestelle" of "koelkaswerktuigkundige" (hierna "WHT" genoem) 'n werknemer wat een of meer van die volgende klasse werk verrig:

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

"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 Nywerheid" of "Nywerheid" die Nywerheid waarin die werkgewer en die werknemer met mekaar geassosieer is met die doel om—

(a) elektriese uitrusting, met inbegrip van generators, motore, konvertors, skakel- en kontrole-uitrusting (insluitende relés, kontakters, elektriese instrumente en uitrusting in verband daarmee) elektriese verligtings-, verwarmings-, kook-, verkoelings- en koeluitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radio-toestelle en aanverwante elektriese apparaat, seinuitrusting en ander uitrusting waarin die beginsels aangewend word wat by die bediening van radio- of elektroniese uitrusting gebruik word, te installeer en/of te herstel en ook om alle werksaamhede te verrig wat daarmee in verband staan, uitgesonderd—

(i) die vervaardiging van die uitrusting hierbo bedoel of die installering en/of herstel van primêre en sekondêre selle en batterye, waar dié deur 'n batteryfabrikant geïnstalleer of herstel word;

Electrical Contractors' Association (South Africa)

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

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 Electrical Industry, East London.

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

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

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

(b) who are engaged or employed in the Industry in the Magisterial District of East London.

(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 1985 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 Electrical Industry, East London;

"domestic appliance mechanic" or "refrigerator mechanic" (hereinafter referred to as "DAM") means an employee engaged on one or more of the following classes of work:

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

"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 Industry" or "Industry" means the Industry in which employer and employee are associated for the purpose of—

(a) the installation and/or repair of electrical equipment including generators, motors, converters, switch and control gear (including relays, contractors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment, and other equipment utilising the principles used in the operation of radio or electronic equipment and including all operations incidental thereto, but not including—

(i) the manufacture of the equipment referred to or the installation and/or repair of primary and secondary cells and batteries where these are installed or repaired by a manufacturer of batteries;

(ii) die bedrading van, of die installering in motorvoertuie, van verligtings-, verwarmings- of ander uitrusting of toebehore hetsy vas of nie;

(iii) die installering, herstel en/of versiening van tikmasjiene en/of ander meganiese kantoortoestelle, waarby die gebruik van elektriese krag en die toepassing van die beginsels wat aangewend word by die bediening van radio- en elektroniese uitrusting, betrokke is;

(b) die bedrading of die installering in geboue of bouwerke, van elektriese verligtings-, elektriese verwarmings- of ander vaste toebehore en/of die maak van artikels wat in verband met bogenoemde werksaamhede gebruik word, afgesien daarvan of die werk verrig, die materiaal berei of die nodige artikels gemaak word op die terrein van die gebou of bouwerk of elders, maar uitgesonderd die herstel en/of onderhoud en/of installering van hysers en roltrappe in geboue of bouwerke;

“elektriese installering” die installering en/of oprigting en/of elektriese bedrading van enigeen van die artikels in die omskrywing van “Elektrotegniese Nywerheid” genoem;

“kwekeling-elektrotegniese installasie-werksman” (hierna “KEIW” genoem) iemand wat in diens is van ’n lid van die werkgewers-organisasie en—

(a) wat by die Raad geregistreer is ten einde opleiding te ontvang wat deur die Raad voorgeskryf is; en

(b) wat aan die volgende vereistes moet voldoen:

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

(ii) gedurende sy opleidingsjaar vir minimum van drie periodes van vyf dae elk verpligte opleiding moet ontvang by ’n instituut in sentra wat die Raad moet goedkeur, om hom toe te rus om take uit te voer wat ’n EIW kan onderneem; en

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

(c) aan wie, wanneer hy in die voorgeskrewe eksamen slaag, ’n bewys van bedreweheid uitgereik moet word op die wyse en in die vorm wat die Raad voorskryf;

(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 bedreweheid, wie se naam verskyn op die register wat die Raad vir registrasiedoeleindes hou, 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 aanhegting van leë leipypbybehore en kaste aan leipype;

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

(d) vasklampwerk, 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, harsagtige epoksie of soortgelyke vulsel gevul word;

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

(h) die installering van gesistematiseerde elektriese installasies, d.w.s. ’n vooraf ontwerpte bedradingstelsel wat werk van ’n herhalingsaard 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 deur draadleidings trek;

(j) die werk van ’n arbeider.

Klousule 36 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 houër 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;

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

(iii) the installation, repair and/or servicing of typewriting machines and/or other mechanical office appliances where the use of electrical power and the application of the principles used in the operation of radio and electronic equipment are involved;

(b) the wiring of or installation in buildings or structures of electrical lighting, electrical heating or other permanent fixtures and/or the making of articles for use incidental to the foregoing operations, whether the work is performed, the material is prepared or the necessary articles are made on the site of the buildings or structures or elsewhere, but not including the repair and/or maintenance and/or installation of lifts and escalators in buildings or structures;

“electrical installation” means the installation and/or erection and/or electrical wiring of any of the articles enumerated in the definition of “Electrical 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; and

(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) 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 have his services terminated;

(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 connection of accessories thereto;

(i) drawing of wires into wireways;

(j) the work of a labourer.

On qualifying as an EIO, the provisions of clause 36 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;

"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 iemand in diens neem of werk aan hom verskaf 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 waar die werkgewer normaalweg sy besigheid bedryf en waar sy loonstate gehou word;

"arbeider" '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) vasklampwerk, met inbegrip van die plasing van drade in die klampe;
- (e) elektriese hooflyneleidings installeer;
- (f) 'n slootgraafmasjien bedien;
- (g) materiaal laai of aflaai;
- (h) gleuwe en gate in mure en betonvloere maak vir leipype, en beton- en baksteenwerk boor;

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

(j) oortollige installasies en uitrusting in verband daarmee, waarvan die toevoerkables verwyder is, stroop;

(k) 'n Elkon, 'n ambagsman, 'n WHT en 'n EIW help, maar nie werk selfstandig verrig nie, behalwe soos in (a) tot (j) 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 klere 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 oppervlakte van 'n stuk grond, en omvat dit 'n voertuig, vliegtuig of vaartuig;

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

"besoldiging" betaling in geld kragtens hierdie Ooreenkoms, gemaak of verskuldig aan iemand, wat op watter wyse ook voortspruit uit indiensneming, en het "besoldiging" '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 uitsluitelike gee;

"kwekeling" iemand wat ooreenkomstig die Wet op Mannekragop-leiding 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 gereeld 'n hoër bedrag 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 handewerk in die Nywerheid verrig, 'n alleen-eienaar, werkende direkteur of werkgewer wat werk doen wat in die Ooreenkoms gelys is, en moet hy 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 vennootskaps-ooreenkoms by die Raad ingedien word.

4. WERKDAE EN WERKURE

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

(a) Langer as agt en 'n half uur op 'n dag, van Maandag tot Donderdag, en langer as agt uur op 'n Vrydag;

(b) langer as vyf dae in 'n week, van Maandag tot Vrydag;

(c) op 'n Saterdag, Sondag of openbare vakansiedag;

(d) voor 07h00 of na 17h00;

(e) (i) langer as vyf uur aaneen sonder 'n 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;

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

(iii) 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.

"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 remunerate 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 the place where the employer normally carries on his business and where his wage records are kept;

"labourer" 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) loading or unloading materials;
- (h) chasing and cutting of walls and concrete floors for conduit and drilling concrete and brickwork;

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

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

(k) assisting an Elkon, an artisan, a DAM and an EIO but who may not perform any work individually, except as set out in (a) to (j) 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 safe-keeping 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. DAYS AND HOURS OF WORK

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

(a) for more than eight and a half hours in any one day, Mondays to Thursdays, and for more than eight hours on Fridays;

(b) for more than five days in any one week, Mondays to Fridays;

(c) on a Saturday, Sunday or public holiday;

(d) before 07h00 or after 17h00;

(e) (i) 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;

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

(iii) when by reason of any overtime worked an employer is required to give an employee a second interval, such interval may be reduced to 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 werknemer 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 33 (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 as die ure wat in klousule 4 voorgeskryf word of daarbuite val, 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 oortydoon 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 voorleë waarin die oorsaak van sy afwesigheid gespesifiseer word.

(3) 'n Werknemer wat hom veronreg ag 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 bekragtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes gewees het.

6. TYD- EN LOONSTATE

Werkgewers moet sodanige tyd- en loonstate hou as wat deur regulasies kragtens die Wet voorgeskryf word, en werknemers moet tydstate 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 werkdag 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 werk vir minstens vier uur gegee word of besoldiging in plaas daarvan betaal word vir 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, as die werkgever glo dat die werk hervat kan word en hy sy werknemers uitdruklik opdrag gee om hulle op 'n besondere dag vir diens aan te meld, hy hulle werk vir minstens vier uur moet gee of besoldiging in plaas daarvan moet betaal vir 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 korttyd-werking skriftelik daarvan in kennis stel.

(2) Kort skofte gedurende korttyd gewerk, tel as skofte werklik gewerk om te kwalifiseer vir verlof met betaling 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 33 (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 RECORD

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 gestuur moet word, aan die adres deur hom verskaf.

(c) Aan elke werknemer moet 'n betaalstaat gegee word waarop sy volle besoldiging, betalings 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 eethuisdiens, 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 20 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 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 inbetalings 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 op dieselfde wyse gemaak word 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 'n 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.

(3) *Verantwoordelikheid.*—Geen Elkon, ambagsman, WHT, 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 deur so 'n werkgewer beëindig word 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 20 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, DAM, 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) (a) (i) Elke werknemer is geregtig op drie agtereenvolgende weke (15 agtereenvolgende werkdade) verlof, betaalbaar teen sy gewone loonskaal, na elke voltooië siklus van 235 voltooië werkdade by 'n werkgewer in die Nywerheid, uitgesonderd oortydwerk.

(ii) Die verlof in hierdie subklousule voorgeskryf, is verskuldig onmiddellik na voltooiing van die 235ste voltooië werkdag by 'n werkgewer, en verlofbesoldiging moet betaal word voordat die werknemer met verlof gaan.

(iii) Waar die diens van 'n drywer of arbeider beëindig word voor voltooiing van 235 voltooië werkdade by 'n werkgewer, moet sodanige werkgewer 'n *pro rata*-bedrag ooreenkomstig onderstaande formule aan hom betaal:

$$\frac{\text{Getal voltooië werkdade by werkgewer in huidige siklus}}{235} \times 15 \times \text{gewone dagloon.}$$

(iv) Waar die diens van 'n drywer of arbeider beëindig word na voltooiing van 235 voltooië werkdade by 'n werkgewer, maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgewer hom die volgende betaal:

(aa) Die bedrag verskuldig ingevolge subparagraaf (i) hiervan vir die tydperk van verlof wat opgeloopt het maar wat nie voor die datum van sy diensbeëindiging toegestaan is nie; en

(ab) 'n bedrag bereken ooreenkomstig die formule in subparagraaf (iii), vir die dien tydperk wat voltooi is na die datum waarop hy ooreenkomstig subparagraaf (i) op verlof geregtig geword het.

(v) Waar die diens van 'n ander werknemer as 'n drywer of 'n arbeider beëindig word voor voltooiing van 235 voltooië werkdade by 'n werkgewer, moet sodanige werkgewer binne sewe dae na diensbeëindiging, op die vorm deur die Raad voorgeskryf, 'n *pro rata*-bedrag ooreenkomstig onderstaande formule aan die Raad betaal:

$$\frac{\text{Getal voltooië werkdade by werkgewer in huidige siklus}}{235} \times 15 \times \text{gewone dagloon.}$$

(vi) Waar die diens van 'n ander werknemer as 'n drywer of 'n arbeider beëindig word na voltooiing van 235 voltooië werkdade by 'n werkgewer maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgewer die volgende betaal:

(aa) Aan die werknemer, die bedrag verskuldig ingevolge subparagraaf (i) hiervan vir die tydperk van verlof wat opgeloopt het maar wat nie voor die datum van sy diensbeëindiging toegestaan is nie; en

(ab) aan die Raad, op die vorm deur die Raad voorgeskryf, binne sewe dae na diensbeëindiging, 'n bedrag bereken ooreenkomstig die formule in subparagraaf (v) vir die dien tydperk wat voltooi is na die datum waarop die werknemer ooreenkomstig subparagraaf (i) op verlof geregtig geword het.

(vii) Ondanks subparagrafe (v) en (vi), is geen ander werknemer as 'n drywer of 'n arbeider op verlofbesoldiging geregtig nie, afgesien daarvan of dit aan hom of aan die Raad betaal word, tensy hy 25 werkdade by dieselfde werkgewer voltooi het.

(viii) 'n Ander werknemer as 'n drywer of 'n arbeider kan verlofbesoldiging eis wanneer hy kwalifiseer en met verlof gaan, of na 49 weke vanaf die eerste datum op die vorm in subparagraaf (vi) (ab) bedoel.

(b) (i) Elke werknemer is daarop geregtig en is verplig om sy verlof so te neem dat dit begin binne vier maande vanaf die datum waarop dit verskuldig word, tensy vrystelling deur die Raad verleen word.

(ii) Die werkgewer moet die verlof so toestaan dat dit begin binne vier maande vanaf die datum waarop dit verskuldig geword het.

(iii) Die verlof in hierdie subklousule voorgeskryf, moet vier naweke insluit en moet oor één ononderbroke tydperk strek.

(iv) Geen werknemer mag gedurende sy verlof werk nie, hetsy teen besoldiging of nie.

(v) Die tydperk wat 'n werknemer langer as twee werkdade, en tot 'n maksimum van 43 werkdade, per jaar afwesig is weens siekte, tel as kwalifiserende tydperk vir verlof. Met dien verstande dat waar die werkgewer 'n mediese sertifikaat vereis, dit getoon moet word.

10. ADDISIONELE VERLOF MET BESOLDIGING

(1) (a) 'n Elkon, ambagsman, WHT of EIW is geregtig op 'n addisionele week verlof, betaalbaar teen sy gewone loonskaal, wanneer hy vir sy vyfde en daaropvolgende verlof by dieselfde werkgewer kwalifiseer. Met dien verstande dat die addisionele verlof wat in hierdie subklousule voorgeskryf word, geneem moet word op 'n tydstop waarvoor die werkgewer en die werknemer onderling ooreenkom en ook tel as deel van die kwalifiserende tydperk vir sy volgende verlof.

(b) Die verlof in paragraaf (a) voorgeskryf, kan oploep tot 'n maksimum van vyf weke.

9. ANNUAL LEAVE

(1) (a) (i) Every employee shall be entitled to three consecutive weeks' (15 consecutive working days') leave, payable at his ordinary rate of wages, after each completed cycle of 235 completed working days with any employer in the Industry, exclusive of overtime.

(ii) The leave prescribed in this subclause shall become due immediately after the completion of the 235th completed working day with an employer, and leave pay shall be paid before the employee proceeds on leave.

(iii) Where the employment of a driver or labourer is terminated before the completion of 235 completed working days with an employer, such employer shall pay him a *pro rata* amount in accordance with the following formula:

$$\frac{\text{Number of completed working days with employer in present cycle}}{235} \times 15 \times \text{ordinary daily remuneration.}$$

(iv) Where the employment of a driver or labourer 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—

(aa) pay him the amount due in terms of subparagraph (i) hereof in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and

(ab) pay him an amount calculated in accordance with the formula in subparagraph (iii) in respect of the period of employment completed after the date on which he became entitled to leave in terms of subparagraph (i).

(v) Where the employment of an employee, other than a driver or labourer, is terminated before the completion of 235 completed working days with an employer, such employer shall pay the Council, on the form prescribed by the Council, within seven days of termination of employment, a *pro rata* amount in accordance with the following formula:

$$\frac{\text{Number of completed working days with employer in present cycle}}{235} \times 15 \times \text{ordinary daily remuneration.}$$

(vi) Where the employment of an employee, other than a driver or labourer, 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—

(aa) pay him the amount due in terms of subparagraph (i) hereof in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and

(ab) 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 subparagraph (v) in respect of the period of employment completed after the date on which he became entitled to leave in terms of subparagraph (i).

(vii) Notwithstanding the provisions of subparagraphs (v) and (vi), no employee, other than a driver or labourer, shall be entitled to leave pay, whether paid to him or to the Council, unless he has completed 25 working days with the same employer.

(viii) An employee, other than a driver or labourer, may claim his leave pay when he qualifies and proceeds on leave or after 49 weeks from the first date on the form referred to in subparagraph (vi) (ab).

(b) (i) Every employee shall be entitled to and shall take his leave so as to commence within a period of four months from due date, unless exemption is granted by the Council.

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

(iii) The leave prescribed in this subclause shall include four week-ends and shall be for one unbroken period.

(iv) no employee shall engage in employment, whether for remuneration or not, during the leave period.

(v) Any period during which an employee is off sick in excess of two working days up to a maximum of 43 working days per annum shall count as qualifying period for leave: Provided that where it is required by the employer, a medical certificate shall be produced.

10. ADDITIONAL PAID LEAVE

(1) (a) Any Elkon, artisan DAM or EIO shall be entitled to an additional one week's leave, payable at his ordinary rate of wages, on qualifying for his fifth and subsequent leave with the same employer: Provided that the additional leave prescribed in this subclause shall be taken at a time mutually agreed on between employer and employee and shall also count as part of the qualifying period for his next leave.

(b) The leave prescribed in paragraph (a) may be accumulated up to a maximum of five weeks.

(c) Die werknemer kan deur onderlinge ooreenkoms met sy werkgever betaling neem in plaas van die verlof in paragraaf (a) voorgeskryf. Ingeval die werkgever en die werknemer nie saamstem nie, moet die saak na die Raad verwys word vir 'n beslissing, wat finaal is.

(d) Waar die dienste van 'n werknemer beëindig word en verlof ingevolge paragraaf (b) in sodanige werknemer se krediet opgeloo het, moet die werkgever die werknemer vir sodanige opgeloope verlof uitbetaal.

(e) die dienstydperk in die kategorieë in paragraaf (a) bedoel, voor die datum van inwerkingtreding van hierdie Ooreenkoms moet as deel van die kwalifiserende tydperk ingevolge paragraaf (a) beskou word.

(f) Wanneer 'n ander werknemer as 'n drywer of 'n arbeider, as gevolg van samesmelting of oornames, sy kwalifisering verloor vir die addisionele verlof in paragraaf (a) voorgeskryf, moet die eerste werkgever by wie hy gedurende sy verlofsiklus in diens was hom 'n *pro rata*-gedeelte van die addisionele verlof betaal, en moet die tweede werkgever by wie hy gedurende sy verlofsiklus in diens is, hom die balans van die addisionele verlof toestaan: Met dien verstande dat die tweede werkgever 'n werkgever in die Nywerheid is.

(2) Behoudens andersluidende bepaling hierin, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer in die diens van die werkgever tree of op die datum waarop hy laas op vakansieoortreë geregtig geword het, naamlik die jongste datum.

11. PRO RATA-VERLOFBESOLDIGING

(1) Wanneer die dienste van 'n werknemer beëindig word en geld ingevolge hierdie Ooreenkoms aan die Raad betaal moet word, moet die werkgever bewysstukke wat deur die Raad verskaf word in drievoud invul. Die werkgever moet een bewysstuk aan die werknemer gee as hy die diens verlaat, een hou, en die derde een saam met die geld binne sewe dae na diensbeëindiging aan die Raad stuur. Sodanige geld moet by die Raad se kantore inbetaal of per geregistreerde pos aan die Raad gestuur word.

(2) Alle geld wat ingevolge subklousule (1) ontvang word, moet in 'n afsonderlike bankrekening gestort word, en die Raad kan sodanige geld van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar belê, of in opbetaalde permanente aandele in 'n bank of bouvereniging of in Nasionale Spaarsertifikate. Die rente uit sodanige beleggings verkry, val aan die algemene fondse van die Raad toe.

(3) 'n Werknemer vir wie geld in subklousule (1) bedoel deur die Raad gehou word, is daarop geregtig om minstens sewe dae voor die datum waarop hy met verlof vertrek by die Sekretaris van die Raad aansoek te doen om die uitbetaling daarvan, en hy moet by aansoek die bewysstuk wat die werkgever hom gegee het en wat in subklousule (1) bedoel word aan die Raad oorhandig: Met dien verstande dat waar 'n werknemer by die Nywerheid uit diens getree het en sy verlof verskuldig wou gewees het indien hy by die Nywerheid in diens gebly het, die aansoek om uitbetaling by die Raad gedoen moet word minstens sewe dae voordat die betaling vereis word.

(4) Die Raad kan na goeddunke en nadat 'n sessie deur die werknemer onderteken is, aan sodanige werknemer die verlofgeld voorskiet waarop hy geregtig is en wat ingevolge hierdie Ooreenkoms aan die Raad gestuur is en/of die geld gelykstaande met die verlofbonus waarop hy geregtig is en wat ingevolge hierdie Ooreenkoms aan die Raad gestuur moet word, na gelang van die geval.

(5) Bewysstukke wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen geld wat daarkragtens verskuldig is, mag gesedeer of verpand word nie.

(6) Geen verlobbewysstukke mag uitgereik word nie behalwe ooreenkomstig hierdie klousule.

(7) Alle geld verskuldig ingevolge die bewyse wat ingevolge subklousule (1) uitgereik is en wat onopgeëis is na 'n tydperk van twee jaar vanaf die datum waarop dit ingevolge hierdie Ooreenkoms verskuldig geword het, moet na die algemene fondse van die Raad oorgeplaas word: Met dien verstande dat die Raad die betaling van eise wat na sodanige tydperk van twee jaar ingedien word, uit sy algemene fondse kan magtig.

(8) 'n Ouditeur, wat deur die Raad aangestel moet word, moet die rekenings in verband met die vakansiegeld jaarliks ouditeer en voor of op 30 September elke jaar of so gou moontlik daarna 'n staat opstel wat—

(a) alle geld wat ontvang is; en

(b) alle geld wat uitbetaal is;

gedurende die 12 maande geëindig die vorige 15 Junie, moet aantoon en ook 'n balansstaat moet bevat wat die bates en laste, soos op daardie datum, moet aantoon.

Juiste kopieë van die geouditeerde staat en balansstaat, medeonderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor moet binne ses maande na die einde van die tydperk waarop dit betrekking het aan die Direkteur-generaal van Mannekrag, Pretoria, gestuur word.

12. 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 werkgever aan hom siekteverlof toestaan, wat soos volg bereken word:

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

(c) The employee may, by mutual agreement with the employer, take payment in lieu of the leave prescribed in paragraph (a). In the event of the employer and the employee failing to agree, the matter shall be referred to the Council for a decision, which shall be final.

(d) Where the services of an employee are terminated and such employee has accumulated leave in terms of paragraph (b) standing to his credit, the employer shall pay the employee in lieu of such accumulated leave.

(e) Any period of employment in the categories referred to in paragraph (a) prior to the date of commencement of this Agreement shall count towards the qualifying period in terms of paragraph (a).

(f) When an employee, other than a driver or labourer, as a result of mergers or take-overs, loses his qualification for the additional leave prescribed in paragraph (a), the first employer by whom he is employed during his leave cycle shall pay him a *pro rata* share of the additional leave and the second employer by whom he is employed during his leave cycle shall grant him the balance of the additional leave: Provided that the second employer is an employer in the Industry.

(2) Save as is otherwise provided herein, employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service or on the date on which he last became entitled to leave, whichever is the later.

11. PRO RATALEAVE PAY

(1) Whenever the services of an employee are terminated and money has to be paid to the Council in terms of this Agreement, the employer shall complete vouchers supplied by the Council in triplicate. The employer shall hand one voucher to the employee when he leaves, retain one and forward the third one together with the money to the Council within seven days of termination of employment. Such moneys shall be paid in at the offices of the Council or forwarded to the Council under registered cover.

(2) All moneys received in terms of subclause (1) shall be deposited into a separate banking account and such moneys may be invested by the Council from time to time on fixed deposit or on call, or in paid-up permanent shares with a bank or building society or in National Savings Certificates. Any interest derived from such investments shall accrue to the general funds of the Council.

(3) An employee for whom money referred to in subclause (1) is held by the Council shall be entitled to apply to the Secretary of the Council for payment at least seven days before the date on which he proceeds on leave and shall surrender the voucher given to him by the employer and referred to in subclause (1), to the Council when making application: Provided that where an employee has left the Industry and his leave would have been due had he remained in the Industry, the application for payment shall be made to the Council at least seven days before payment is required.

(4) The Council may, in its absolute discretion and on a cession signed by an employee, advance to such an employee the paid leave entitlement remitted to the Council, in terms of this Agreement and/or the money equivalent of the leave bonus entitlement forwardable to the Council in terms of this Agreement, as the case may be.

(5) Vouchers issued to employees are not transferable and no moneys due in terms thereof shall be ceded or pledged.

(6) No leave vouchers shall be issued otherwise than in accordance with this clause.

(7) All moneys due in terms of the vouchers which have been issued in terms of subclause (1) and which are unclaimed within a period of two years from the date on which they have become due in terms of this Agreement, shall be transferred to the general funds of the Council: Provided that the Council may authorise payment from its general funds of claims submitted after such period of two years.

(8) An auditor, appointed by the Council, shall audit the accounts relating to the holiday moneys annually and shall not later than 30 September of each year, or as soon as possible thereafter, prepare a statement showing—

(a) all moneys received; and

(b) all the amounts paid out;

during the 12 months ended 15 June preceding, together with a balance sheet showing the assets and liabilities as at that date.

True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall be transmitted to the Director-General of Manpower, Pretoria, within six months of the period to which they relate.

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

(2) 'n 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 siekteverlofbetalings, 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 die wat in die voormelde ooreenkoms uiteengesit is en ten opsigte waarvan vrystelling van die bepaling 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 bepalinge 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 met besoldiging 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.

13. 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, voorgeskryf 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 Ongevallekommisaris en die minimum besoldiging in die Ooreenkoms voorgeskryf vir dié klas diens of, in die geval van 'n kwekeling, die bedrag in die Wet op Mannekragopleiding, 1981, voorgeskryf: 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 betaal nie meer mag wees as die bedrag in die Siektebystandfonds voorgeskryf nie.

(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 drie dae van sodanige afwesigheid, 'n uurtolae betaal word gelykstaande met die basiese uurloon vir sy klas werk soos in hierdie Ooreenkoms voorgeskryf: 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.

(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 payments 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 pre-scribed 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 provision of this clause, no employee shall be entitled to paid sick leave—

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

(b) in respect of paid public holidays as specified in this Agreement, or in respect of any 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.

13. 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.

14. 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 voorgeskryf, moet geag word 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 paragrafe (a) en (b) hiervan is 'n werknemer van wie sy werkgever 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 werkgever 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 werkgever vereis word, of indien die openbare vakansiedag in die werknemer se tydperk van jaarlikse verlof val.

(d) Wanneer 'n werkgever 'n werknemer ontslaan en die diens binne 'n tydperk van vyf werkdag voor 'n openbare vakansiedag beëindig word, moet sodanige werkgever 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 goeddunke besluit of die werknemer op die betaling geregtig is, waarop genoemde bedrag aan die werknemer betaal of aan die werkgever terugbetaal moet word, na gelang van die geval: Met dien verstande dat, indien die werknemer deur 'n ander werkgever vir die openbare vakansiedag betaal word, die bedrag terugbetaal moet word aan die werkgever 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 daarbenewens nog een en twee derdes van sy normale uurloon betaal word vir alle ure gewerk.

(3) 'n Werknemer wat hom veronreg ag 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 vir sodanige beslissing wat voorgelê word, daardie beslissing bekrachtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes gewees het.

15. VERHOUDING VAN GESKOOLDE TOT ONGESKOOLDE WERKNEMERS

(1) 'n Werkgever 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 werkgever 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, ambagsman en 'n vakleerling in sy finale jaar.

16. DIENSBEÏNDIGING

(1) Die werkgever 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 werkgever of 'n werknemer om 'n dienskontrak sonder kennisgewing te beëindig om 'n regseldige rede wat as voldoende beskou word;

(ii) 'n ooreenkoms tussen 'n werkgever en 'n werknemer wat voorsiening maak vir 'n kennisgewingstermyn van langer as een volle werkdag: Voorts met dien verstande dat 'n werkgever 'n werknemer 'n loon kan betaal vir en in plaas 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 werkgever die loon vir die ure van 'n gewone skof by die betrokke bedryfsinrigting gewerk, aftrek.

17. BOETES

Indien die bedrag wat aan die Raad verskuldig of betaalbaar is ooreenkomstig klousules 18 (1), 18 (2), 19 (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

14. 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.

15. 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 employs 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.

16. 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.

17. PENALTIES

Should any amount due or payable to the Council in terms of clauses 18 (1), 18 (2), 19 (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

betalbaar is ooreenkomstig klousule 11 (1) of 22 (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 1 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 goeie dunks betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

18. LEDEGELD VIR VAKVERENIGING EN WERKGEWERS-ORGANISASIEHEFFING

(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 WHT, 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 Contractor's Association (South Africa) moet die heffing betaalbaar aan daardie Association 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 2½ persent van alle bydraes en heffings ingevolge subklousules (1) en (2) aan die Raad betaal moet word.

19. 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 R1 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 Workers' 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.

(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 2½ 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, medeonderteken 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 ten opsigte van wie bydraes ingevolge subklousule (1) gemaak moet word.

following the month in respect of which it is payable, or should any amount payable to the Council in terms of clause 11 (1) or 22 (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.

18. 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, DAM 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 employers' 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 2½ per cent of all contributions and levies in terms of subclauses (1) and (2) shall be paid to the Council.

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

(1) For the purpose of implementing the objects set forth in the constitution of the Fund, 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 R1 per week in respect of every employee for whom wages are prescribed in this Agreement.

(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) 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 2½ 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).

20. SIEKTEBYSTANDS-, PENSIOEN- EN MEDIESE BYSTANDSFONDSE

(1) Nademaal die Raad in kennis gestel is van die instelling van die Siektebystandsfonds van die Elektrotegniese Aannemingsnywerheid, die Pensioenfonds van die Elektrotegniese Aannemingsnywerheid, die Pensioenfonds—Aanvullende Skema—van die Elektrotegniese Aannemingsnywerheid en die Mediese Bystandsfonds van die Elektrotegniese Aannemingsnywerheid vir die Elektrotegniese Aannemingsnywerheid, Transvaal, by Goewermentskennisgewing R. 449 van 6 Maart 1981 (hierna genoem die "Fondse"), magtig hy hierby, vir die uitvoering van die doelwitte soos uiteengesit in vermeldde Goewermentskennisgewing, die invordering van bydraes ingevolge die prosedure soos hieronder uiteengesit.

(2) *Siektebystandsfonds van die Elektrotegniese Aannemingsnywerheid.—Bydraes*—Elke werkgever moet weekliks aan die Raad die bedrag betaal wat in onderstaande tabel moet aangegee word ten opsigte van die klas werknemer wat in die eerste kolom vermeld word en hy kan weekliks die bedrag in die laaste kolom aangegee aftrek van die besoldiging wat aan die werknemer verskuldig is:

	Totaal aan Raad betaalbaar	Bedrag deur werknemer betaalbaar
	c	c
(a) Elkons, WHTs, ambagsmanne en kwekelinge in diens van 'n lid van die werkgewersorganisasie.....	70	30
(b) Elkons, WHTs, ambagsmanne, EIWs en kwekelinge in diens van 'n werkgever wat nie lid is van die werkgewersorganisasie nie.....	50	20

(3) *Pensioenfonds van die Elektrotegniese Aannemingsnywerheid en Pensioenfonds—Aanvullende Skema—van die Elektrotegniese Aannemingsnywerheid.—Bydraes*—(a) Die Raad moet die weeklikse bedrag vasstel wat betaalbaar is aan die Pensioenfonds van die Elektrotegniese Aannemingsnywerheid ten opsigte van Elkons, WHTs, ambagsmanne, EIWs en drywers en elke werkgever in Januarie en Julie van elke jaar daarvan in kennis stel. Hierdie bedrag moet 12½ persent wees van die voorgeskrewe loon vir sodanige klas werknemer, bereken tot die volgende naaste 10c.

(b) Elke werkgever moet die bedrag wat ingevolge paragraaf (a) vasgestel is aan die Raad betaal ten opsigte van die werknemers: Met dien verstande dat die werkgever 40 persent van die verkuldigde bedrag van die besoldiging van die werknemers kan aftrek.

(c) Die Raad moet die weeklikse bedrag vasstel wat betaalbaar is aan die Pensioenfonds—Aanvullende Skema—van die Elektrotegniese Aannemingsnywerheid ten opsigte van arbeiders en KEIWs en elke werkgever in Januarie en Julie van elke jaar daarvan in kennis stel. Hierdie bedrag moet 10 persent wees van die voorgeskrewe loon vir sodanige klas werknemer, bereken tot die volgende naaste 10c: Met dien verstande dat sodanige werknemer drie werkdae of langer gedurende die loonweek gewerk het: Voorts met dien verstande dat hierdie paragraaf nie van toepassing is op arbeiders en KEIWs gedurende die eerste 12 maande diens by 'n werkgever in die Nywerheid nie.

(4) *Mediese Bystandsfonds van die Elektrotegniese Aannemingsnywerheid.—Bydraes*—(a) Elke werkgever moet die volgende bydrae aan die Raad betaal ten opsigte van ondergenoemde werknemers:

	Per week R
(i) Elkons, WHTs, ambagsmanne, EIWs, vakleerlinge in hul finale jaar, vakleerlinge met afhanklikes en kwekelinge in diens van 'n lid van die werkgewersorganisasie.....	12,00
(ii) Vakleerlinge in diens van 'n werkgever in subparagraaf (i) hierbo bedoel, maar wat nie in subparagraaf (i) ingesluit is nie.....	6,00
(iii) Elkons, WHTs, ambagsmanne, EIWs, vakleerlinge in hul finale jaar, vakleerlinge met afhanklikes en kwekelinge in diens van 'n werkgever wat nie lid is van die werkgewersorganisasie nie.....	9,00
(iv) Vakleerlinge in diens van 'n werkgever in subparagraaf (iii) hierbo bedoel, maar wat nie in subparagraaf (iii) ingesluit is nie.....	4,50

(b) 'n Werkgever is daarop geregtig om die helfte van die bydrae in paragraaf (a) bedoel, af te trek van die besoldiging wat verskuldig is aan werknemers ten behoeve van wie bydraes gemaak word.

(c) Vir die doel van die Fonds in hierdie subklousule bedoel, is werknemers in paragraaf (a) (i) en (ii) bedoel "A"-lede van die Fonds en werknemers in paragraaf (a) (iii) en (iv) bedoel "B"-lede.

(5) Die reëls van die Fondse in subklousule (1) bedoel, is *mutatis mutandis* van toepassing op werknemers vir wie bydraes ingevolge subklousules (2), (3) en (4), betaal word.

20. SICK BENEFIT, PENSION AND MEDICAL AID FUNDS

(1) The Council having been advised of the establishment of the Electrical Contracting Industry Sick Benefit Fund, the Electrical Contracting Industry Pension Fund, the Electrical Contracting Industry Pension Fund—Supplementary Scheme, and the Electrical Contracting Industry Medical Aid Fund for the Electrical Contracting Industry, Transvaal, under Government Notice R. 449 of 6 March 1981 (hereinafter referred to as the "Funds"), hereby authorises, for the purpose of implementing the objects set forth in the aforesaid Government Notice, the collection of contributions in accordance with the procedure detailed hereunder.

(2) *Electrical Contracting Industry Sick Benefit Fund.—Contributions*—Every employer shall pay weekly the amount given in the table below to the Council in respect of the category of employee given in the first column and may deduct the amount given in the last column weekly from the remuneration due to such employee:

	Total payable to Council c	Amount payable by employee c
(a) Elcons, DAMs, artisans, and trainees employed by a member of the employers' organisation.....	70	30
(b) Elcons, DAMs, artisans, EIOs and trainees who are employed by an employer who is not a member of the employers' organisation.....	50	20

(3) *Electrical Contracting Industry Pension Fund and Electrical Contracting Industry Pension Fund Supplementary Scheme.—Contributions*—

(a) The Council shall determine and advise every employer in January and July each year of the weekly amount payable to the Electrical Contracting Industry Pension Fund in respect of Elcons, DAMs, artisans, EIOs and drivers which amount shall be 12½ per cent of the prescribed wage for such category of employee, taken to the next higher 10c.

(b) Every employer shall pay the amount determined in paragraph (a) to the Council in respect of such employees: Provided that the employer may deduct 40 per cent of the amount payable from the remuneration of such employees.

(c) The Council shall determine and advise every employer in January and July each year of the weekly amount payable to the Electrical Contracting Industry Pension Fund—Supplementary Scheme in respect of labourers and EIOs, which amount shall be 10 per cent of the prescribed wage for such category of employee, taken to the next higher 10c: Provided that such employee worked for three working days or more in any pay-week: Provided further that the provisions of this paragraph shall not be applicable to labourers and EIOs during the first 12 months of employment with an employer in the Industry.

(4) *Electrical Contracting Industry Medical Aid Fund.—Contributions*—(a) Every employer shall pay the following amounts to the Council in respect of the undermentioned employees:

	Per week R
(i) Elcons, DAMs, artisans, EIOs, final year apprentices, apprentices with dependants and trainees who are employed by a member of the employers' organisation...	12,00
(ii) Apprentices employed by the same employers referred to in subparagraph (i) above, but not included in subparagraph (i).....	6,00
(iii) Elcons, DAMs, artisans, EIO's, final year apprentices, apprentices with dependants and trainees who are employed by employers who are not members of the employers' organisation.....	9,00
(iv) Apprentices employed by employers referred to in subparagraph (iii) above, but who are not included in subparagraph (iii).....	4,50

(b) An employer shall be entitled to deduct half the amounts referred to in paragraph (a) from the remuneration due to the employees in respect of whom contributions are made.

(c) For the purposes of the Fund referred to in this subclause, employees referred to in paragraph (a) (i) and (ii) are "A" members of the Fund and employees referred to in paragraph (a) (iii) and (iv) are "B" members.

(5) The rules of the Funds referred to in subclause (1) shall *mutatis mutandis* apply to employees for whom contributions are paid in terms of subclauses (2), (3) and (4).

(6) Die Raad moet die totale bedrag aan bydraes deur hom ingevorder ooreenkomstig subklousules (2), (3) en (4) betaal aan die Fondse in subklousule (1) bedoel.

(7) Indien 'n werkgever en sy werknemers lede is van 'n bestaande siektebystandsfonds, pensioenfonds of mediese bystandsfonds op die datum waarop hierdie Ooreenkoms in werking tree, kan hulle by die Raad aansoek doen om vrystelling van hierdie klousule.

(8) 'n Kopie van die hoofbepalings en prosedures vir die eis van bystand van die Fondse moet aan elke lid van die Fondse verskaf word en kopieë van die volledige reëls van sodanige Fondse moet vir noukeurige deurlusing by die kantore van die Raad beskikbaar wees.

21. SLUITING VAN BEDRIYFSINRICHTING OP 'N GEWONE WERKDAG

Ondanks andersluidende bepalinge in hierdie Ooreenkoms kan 'n bedryfsinrigting by wyse van onderlinge ooreenkomste tussen die werkgever en minstens 75 persent van sy werknemers gesluit word gedurende 'n werkdag wat vir daardie bedryfsinrigting ingevolge klousule 33 (2) van hierdie Deel van die Ooreenkoms vasgestel is. Waar sodanige reëlings vir elke bepaalde sluiting van die bedryfsinrigting getref word, moet die Raad daarvan in kennis gestel word.

22. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgever wat by die Elektrotegniese Nywerheid 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 tesame met die—

- (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 werkgever mag langer as 30 dae na registrasie met sy werksaamhede in die Nywerheid voortgaan nie, tensy hy die volgende aan die Raad voorgelê 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 ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941.

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

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

(d) Werkgevers 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 verstrek wat ooreenkomstig hierdie klousule vereis word.

(e) Waar die werkgever '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 werkgever 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 Elektrotegniese Nywerheid, Oos-Londen, Posbus 7379, Oos-Londen, 5200.

(4) Elke werkgever in die Nywerheid moet die volledige straatadres en telefoonnommer van sy bedryfsinrigting aan die Raad verskaf en waar dié 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 verstrek.

(5) (a) Elke werkgever 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 en WHT	1 200
(iii) EIW	550
(iv) Drywer	350
(v) Arbeider	250

(6) The Council shall pay to the Funds referred to in subclause (1) the total amount of contributions collected by it in terms of subclauses (2), (3) and (4) hereof.

(7) If, on the date of coming into operation of this Agreement, an employer and his employees are members of an existing sick benefit fund, pension fund or medical aid fund, they may apply to the Council for exemption from the provisions of this clause.

(8) A copy of the main provisions and benefit-claiming procedures of the Funds shall be supplied to each member of the Funds and copies of the complete rules of such Funds shall be available for perusal at the offices of the Council

21. 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 33 (2) 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 arrangements made.

22. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Electrical 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—

- (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 contractor's 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 an establishment registered 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 Electrical Industry, East London, P.O. Box 7379, East London, 5200.

(4) Every employer in the Industry shall provide the Council with the full street address and telephone number of his establishment, or where this address is not a normal street address in a town or city, he shall provide the Council with full details of the whereabouts of his establishment.

(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) Elco	1 500
(ii) Artisan and DAM	1 200
(iii) EIO	550
(iv) Driver	350
(v) Labourer	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 werkgever insolvent raak, moet die Raad die verlofbesoldiging en verlofbonusse aan die werknemers van die werkgever 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 werkgevers 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 werkgevers wat ná die datum van inwerkingtreding 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 Werkgever 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 werkgever die geld binne 30 dae nadat die werknemer sy diens verlaat het, van die Raad kan terugeis.

(g) Die werkgever 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 stortings vereis word.

(h) Ondanks andersluidende bepalinge in hierdie subklousule, kan die werkgever 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 bepalinge betreffende die wyse van uitbetaling van die deposito op die verskaffing van die waarborg van toe-passing is.

23. BUITEWERK

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

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

24. STUKWERK

(1) Die uitbesteding deur werkgevers, 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 ooreenkomste tussen 'n individuele werkgever 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 as dié wat in hierdie Ooreenkoms voorgeskryf word nie: 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.

25. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

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

26. VERBOD OP KONTRAKWERK OP 'N SLEGS-ARBEID-GRONDSLAG EN/OF HUUR VAN ARBEID

(1) Geen werkgever 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 toelaes betaal word aan 'n ander persoon as die persoon wat die werk doen nie;

(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.

(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 paid-up 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 amount 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 paragraph (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 entering his service: Provided that an 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 guarantee.

23. OUTWORK

(1) No employer shall require or allow any of his employees to undertake work in connection with the Electrical 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 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.

24. 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 employer 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: Provided 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.

25. 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.

26. 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 person other than the person performing such work;

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

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

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

27. 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.

28. 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 werkure van die betrokke werknemer geag word.

29. EERSTEHULP

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

30. 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.

31. OPBERGING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

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

(2) Elke werkgever moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem om die gereedskap wat die privaate eiendom van geskoolde werknemers in sy diens is, te verseker teen verlies of vernietiging of beskadiging deur brand of diefstal terwyl dit op die eienaar se perseel is.

Die maksimum dekking kragtens hierdie klousule is R300 per werknemer. Met dien verstande dat 10 persent van die verlies of skade waarvoor betaling geëis word, deur die werknemer gedra moet word. Voorts met dien verstande dat 'n werkgever moet vereis dat 'n geskoolde werknemer binne sewe dae na diensaansvaarding 'n inventaris aan hom voorleë van die gereedskap in sy besit wat moet bestaan uit 'n minimum soos hieronder uiteengesit, en die geskoolde werknemer moet aan die vereistes voldoen sodat sy werkgever die voorgeskrewe versekering kan uitneem. Die werkgever kan die inventaris van tyd tot tyd nagaan.

(3) Die gereedskap van die geskoolde werknemer soos in klousule 15 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, soldeerbout, krimptang, pybuijer (Hickey-tipe), syknipptang (diagonale tipe), ses gemengde skroewedraaiers, skrynwerkershamer, blikskêr, ses gemengde plat- en/of ringsleutels (standaardtipe), els, staalliniaal 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, skroefsnygereedskap, dryfbeitels, klipwerkbore, meggers, waterverwarmersleutel, gatsae, buigtoestel, ruimers, deurtrekdraad, spiraalbore, skroefsnymoere, onderstelpone, elektriese kraggereedskap.

Met dien verstande dat sodanige gereedskap die eindom van die werkgever bly. Die werknemer moet alle voorsorg tref by die gebruik en wegbere van gereedskap wat deur sy werkgever verskaf word. Die werkgever is daarop geregtig om aftrekkings te maak van besoldiging betaalbaar aan 'n werknemer vir die verlies van die werkgever se uitrusting waarvoor sodanige werknemer geteken het of versekeringsoorskryding betaalbaar as gevolg van die verlies van sodanige uitrusting.

(3) No employer shall employ any employee of another employer in the Electrical 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, or hire the services of any employee to or from any person unless such person is an employer engaged in the Electrical Industry and is engaged in any activity or activities falling within the Electrical 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.

27. 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.

28. 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.

29. 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.

30. 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 and the dates of commencement and termination of employment.

31. STORAGE, INSURANCE AND PROVISION OF TOOLS

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

(2) Every employer shall take out an insurance policy with a registered insurance company, insuring tools which are the private property of skilled employees in his employ against the loss or destruction or damage of the tools through fire or theft whilst on the employer's premises.

The maximum cover under this clause shall be R300 per employee: Provided that 10 per cent of any loss or damages for which payment is claimed shall be borne by the employee: Provided further that an employer shall require a skilled employee, within seven days of the commencement of his employment, to submit to him an inventory of the tools in his possession, which shall comprise a minimum as detailed hereunder, and the skilled employee shall comply with such requirements to enable the employer to effect the insurance prescribed above. The employer may verify such inventory from time to time.

(3) The tool kit of the skilled employee as specified in clause 15 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:

Provided that such tools remain the property of the employer. The employee shall exercise due care in the use and storage of tools provided by his employer. The employer shall be entitled to make deductions from the remuneration payable to any employee for the loss of the employer's equipment signed for by such employee or the insurance excess payable on the loss of any such equipment.

(5) Vir die toepassing van hierdie klousule beteken "geskoolde werknemer" 'n Elkon, ambagsman, WHT of vakleerling in sy finale jaar.

32. ADMINISTRASIE VAN OOREENKOMS

Die Raad is verantwoordelik vir die administrasie van hierdie Ooreenkoms.

33. VERTONING VAN KENNISGEWINGS

(1) Elke werkgever moet 'n leesbare afskrif van hierdie Ooreenkoms in beide amptelike tale op 'n plek gereedlik bekombaar in sy bedryfsinrigting aanbring en dit daar beskikbaar hou.

(2) Elke werkgever moet 'n kennisgewing met die aanvangs- en uitskei-tyd van werk in sy bedryfsinrigting ten toon stel, op 'n plek gereedlik toeganklik vir sy werknemers.

34. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom te help om uitvoering aan hierdie Ooreenkoms te gee. 'n Agent het die reg om—

(a) 'n perseel of plek waarin die Elektrotegniese Nywerheid beoefen word te enige tyd binne te gaan wanneer hy redelike grond het om te vermoed dat iemand daar werksaam is;

(b) enigeen wat hy in of op die perseel vind mondeling te ondervra, hetsy alleen of in die teenwoordigheid van ander persone as hy dit goed ag, in verband met sake wat op hierdie Ooreenkoms betrekking het.

35. ORGANISEERDERS VAN VAKVERENIGING

Beamptes van die vakvereniging moet in die gewone loop van hul pligte en met die vooraf verkreeë toestemming van die werkgever of sy gemagtigde verteenwoordiger, gedurende werkure toegang hê tot alle werker-reine en werkwinkels, maar hulle mag nie die voortsetting van werk deur 'n werknemer belemmer nie: Met dien verstande dat sodanige toegang in verband staan met sake wat binne die bestek van die Wet op Arbeidsverhoudinge, 1956, val.

36. INDIENSNEMING VAN VAKVERENIGINGARBEID

(1) Geen werkgever wat lid is van die werkgewersorganisasie mag 'n werknemer in diens hou wat, hoewel hy tot lidmaatskap van die vakvereniging toelaatbaar is, nie op die datum waarop hierdie Ooreenkoms in werking tree lid van die vakvereniging is nie, of wat nie binne 'n tydperk van 90 dae vanaf sodanige datum of vanaf die datum van indienstreding waar die indienstreding na die datum van inwerkingtrede van hierdie Ooreenkoms geskied, lid van die vakvereniging word nie; en geen lid van die vakvereniging mag in diens bly by 'n werkgever wat nie lid is van die werkgewersorganisasie op die datum waarop hierdie Ooreenkoms in werking tree of wat nie binne 'n tydperk van 90 dae na sodanige datum of na die datum van indiensneming van die betrokke werknemer waar sodanige indiensneming na die datum van inwerkingtrede van hierdie Ooreenkoms geskied, lid van die werkgewersorganisasie word nie.

(2) Hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie: Met dien verstande dat as 'n immigrant te enige tyd na die eerste 90 dae van sy diensaanvaarding in die Nywerheid 'n uitnodiging van die vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

(3) Bewys dat 'n werknemer lid van die vakvereniging is, bestaan uit die voorlegging van 'n geldige lidmaatskapkaart wat uitgereik is deur die South African Electrical Workers' Association, en sodanige kaart moet op versoek deur die werknemer getoon word.

(4) Ondanks subklousules (1) en (2) is hierdie klousule van toepassing slegs op 'n Elkon, ambagsman en 'n EIW.

37. KENNISGEWINGBORDE

(1) Elke werkgever en alle werkgevers wat in vennootskap werk, moet waar hy of hulle ook al elektrotegniese aannemingswerk uitvoer, op 'n opvallende plek wat vir die publiek toeganklik is 'n kennisgewingbord vertoon wat minstens 75 cm by 50 cm groot of deur die Raad goedgekeur is, en sodanige kennisgewingbord moet die besigheidsnaam en besigheidsadres van sodanige werkgever of vennootskap meld.

(2) Hierdie klousule is slegs van toepassing op kontrakte wat 10 agtereenvolgende dae en langer duur.

(3) Die naam van die werkgewersorganisasie waarvan die werkgever lid is, moet ook getoon word op die kennisgewingbord in subklousule (1) bedoel.

38. VRYSTELLINGS

(1) Die Raad kan om 'n afdoende rede aan 'n persoon of persone skriftelik vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van elkeen 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 na goeddunke, na skriftelike kennisgewing aan die betrokke persoon of persone, 'n vrystellingsertifikaat kan intrek.

(5) For the purposes of this clause, "skilled employee" shall mean an Elcon, artisan, DAM or an apprentice in his final year.

32. ADMINISTRATION OF AGREEMENT

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

33. EXHIBITION OF NOTICES

(1) Every employer shall affix and keep affixed in his establishment, in a place readily available, a legible copy of this Agreement in both official languages.

(2) Every employer shall display in his establishment, in a place readily accessible to his employees, a notice stating the starting and finishing time of work.

34. AGENTS

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

(a) enter any premises or place in which the Electrical Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons as he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises.

35. TRADE UNION ORGANISERS

Officials of the trade union shall, in the ordinary course of their duties and with the prior permission of the employer or his authorised representative, have access to working sites and workshops during working hours, but shall not be allowed to interfere with the continued performance of work by any employee: Provided that such access shall be for the purpose of dealing with any matter falling within the scope of the Labour Relations Act, 1956.

36. ENGAGEMENT OF TRADE UNION LABOUR

(1) No employer who is a member of the employer's organisation shall continue to employ an employee who, while being eligible for membership of the trade union, is not a member of the trade union as at the date of coming into operation of this Agreement or who does not become a member of the trade union within a period of 90 days from such date or from the date of entering into employment where the entering into employment takes place after the date of coming into operation of this Agreement; and no member of the trade union may continue his employment with an employer who is not a member of the employer's organisation as at the date of coming into operation of this Agreement or who does not within a period of 90 days after such date or after the date of employment of the employee concerned where the employment takes place after the date of coming into operation of this Agreement, become a member of the employer's organisation.

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first 90 days of commencement of his employment in the Industry refused any invitation from the trade union to become a member of it, the provisions of this clause shall immediately come into operation.

(3) Proof that an employee is a member of the trade union shall be the production of a current membership card issued by the South African Electrical Workers' Association, which shall be produced by the employee on demand.

(4) Notwithstanding the provisions of subclauses (1) and (2) the provisions of this clause shall only apply to an Elcon, artisan and an EIO.

37. NOTICE-BOARDS

(1) Every employer and all employers working in partnership shall, wherever electrical contracting operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice-board of size not less than 75 cm by 50 cm or a notice-board approved by the Council, showing the business name and address of such employer or partnership.

(2) This clause shall only apply to contracts of 10 consecutive days' duration and over.

(3) The name of the employers' organisation of which the employer is a member shall also be shown on the notice-board referred to in subclause (1).

38. EXEMPTIONS

(1) The Council may, in writing, grant exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(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) 'n Vrystellingsertifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elkeen 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 teweeggebring deur 'n vrystellingsertifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

39. ALGEMEEN

Geen werkgewer of werknemer mag afsien van die bepalings van hierdie Ooreenkoms nie, ongeag 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 'n ander bepaling.

DEEL II

1. TOELAES

(1) *Reis- en verblyftoelaes.*—(a) Wanneer 'n werkteerterrein geleë is buite 'n straal van 15 km vanaf die werkgewer se eie besigheidsplek, waar die werknemer hom gewoonlik moet aanmeld, maar binne '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 werkteerterreine 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 te betaal teen tariewe wat van tyd tot tyd deur die Raad vasgestel word. Die Raad moet die tariewe in Januarie van elke jaar vasstel 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 vervoertoelaes soos in paragraaf (b) bepaal, op dieselfde tydstop 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 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 gedurende die gewone werkure moet daar betaal word teen die uurloon van die betrokke werknemer. Wanneer 'n bed en gewone maaltye op hooflyntreine nodig is, moet dit deur die werkgewer betaal word.

(ii) Waar 'n werknemer 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 verblyftoelaes betaal word vir elke dag wat sy werkgewer vereis dat hy weg van sy gewone woonplek moet bly. Die verblyftoelaes vir werknemers wie se werk in hierdie Ooreenkoms voorgeskryf word, moet soos volg wees:

	Per nag
	R
Elkon, ambagsman, WHT of kwekeling.....	15,00
EIW, arbeiders	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 vereis om 'n verblyftoelaes te betaal nie, maar die gehalte van die etes wat verskaf word, moet gelykstaande wees met die verblyftoelaes wat hy ingevolge hierdie subklousule sou betaal het.

2. UITGAWES VAN DIE RAAD

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

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

(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.

39. 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, 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 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 for employees whose work is scheduled in this Agreement shall be as follows:

	Per night
	R
Elkon, artisan DAM or trainee	15,00
EIO, labourers	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. 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
Loongroep of werknemersklas	Werknemers-bydrae	Werkgewers-bydrae
	Sent per week	Sent per week
Elkon	36	36
Ambagsman en WHT	36	36
EIW	24	24
Drywer	24	24
Arbeider	14	14

(2) Die bedrae wat in kolom B van die tabel aangedui word, moet deur die werkgewers 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 (kolom B) en hy moet die totale bedrag, tesame met 'n dekkende verklaring, stuur aan—

Die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid, Oos-Londen, Posbus 7379, Oos-Londen, 5200.

(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 of nie, moet elke werkgever voor of op die sewende dag van elke maand die 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 voor die datum van inwerkingtreding van hierdie Ooreenkoms '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; behalwe dat as sodanige arbeider die werk van 'n drywer van 'n motorvoertuig vir langer 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 verdienste 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 is, die appèl handhaaf of na goedgee 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 uitgewaarde 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 van lone en verdienste te verhaal: Met dien verstande dat 'n werknemer wat hom veronreg ag 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.

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	560
Ambagsman en WHT	470
EIW	336
KEIW	252

A	B	C
Wage group or classes of employee	Employee's contribution	Employer's contribution
	Cents per week	Cents per week
Elkon	36	36
Artisan and DAM	36	36
EIO	24	24
Driver	24	24
Labourer	14	14

(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 (column B), 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 Electrical Industry, East London, P.O. Box 7379, East London, 5200.

(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 sum as to make a total of R5 in each month.

(5) Regardless of whether any amount is payable to the Council in terms of this clause, every employer shall, by not later than the 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 repaid 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. 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	560
Artisan and DAM	470
EIO	336
EIOI	252

	Per uur c
Drywer van 'n voertuig waarvan die onbelaste massa—	
(a) hoogstens 3 500 kg is.....	179
(b) van 3 501 kg tot 9 000 kg is.....	212
(c) 9 001 kg en meer is.....	246
Arbeider.....	134

4bis. GEWAARBORGDE MINIMUM VERHOOGINGS EN VERGOEDING

(1) Elke werknemer vir wie daar lone in hierdie Ooreenkoms voorgeskryf word en wat op 27 Augustus 1984 in diens is by 'n werkgever in die Nywerheid moet, terwyl hy in diens van dieselfde werkgever is en ongeag of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir hom in hierdie Ooreenkoms gespesifiseer word, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus, as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag:

	Bedrag per uur Sente
Elkon.....	56
Ambagsman en WHT.....	47
EIW.....	34
KEIW.....	25
Drywer:	
(a) hoogstens 3 500 kg.....	18
(b) van 3 501 tot 9 000 kg.....	21
(c) 9 001 kg en meer.....	24
Arbeider.....	13

(2) Die addisionele bedrag ingevolge hierdie klousule betaalbaar aan 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, kan verminder word met die bedrag van enige verhoging wat op of na 1 Januarie 1984 aan sodanige werknemer toegestaan is.

5. VERLOFBONUS

(1) Aan elke werknemer moet, wanneer hy vir verlof ingevolge klousule 9 van Deel I kwalifiseer, 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, ambagsman en WHT.....	3 weke
EIW.....	2 weke
Drywer in klousule 4 (5) (a) bedoel.....	2 weke
Drywer in klousule 4 (5) (b) bedoel.....	2 weke
Drywer in klousule 4 (5) (c) bedoel.....	2 weke
Arbeider.....	1 week
Vakleerling in sy derde en vierde jaar.....	2 weke

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

(ii) 'n Werknemer is geregtig op 'n prorata-verlofbonus vir die kwalifiserende tydperk onderskeidelik voor en na die datum van inwerkingtreding van hierdie Ooreenkoms. Vir die kwalifiserende tydperk voor die datum van inwerkingtreding van hierdie Ooreenkoms, moet die verlofbonus gebaseer word op die verlofbonus van toepassing voor sodanige datum en moet dit bereken word volgens die formule in subklousule (3) (a) bedoel. Vir die kwalifiserende tydperk na die datum van inwerkingtreding van hierdie Ooreenkoms, moet die verlofbonus gebaseer word op die verlofbonus in hierdie klousule voorgeskryf en moet dit bereken word volgens die formule in subklousule (3) (a) bedoel.

(b) 'n Werknemer wie se kategorie gedurende 'n verlofsiklus na die van '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 Elkon, ambagsman, WHT of EIW beëindig word voor voltooiing van 235 voltooië 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:

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

(b) Waar die diens van 'n Elkon, ambagsman, WHT of EIW beëindig word na voltooiing van 235 voltooië 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) ten opsigte van die verlof tydperk wat opgehoop 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 dienstydpark 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.

	Per hour c
Driver of a vehicle, the unladen mass of which is—	
(a) up to 3 500 kg.....	179
(b) from 3 501 kg to 9 000 kg.....	212
(c) 9 001 kg and over.....	246
Labourer.....	134

4bis. GUARANTEED MINIMUM INCREASES AND OFFSET

(1) Every employee for whom wages are prescribed in this Agreement and who on 27 August 1984 is employed by an employer in the Industry shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate prescribed for him in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal minimum increase, an additional amount as follows:

	Amount per hour Cents
Elkon.....	56
Artisan and DAM.....	47
EIO.....	34
EIOT.....	25
Driver:	
(a) up to 3 500 kg.....	18
(b) from 3 501 kg to 9 000 kg.....	21
(c) 9 001 kg and over.....	24
Labourer.....	13

(2) The additional amount payable in terms of this clause to an employee for whom wages are prescribed in this Agreement may be reduced by the amount of any increase or increases granted to such employee on or subsequent to 1 January 1984.

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, artisan and DAM.....	3 weeks
EIO.....	2 weeks
Driver referred to in clause 4 (5) (a).....	2 weeks
Driver referred to in clause 4 (5) (b).....	2 weeks
Driver referred to in clause 4 (5) (c).....	2 weeks
Labourer.....	1 week
Apprentice, during his third and fourth years.....	2 weeks

(2) (a) (i) 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).

(ii) An employee shall be entitled to a *pro rata* leave bonus for the qualifying period prior to and after the date of coming into operation of this Agreement respectively. For the qualifying period prior to the date of coming into operation of this Agreement, the leave bonus shall be based on the leave bonus applicable prior to such date and calculated in accordance with the formula referred to in subclause (3) (a). For the qualifying period after the date of coming into operation of this Agreement, the leave bonus shall be based on the leave bonus prescribed in this clause and calculated in accordance with the formula referred to in subclause (3) (a).

(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 Elkon, artisan, DAM or EIO 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 Elkon, artisan, DAM or EIO 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) 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.

(4) (a) Waar die diens van 'n drywer of 'n arbeider beëindig word voor voltooiing van 235 voltooiende werkdade by 'n werkgewer, moet sodanige werkgewer hom 'n *pro rata*-bedrag ooreenkomstig onderstaande formule betaal:

$$\frac{\text{Getal voltooiende werkdade by werkgewer in huidige verlofsiklus}}{235} \times \text{verlofbonus van toepassing op sodanige werknemer}$$

(b) Waar die diens van 'n drywer of 'n arbeider beëindig word na voltooiing van 235 voltooiende werkdade by 'n werkgewer, maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgewer—

(i) die bedrag aan hom verskuldig ingevolge subklousule (1) hiervan ten opsigte van die verlofbonus wat opgeloopt 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) ten opsigte van die dienstdaagperk voltooi na die datum waarop hy ingevolge klousule 9 van Deel I op verlof geregtig geword het, aan hom betaal.

(5) (a) Ondanks subklousule (3) of (4), 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 werkdade by dieselfde werkgewer voltooi het.

(b) 'n Werknemer wie se diens beëindig word en wat hom veronreg ag oor die toepassing op hom van paragraaf (a), 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 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 werkgewer begin werk sonder dat hy in die tussentyd by 'n ander werkgewer gewerk het, hy vir die doel van die verlofbonus krediet moet kry vir alle skofte by sodanige werkgewer gewerk;

(ii) wanneer, in die geval van werknemers op omdraaiwerk, die werknemer self sy diens beëindig, 'n dienstdaagperk van minder as 60 skofte by dieselfde werkgewer nie vir verlofbonus tel nie, maar indien die diens deur die werkgewer 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 werkgewer 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 tydperk van afwesigheid wat vir verlofbonusdoeleindes tel, is die tydperk van ongeskiktheid wat deur genoemde Wet aanvaar word.

Soos gemagtig, vir en namens die partye by die Raad, op hede die 26ste dag van Maart 1984 te Oos-Londen onderteken.

F. A. SIEVWRIGHT, Voorsitter van die Raad.

S. C. P. HERBST, Ondervoorsitter van die Raad.

B. NICHOLSON, Sekretaris van die Raad.

(4) (a) Where the employment of a driver or a labourer is terminated before the completion of 235 completed working days with an employer, such employer shall pay him a *pro rata* amount 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 a driver or a labourer 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 amount due in terms of subclause (1) hereof in respect of the leave bonus which has accrued but was not granted before the date of termination of his employment; and

(ii) pay him an amount calculated in accordance with the formula in paragraph (a) 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.

(5) (a) Notwithstanding the provisions of subclause (3) or (4) 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.

(b) An employee whose employment is terminated and who is aggrieved by the application to him of the provisions of paragraph (a) 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) 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 East London as authorised, for and on behalf of the parties to the Council, this 26th day of March 1984.

F. A. SIEVWRIGHT, Chairman of the Council.

S. C. P. HERBST, Vice-Chairman of the Council.

B. NICHOLSON, Secretary of the Council.

INHOUD

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