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All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 855.]

[24 April 1953.]

INDUSTRIAL CONCILIATION ACT, 1937.

ELECTRICAL CONTRACTING INDUSTRY.— TRANSVAAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 2, 18, 19 and 20 (3) of the said Agreement, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the area within a radius of 20 miles from the General Post Office, Pretoria, falling within the Magisterial District of Pretoria, the area within a radius of 20 miles from the General Post Office, Vereeniging, falling within the Magisterial District of Vereeniging, the area within a radius of 30 miles from the General Post Office, Krugersdorp, falling within the Magisterial District of Krugersdorp, the area within a radius of 10 miles from the General Post Office, Klerksdorp, falling within the Magisterial District of Klerksdorp, and the Magisterial Districts of Johannesburg, Brakpan, Boksburg, Germiston, Springs and Benoni; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the area within a radius of 20 miles from the General Post Office, Pretoria, falling within the Magisterial District of Pretoria, the area within a radius of 20 miles from the General Post Office, Vereeniging, falling within the Magisterial District of Vereeniging, the area within a radius of 30 miles from the General Post Office, Krugersdorp, falling within the magisterial District of Krugersdorp, the area within a radius of 10 miles from the General Post Office, Klerksdorp, falling within the Magisterial District of

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 855.]

[24 April 1953.]

NYWERHEID-VERSOENINGSWET, 1937.

ELEKTROTEGNIËSE AANNEMINGSNYWERHEID, TRANSVAAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Elektrotegniese Aannemingsnywerheid, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die werkgewers-organisatie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasie of vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde ooreenkoms, uitgesonderd klousules 2, 18, 19 en 20 (3) van genoemde Ooreenkoms, van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die gebied binne 'n omtrek van 20 myl van die hoofposkantoor, Pretoria, wat in die magistraatsdistrik Pretoria val, die gebied binne 'n omtrek van 20 myl van die hoofposkantoor, Vereeniging, wat binne die magistraatsdistrik Vereeniging val, die gebied binne 'n omtrek van 30 myl van die hoofposkantoor, Krugersdorp, wat binne die magistraatsdistrik Krugersdorp val, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor, Klerksdorp, wat binne die magistraatsdistrik Klerksdorp val, en die magistraatsdistrikte Johannesburg, Brakpan, Boksburg, Germiston, Springs en Benoni; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in genoemde Ooreenkoms, uitgesonderd klousules 2, 18, 19, 20 en 24 van genoemde Ooreenkoms van die tweede Maandag na die bekendmaking van hierdie kennisgewing en vir die tydperk wat twee jaar na genoemde tweede Maandag eindig, in die gebied binne 'n omtrek van 20 myl van die hoofposkantoor, Pretoria, wat in die magistraatsdistrik Pretoria val, die gebied binne 'n omtrek van 20 myl van die hoofposkantoor, Vereeniging, wat binne die magistraatsdistrik Vereeniging val, die

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Klerksdorp, and the Magisterial Districts of Johannesburg, Brakpan, Boksburg, Germiston, Springs and Benoni and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in the said Agreement, excluding clauses 2, 18, 19, 20 and 24 of the said Agreement, shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression "employee" contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING INDUSTRY (TRANSVAAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into between—

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 "trade union"), of the other part,

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

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed by all employers and employees in the Transvaal area, as defined in clause 3 in the Electrical Contracting Industry; provided that they shall—

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

(b) not apply to—

- (i) drivers of mechanical vehicles;
- (ii) learners or trainees in terms of—

- 1. Training of Artisans Act, 1951;
- 2. Proclamation No. 8 of 1946;

(iii) clerical employees and administrative staffs.

(2) Clauses 8, 9, 13, 14, 15 and 18 shall not apply to unskilled labourers.

2. PERIOD OF OPERATION.

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section forty-eight of the Industrial Conciliation Act, 1937, and shall remain in operation for a period of two years, or for such period as may be determined by the Minister.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment of such Act, further, unless inconsistent with the context:—

"Act" means the Industrial Conciliation Act, 1937, as amended;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, as amended;

"Industry" means the Electrical Contracting Industry;

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

"Council" means the Industrial Council for the Electrical Contracting Industry (Transvaal);

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

"public holiday" means Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day;

"suitable sleeping accommodation" means a waterproof shelter capable of being secure locked, with a wooden floor and the necessary washing accommodation, stretchers, mattress and lavatory accommodation;

gebied binne 'n omtrek van 30 myl van die hoofposkantoor, Krugersdorp, wat binne die magistraatsdistrik Krugersdorp val, die gebied binne 'n omtrek van 10 myl van die hoofposkantoor, Klerksdorp, wat binne die magistraatsdistrik Klerksdorp val, en die magistraatsdistrikte Johannesburg, Brakpan, Boksburg, Germiston, Springs en Benoni, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskriving van die uitdrukking „werknemer”, vervat in artikel een van die genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID (TRANSVAAL).

OOREENKOMS

ingevolge die Nywerheid-versoeningswet, 1937, gesluit deur die „Electrical Contractors' Association (South Africa)”,

(hierna „die werkgewers” of „die werkgewersorganisasie” genoem) aan die een kant en die

„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 Aannemingsnywerheid (Transvaal).

1. GEBIED EN TOEPASSING VAN OOREENKOMS.

(1) Hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers in die gebied Transvaal, soos in klousule 3 omskryf, in die Elektrotegniese Aannemingsnywerheid; met dien verstande dat dit—

(a) slegs op vakleerlinge van toepassing is vir sover dit nie strydig is met die Wet op Vakleerlinge, 1944, soos gewysig, of 'n kontrak of voorwaarde wat daarkragtens aangegaan is nie;

(b) nie op ondergenoemdes van toepassing is nie:—

(i) Bestuurders van maganiese voertuie;

(ii) leerlinge of kwekelinge kragtens—

- 1. Wet op Opleiding van Ambagsmanne, 1951;
- 2. Proklamasie No. 8 van 1946;

(iii) klerklike en administratiewe werknemers.

(2) Klousules 8, 9, 13, 14, 15 en 18 is nie op ongeskoolde arbeiders van toepassing nie.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, vasstel en bly van krag vir twee jaar of vir 'n tydperk wat hy bepaal.

3. WOORDBEPALINGS.

Uitdrukkings in hierdie Ooreenkoms wat in die Nywerheid-versoeningswet, 1937, omskryf word, het dieselfde betekenis as in dié wet, en verwysings na 'n wet sluit wysigings daarvan in verder, tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig;

„vakleerling”, 'n werknemer in diens kragtens 'n geskrewe leerkontrak wat geregistreer is of as geregistreer beskou word kragtens die Wet op Vakleerlinge, 1944, soos gewysig;

„nywerheid”, die elektrotegniese aannemingsnywerheid;

„elektrotegniese aannemingsnywerheid”, die gesamentlike onderneming waarin werkgewers en werknemers verbonde is vir die ontwerp, voorbereiding (buiten vervaardiging vir verkoop) en oprigting van elektriese installasie wat 'n integrale en permanente deel van geboue uitmaak en die herstel en/of onderhoud van sulke installasie met inbegrip van die kabellawerk en elektriese bedrading wat daarmee saamgaan, maar buiten die herstel en/of instandhouding en/of installasie van hysbakke en roltrappe in geboue;

„Raad”, die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid (Transvaal);

„toesluitplek”, 'n skuur, kamer, werkwinkel, fabriek of soortgelyke plek met vier mure en 'n dak, bestaande uit beton, steen, hout, yster of 'n samestelling daarvan wat stewig toegesluit kan word en wat te eniger tyd 'n veilige plek vir die toesluit van werknemers se gereedskap en klere uitmaak;

„openbare vakansiedag”, Goeie-Vrydag, Paasmaandag, Gelofte-dag, Kersdag en Nuwejaarsdag;

„geskikte slaapplek”, 'n waterdigte skuiling wat stewig gesluit kan word, met 'n houtvloer en die nodige wasgeriewe, kampbeddens, matras en sanitêre geriewe;

"Transvaal area" means the area within a radius of 20 miles from the General Post Office, Pretoria, falling within the magisterial district of Pretoria, the area within a radius of 20 miles from the General Post Office, Vereeniging, falling within the magisterial district of Vereeniging; the area within a radius of 30 miles from the General Post Office, Krugersdorp, falling within the magisterial district of Krugersdorp, the area within a radius of 10 miles from the General Post Office, Klerksdorp, falling within the magisterial district of Klerksdorp, and the magisterial districts of Johannesburg, Brakpan, Boksburg, Germiston, Springs and Benoni;

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

- (a) Loading or unloading materials;
- (b) chasing and cutting of walls and concrete floors for conduits, drilling concrete and brickwork;
- (c) threading of piping;
- (d) assisting artisans wherever necessary, but not to perform skilled work;

"wage" means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 10;

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

"working employer" or "partner" means any employer or any partner in a partnership who himself performs work similar to that carried out by employees in the Industry;

"working day" means any day other than Saturday, Sunday, Good Friday, Easter Monday, Day of the Covenant, Christmas Day, and New Year's Day;

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

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause—

	Per	Hour
	s.	d.
(a) Unskilled labourers.....	0	8½
(b) Employees in all other trades or occupations, excluding apprentices or a minor during the period in which he may be employed in terms of the Apprenticeship Act, 1944, as amended, without a contract.....	3	9

(2) *Shortage of Material.*—An employer shall pay to each of his employees, whom he has temporarily suspended from work owing to shortage of material, an amount equivalent to the wages and allowances which such employees would have received had he worked all the ordinary hours of work which occurred during such period of suspension.

(3) *Cost of Living Allowance.*—In addition to wages prescribed in this Agreement a cost of living allowance shall be paid to employees for whom wages are so prescribed, calculated on the ordinary hours of work exclusive of overtime and in accordance with the following scale—

(a) *Employees for whom Wages are prescribed in Sub-clause 1 (b) of this Clause:*—

- (i) The allowance shall be at the rate of 1s. 5½d. per hour which shall be adjusted upwards or downwards at the rate of ½d. per hour as each notch of 1·2 points is traversed by the retail price index figure.
- (ii) Any increase or decrease in the allowance in terms of this provision shall become effective on the first Friday after the publication of the census monthly press release statement reflecting the change in the index figure necessitating such increase or decrease.
- (iii) If the cost of living allowance payable in terms of paragraph (ii) drops to 3d. per hour or less, an amount of 3d. shall be added to the basic wage and if thereafter a cost of living allowance in excess of 3d. per hour becomes payable the amount thereof shall be reduced by 3d. per hour.
- (iv) For the purpose of this sub-clause—

"notch" means each completed stage of 1·2 points variation in the index figure upwards or downwards from 142·0 viz., upwards 143·2, 144·4, 145·6, etc., and downwards 140·8, 139·6, 138·4, etc., and

"retail price index figure" or "index figure" means the average between the figures for the Witwatersrand and Pretoria, relating to food, fuel, light, rent and sundries, as published by the Director of Census and Statistics in the census monthly press release statement in respect of each area compared with itself in 1938.

"gebied Transvaal", die gebied binne 'n straal van 20 myl van die Hoofposkantoor Pretoria wat binne die magistraatsdistrik Pretoria val; die gebied binne 20 myl van die Hoofposkantoor, Vereeniging, wat binne die magistraatsdistrik Vereeniging val; die gebied binne 30 myl van die Hoofposkantoor, Krugersdorp, en binne die magistraatsdistrik Krugersdorp; die gebied binne 10 myl van die Hoofposkantoor, Klerksdorp, en binne die magistraatsdistrik Klerksdorp, en die magistraatsdistrikte Johannesburg, Brakpan, Boksburg, Germiston, Springs en Benoni;

"ongeskoolde arbeider", 'n werknemer wat een of meer van die volgende werksaamhede verrig:—

- (a) Materiaal op- of aflaai;
- (b) groewe in mure en betonvloere kap en uitsny vir pype; beton en baksteen boor;
- (c) skroefdraad sny aan pype;
- (d) ambagsmanne help waar nodig, maar nie met die verrigting van geskoolde werk nie;

"loon", die deel van die besoldiging wat in kontant aan 'n werknemer betaalbaar is ten opsigte van die gewone werke wat in klousule 10 voorgeskryf word;

"natweerskuiling", 'n skuiling van reëndigte materiaal wat die persone daarbinne in alle omstandighede droog en gemaklik hou;

"werkende werkgever" of "vennoot", 'n werkgever of vennoot wat self werk doen soos dié wat deur werknemers in die nywerheid gedoen word;

"werkdag", 'n dag buiten Saterdag, Sondag, Goede-Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag;

"noodsaaklike onderhoudsdienste", werk wat in die elektrotegniese nywerheid gedoen moet word om die gerief, gesondheid en veiligheid van die publiek of die voortsetting van 'n ander besigheid, nywerheid of onderneming te verseker, met inbegrip van die nodige dienste om onklaarings in bestaande elektriese dienste te herstel.

4. LONE.

(1) Laer lone as die volgende, saam met dié res van hierdie klousule gelees, mag deur geen werkgever betaal en deur geen werknemer aangeneem word nie:—

	Per	uur.
	s.	d.
(a) Ongeskoolde arbeiders.....	0	8½
(b) Werknemers in alle ander ambagte, buiten vakleerlinge of 'n minderjarige in die tydperk wanneer hy kragtens die Wet op Vakleerlinge sonder kontrak in diens mag wees.....	3	9

(2) *Tekort aan materiaal.*—'n Werkgever moet elke werknemer wat hy weens 'n tekort aan materiaal tydelik van sy pligte onthef het, die lone en toelaes betaal wat hy sou ontvang het as hy al die gewone werke gedurende die tydperk van die tekort gewerk het.

(3) *Lewenskostoelae.*—Benewens die lone in hierdie Ooreenkoms moet aan die werknemers vir wie lone voorgeskryf word, 'n lewenskostoelae betaal word wat volgens onderstaande skaal bereken word op die gewone werke buiten oortyd:—

(a) *Werknemers vir wie lone in subklousule 1 (b) van hierdie klousule voorgeskryf word:*—

- (i) Dié toelaetarief is 1s. 5½d. per uur wat boontoe of ondertoe aangepas moet word teen ½d. per uur vir elke kerf van 1·2 punte waarmee die kleinhandelprysindekssyfer styg of daal.
- (ii) 'n Toename of afname in die toelaes kragtens hierdie bepaling word van krag op die eerste Vrydag na die verskyning van die maandelikse sensusverspreklaring wat die verandering aangee waardeur die toename of afname genoodsaak word.
- (iii) As die lewenskostoelae kragtens paragraaf (ii) na 3d. per uur of minder daal, moet 3d. by die basiese loon gevoeg word, en as 'n lewenskostoelae van meer as 3d. per uur daarna betaalbaar word, moet 3d. per uur daarvan afgetrek word.

(iv) Vir die toepassing van hierdie subklousule beteken—

"kerf", 'n voltwoide 1·2 punte verandering boontoe of ondertoe in die indekssyfer van 142·0 af, nl. boontoe 143·2, 144·4, 145·6, ens., en ondertoe 140·8, 139·6, 138·4, ens., en

"kleinhandelprysindekssyfer" of "indekssyfer" die gemiddelde van die syfers vir die Witwatersrand en Pretoria ten opsigte van kos, brandstof, ligte, huur en diverse soos deur die Direkteur van Sensus en Statistiek in sy maandelikse penverklaring aangegee, ten opsigte van elke gebied in vergelyking met homself in 1938.

(b) *Unskilled Labourers*.—The allowance shall be at the rate of 3½d. per hour, which shall be adjusted upwards or downwards at the rate of ½d. per hour, for each complete three points by which the mean of the retail price index numbers for the Witwatersrand and Pretoria areas relating to food, fuel, light, rent and sundries in respect of each area compared with itself in 1938, as published from time to time by the Director of Census and Statistics in the Monthly Bulletin of Statistics exceeds or falls below 142, as the case may be. Any increase or decrease in terms of this provision shall become effective on the first Friday after publication of the census press release statement as provided in sub-clause (3) (a) (ii) hereof.

(4) *Licence Allowance*.—Subject to the provisions of clause 14, in addition to wages and other allowances prescribed in this Agreement, an allowance of 3d. per hour worked, including overtime and hours worked on a Saturday, Sunday or Public Holiday referred to in clause 10, shall be paid by an employer to each employee employed by him who is the holder of an electrical wiremen's licence in terms of the Electrical Wiremen and Contractors' Act, 1939.

(5) The cost of living allowance due to an employee in terms of sub-clause (3) shall include any allowance payable to such employee under War Measure No. 43 of 1942, as amended, or as may be amended, and where the cost of living allowance payable under the War Measure is higher than that due in terms of sub-clause 3, the War Measure allowance shall be paid.

5. PIECEWORK.

(1) The giving out by employers or the performance by employees of work on a piecework basis is prohibited. For the purpose of this clause "piecework" 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 sub-clause (1) of this clause, it shall be permissible, by mutual Agreement between any individual employer and his employees, 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 clauses 4, 13 and 15 of this Agreement (Wages and Allowances), and 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.

6. LABOUR ONLY CONTRACT.

No employer shall give out work on a labour only contract basis. No employee shall perform work on such a basis.

7. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME.

(1) Wages, earnings for overtime, allowances and all other remunerations due shall be paid in cash weekly not later than 4.45 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee.

When a Friday is a holiday in the Electrical Contracting Industry, payment shall be made on the Thursday proceeding.

(2) Wages, earnings for overtime, allowances and all other remuneration shall be handed to the employees for whom wages are prescribed in clause 4 (1) (b) in sealed envelopes, endorsed with the name and address of the employer, the name of the employee, and a statement of the hours worked, overtime, authorised deductions, and the amount enclosed. The envelope shall be endorsed as follows:—

Employee's name _____ Week ending _____

Name and Address
of Employer:

Wage.....hours at _____
C.O.L.A.....hours at _____
Licence Allowance.....hours at _____
Holiday.....hours at _____
Overtime.....hours at _____
Walking Time.....half miles at _____
Country Allowance.....days at _____

TOTAL.....£ _____

Less Deductions:—

Unemployment Insurance Fund.....
Holiday Fund.....
Licence Allowance.....
Benefit Fund.....
Industrial Council Levy.....

AMOUNT ENCLOSED: CASH. £ _____

Holiday Voucher.....enclosed.

(3) Subject to the provisions of this Agreement or any other Agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the following:—

- any amount which an employer by any law or any order of any competent court is required or permitted to make;
- with the written consent of the employee, deductions for sick benefit, insurance, pension funds or to a trade union, party to this Agreement.

(b) *Ongeskoolde arbeiders*.—Hulle toelae is 3½d. per uur wat boontoe of ondertoe aangepas word teen ½d. per uur vir elke volle drie punte waarmee die gemiddelde van die prysindeksyfers vir die Witwatersrand en Pretoria ten opsigte van kos, brandstof, lig, huur en diverse vir elke gebied in vergelyking met homself in 1938, soos van tyd tot tyd deur die Direkteur van Sensus en Statistiek in sy maandelikse bullentin aangegee, onder 142 val of daarbo styg, na gelang van die geval. 'n Toename of afname kragtens hierdie bepaling word van krag op die eerste Vrydag na verskyning van die sensusversklaring soos in subklousule (3) (a) (ii) hiervan bepaal.

(4) *Lisensietoelae*.—Behoudens klousule 14 moet 'n toelae van 3d. per uur gewerk, met inbegrip van oortyd en werk op 'n Saterdag, Sondag of openbare vakansiedag wat in klousule 10 genoem word, benewens die ander lone en toelaes in hierdie Ooreenkoms voorgeskryf, betaal word aan elke werknemer wat in besit is van 'n Elektrotegniese Draadwerkerslisensie kragtens die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939.

(5) Die lewenskostoelae ingevolge subklousule (3) sluit alle toelaes in wat 'n werknemer toekom ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig of soos dit gewysig mag word, en waar die toelae ingevolge die Oorlogsmaatreël hoër is as dié ingevolge subklousule 3, moet die toelae ingevolge die Oorlogsmaatreël betaal word.

5. STUKWERK.

(1) Stukwerk mag nie deur werkgewers uitgegee word of deur werknemers verrig word nie. Vir die toepassing van hierdie klousule beteken „stukwerk” 'n stelsel waarvolgens die minimum loon wat 'n werknemer toekom bloot volgens die hoeveelheid werk bereken word, afgesien van die tyd wat daaraan bestee is.

(2) Nieteenstaande subklousule (1) van hierdie klousule is dit by onderlinge ooreenkoms tussen 'n werkgewer en sy werknemers toelaatbaar om 'n aansporingstelsel in te voer; met dien verstande dat werknemers se besoldiging en ander geldelike voordele nie as gevolg van so 'n stelsel minder mag wees as wat in klousules 4, 13 en 15 van hierdie Ooreenkoms (Lone en Toelaes) voorgeskryf word nie; en met dien verstande verder dat die ander bepalinge van die Ooreenkoms in elke besonderheid nagekom word; met dien verstande verder dat vakleerlinge nie onder so 'n stelsel ingesluit mag word nie.

6. KONTRAK SLEGS VIR ARBEID.

Geen werkgewer mag werk op 'n kontrak slegs vir arbeid gee nie. Geen werknemer mag sulke werk verrig nie.

7. BETALING VAN LONE, OORTYD EN TOELAES.

(1) Lone, oortyd, toelaes en alle ander verskuldigde besoldiging moet weekliks voor 4.45 nm. op 'n Vrydag, of by diensbeëindiging as dit voor die werknemer se gewone betaaldag plaasvind, in kontant betaal word.

Wanneer 'n Vrydag 'n vakansiedag is in die elektrotegniese aannemingsnywerheid, moet betaling op die vorige Donderdag gedoen word.

(2) Lone, oortydverdienste, toelaes en alle ander besoldiging moet aan werknemers vir wie lone in klousule 4 (1) (b) voorgeskryf word, oorhandig word in verskeide koeferte waarop die naam en adres van die werkgewer, die naam van die werknemer en 'n staat van die ure gewerk, oortyd, geoorloofde aftrekkings en die ingeslote bedrag voorkom, soos volg:—

Naam van werknemer _____ Week geëindig _____

Naam en adres van werkgewer _____
Loon.....uur teen _____
Lkt.....uur te:n _____
Lisensietoelae.....uur teen _____
Verlof.....uur teen _____
Oortyd.....uur teen _____
Stptyd.....halfmyl teen _____
Plattelandtoelae.....dae teen _____

TOTAAL.....£ _____

Min aftrekkings:—

Werkloosheidsversekeringsfonds.....
Verloffonds.....
Lisensietoelae.....
Bystandfonds.....
Nywerheidsraadheffing.....

INGESLOTE BEDRAG: KONTANT.....£ _____

Verlofbewys.....ingeslote.

(3) Behoudens hierdie Ooreenkoms of 'n ander ooreenkoms tussen die partye, kan geen aftrekkings gemaak word van bedrae wat die werknemer ten opsigte van loon, oortydverdienste of enige ander besoldiging toekom nie, buiten die volgende:—

- 'n Aftrekking wat die werkgewer by wet of by bevel van 'n bevoegde hof verplig of toegelaat word om te maak;
- met die werknemer se geskrewe toestemming, aftrekkings vir siektebystand, versekerings- of pensioenfondse of vir 'n vakvereniging wat 'n party is by hierdie Ooreenkoms.

(4) Unskilled labourers shall be paid their wages and other remuneration in envelopes endorsed with the particulars of how the amount enclosed is made up and with the name and address of the employer.

8. WALKING TIME AND TRANSPORT.

(1) Whenever a job is situated within an area to which this Agreement relates, and not within a radius of three miles, but within a radius of eight miles from the principal post office of the town in which the head office of the employer is situated, the said employer shall pay to any employee who is working on such a job an allowance of 4d. for every half-mile or portion of half-mile of the distance beyond such three miles radius. The allowance shall be payable for both ways daily.

(2) An employer shall be entitled to provide suitable transport both ways in lieu of the foregoing or pay for transport in respect of the said distance, as described in sub-clause (1) of this clause.

(3) Any time occupied by an employee in proceeding to or from work, shall be outside the ordinary working hours as prescribed in clause 10.

(4) An employer shall pay any employee entitled to walking time and/or transport allowance same weekly.

9. COUNTRY JOBS.

The following transport allowances and/or allowances for sleeping accommodation, shall be paid by an employer to an employee sent by him to work away from his ordinary town or residence on a job situated within an area to which this Agreement applies, but beyond a radius of eight miles from the General Post Office of the town where the employer has his place of business prior to the commencement of the job:—

(1) Where the employee can reasonably be said to be able to and does return to his home every day, return second class railway or bus fare daily. Only time worked on the job shall be paid for.

(2) Where the employee can reasonably be said to be unable to return to his home daily—

(a) second class 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, as prescribed in clause 4, and half hourly rate of wages for time spent in travelling outside the ordinary working hours;

(b) suitable sleeping accommodation, in proximity to the place of work or an allowance of 12s. 6d. in respect of every night such employee spends away from home.

(3) Where an employee can reasonably be said to be able to proceed to his home at the week-end and return by the ordinary starting time on Monday, or Tuesday, if Monday is a holiday, he shall be entitled to second class railway return fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken; an employee shall not be entitled to any remuneration in respect of the time spent in travelling during such week-ends.

10. DAYS AND HOURS OF WORK.

(1) (i) Subject to the provisions of clause 11, no employer shall require or permit an employee for whom wages are prescribed in clause 4 (1) (b) to work—

(a) for more than 8 hours in any one day;

(b) for more than 5 days in any one week, Mondays to Fridays;

(c) on a Saturday, Sunday, Good Friday, Easter Monday, Day of the Covenant, Christmas Day, and New Year's Day;

(d) before 8 a.m. or after 5 p.m.;

(e) between 12 noon and 1 p.m. on any day from Monday to Friday, inclusive;

(f) for longer than 5 hours without a break of at least one hour.

(ii) Subject to the provisions of clause 11 no employer shall require or permit an unskilled labourer to work—

(a) for more than 8 hours, 48 minutes in any one day;

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

(c) on a Saturday, Sunday, Good Friday, Easter Monday, Day of the Covenant, Christmas Day, and New Year's Day.

(2) All working employers and partners shall observe the provisions of sub-clause (1) (i).

(3) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the Electrical Contracting Industry, and whether for remuneration or not, outside of the ordinary hours of work or working days prescribed in sub-clause (1), save that such employee may work for himself only.

(4) Ongeskoolde arbeiders moet hulle loon en ander besol-diging ontvang in koeverte waarop besonderhede van die inge-slote bedrag en die naam en adres van die werkgewer voorkom.

8. STAPTYD EN VERVOER.

(1) Wanneer 'n werk geleë is binne 'n gebied waarop hierdie Ooreenkoms betrekking het en meer as drie maar minder as agt myl is van die hoofposkantoor van die dorp waarin die werk-gewer se hoofkantoor is, moet die werkgewer 'n werknemer op so 'n werk 'n toelae van 4d. betaal vir elke halfmyl of gedeelte van 'n halfmyl bō drie myl. Die toelae moet daaglik vir albei rigtings betaal word.

(2) 'n Werkgewer het die reg om in plaas van bogenoemde toelae te betaal, geskikte vervoer in albei rigtings te verskaf of daarvoor te betaal vir genoemde afstand soos in subklousule (1) van hierdie klousule omskryf.

(3) Tyd wat 'n werknemer gebruik om na en van sy werk te gaan, vorm nie deel van die gewone werkure soos in klousule 10 voorgeskryf nie.

(4) 'n Werkgewer moet verskuldigde stap- en of vervoertoeleas weekliks betaal.

9. PLATTELANDSE WERK.

Onderstaande vervoer- en/of slaapplektoelae moet vooruit-betaal word wanneer 'n werkgewer 'n werknemer uit sy gewone dorp of woonplek wegstuur na werk binne 'n gebied waarop hierdie Ooreenkoms van toepassing is maar meer as agt myl van die hoofposkantoor van die dorp waar die werkgewer se besigheidsplek is:—

(1) Wanneer die werknemer redelikerwys elke dag huis toe kan gaan en dit ook doen, tweedeklas-retoerspoorweg- of busgeld elke dag; slegs vir tyd wat gewerk word, word betaal;

(2) wanneer die werknemer nie redelikerwys elke dag huis toe kan gaan nie—

(a) tweedeklas-spoorweggeld na en van die werkplek aan die begin en einde van die werk; vir tyd wat gereis word gedurende gewone werkure word betaal teen die gewone uurloon van die betrokke werknemer, soos in klousule 4 voorgeskryf, en vir tyd wat gereis word buite die gewone werkure teen helfte van die uurloon;

(b) geskikte slaapplek naby die werkplek, of 'n toelae van 12s. 6d. vir elke nag wat die werknemer nie by sy tuiste slaap nie;

(3) wanneer die werknemer redelikerwys vir naweke huis toe kan gaan en betyds vir die werk terug kan wees op Maandag, of op Dinsdag as Maandag 'n vakansiedag is, tweedeklas-retoer-spoorweggeld vir naweke maar geen betaling in plaas van spoorweggeld as die reis nie onder-neem word nie; en 'n werknemer het geen reg op besol-diging vir tyd wat oor die naweek deur reis in beslag geneem word nie.

10. WERKDAE EN -URE.

(1) (i) Behoudens klousule 11 mag geen werkgewer 'n werk-nemer vir wie lone in klousule 4 (1) (b) voorgeskryf word, verplig of toelaat om—

(a) vir meer as 8 uur per dag;

(b) vir meer as 5 dae per week—van Maandag tot Vrydag;

(c) op 'n Saterdag, Sondag, Goeie-Vrydag, Paasmaandag, Gelofte-dag, Kersdag en Nuwejaarsdag;

(d) voor 8 vm. of na 5 nm.;

(e) tussen 12-uur middag en 1 nm. op enige dag van Maandag tot en met Vrydag;

(f) vir meer as 5 uur sonder 'n pouse van minstens 'n uur te werk nie.

(ii) Behoudens klousule 11 mag geen werkgewer 'n ongeskoolde arbeider verplig of toelaat om—

(a) vir meer as 8 uur 48 minute per dag;

(b) vir meer as vyf dae per week—Maandag tot Vrydag;

(c) op Saterdag, Sondag, Goeie-Vrydag, Paasmaandag, Gelofte-dag, Kersdag en Nuwejaarsdag te werk nie.

(2) Alle werkende werkgewers en vennote moet subklousule (1) (i) inag neem.

(3) Geen werknemer in die diens van 'n werkgewer mag buite die gewone werkure en werkdae wat in subklousule (1) voorge-skrif word, werk in die elektrotegniese aannemingsnywerheid onderneem of doen nie, of hy daarvoor betaal word of nie, buiten vir homself.

11. OVERTIME.

(1) An employee who is required to work any time outside the hours as prescribed in clause 10 of this Agreement shall be paid at the rate of—

- (a) one and a half times his ordinary hourly rate of wages or his normal hourly rate of wages plus an amount equal to the cost of living, holiday fund, and licence allowances where payable to him in terms of this Agreement in respect of one hour's work, whichever is the greater, for every hour or part of an hour for the first three hours after ordinary hours of work on any day from Monday to Friday, and thereafter double his ordinary hourly rate of wages for every hour or part of an hour so worked on such days;
- (b) one and a half times his ordinary hourly rate of wages, or his normal hourly rate of wages plus an amount equal to the cost of living, holiday fund and licence allowances, where payable in terms of this Agreement in respect of one hour's work, whichever is the greater for the first four hours worked on a Saturday morning prior to 12 noon, provided that where overtime was worked on the Friday previous, double the ordinary hourly rate of wages of an employee shall be paid in respect of such hours worked on a Saturday;
- (c) double his ordinary hourly rate of wages for any time worked on a Sunday, Saturday after 12 noon, or in excess of 4 hours before 12 noon, Good Friday, Easter Monday, Day of the Covenant, Christmas Day and New Year's Day.

(2) Notwithstanding the provisions of the preceding sub-clause (1), an employee may be required or permitted to work for four hours on Saturday before 12 noon on essential maintenance services at one and a half times his ordinary hourly rate of wages of his normal hourly rate of wages plus an amount equal to the cost of living, holiday fund and licence allowances, where payable in terms of this Agreement in respect of one hour's work, whichever is the greater.

(3) No employer shall permit an employee to work and no employee shall work more than 56 hours, inclusive of overtime, in any one week.

12. ANNUAL LEAVE.

(1) *Employees for whom Wages are Prescribed in Clause 4*

(1) (b):—

- (a) An employee shall be entitled to three consecutive weeks leave (fifteen working days), after each completed cycle of 49 weeks of employment, exclusive of overtime, whether worked for one or more employers;
- (b) the leave prescribed in this clause shall become due immediately after the conclusion of the 49th week of employment, and an employee shall be entitled to and shall take his leave, within a period of three months from due date, unless exemption is granted by the Council;
- (c) where a public holiday as defined in clause 3 falls within the period of annual leave granted to employees in terms of the preceding sub-clause, such employee shall be compensated in the discretion of the employer by—
 - (i) either a corresponding extension in the annual leave period as prescribed; or
 - (ii) by payment at the ordinary rate of wages in respect of such day or days, which shall be in addition to the payment in terms of clause 13.
- (d) No employee shall engage in employment, whether for remuneration or not, during the period of his holiday.

(2) *Unskilled Labourers.*—(a) An unskilled labourer shall be entitled to three weeks (fifteen working days) leave, payable at his ordinary rates of wages and allowances, after each completed cycle of 49 weeks of employment.

(b) The leave prescribed in this sub-clause shall become due immediately after completion of the 49th week of employment and an employee shall be entitled to and shall take his leave within a period of three months from due date unless exemption is granted by the Council.

(c) Where the employment of an unskilled labourer is terminated before the completion of 49 weeks of employment with an employer, such employer shall pay to him a pro rata amount in accordance with the following formula:—

$$\frac{\text{Number of completed weeks of employment in the present cycle}}{49} \times (15 \times \text{normal daily remuneration}).$$

(d) Where the employment of an unskilled labourer is terminated after the completion of 49 weeks of employment, but before the annual leave has been granted to him, his employer shall pay him—

- (i) the amount due in terms of sub-clause (2) (a) in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and
- (ii) an amount calculated in accordance with the formula in sub-clause (2) (c) in respect of the period of employment completed after the date on which he became entitled to leave in terms of sub-clause (2) (a).

11. OORTYD.

(1) 'n Werknemer wat buite die ure wat in klousule 10 van hierdie Ooreenkoms voorgeskryf word, moet werk, moet soos volg betaal word:—

- (a) Anderhalf maal sy gewone uurloon, of sy gewone uurloon plus die lewenskostetoelae, verloffonds- en lisensietoelae wat hom ingevolge hierdie Ooreenkoms toekom, watter ook al die grootste is, vir elke uur of gedeelte van 'n uur vir die eerste drie uur na gewone werkkure op Maandag tot Vrydag, en daarna dubbel sy gewone uurloon vir elke uur of gedeelte van 'n uur op sulke dae;
- (b) anderhalf maal sy gewone uurloon, of sy gewone uurloon plus die lewenskostetoelae, verloffonds- en lisensietoelae wat ingevolge hierdie Ooreenkoms betaalbaar is vir 'n uur se werk, watter ook al die grootste is, vir die eerste vier uur wat voor 12-uur middag op 'n Saterdagmore gewerk word; met dien verstande dat, waar daar op die vorige Vrydag oortyd gewerk is, dubbel die gewone uurloon betaal moet word ten opsigte van hierdie ure op 'n Saterdag;
- (c) dubbel sy gewone uurloon vir alle tyd op 'n Sondag, Saterdag na 12-uur middag, of meer as 4-uur voor 12-uur middag Goëie-Vrydag, Paasmaandag, Geloftedag, Kersdag en Nuwejaarsdag.

(2) Nieteenstaande subklousule (1) kan 'n werkgewer verplig of toegelaat word om vir meer as 4 uur voor 12-uur middag op Saterdag noodsaaklike onderhoudswerk te doen teen anderhalf maal sy gewone uurloon of sy gewone uurloon plus die lewenskostetoelae, verloffonds- en lisensietoelae wat ingevolge hierdie Ooreenkoms betaalbaar is, watter ook al die grootste is, per uur gewerk.

(3) Geen werknemer mag meer as 56 uur per week, met inbegrip van oortyd, werk nie, en geen werkgewer mag hom toelaat om dit te doen nie.

12. JAARLIKSE VERLOF.

(1) *Werknemers vir wie lone in klousule 4 (1) (b) voorgeskryf word:*—

- (a) 'n Werknemer het reg op drie aaneenlopende weke verlof (15 werkdag) op elke voltooide kringloop van 49 weke diens, buiten oortyd, of hy vir een of meer werkgewers gewerk het of nie;
- (b) die verlof wat in hierdie klousule voorgeskryf word, word onmiddellik na voltooiing van die 49ste week diens verskuldig, en 'n werknemer moet sy verlof binne drie maande nadat dit verskuldig geword het, neem, tensy die Raad vrystelling verleen;
- (c) waar 'n openbare vakansiedag soos in klousule 3 omskryf, binne die jaarlikse verlof val wat ingevolge die vorige subklousule toegestaan moet word, moet die werknemer na goëddunke van die werkgewer vergoed word—
 - (i) of deur 'n ooreenstemmende verlenging van die jaarlikse verloftydperk soos voorgeskryf;
 - (ii) of deur die gewone loon ten opsigte van so 'n dag of dae te betaal benewens betaling ingevolge klousule 13;
- (d) geen werknemer mag gedurende sy verlof werk nie, of hy daarvoor betaal word of nie.

(2) *Ongeskoolde arbeiders.*—(a) 'n Ongeskoolde arbeider het reg op drie weke (15 werkdag) verlof, betaalbaar teen sy gewone loon- en toelae, na elke voltooide 49 weke diens.

(b) Die verlof wat in hierdie subklousule voorgeskryf word, word onmiddellik na voltooiing van die 49ste week diens verskuldig, en 'n werknemer moet sy verlof binne drie maande daarna neem tensy die Raad vrystelling verleen.

(c) Waar 'n ongeskoolde arbeider se diens voor voltooiing van 49 weke diens deur 'n werkgewer beëindig word, moet hy 'n pro rata bedrag volgens onderstaande formule betaal word:—

$$\frac{\text{Getal voltooide weke diens in huidige kringloop}}{49} \times (15 \times \text{gewone dagloon}).$$

(d) Waar 'n ongeskoolde arbeider se diens beëindig word na voltooiing van 49 weke diens maar voordat sy jaarlikse verlof toegestaan is, moet hy soos volg betaal word:—

- (i) Die verskuldigde bedrag ingevolge subklousule (2) (a) ten opsigte van die opgelope verlof; en
- (ii) 'n bedrag bereken volgens die formule in subklousule (2) (c) ten opsigte van die diensydperk nadat hy kragtens subklousule (2) (a) tot verlof geregtig geword het.

(3) For the purpose of this clause employment shall be deemed to commence from—

- (a) the date on which the employee entered the employer's service; or
 - (b) the 5th January, 1953,
- whichever is the later.

13. PAYMENT IN RESPECT OF ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) In addition to the remuneration prescribed in clause 4, an employee for whom wages are prescribed in clause 4 (1) (b), shall be entitled to the amount of 6d. in respect of each hour worked, which shall be reflected as a holiday fund allowance in the wage register.

(2) Subject to the provisions of clause 12 (1) (c), the allowance prescribed in sub-clause (1) hereof shall be deemed to be full payment in respect of annual leave and public holidays and subject to the provisions of clause 11, no employee shall be entitled to further compensation in respect of annual leave or public holidays.

(3) Subject to the provisions of clause 14, the amounts referred to in sub-clause (1) shall be paid in respect of each hour or part of an hour worked during each week of employment; provided that no payment shall be made in respect of overtime or hours worked on a Saturday, Sunday or public holiday.

14. DEDUCTIONS IN RESPECT OF HOLIDAY AND LICENCE ALLOWANCES.

(1) (a) An employer shall deduct weekly from the remuneration due to an employee an amount of—

- (i) £1. 10s. in the case of an employee entitled to a licence allowance, as prescribed in clause 4;
- (ii) £1 in the case of all other employees for whom wages are prescribed in clause 4 (1) (b) of this Agreement;

provided that where an employee is employed by two or more employers during the same week the deductions 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 deduction shall be made in respect of an employee who works less than 8 hours during any week from Monday to Friday (inclusive) for an employer.

(2) An employer shall, in respect of each employee employed by him, keep in a safe place a contribution book which he shall retain, and at the end of each week he shall affix therein a voucher cancelled with the name and address of the firm and by the signature of the employee concerned to the value of the amounts deducted by him in terms of sub-clause (1).

(3) The vouchers and contribution books referred to in sub-clause (2) shall be purchased by the employer from the Secretary of the Council and an adequate supply of such vouchers shall at all times be maintained by the employer provided that an employer shall be entitled to a refund from the Council of the value of any unused vouchers.

An employer shall pay an amount to be determined by the Council in respect of each contribution book purchased by him and shall be entitled to deduct the amount so paid by him from the wage of the employee concerned, notwithstanding the provisions of any other clause in this Agreement. Any funds derived from the scale of contribution books shall accrue to the General Funds of the Council.

(4) Upon termination at any time of an employee's service with him, an employer shall within three days of such event forward under registered cover the contribution book of the employee concerned to the Secretary of the Council, who will re-issue such book on application being made by the subsequent employer.

(5) When an employee becomes entitled to his annual leave as provided in clause 12, and evidenced by 49 weekly vouchers in his contribution book, the employer shall within three days of such event forward to the Council under registered cover the contribution book of the employee concerned, and the employee shall be entitled to apply to the Secretary of the Council for payment in respect of the vouchers referred to in this sub-clause within the period of seven days preceding the date on which he proceeds on leave.

(6) On the death of an employee the amount accruing to his credit to the date of his death shall be paid to a person to be nominated by the employee.

(7) Where an employee is unemployed for a period exceeding one week payments not exceeding an amount of three pounds in any one week may be made to him at the discretion of the Council from moneys contributed to the Council on his behalf in terms of this clause. Where such payment is made, stamps in the contribution book of the employee concerned to a value equal to such payment shall be cancelled by the Secretary of the Council.

(8) All moneys received from the sale of holiday vouchers 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 with a bank or building society. Any interest derived from such investments shall accrue to the general funds of the Council.

(9) Contribution books and vouchers issued to employees are not transferable and no moneys due in terms thereof to an employee shall be ceded or pledged.

(10) No holiday vouchers shall be issued to an employee otherwise than in accordance with this clause, and no employee shall be entitled to payment from the funds of any amount in excess of 49 weekly deductions in respect of any single year.

(3) Vir die toepassing van hierdie klousule word dit beskou dat diens begin van—

- (a) die datum waarop die werknemer by die werkgever in diens getree het; of
- (b) 5 Januarie 1953,

watter ook al die jongste is.

13. BETALING VIR JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Benewens die besoldiging wat in klousule 4 voorgeskryf word, is 'n werkgever vir wie lone in klousule 4 (1) (b) voorgeskryf word, geregtig tot 6d. per werkuur wat in die loonstaat moet voorkom as 'n verlofondstoelae.

(2) Behoudens klousule 12 (1) (c) moet die toelae wat in subklousule (1) hiervan voorgeskryf word, as volle betaling vir jaarlikse verlof en openbare vakansiedae beskou word, en behoudens klousule 11 het geen werknemer reg op verdere betaling vir jaarlikse verlof of openbare vakansiedae nie.

(3) Behoudens klousule 14 moet die bedrae in subklousule (1) vir elke werkuur of gedeelte van 'n werkuur in elke week diens betaal word; met dien verstande dat geen betaling gedoen word vir oortyd of werk op 'n Saterdag, Sondag of openbare vakansiedag nie.

14. AFTREKKINGS VIR VERLOF- EN LISENSIETOELAES.

(1) (a) 'n Werkgever moet die volgende bedrae van werknemers se weeklikse besoldiging aftrek:—

- (i) £1. 10s. in die geval van 'n werknemer wat reg het op 'n lisensietoelae soos in klousule 4 voorgeskryf;
- (ii) £1 in die geval van alle ander werknemers vir wie lone in klousule 4 (1) (b) van hierdie Ooreenkoms voorgeskryf word;

met dien verstande dat waar 'n werknemer in die loop van die week by twee of meer werkgevers in diens is, die aftrekkings vir die week gemaak moet word deur die eerste werkgever by wie hy gedurende die week vir minstens 8 uur in diens was.

(b) Geen aftrekking mag gemaak word ten opsigte van 'n werknemer wat gedurende 'n week van Maandag tot en met Vrydag minder as 8 uur vir 'n werkgever-werk nie.

(2) 'n Werkgever moet vir elke werknemer in 'n veilige plek 'n bydraeboek aanhou wat hy moet hou, en aan die einde van elke week moet hy 'n bewys daarin plak ter waarde van die bedrag wat hy ingevolge subklousule (1) afgetrek het en dit met die naam en adres van die firma en die handtekening van die betrokke werknemer roeier.

(3) Die bewyse en bydraeboeke in subklousule (2) genoem, moet deur die werkgever van die sekretaris van die Raad gekoop word, en hy moet te alle tye 'n voldoende voorraad bewyse hê; met dien verstande dat hy van die Raad terugbetaling kan kry van die waarde van ongebruikte bewyse.

'n Werkgever moet vir elke bydraeboek wat hy koop, 'n bedrag betaal wat die Raad vasstel en kan dié bedrag van die loon van die betrokke werknemer aftrek, wat ook al in 'n ander klousule van hierdie ooreenkoms voorkom. Wins van die verkoop van bydraeboeke behoort aan die algemene fonds van die Raad.

(4) By diensbeëindiging moet 'n werkgever die werknemer se bydraeboek binne drie dae per aangetekende pos stuur aan die sekretaris van die Raad, wat die boek by aansoek deur die volgende werkgever sal heruitreik.

(5) Wanneer 'n werknemer tot jaarlikse verlof kragtens klousule 12 geregtig word, en 49 weekbewyse in sy bydraeboek het, moet die werkgever die bydraeboek binne drie dae per aangetekende pos aan die Raad stuur; die werknemer kan dan by die sekretaris van die Raad aansoek doen om betaling ten opsigte van die bewyse binne die tydperk van sewe dae voor die datum waarop hy met verlof gaan.

(6) By die dood van 'n werknemer moet die bedrag wat hom op dié tydstop toekom, betaal word aan iemand wat hy benoem het.

(7) Wanneer 'n werknemer vir meer as 'n week werkloos is, kan hoogstens £3 per week na goeddunke van die Raad aan hom betaal word uit die geld wat kragtens hierdie klousule namens hom tot die Raad bygedra is. Wanneer so 'n betaling gedoen word, moet seëls tot die waarde in sy bydraeboek deur die sekretaris van die Raad geroeier word.

(8) Geld van die verkoop van verlofbewyse moet in 'n afsonderlike bankrekening gaan en die Raad moet dit van tyd tot tyd as 'n vaste deposito of opvraagbare rekening belê by 'n bank of bougenootskap. Rente van sulke beleggings behoort aan die algemene fondse van die Raad.

(9) Bydraeboeke en bewyse is nie oordraagbaar nie, en geld wat ten opsigte daarvan aan 'n werknemer verskuldig is, mag nie gesedeer of verpand word nie.

(10) Verlofbewyse mag slegs volgens hierdie klousule aan 'n werknemer uitgereik word, en geen werknemer kan in een jaar meer as die bedrag van 49 weeklikse aftrekkings uit die fonds betaal word nie.

(11) All moneys unclaimed within a period of two years from the date on which they become due may be transferred to the general funds of the Council, provided that the Council may authorise payment from the amounts which have accrued to its general funds claims submitted after such period of two years.

(12) An auditor or auditors, to be appointed by the Council, shall audit the accounts relating to the holiday moneys annually and shall not later than the 30th September in each year prepare a statement showing—

- (a) all moneys received; and
- (b) all the amounts paid out;

during the twelve months ended the 30th June preceding, together with a balance sheet showing the assets and liabilities as at that date. The audited statement and balance sheet, together with the auditors' report thereon shall lie for inspection at the Council's office.

True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall as soon as possible, but not later than the 30th September, be transmitted to the Secretary for Labour, Pretoria.

15. ADDITIONAL PAYMENT BY EMPLOYERS AND EMPLOYEES.

(1) In addition to other remunerations payable to employees for whom wages are prescribed in clause 4 (1) (b) of this Agreement, every employer in the Electrical Contracting Industry shall, subject to the provisions of sub-clause (8), pay to each of his employees at the same time as the employee's other remuneration is paid, an amount of 1d. per hour worked by the employee. The said payment shall be due on not more than 40 hours in any week.

(2) (a) Notwithstanding the provisions of any other clause in this agreement, an employer shall deduct weekly from each of his employees under this Agreement, an amount of $\frac{1}{4}$ d. in the manner prescribed in this clause, provided that where an employee is employed by two or more employers during the same week the deductions 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 deduction shall be made in respect of an employee who works less than eight hours during any week from Monday to Friday (inclusive) for an employer in the Industry.

(3) The said payments and deductions shall commence upon the coming into operation of this Agreement and shall be used for the establishment of a pension or like benefit fund. The fund shall be administered in accordance with rules approved by the Council. Such rules shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1937. A copy of the rules and of any amendment thereto shall be lodged with the Secretary for Labour within one month from the date of the Council's approval thereof.

(4) The employer shall, in respect of the amounts deducted in terms of this clause, affix in the contribution book referred to in clause 14 (2) of each of the employees concerned on each pay day, a voucher to the value of such deductions cancelled by him with the name and address of the firm, and by the signature of the employee concerned.

(5) The vouchers referred to in sub-clause (4) shall be obtained by the employer from the Council and an adequate supply thereof shall be maintained by the employer at all times provided that an employer may obtain a refund from the Council of the value of any unused vouchers.

(6) Any benefits accruing to an employee are not transferable and cannot be ceded or pledged.

(7) In the event of the dissolution of the Council or in the event of it ceasing to function, during the currency of this Agreement, the Minister may appoint a Committee consisting of an equal number of representatives of employers and employees to perform the functions of the Council in regard to the administration of the Fund. Any vacancies occurring on the Committee shall be filled by the Minister from amongst employers or employees, as the case may be. If the committee is unable or unwilling to discharge its duties, the Minister may appoint a trustee or trustees to carry out the duties of the Council.

Such committee or trustees shall have all the powers of the Council for the purpose of this clause.

(8) In the event of a pension or like fund not being established within a period of two years from the date of publication of this Agreement, all payments made in terms of sub-clause (1) shall be deemed to be contributions made by employers and all amounts held in trust in terms of this clause shall be refunded to the employers and employees who contributed to the fund and in that event all payments and deductions referred to in this clause shall cease as from that date. Any amounts which are so held by the Council and which are not claimed within a period of two years from the date on which they became refundable shall become forfeit and be transferred to the general funds of the Council, provided that the Council may at any time authorise the payment from its general funds of claims submitted after the said period of two years.

16. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct an amount of 1s. per week from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (b) of this Agreement, and in the same way an amount of 2d. per week from the earnings of each of his unskilled labourers, and to the amounts so deducted the employer shall contribute an equal amount and the said amounts shall be paid by the employer to the Council in accordance with the procedure in sub-clause (2) hereof.

(11) Geld wat twee jaar nadat dit verskuldig geword het, nog nie geëis is nie, kan na die algemene fondse van die Raad oorgedra word; met dien verstande dat die Raad uit hierdie bedrae betaling kan magtig vir eise wat na verloop van die twee jaar ingedien word.

(12) 'n Ouditeur of ouditeurs moet deur die Raad aangestel word om die verloffondsrekenings jaarliks te ouditeer, en moet voor of op 30 September elke jaar 'n opgawe opstel wat die volgende aantoon:—

- (a) Ontvange gelde; en
- (b) uitbetalings;

gedurende die 12 maande geëindig 30 Junie tevore, saam met 'n balansstaat wat die bates en laste op dié datum aangee. Die geouditeerde opgawe en balansstaat moet saam met die ouditeursverslag daaroor by die Raadkantoor ter insae lê.

Ware afskrifte van die geouditeerde opgawe en balansstaat, deur die voorsitter van die Raad medeonderteken, en van die ouditeursverslag daaroor, moet so gou moontlik, maar voor of op 30 September, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

15. VERDERE BETALING DEUR WERKGEWERS EN WERKNEMERS.

(1) Benewens ander besoldiging betaalbaar aan werknemers vir wie lone in klousule 4 (1) (b) van hierdie Ooreenkoms voorgeskryf word, moet elke werkgever in die elektrotegniese aannemingsnywerheid, behoudens subklousule (8), aan elke werknemer saam met sy ander besoldiging 1d. per werkuur betaal. Genoemde betaling is vir hoogstens 40 uur per week verskuldig.

(2) (a) Wat ook al in 'n ander klousule van hierdie Ooreenkoms voorkom, moet 'n werkgever elke week van elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is, 6s. 8d. aftrek soos in hierdie klousule voorgeskryf; met dien verstande dat waar 'n werknemer gedurende die week by twee of meer werkgevers in diens was die afrekkings gemaak moet word deur die eerste werkgever by wie hy in die loop van die week vir minstens 8 uur in diens was.

(b) Geen afrekkings mag gemaak word ten opsigte van 'n werknemer wat in 'n week van Maandag tot en met Vrydag vir minder as 8 uur by 'n werkgever in die nywerheid werk nie.

(3) Genoemde afrekkings en betalings neem 'n aanvang by inwerkingtrede van hierdie Ooreenkoms en moet gebruik word vir die instelling van 'n pensioen- of dergelike bystandfonds. Die fonds word beheer volgens reëls wat deur die Raad goedgekeur is en wat nie met hierdie Ooreenkoms of met die Nywerheids-versoeningswet, 1937, strydig is nie. 'n Kopie van die reëls en van wysigings daarvan moet binne 'n maand nadat die Raad dit goedgekeur het, by die Sekretaris van Arbeid ingedien word.

(4) Ten opsigte van die bedrae wat ingevolge hierdie klousule afgetrek word, moet die werkgever elke betaaldag in die bydraeboek [sien klousule 14 (2)] van elke betrokke werknemer 'n bewys ter waarde van die afrekkings plak en met die naam en adres van die firma en die handtekening van die betrokke werknemer roeier.

(5) Die werkgever moet die bewys in subklousule (4) van die Raad kry en te alle tye 'n voldoende voorraad daarvan aanhou; met dien verstande dat hy terugbetaling van die Raad kan kry van die waarde van ongebruikte bewyse.

(6) Geld wat 'n werknemer toekom is nie oordraagbaar nie en kan nie gesedeer of verpand word nie.

(7) Indien die Raad ontbind word of nie meer funksioneer nie, in die geldigheidsduur van hierdie Ooreenkoms, kan die Minister 'n komitee benoem, bestaande uit 'n gelyke getal werkgevers- en werknemersvertegenwoordigers, om die Raad se pligte met betrekking tot die administrasie van die fondse uit te voer. Vakatures op hierdie komitee moet deur die Minister aangevul word uit werkgevers of werknemers, na gelang van die geval. As die komitee hom nie van sy taak kan of wil kwyt nie, kan die Minister 'n kurator of kuratore benoem om die Raad se pligte uit te voer. So 'n komitee of kuratore het vir die toepassing van hierdie klousule al die Raad se bevoegdhede.

(8) Indien 'n pensioen- of dergelike fonds nie binne twee jaar na publikasie van hierdie Ooreenkoms gestig word nie, moet alle betalings ingevolge subklousule (1) as werkgeversbydraes beskou en alle bedrae wat ingevolge hierdie klousule in trust gehou word, terugbetaal word aan die werkgevers en werknemers wat tot die fonds bygedra het, en alle betalings en afrekkings ingevolge hierdie klousule word van dié datum af gestaak. Trustgelde wat nie binne twee jaar nadat hulle terugbetaalbaar word, geëis word nie, word verbeur en aan die algemene fondse van die Raad oorgedra; met dien verstande dat die Raad te enige tyd uit sy algemene fondse die betaling kan magtig van eise wat na verloop van die twee jaar ingedien word.

16. UITGAWES VAN DIE RAAD.

(1) Om die Raad se uitgawes te dek moet elke werkgever elke week 1s. aftrek van die besoldiging van elke werknemer vir wie lone in klousule 4 (1) (b) van hierdie Ooreenkoms voorgeskryf word, en 2d. van die loon van elke ongeskoolde arbeider; by die afgetrekte bedrag moet die werkgever 'n gelyke bedrag voeg en die totaal aan die Raad betaal soos in subklousule (2) hiervan voorgeskryf.

(2) All amounts payable in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed and their occupations shall be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month following that in respect of which the deductions were made, together with the particulars referred to in sub-clause (3) of this clause.

(3) Each employer shall, when forwarding his contributions to the Council, on a printed form supplied by the Council, submit a list showing the names and occupations of the employees employed by him, provided that the provisions of this sub-clause shall not apply to unskilled labourers.

17. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer in the Electrical Contracting Industry at the date on which this Agreement comes into operation shall, within three months, forward to the Secretary of the Council, the following particulars:—

- (i) Full name.
- (ii) Business address.
- (iii) Names of employees, other than unskilled labourers employed by him.
- (iv) The number of unskilled labourers employed by him.

(b) The particulars required under paragraph (2) of this sub-clause shall also be furnished by all employers entering the Electrical Contracting Industry after the date on which this Agreement comes into operation within one month of commencing operations.

(c) Where the employer is a partnership or company, information in accordance with sub-clause (1) (a) of this clause shall be furnished in respect of each partner, director, etc. The title under which the partnership or company is operating shall also be furnished.

(2) The Secretary of the Council shall maintain a register of all employers referred to in sub-clause (1) hereof.

(3) Every registered employer shall notify the Council in writing of any change in the particulars furnished on registration within a period of 30 days from the date on which such change takes place.

18. ENGAGEMENT OF EMPLOYEES.

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

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

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

19. 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 Contracting 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 or place and require such persons to answer the questions put;
- (c) require the production of, and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

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

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

20. NOTICE BOARD.

(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 a size not less than 2 feet by 1½ feet, or a notice board approved by the Council, showing the business name and business address of such employer or partnership.

(2) This clause shall only apply to jobs of seven 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 sub-clause (1).

(2) Bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, tesame met 'n opgawe van die getal werknemers in diens en hulle ambagte, moet voor of op die sewende dag van die maand na dié waarop die aftrekkings betrekking het, deur die werkgever aan die sekretaris van die Raad gestuur word saam met die besonderhede wat in subklousule (3) van hierdie klousule genoem word.

(3) Wanneer hy die bydraes aan die Raad stuur, moet die werkgever 'n lys van die name en ambagte van sy werknemers opstuur op 'n gedrukte vorm wat die Raad verskaf; met dien verstande dat hierdie subklousule nie vir ongeskoolde arbeiders geld nie.

17. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgever in die elektrotegniese aannemingsnywerheid moet by inwerkingtreding van hierdie Ooreenkoms binne 3 maande die volgende besonderhede aan die sekretaris van die Raad stuur:—

- (i) Volle naam;
- (ii) besigheidsadres;
- (iii) name van werknemers, buiten ongeskoolde arbeiders, in sy diens;
- (iv) getal ongeskoolde arbeiders in sy diens.

(b) Die besonderhede ingevolge paragraaf (2) van hierdie subklousule moet ook verstrek word deur alle werkgevers wat tot die elektrotegniese aannemingsnywerheid toetree na inwerkingtreding van hierdie Ooreenkoms binne 'n maand nadat hulle met besigheid begin het.

(c) Wanneer die werkgever 'n vennootskap of maatskappy is, moet inligting ingevolge subklousule (1) (a) van hierdie klousule verstrek word ten opsigte van elke vennoot, direkteur, ens. Die besigheidsnaam van die vennootskap of maatskappy moet ook verstrek word.

(2) Die sekretaris van die Raad moet 'n register hou van alle werkgevers wat in subklousule (1) hiervan genoem is.

(3) Elke geregistreerde werkgever moet die Raad skriftelik in kennis stel van veranderings in die besonderhede wat by registrasie verstrek is, binne 30 dae nadat die verandering plaasgevind het.

18. INDIËNSNEMING VAN WERKNEMERS.

(1) Lede van die vakvereniging kom ooreen om slegs by lede van die werkgeversorganisasie in diens te tree, en lede van die werkgeversorganisasie kom ooreen om slegs lede van die vakvereniging in diens te neem; met dien verstande dat hierdie bepaling nie van toepassing is wanneer lidmaatskap van 'n party by hierdie Ooreenkoms na die Raad se mening sonder goeie rede geweier is en die betrokke werkgever of werknemer die weiering binne 14 dae by die Raad aangemeld het nie.

(2) Hierdie klousule geld nie vir 'n immigrant gedurende die eerste jaar na sy aankoms in die Unie nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid werksaam is, 'n aanbod van lidmaatskap van die betrokke vakvereniging geweier het, hierdie klousule onmiddellik in werking tree.

(3) 'n Werknemer moet sy lidmaatskap van die vakvereniging bewys deur 'n geldige lidmaatskapkaart van die South African Electrical Workers' Association te toon, en hy moet dit doen as hy daarom gevra word.

19. AGENTE.

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

- (a) 'n perseel of plek waar die elektrotegniese aanemingsnywerheid uitgeoefen word, te enige tyd binne te gaan wanneer hy rede het om te meen dat enigeen daar in diens is;
- (b) enigeen wat hy daar aantref, of alleen of in die teenwoordigheid van enigiemand anders mondeling te ondervra oor sake wat hierdie Ooreenkoms raak, en sulke persone moet sy vrae beantwoord;
- (c) boeke, tydkaarte, registers en dokumente te voorskyn te laat haal, en hulle ondersoek en afskrifte te maak namate dit nodig mag wees ten einde seker te maak dat daar aan die vereistes van hierdie Ooreenkoms voldoen word.

(2) Wanneer hy persele binnegaan en ondersoek, kan die agent 'n tolk saamneem.

(3) Almal vir wie hierdie Ooreenkoms bindend is, moet die agent in al bogenoemde sake behulpzaam wees.

20. KENNISGEWINGBORD.

(1) Alle werkgevers of vennote moet, wanneer hulle elektrotegniese aannemingswerk doen, 'n kennisgewingbord van minstens 2 x 1½ voet, of 'n kennisgewingbord wat deur die Raad goedgekeur is, vertoon in 'n opvallende plek wat vir die publiek toeganklik is, en die besigheidsnaam en -adres van die werkgever of vennootskap moet daarop voorkom.

(2) Hierdie klousule is slegs van toepassing op werk wat sewe dae of langer duur.

(3) Die naam van die werkgeversorganisasie waarvan die werkgever lid is, moet ook voorkom op die kennisgewingbord wat in subklousule (1) genoem word.

21. TERMINATION OF EMPLOYMENT.

- (1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than two working days notice of such termination of employment to the employer or the employee, as the case may be.
- (2) An employer may give an employee two working days pay in lieu of notice, to which the employee is entitled.

22. STORAGE AND PROVISION OF TOOLS.

- (1) A suitable place shall be provided by the employer on all jobs, jobbing work, sheds and workshops, for locking up tools. The employer shall insure such tools against loss by fire.
- (2) The employer shall also provide screwing tackle, such as stocks, dies, taps, pipe vices, blowlamps, files and hacksaw blades, large hammers and chisels for chasing concrete.

23. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

24. EXHIBITION OF AGREEMENT.

Each employer shall exhibit a legible copy of this Agreement in both official languages and in the form prescribed by the regulations under the Act, in every workshop, job or yard where he carries on his business, in a conspicuous position easily accessible to all his employees.

25. EXEMPTIONS.

- (1) The Council may, in writing, grant an 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 persons granted exemption under the provisions of this section, 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 whether or not the period for which exemption was granted has expired.
- (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 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.

26. 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. Each provision, sub-section or section shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, sub-section or section of this Agreement being inoperative, or *ultra vires* the powers of the parties or the Minister, either before or after publication of the Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at Johannesburg on behalf of the Parties to the Council, on this 10th day of February, 1953.

J. M. FRASER.
E. E. WENTINK.
H. H. THEUNISSEN.

These three signatures were duly authorised by resolution of the Council.

* No. 856.] [24 April 1953.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

ELECTRICAL CONTRACTING INDUSTRY,
TRANSVAAL.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Contracting Industry, published under Government Notice No. 855 of the 24th April, 1953, to be not less favourable to the persons whose hours of work are regulated thereby, than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

21. DIENSBEEÏNDIGING.

- (1) 'n Werkgewer of werknemer wat 'n dienskontrak wil beëindig, moet minstens twee werkdade kennis van diensbeëindiging aan die ander party gee.
- (2) 'n Werkgewer kan 'n werknemer vir twee werkdade betaal in plaas van die kennisgewing waartoe hy geregtig is.

22. VERSKAFING EN BÊRE VAN GEREEDSKAP.

- (1) Die werkgewer moet by alle werkplekke, los werk, skure en werkwinkels 'n geskikte plek verskaf om gereedskap in toe te sluit, en hy moet die gereedskap verseker teen beskadiging deur brand.
- (2) Die werkgewer moet die volgende verskaf: Skroefsnijgereedskap soos sny-ysters, tappe, pypskroewe, soldeerlampe, vyle en ystersaaglemme, groot hamers en beitels vir groewe kap in beton.

23. INDIENSNEMING VAN PERSONE ONDER DIE OUDERDOM VAN 15 JAAR.

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

24. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat in die regulasies kragtens die Wet voorgeskryf word, in 'n opvallende en maklik toeganklike plek in elke werkwinkel, werkplek of werf waar sy werknemers in diens is, vertoon hou.

25. VRYSTELLINGS.

- (1) Die Raad kan om 'n afdoende rede skriftelike vrystelling van enige bepaling van hierdie Ooreenkoms aan enigeen verleen.
- (2) Ten opsigte van enigeen aan wie vrystelling kragtens hierdie klousule verleen word, stel die Raad die voorwaardes vas waarop en die tydperk waarvoor dit geldig is; met dien verstande dat die Raad na goedgekeurde en na skriftelike kennisgewing aan die betrokke persoon of persone, 'n vrystellingsertifikaat kan intrek, of die tyd waarvoor dit verleen is, verstryk het of nie.
- (3) 'n Vrystellingsertifikaat met die handtekening van die sekretaris van die Raad daarop moet uitgereik word aan elke persoon aan wie vrystelling verleen word. So 'n sertifikaat is slegs geldig in die gebied waarvoor dit uitgereik is.
- (4) Die Raad kan 'n vrystellingsertifikaat te eniger tyd gedurende sy geldigheidsduur wysig of intrek sonder om 'n rede te verstrek.
- (5) 'n Werkgewer moet hom hou by die gewysigde voorwaardes wat daargestel word deur 'n vrystellingsertifikaat kragtens hierdie klousule.

26. ALGEMEEN.

Geen werkgewer of werknemer mag die bepalinge van hierdie Ooreenkoms ter syde stel nie, of dit 'n voordeel of 'n verpligting uitmaak of nie. Elke bepaling, subklousule of klousule stel 'n reg of verpligting daar na gelang van die geval en afgesien van die ander bepalinge. Indien 'n bepaling, subklousule of klousule van hierdie Ooreenkoms of voor of na publikasie in die *Staatskoerant* deur die Minister ingevolge die Wet gepubliseer ongeldig blyk of *ultra vires* die bevoegdheid van die partye of die Minister, het dit geen uitwerking op die res van die Ooreenkoms, wat in dié geval die ooreenkoms uitmaak nie.

Namens die partye by die Raad in Johannesburg onderteken op hede die 10de dag van Februarie 1953.

J. M. FRASER.
E. E. WENTINK.
H. H. THEUNISSEN.

Hierdie drie handtekeninge is behoorlik gemagtig deur die besluit van die Raad.

* No. 856.] [24 April 1953.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

ELEKTROTEGNIËSE AANNEMINGSNYWERHEID,
TRANSVAAL.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemingsnywerheid bekendgemaak by Goewermentskennisgewing No. 855 van 24 April 1953 nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalinge van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.