



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

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BUITENGEWONE

EXTRAORDINARY

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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1558.] [17 Julie 1953.
NYWERHEID-VERSOENINGSWET, 1937.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

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 hiervan verskyn en betrekking het op die Elektrotegniese Nywerheid, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vereniging is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 2, 18 en 23 van Deel I, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu; 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, 23 en 26 van Deel I, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf die genoemde tweede Maandag eindig, in die provinsie Natal en die magistraatsdistrik Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordomskeywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1558.] [17 July 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

ELECTRICAL INDUSTRY (NATAL).

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 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' organisations and trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations 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 and 23 of Part I, 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 Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu 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, 23 and 26 of Part I, shall *mutatis mutandis* apply in respect of such persons 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.

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE
NYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

„Electrical Engineering and Allied Industries Association”
en die
„Radio, Refrigeration and Electrical Appliance Association
of South Africa”

(hierna die „werkgewers” of die „werkgewersorganisasies” 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 Nywerheid (Natal).

DEEL I.

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers wat betrokke is by of in diens is in verband met—

- die werksaamhede wat uiteengesit is in paragrawe (a), (b) en (c) van die omskrywing van „elektrotegniese nywerheid” in artikel 3 van hierdie Deel in die munisipale gebiede van Durban en Pietermaritzburg; en
- die werksaamhede wat uiteengesit is in paragraaf (d) van die omskrywing van „elektrotegniese nywerheid” in artikel 3 van hierdie Deel ten opsigte van die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu;

met dien verstande dat die bepalings van die Ooreenkoms van toepassing is op—

- vakleerlinge slegs vir sover dit nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens vasgestel is nie;
- „kwekelinge” kragtens die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie strydig is met die bepalings van die Wet of voorwaardes wat daarkragtens voorgeskryf is nie; en
- kwekelinge kragtens die Wet op Behuising (Noodmagte), No. 45 van 1945, vir sover dit nie strydig is met regulasies kragtens die Wet uitgevaardig of voorwaardes daarkragtens vasgestel nie.

2. GELDIGHEIDSDUUR.

Hierdie Ooreenkoms tree in werking op ’n datum wat deur die Minister kragtens artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, vasgestel word en bly twee jaar lank of vir ’n tydperk wat hy bepaal, van krag.

3. WOORDOMSKRYWING.

Alle uitdrukings wat in hierdie Ooreenkoms gebesig word en in die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde betekenisse as in daardie Wet en elke verwysing na ’n wet sluit elke wysiging van daardie wet in; voorts, tensy dit strydig is met die samehang, beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „vakleerling”, ’n werknemer wat in diens is ingevolge ’n leerlingkontrak wat geregistreer is kragtens die Wet op Vakleerlinge, 1944, of ’n skriftelike leerlingkontrak wat deur die Raad erken word;
- „Raad”, die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);
- „dagskof”, behoudens die woordbepaling hierin wat die „tweeskofstelsel” en „driekofstelsel” dek, enige tydperk van hoogstens 8½ uur gewoonlik deur ’n werknemer gewerk tussen die ure 6 v.m. en 6 n.m. van Maandag tot en met Vrydag of enige tydperk van hoogstens vyf uur gewerk tussen die ure 6 v.m. en 12-uur middag op Saterdag; met dien verstande dat as ’n werkgever nie van sy werknemers vereis om op meer as vyf dae gedurende enige week te werk nie dit enige sodanige tydperk van hoogstens 9½ uur tussen 6 v.m. en 6 n.m. van Maandag tot en met Vrydag beteken;
- „werktuigkundige vir huishoudelike apparate”, of „verkoeler-werktuigkundige”, ’n werknemer wat een of meer van die volgende klasse werk verrig:—

Vastelling van foute in, of aanwysings gee vir, of uitvoering van herstellings of verstellings van, of diens aan, inmeekaarsit, oprig en/of installeer, of toesig hou oor die oprig en/of installeer van stowe, verkoelers, wasmasjiene, strykmasjiene en alle ander groot elektriese apparate, finale toetse uitvoer, of toesig hou oor sulke werksaamhede, maar nie ’n werknemer wat verkoelers, stowe, of ander huishoudelike apparate aan bestaande kontakpunte aansluit nie;

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL
INDUSTRY (NATAL).

AGREEMENT

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

Electrical Engineering and Allied Industries Association
and the
Radio, Refrigeration and Electrical Appliance Association of
South Africa

(hereinafter referred to as “the employers” or “the employers’ organisations”), 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 parties to the Industrial Council for the Electrical Industry, (Natal).

PART I.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed by employers and employees engaged or employed in—

- the operations set forth in paragraphs (a), (b) and (c) of the definition of “electrical industry” in section 3 of this Part in the municipal areas of Durban and Pietermaritzburg; and
- the operations set forth in paragraph (d) of the definition of “electrical industry” in section 3 of this Part of the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu;

provided that the terms of the Agreement shall apply—

- to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;
- to “trainees” in terms of the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with any provisions of the Act or any conditions prescribed in terms thereof; and
- to trainees under the Housing (Emergency Powers) Act, No. 45 of 1945, in so far as they are not inconsistent with any regulations made or any conditions fixed under that Act.

2. PERIOD OF APPLICATION.

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

3. DEFINITIONS.

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

- “Act” means the Industrial Conciliation Act, 1937;
- “apprentice” means an employee serving under a contract of apprenticeship registered under the Apprenticeship Act, 1944, or a written contract of Apprenticeship recognised by the Council;
- “Council” means the Industrial Council for the Electrical Industry (Natal);
- “day shift” means, subject to the definition herein covering “two shift system” and “three shift system”, any period of not more than 8½ hours ordinarily worked by an employee between the hours of 6 a.m. and 6 p.m. on Mondays to Fridays inclusive, or any period not exceeding five hours worked between the hours of 6 a.m. and 12 noon on Saturdays; provided that when an employer does not require his employees to work on more than five days in any week, it means any such period of not more than 9½ hours between 6 a.m. and 6 p.m. on Mondays to Fridays inclusive;
- “domestic appliance mechanic” or “refrigerator mechanic” means an employee engaged on one or more of the following classes of work:—

Diagnosing of faults in, or directing or executing repairs or adjustments to, or servicing, assembling, erecting and/or installing or supervising the erection and/or installation of ranges, refrigerators, washing machines, ironers, 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;

„elektrotegniese nywerheid” of „nywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen of almal van ondergemelde:—

- (a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat 'n integrerende en permanente deel uitmaak van geboue, met inbegrip van bedrading, kabellawerk en kabellegging, die konstruksie van bgrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen of die materiaal berei word op die terrein van die geboue of bouwerke of elders;
- (b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat saamgaan met die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellawerk en kabellegging, die konstruksie van bgrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen of die materiaal berei word op die terrein van die geboue of bouwerke of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat hoort by die oprigting, verandering, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellawerk en kabellegging, die oprigting van bgrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen of die materiaal berei word op die terrein van die geboue of bouwerke of elders;
- (d) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van elektriese uitrusting wat nie deur (a), (b) of (c) hierbo gedek word nie, met inbegrip van alle bedrading, kabellawerk en kabellegging, die oprigting van bgrondse elektriese lyne en alle ander werksaamhede wat daarby hoort;

en vir die toepassing van hierdie omskrywing omvat „elektriese uitrusting”—

- (i) elektriese kables en bgrondse lyne;
- (ii) generators, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relays, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese verligting, verwarming, kook, bevrising en verkoeling, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese apparaat, seinuitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting,

en verder vir die toepassing van hierdie omskrywing omvat „ontwerp, bereiding, oprigting, installering, herstel en onderhoud” nie die volgende nie:—

- (i) Die vervaardiging en/of inmeekaarsit van bogenoemde uitrusting of onderdele daarvan;
- (ii) die bedrading van of installering in motorvoertuie van verligtings-, verwarmings- of ander uitrusting of toebehore, hetsy permanent of andersins; en
- (iii) die vervaardiging, herstel en bediening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en bediening van tikmasjiën- en kantoortoestelle;
- (v) die vervaardiging en/of monteer en/of installering en/of herstel en/of onderhoud van hysers en roltrappe;

„elektrisiën”, 'n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat 'n leerlingkontrak wat deur die Raad erken word, of 'n leerlingkontrak kragtens die Wet op Vakleerlinge uitgedien het, of 'n persoon bo die ouderdom van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken of uitgereik is en hom in staat stel om vir sodanige werksaamhede in diens geneem te word:—

Ankerwikkeling;
kabellassing;
elektriese appaarte (herstel);
elektriese installasie;
aanleg van elektriese bgrondse lyne;
elektriese bedrading;
aanleg en/of onderhoud en/of gereelde onderhoud en/of vervaardiging van elektro-mediese appaarte en X-straal-uitrusting;
telekommunikasie;
aanleg en/of onderhoud van sein- en/of totalisatoruitrusting;

„elektriese installering”, die installeer en/of oprigting van enigeen van die artikels wat in die woordomskrywing van „elektrisiën” in hierdie artikel opgenoem word;

„werknemer”, 'n persoon wie se minimum loonskaal in hierdie Ooreenkoms voorgeskryf word, 'n werknemer wat kragtens vrystelling van hierdie Ooreenkoms of op voorwaardes wat deur die Raad vasgestel is, in diens is, of 'n werknemer wat volgens 'n leerlingkontrak wat deur die Raad erken word, in diens is;

„inrigting”, elke plek waar die nywerheid of 'n deel daarvan, soos hierin bepaal, uitgeoefen word;

„aansporingsbonuswerk”, werk waarvoor daar ooreenkomstig die bepaling van artikel 9 van Deel I van hierdie Ooreenkoms betaal word;

„electrical industry” or “industry” means the industry in which employers and employees are associated for any or for all the following:—

- (a) the design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings, including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structure or elsewhere;
- (b) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the purpose for which a building is used including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;
- (c) the design, preparation, erection, installation, repair and maintenance of all electrical equipment incidental to the construction, alteration, repair and maintenance of buildings, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto, whether the work is performed, the material is prepared on the site of the buildings or structures or elsewhere;
- (d) the design, preparation, erection, installation, repair and maintenance of electrical equipment not covered by (a), (b) or (c) above, including any wiring, cable jointing and laying, electrical overhead line construction, and all other operations incidental thereto;

and for the purposes of this definition “electrical equipment” shall include:—

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

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

- (i) the manufacture and/or assembly of the aforementioned equipment or component parts thereof;
- (ii) the wiring of or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise; and
- (iii) the manufacture, repair and servicing of motor vehicle batteries;
- (iv) the manufacture, repair and servicing of typewriter and office appliances;
- (v) the manufacture and/or assembly and/or installation and/or repair and/or maintenance of lifts and/or escalators;

“electrician” means an employee who performs any of the following operations and who has completed a contract of apprenticeship recognised by the Council, or a contract of apprenticeship under the Apprenticeship Act or a person over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on such operation:—

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

“electrical installation” means the installation and/or erection of any of the articles enumerated in the definition of “electrician” in this section;

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

“establishment” means any place where the industry or any part thereof, as herein defined, is carried on;

“incentive bonus work” means work paid for in accordance with the provisions of section 9 of Part I of this Agreement;

- „stelmasjiën of setmasjiën”, ’n instrument wat presies die plek vasstel vir werk ten opsigte van die gereedskap en/of die gereedskap ten opsigte van die werk, of onderlinge posisie van onderdele terwyl hulle saamgevoeg word, ten einde artikels te vervaardig wat verwisselbaar is binne sekere spelings;
- „vakman”, ’n werknemer wat ’n leerlingkontrak kragtens die Wet op Vakleerlinge of ’n leerlingkontrak wat deur die Nywerheidsraad erken word in enige van die klasse werk wat onder tarief 1 in Bylaes A, B en C van Deel II van hierdie Ooreenkoms voorgeskryf word uitgedien het, of ’n werknemer bo die ouderdom van 21 jaar wat in besit is van ’n sertifikaat wat deur die Raad erken of uitgereik is en hom in staat stel om vir ’n vakman se werk in diens te wees;
- „n.e.g.”, nie elders gespesifiseer nie;
- „nagskof”, behoudens die bepalings wat die „tweeskofstelsel” en „driekofstelsel” dek, elke tydperk van hoogstens 9½ uur wat gewoonlik deur ’n werknemer gewerk word tussen die ure 6 nm. en 6 vm. vanaf die begintyd op Maandag tot die begintyd op Saterdag;
- „leerlingingenieur en/of erkende student”, ’n persoon wat in besit is van die onderwyskwalifikasies wat deur die Raad erken word en wat verkry is aan ’n onderwysinrigting wat ook deur die Raad erken word, of ’n ingenieursgegradeerde aan ’n Suid-Afrikaanse universiteit of universiteitskollege, maar nie ’n persoon wat voorgeskrewe vakansieopleiding in die loop van sy studies ondergaan nie;
- „leipatroon”, ’n toestel vir die aanwysing van die posisie van gate en/of bevestigingsstukke op die werkstuk en/of die vorm en/of omtrek van die werkstuk;
- „tweeskofstelsel en/of driekofstelsel”, die stelsel wat van toepassing is in inrigtings wat twee of drie skofte werk in ’n tydperk van 24 uur, en in ’n enkele tydperk van nie minder as drie maande nie;
- „wagwerk”, die oppas en/of patroleer van eiendom en/of ’n perseel.

4. WERKURE.

- (1) (a) Die gewone werkure is hoogstens 46 in ’n week vir—
 (i) werknemers op dagskof en/of nagskof;
 (ii) werknemers wat volgens die tweeskofstelsel en/of driekofstelsel werk.
- (b) Die gewone werkure per skof is hoogstens dié soos gespesifiseer in die betrokke woordskrywings van „dagskof” en/of „nagskof” in artikel 3 van die Ooreenkoms.
- (2) Die werkgever kan ten einde die hou van rekords van die begin- en stakingstyd en die ure wat sy werknemers werk, te vergemaklik, vereis dat die werknemers in- of uitklok vir werk en kan, voordat hy aan ’n werknemer ’n loon en/of besoldiging betaal ten opsigte van ’n tydperk wat nie deur die klok aange-teken is nie, vereis dat die werknemer bevredigende bewys lewer dat hy gewerk het; met dien verstande dat die werknemer ooreenkomstig die bepalings van hierdie Ooreenkoms besoldig moet word vir al die tyd wat die klok oorteken wat binne die begintyd en stakingstyd van die skof van daardie dag van die week val, soos deur die werkgever aan sy werknemers ingevolge subartikel 22 (2) van hierdie Ooreenkoms bekendgemaak, en vir al die tyd wat nie binne sulke begin- en stakingstye val nie wat hy op las van die werkgever moet werk.
- (3) ’n Werknemer wat aansporingsbonuswerk doen moet ’n rustyd van tien minute toegestaan word so na as moontlik aan die middel van die oggend- en namiddagwerktydperke; sulke rustye moet as werktyd beskou word en daarvoor moet betaal word teen die uurtydskaal van lone soos voorgeskryf vir ’n werknemer wat dieselfde klas, of klasse werk verrig as wat deur sodanige werknemer verrig word.
- (4) Die maksimum oortyd wat gewerk mag word, is hoogstens tien uur per week.
- (5) In elke inrigting waar volgens ’n tweeskofstelsel en/of driekofstelsel gewerk word, mag geen werknemer langer as 12 agtereenvolgende dae nagwerk verrig nie, en geen werknemer wat in sodanige inrigting in diens is, mag meer as een skof in ’n tydperk van 24 uur werk nie, behalwe wanneer dit vir ’n verandering in die kringloop van skofte noodsaaklik is.
- (6) Van geen werknemer kan vereis word en hy mag ook nie toegelaat word om sonder ’n ononderbroke tussenpoos van minstens een uur, vir langer as vyf uur aan te werk nie; met dien verstande dat werktydperke wat deur ’n tussenpoos van minder as een uur onderbroke word, vir die toepassing van hierdie klousule as ononderbroke beskou word.
- (7) (i) Daar mag nie van ’n werknemer wat ’n vrou is, vereis word en sy mag ook nie toegelaat word om oortyd te werk nie—
 (a) tussen ses-uur nm. en ses-uur vm.; of
 (b) na een-uur nm. op meer as vyf dae in ’n week.
- (ii) Daar mag nie van ’n werknemer wat ’n vrou is, vereis word en sy mag ook nie toegelaat word om oortyd te werk nie—
 (a) vir meer as twee uur op ’n dag;
 (b) op meer as drie agtereenvolgende dae;
 (c) op meer as sestig dae in ’n jaar;
 (d) vir meer as een uur op ’n dag na voltooiing van haar gewone werkure, tensy sy—
 (i) voor twaalf-uur middag daarvan in kennis gestel is; of
 (ii) van ’n behoorlike maaltyd voorsien word voordat sy met oortyd moet begin; of
 (iii) betyds ’n toelaë betaal word om haar in staat te stel om ’n ete te verkry voordat die oortyd begin.

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

„journeyman” means an employee who has completed a contract of apprenticeship under the Apprenticeship Act or a contract of apprenticeship recognised by the Industrial Council in any one of the classes of work specified under rate 1 in Schedules A, B and C of Part II of this Agreement or an employee over 21 years of age who is in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman's work;

„N.E.S.” means not elsewhere specified;

„night shift” means, subject to the definition herein covering “two shift system” and “three shift system” any period of not more than 9½ hours ordinarily worked by an employee between the hours of 6 p.m. and 6 a.m. from starting time on Monday to starting time on Saturday;

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

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

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

„watchman's work” means guarding and/or patrolling property and/or premises.

4. HOURS OF WORK.

- (1) (a) The ordinary hours of work shall not exceed 46 in any one week for—

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

(b) The ordinary hours per shift shall not exceed those specified in the relevant definitions of “day shift” and/or “night shift” in section 3 of the Agreement.

(2) The employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees require them to clock in and out of work, and may, before paying to an employee any wages, and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work; provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping time of the shift for that day of the week as notified by the employer to his employees in terms of sub-section 22 (2) of this Agreement, and for all time for which he is required by the employer to work which does not fall within such starting and stopping time.

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

(4) The maximum overtime that may be worked shall not exceed ten hours per week.

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

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

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

- (a) between six o'clock p.m. and six o'clock a.m.; or
 (b) after one o'clock p.m. on more than five days in any week.

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

- (a) for more than two hours on any day;
 (b) on more than three consecutive days;
 (c) on more than sixty days in any year;
 (d) after completion of her ordinary working hours for more than one hour on any day unless she has—

- (i) been given notice thereof before midday; or
 (ii) been provided with an adequate meal before she has to commence overtime; or
 (iii) been paid an allowance in sufficient time to enable her to obtain a meal before the overtime is due to commence.

5. OORTYD EN BETALING VIR WERK OP SONDAE EN OP SEKERE OPENBARE VAKANSIEDAE.

(1) Behalwe soos bepaal in subartikels (2), (3) en (4) van hierdie artikel, word tyd wat deur werknemers gewerk word na die voltooiing van die gewone skof in die betrokke inrigting, as oortyd gereken waarvoor soos volg betaal moet word—

- (a) Vir die eerste ses uur teen $1\frac{1}{2}$ maal die gewone skaal;
- (b) daarna teen dubbel die gewone skaal tot die gewone begintyd van die werknemer se eersvolgende normale skof; met dien verstande dat in die geval van inrigtings wat 'n vyfdagweek werk, vir werk wat op Saterdag verrig word, betaal word teen $1\frac{1}{2}$ maal die gewone skaal vir die eerste ses uur, gereken vanaf die begintyd op 'n gewone werkdag en teen dubbel die gewone skaal daarna.

(2) Wanneer daar van 'n werknemer vereis word dat hy hom voor die gewone begintyd van sy gewone skof in die inrigting vir daardie dag van die week moet aanmeld vir diens, moet hy teen dubbel die gewone skaal betaal word vir die tyd gewerk tot die gewone begintyd van die skof.

(3) Wanneer 'n werknemer na ses uur na voltooiing van sy normale skof ingeroep word vir dringende werk, moet hy besoldig word teen dubbel die skaal vir die tyd wat gewerk word vanaf die tyd waarop hy begin werk tot die gewone begintyd van sy eersvolgende skof; met dien verstande dat 'n werknemer wat vir dringende werk ingeroep word, in ieder geval teen dubbel die gewone skaal besoldig moet word vir tyd wat vanaf middernag tot die gewone begintyd van sy eersvolgende skof gewerk word.

(4) Wanneer 'n werknemer op—

- (i) Sondag werk, moet hy vir alle ure wat gewerk word teen dubbel die gewone skaal besoldig word, met 'n minimum besoldiging van dubbel die bedrag wat aan hom betaalbaar is ten opsigte van die ure wat gewoonlik op 'n weekdag deur hom gewerk word; met dien verstande dat die voorgaande nie van toepassing is op werknemers wat onderhoud- en/of herstelwerk doen nie; sulke werknemers moet teen minstens dubbel die gewone skaal besoldig word vir die ure wat gewerk word; voorts met dien verstande dat hulle in elke geval minstens drie uur se loon teen dubbel die skaal moet ontvang.
- (ii) Goeie-Vrydag, Geloftedag, Kersdag en Nuwejaarsdag werk, moet hy besoldig word vir die ure waarvoor hy, as hy nie gewerk het nie, besoldig sou gewees het kragtens subartikel (2) van artikel 12 van hierdie Ooreenkoms, en moet hy boonop besoldig word teen $1\frac{1}{2}$ maal die gewone skaal vir tyd wat tot op die genoemde getal ure gewerk word; daarna moet teen driemaal die gewone skaal besoldig word tot die gewone begintyd op die volgende dag.
- (iii) Wanneer die werkgever werk verskaf om die werknemer vir die ure van 'n normale skof besig te hou, en sodanige werknemer in gebreke bly of weier om die volle tydperk wat van hom vereis word, te werk, dan moet sodanige werknemer ondanks die bepaling van (4) (i) hiervan, teen dubbel die gewone skaal besoldig word vir die tydperk wat hy werklik gewerk het.

6. NAGSKOFWERK.

(1) Behalwe soos bepaal in subartikel (4) hiervan, moet vir nagskofwerk betaal word teen die skaal vir gewone tyd, plus 10 persent.

(2) Tensy 'n werknemer minstens drie agtereenvolgende nagte tussen Maandag en begintyd op Saterdag werk, moet dit nie vir die toepassing van subartikel (1) van hierdie artikel beskou word dat hy op nagskof werk nie.

(3) Minstens ses uur moet verloop tussen 'n werknemer se diens op nagskof en dagskof; met dien verstande dat 'n werknemer gedurende daardie tussenpoos van ses uur kan werk as daarvoor oortyd teen $1\frac{1}{2}$ maal die gewone skaal betaal word.

(4) In inrigtings waar die tweeskofstelsel of die drieskofstelsel gewerk word, is die betaling soos volg:—

- (a) *Tweeskofstelsel*.—Werk wat gewoonlik in die tweede skof verrig word—
 - (i) as die ure vir die hele skof almal binne 'n tydperk van 6 nm. tot 6 vm. val—teen die skaal vir gewone tyd, plus 10 persent;
 - (ii) as die ure vir die hele skof nie almal binne 'n tydperk van 6 nm. tot 6 vm. val nie—teen die skaal vir gewone tyd, plus 5 persent tot middernag en teen die skaal vir gewone tyd, plus 10 persent na middernag.
- (b) *Drieskofstelsel*.—Werk wat gewoonlik verrig word in die—
 - (i) tweede skof—teen die skaal vir gewone tyd, plus 5 persent;
 - (ii) derde skof—teen die skaal vir gewone tyd, plus 10 persent.

(5) Tyd wat deur werknemers na voltooiing van die gewone nagskof in die betrokke inrigting gewerk word, moet as oortyd beskou word en die besoldiging daarvoor is teen $1\frac{1}{2}$ maal die uurloon vir die skof vir die eerste ses uur en daarna teen dubbel die gewone tyd tot aan die begintyd van die werknemer se volgende gewone skof.

5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND ON CERTAIN PUBLIC HOLIDAYS.

(1) Save as is provided in sub-section (2), (3) and (4) of this section, time worked by employees after the completion of the usual shift in the establishment concerned, shall be regarded as overtime and be paid for as follows:—

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

(2) Whenever an employee is required to report for duty prior to the ordinary starting time in the establishment of his ordinary shift for that day of the week, he shall be remunerated at the rate of double time for time worked until the usual starting time of the shift.

(3) Whenever an employee is called out on urgent work when six hours or more have elapsed since the completion of his normal shift he shall be remunerated at the rate of double time for time worked from the time he commences work until the usual starting time of his next shift; provided, that an employee who is called out on urgent work, shall in any case be paid at the rate of double time for time worked from midnight until the usual starting time of his next shift.

(4) Whenever an employee works on a—

- (i) Sunday, he shall be paid at the rate of double time for all hours worked, with a minimum payment of double the amount payable to him in respect of the hours ordinarily worked by him on a week day; provided that the foregoing shall not apply to employees engaged on maintenance and/or urgent repairs, when such employees shall be paid at not less than double time for the hours worked, provided further, in no case shall he receive less than three hours pay at double time.
- (ii) Good Friday, Day of the Covenant, Christmas Day and New Year's Day, he shall be paid for the hours for which, had he not worked, he would have been paid in terms of sub-section (2) of section 12 of this Agreement, and shall be paid in addition at the rate of time and one-half for time worked up to the said number of hours; thereafter, treble time shall be paid until the usual starting time next day.
- (iii) Notwithstanding the provisions of (4) (i) hereof, where the employer provides work to occupy the employee for the hours of a normal shift and such employee fails or refuses to work the full period required of him, such employee shall receive double time for the period actually worked.

6. NIGHT SHIFT WORK.

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

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

(3) Not less than six hours shall elapse between the employment of an employee on night shift and on day shift, provided that an employee may work during such interim period of six hours if overtime is paid at the rate of time and one half.

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

- (a) *Two-shift System*.—Work ordinarily performed on the second shift—
 - (i) when the hours for the complete shift fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinary time plus 10 per cent;
 - (ii) when the hours for the complete shift do not fall wholly within any period from 6 p.m. to 6 a.m.—at the rate of ordinary time plus 5 per cent until midnight and after midnight at the rate of ordinary time plus 10 per cent.
- (b) *Three-shift System*.—Work ordinarily performed on the—
 - (i) second shift—at the rate of ordinary time plus 5 per cent;
 - (ii) third shift—at the rate of ordinary time plus 10 per cent.

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

7. KORTTYD.

'n Werkgewer kan sy werknemers vir 'n kleiner getal ure as wat in hierdie Ooreenkoms vasgestel is, laat werk weens—

- (1) tekort aan werk en/of materiaal, en dan moet die werkgewer sy werknemers twee volle werkdag kennis gee van sy voorneme om korttyd te laat werk, en vir sover dit prakties moontlik is, die beskikbare werk onder die betrokke werknemers verdeel. As die werkgewer uitdruklik van die werknemer vereis om op 'n dag by die inrigting te verskyn om uit te vind of daar werk beskikbaar sal wees, dan moet hy minstens vier uur werk, of besoldiging in plaas daarvan ten opsigte van elke sodanige dag ontvang. As daar nie van die werknemer vereis word om by die inrigting aanwesig te wees nie, dan moet die werkgewer die werknemer op die werkdag onmiddellik voor die dag waarop hy nie aanwesig hoef te wees nie, daarvan in kennis stel; of
- (2) onvoorsiene gebeurlikhede en/of omstandighede buite die beheer van die werkgewer. Ingeval die voornoemde omstandighede ontstaan, mag daar nie van 'n werkgewer vereis word om lone aan sy werknemers te betaal nie, behalwe vir die tydperke wat werklik gewerk is; met dien verstande dat wanneer die werknemer van mening is dat werk hervat kan word en hy sy werknemers uitdruklik gelas om hulle vir diens op 'n bepaalde dag aan te meld, hulle ten opsigte van elke sodanige dag minstens vier uur werk of besoldiging in plaas daarvan moet ontvang.

8. BETALING VAN VERDIENSTE.

(1) (a) Lone, aansporingsbonuslone en oortyd moet weekliks op Vrydag binne vyftien minute na die gewone stakingstyd kontant betaal word en die voornoemde besoldiging moet alle betalings insluit wat aan die werknemer verskuldig is, bereken tot en met die voltooië skof op die vorige Dinsdag van dieselfde week; met dien verstande dat wanneer diens eindig voor die gewone betaaldag, alle betalings wat aan die werknemer verskuldig is kragtens hierdie Ooreenkoms, hom by die beëindiging van sy diens betaal moet word.

(b) Aan elke werknemer moet, wanneer hy betaling ontvang, 'n staat gegee word wat sy totale verdienste, betalings vir gewone tye en oortyd, toelaes en aftrekkings toon.

(2) Geen premie vir die opleiding van 'n werknemer mag deur 'n werkgewer gevorder of aangeneem word nie.

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

- (a) Wanneer 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende verlof wat toegestaan is ter verlenging van die verlof wat in artikel 12 van hierdie Ooreenkoms voorgeskryf word, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid;
- (b) met die skriftelike toestemming van die werknemer, aftrekkings vir siektebystand, versekerings, pensioenfondse, of bydraes tot ontpanningsfondse of vir 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;
- (c) bydraes tot die raadsfonds kragtens artikel 27 van hierdie Ooreenkoms;
- (d) elke bedrag wat betaal word deur 'n werkgewer wat ingevolge 'n wet, ordonnansie of regsgeding verplig word om betaling ten behoeve van 'n werknemer te doen;
- (e) wanneer 'n werknemer van werk afwesig is as gevolg van die sluiting van 'n inrigting ingevolge onderlinge ooreenkoms tussen 'n werkgewer en minstens 75 persent van sy werknemers, 'n pro rata bedrag vir die tydperk van sodanige afwesigheid;
- (f) aftrekkings vir kos en/of huisvesting ooreenkomstig artikel 24;
- (g) ten opsigte van wetlik voorgeskrewe of geproklameerde openbare vakansiedae behalwe Nuwejaarsdag, Goede Vrydag, Gelofte-dag en Kersdag waarop daar nie van werknemers vereis word of hulle nie toegelaat word om te werk nie as gevolg van die sluiting van die besigheid weens die beperking van besigheidsure ingevolge 'n wet, 'n bedrag gelyk aan die normale besoldiging vir die skof wat gewoonlik in die betrokke inrigting op daardie dag gewerk word.

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

9. AANSPOORINGSBONUSWERK.

Behoudens die algemene voorwaardes soos hieronder uiteengesit, kan 'n werknemer behalwe 'n leerling of vakleerling, met sy werkgewer ooreenkoms om volgens 'n stelsel van betaling vir resultate te werk:—

- (i) Die voorwaardes in hierdie Ooreenkoms genoem met betrekking tot oortyd, nagskofwerk en werk op Sondae en die openbare vakansiedae soos genoem in die Ooreenkoms, moet op die „tydskaallone” bereken word.
- (ii) Aansporingsbonusskale moet vasgestel word by onderlinge ooreenkoms tussen die werkgewer en die werknemer wat die werk moet verrig en die werkwinkelvertegenwoordiger moet geraadpleeg word as een van die partye dit verlang; met dien verstande dat die aansporingsbonusskale in gieterye by onderlinge ooreenkoms vasgestel moet word deur 'n prysvasstellingskomitee bestaande uit die werkgewer en/of sy verteenwoordiger en drie werknemers, van wie een die werkwinkelvertegenwoordiger moet wees en een 'n werknemer wat die aansporingsbonuswerk doen of gaan doen.

7. SHORT TIME.

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

- (1) shortage of work and/or materials, in which case an employer shall give his employees two clear working days' notice of his intention to work short time, and shall, as far as practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any day for the purpose of ascertaining if work will be made available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of each such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend; or
- (2) unforeseen contingencies and/or circumstances beyond the control of the employer. In the event of the foregoing circumstances arising, an employer shall not be required to pay wages to his employees except for the periods actually worked, provided that where the employer believes that resumption of work can be effected, and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of each such day.

8. PAYMENT OF EARNINGS.

(1) (a) Wages, incentive bonus work earnings and overtime shall be paid weekly, in cash on Friday, within fifteen minutes of the ordinary stopping time, and the aforesaid remuneration shall include all payments due to the employee calculated up to and including the shift completed on the preceding Tuesday of the same week; provided that where employment terminates before the ordinary pay day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating.

(b) Each employee shall be given a statement on being paid, showing his total earnings, ordinary time and overtime payments, allowances and deductions.

(2) No premium for the training of an employee shall be charged or accepted by an employer.

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

- (a) Where an employee is absent from work; including absence during any holiday granted in extension of the holiday provided for in section 12 of this Agreement, a pro rata amount for the period of such absence.
- (b) With written consent of the employee, deductions for sick benefit, insurance, pension funds or contributions to recreation funds or to a trade union which is a party to this Agreement.
- (c) Contributions to the funds of the Council in terms of section 27 of this Agreement.
- (d) Any amount paid by an employer, compelled by law, ordinance or legal process, to make payment on behalf of the employee.
- (e) Where an employee is absent from work, resultant on the closing of an establishment by mutual arrangement between the employer and not less than 75 per cent of his employees, a pro rata amount for the period of such absence.
- (f) Deductions in respect of board and/or lodging in terms of section 24.
- (g) In respect of statutory or proclaimed Public Holidays, other than New Year's Day, Good Friday, Day of the Covenant and Christmas Day on which employees are not required to work or not permitted to work by reason of the closing of the premises due to restriction of trading hours under any law, an amount equivalent to the normal remuneration for the shift ordinarily worked in the establishment concerned on that day.

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

9. INCENTIVE BONUS WORK.

Subject to the general conditions hereinafter set out, an employee other than a learner or apprentice, may agree with his employer to work under a system of payment by result:—

- (i) The conditions specified in this Agreement in respect of overtime, night shift work and work performed on Sundays and on public holidays specified in the Agreement shall be calculated on "time" rate wages.
- (ii) Incentive bonus rates shall be fixed by mutual arrangement between the employer and the employee who is to perform the work, the shop steward to be consulted if desired by either of the parties; provided that incentive bonus rates in foundries shall be fixed by mutual arrangement by a pricing committee which shall consist of the employer and/or his representative and three employees, one of whom shall be the shop steward and one an employee who is engaged or is to engage on the incentive bonus work.

- (iii) In die geval van 'n geskil oor die aansporingsbonuslone en wanneer die partye nie tot 'n skikking kan geraak nie, moet die saak onmiddellik deur een of albei van die gegriefde partye na die Nywerheidsraad verwys word.
- (iv) In afwagting van 'n ooreenkoms met betrekking tot die aansporingsbonusloon, of wanneer die aansporingsbonusloon na die Nywerheidsraad verwys word kragtens (iii), moet die werknemer aangaan met die werk teen die aansporingsbonusloon wat deur die bestuur toegestaan word. Alle aanpassings wat deur die Raad ten gunste van die werknemer vasgestel word, is op hom van toepassing met ingang van die datum waarop die saak na die Raad verwys is.
- (v) Vir alle tyd wat 'n werknemer abnormaal verhinder word om sy werk te verrig en van die werknemer vereis word om hom vir werk gereed te hou, moet betaal word teen „tydskale” met ooreenkomstige voorwaardes ten opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer gereedstaan, moet nie in ag geneem word wanneer bonusverdiensde bereken word nie.
- (vi) Geen betaling word gedoen vir verdragings wat normaal is vir die betrokke inrigting en waarmee by die vasstelling van die tydtoelating rekening gehou is nie.
- (vii) Geen skaal waaroor 'n werkgever en 'n werknemer ooreenkoms, word as bevredigend beskou nie, tensy daardie skaal 'n gemiddelde werknemer wat volgens 'n aansporingsbonusstelsel in diens is, in staat stel om minstens 15 persent bo die basiese skaal wat hierin vir die betrokke soort werk vasgestel is, te verdien.
- (viii) In alle gevalle moet aan die werknemer „tydskaal” gewaarborg word, afgesien van die verdienste vir die ure wat gewerk is.
- (ix) 'n Werknemer wat volgens 'n aansporingsbonusstelsel werk, moet op die gewone betaaldag van elke week besoldig word.
- (x) Geen aansporingsbonusskaal of basistye kan, nadat hulle vasgestel is, verander word nie, behalwe om die volgende redes:—
 - (1) 'n Fout in die berekening deur een van die partye; of
 - (2) 'n verandering van die materiaal, produksiemiddels, of produksiemetodes of die hoeveelhede; of
 - (3) 'n onderlinge reëling getref tussen die werkgever en die werknemer op dieselfde manier as waarop 'n nuwe prys gereël word.
- (xi) Die Nywerheidsraad kan na goedgekeurde 'n inrigting verbied om volgens 'n aansporingsbonusstelsel te werk.

10. TOELAES.

(1) *Vervoer- en onderhoudstoelae.*—(a) Wanneer werk weg van die werkgever se inrigting of die werknemer se gewone werkplek gedoen word wat vervoer nodig maak, moet aan die werknemer wat gestuur word om daardie werk te verrig, spoorwegvervoer, tweede klas, verskaf word, behalwe oor voorstedelike lyne wanneer die vervoer eerste klas moet wees, of geskikte vervoer na en van die werk verskaf word; met dien verstande dat hierdie subartikel nie van toepassing is op werknemers in die elektrotegniese aannemersafdeling van die nywerheid nie waar die aard van die werk vereis dat die werknemer in besit moet wees van 'n draadwerkerslisensie ingevolge Wet No. 20 van 1939, tensy die afstand van die werkgever se besigheidsplek na die werk meer as 5 myl is.

(b) Wanneer van 'n werknemer vereis word om kragtens (1) (a) hiervan te reis, moet hy teen die gewone skaal besoldig word vir die gewone werke, en teen helfte van die skaal buite die gewone werke, en betaling mag onder geen omstandighede meer as twaalf uur se loon per kringloop van 24 uur, of gedeelte daarvan, gereken vanaf die tyd waarop die reis aanvang, wees nie; met dien verstande dat wanneer die werknemer gewerk het op die dag waarop die reis begin, hy slegs tot betaling van 'n maksimum van 12 uur se volle loon geregtig is wat die loon wat hy op daardie dag verdien het, insluit.

(c) 'n Werknemer moet vir maaltye en bed op die trein betaal word. Wanneer van 'n werknemer weens sy diens van sy gewone werkplek af, deur sy werkgever vereis word om van sy gewone woonplek weg te woon, moet kos en huisvesting by die werk verskaf word of moet daarvoor betaal word.

(d) Vir die toepassing van hierdie artikel word Sondag as 'n gewone werkdag beskou.

(e) Ondanks bostaande is die volgende spesiale bepalings van toepassing in gevalle wanneer 'n werknemer in diens geneem word op die bepaalde terrein of werkplek waar die werk onderneem word:—

- (i) Ingeval die werkgever nie langer die werknemer se diens vir die bepaalde werk nodig het nie, maar bereid is om die werknemer vir 'n ander werk op 'n ander plek in diens te neem, moet die werkgever—
 - (a) die werknemer skriftelik in kennis stel dat daar weer werk op 'n ander plek beskikbaar is;
 - (b) by voltooiing van een maand se diens, of voltooiing van die werk, nl. die vroegste datum, 'n werknemer wat hom vir diens kragtens (a) aanmeld, die koste van een enkelreis-spoorwegkaartjie, tweede klas, vir die reis wat aldus onderneem is, terugbetaal.

- (iii) In the event of a dispute in the incentive bonus rate and failing an arrangement being come to in settlement between the parties, the matter shall forthwith be referred by one or both of the aggrieved parties to the Industrial Council.
- (iv) Pending an arrangement being come to regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Industrial Council in terms of (iii) the employee shall proceed with the job in accordance with the incentive bonus rate allowed by the management. Any adjustment determined upon by the Council in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.
- (v) Time during which an employee is abnormally prevented from proceeding with his work, shall, if the employee is required to stand by, be paid for at “time” rates with Agreement conditions in respect of overtime and night shift when applicable. Time during which an employee is standing by shall not be taken into account in calculating bonus earnings.
- (vi) No payment shall be made for delays which are normal in the establishment concerned, and which have been considered when fixing the time allowance.
- (vii) No rate agreed upon between an employer and employee shall be considered to be satisfactory if such rate does not enable an average employee employed on incentive bonus system to earn not less than 15 per cent above the basic rate herein laid down for the occupation concerned.
- (viii) In all cases the employee shall be guaranteed “Time rate” wages irrespective of earnings for the hours worked.
- (ix) An employee engaged on an incentive bonus system shall be paid on the normal pay day of each week.
- (x) No incentive bonus rates or basis times once established may be altered except for the following reasons:—
 - (1) A mistake in the calculation of either side; or
 - (2) the material, means or method of production or the quantities are changed; or
 - (3) a mutual arrangement has been come to between the employer and the employee in the same way as a new price is arranged.
- (xi) The Industrial Council may, for any reason which it deems fit, prohibit an establishment from working under an incentive bonus system.

10. ALLOWANCES.

(1) *Travelling and Subsistence Allowances.*—(a) Where work is done away from the employer's establishment or the employee's usual working place, necessitating travelling, the employees sent to do such work shall be provided with second class rail accommodation except over suburban lines, when the accommodation shall be first class, or suitable transport to and from the job; provided that this sub-section shall not apply to employees in the electrical contracting section of the industry, the nature of whose work requires the possession of a wireman's licence in terms of Act No. 20 of 1939, unless the distance from the employers' place of business to the job is more than 5 miles.

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

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

(d) For the purpose of this section, Sunday shall be considered to be an ordinary working day.

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

- (i) in the event of the employer no longer requiring the services of the employee on the job in question, but being prepared to employ the same employee on another job at a different place, the employer shall—
 - (a) advise the employee in writing that further employment is available at a different place;
 - (b) at the completion of one month of employment or completion of the job, whichever is the sooner, refund to an employee presenting himself for employment in terms of (a) the cost of one single second class rail accommodation for the journey so undertaken.

- (ii) In die geval van 'n werknemer wat versuim om kennis kragtens (a) te gee, maar die werknemer tog binne 'n tydperk van een maand op 'n ander plek in diens neem, is die werknemer geregtig tot die terugbetaling voorgeskryf in (b).

(2) *Lykhuistoelae*.—Wanneer 'n werknemer werk in 'n lykhuis of 'n koelkamer in verband met 'n lykbesorger se inrigting verrig, mits so 'n lykhuis of koelkamer vir sy normale doel gebruik word, is hy geregtig tot 'n bedrag van 10s. ten opsigte van elke inrigting waarin hy werk bo en behalwe ander besoldiging waartoe hy ingevolge die bepalings van hierdie Ooreenkoms geregtig is, met dien verstande egter dat wanneer dit vir die uitvoering van sy werk nodig is om op dieselfde dag waarop die werk begin is, na 'n inrigting terug te keer, hy tot geen verdere toelae ten opsigte van so 'n tweede besoek geregtig is nie.

11. DIENSBEEÏNDIGING.

(1) Die werkgever of die werknemer moet minstens een volle werkdag kennis van beëindiging van die dienskontrak gee; met dien verstande dat dit nie—

- (a) op 'n werkgever of 'n werknemer se reg om die dienskontrak sonder voorafgaande kennisgewing te beëindig weens 'n wetlik erkende goeie rede, inbreuk maak nie;
- (b) 'n ooreenkoms tussen 'n werkgever en werknemer wat voorsiening maak vir kennisgewings vir 'n langer tyd as een volle werkdag inbreuk maak nie, en voorts met dien verstande dat 'n werkgever 'n werknemer loon kan uitbetaal vir en in plaas van die tyd van kennisgewing volgens voorskrif of ooreenkoms.

(2) Vir die toepassing van hierdie artikel, word Saterdag nie as 'n volle werkdag beskou nie. Kennis van beëindiging van 'n dienskontrak by stakingstyd op Saterdag, moet voor twaalfuur middag op Vrydag gegee word.

12. BESOLDIGING GEDURENDE VERLOF EN WERKLOOSHEID.

Behalwe soos elders bepaal, is die volgende voorwaardes van toepassing:—

- (1) Behalwe soos bepaal in subartikel (2) van hierdie artikel, moet verlofbetalings wat in hierdie artikel voorgeskryf word, bereken word teen die kontrakloonskaal waarteen die werknemer op die datum van kwalifisering besoldig word, behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, wie se verlofbetalings bereken word volgens die gemiddelde weeklikse verdienste, sonder oortyd, oor die laaste drie maande wat werklik gewerk is voor die verlof verskuldig geword het, of, oor die weke wat werklik gedurende die tydperk van diens gewerk is, nl. die kortste van die twee.

- (2) Wanneer 'n werknemer nie op Goeie-Vrydag, Gelofte-dag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag besoldig teen minstens sy gewone skaal van besoldiging asof hy op daardie dag sy gewone gemiddelde werke vir daardie dag van die week gewerk het; met dien verstande dat wanneer Gelofte-dag, Kersdag of Nuwejaarsdag op 'n Saterdag val 'n werknemer wat nie op daardie dag werk besoldig moet word teen sy gewone uurloon vir die getal ure wat aan hom betaalbaar sou gewees het as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en voorts met dien verstande dat hierdie subartikel nie van toepassing is op 'n werknemer wat met verlof met besoldiging kragtens subartikel (3) van hierdie artikel is nie. Vir die toepassing van hierdie subartikel is die gewone uurloon van werknemers wat volgens die aansporingsbonusstelsel werk, die skaal wat vir die klas werk wat verrig word in hierdie Ooreenkoms voorgeskryf word.

- (3) Elke werknemer is kragtens hierdie Ooreenkoms geregtig tot drie agtereenvolgende weke verlof met besoldiging, behoudens die volgende voorwaardes:—

- (a) Die kwalifikasie vir sodanige verlof is 292 skofte (hetsy vir een of meer werkgevers gewerk), sonder oortyd, wat werklik gewerk is op die basis van 'n sesdag werkweek, of 243 skofte, sonder oortyd, wat werklik gewerk is op 'n basis van 'n vyfdag week; met dien verstande dat—

- (i) behoudens subparagraaf (ii) hiervan diens vir minder as 30 skofte op die basis van 'n sesdag werkweek of 25 skofte op die basis van 'n vyfdag werkweek, na gelang van die geval, by dieselfde werkgever, nie vir verlofdoeleindes gereken word nie; met dien verstande dat 'n werknemer wie se dienste tydelik opgeskort word na voltooiing van 18 skofte op die basis van 'n sesdag werkweek of 15 skofte op die basis van 'n vyfdag werkweek, na gelang van die geval, vir verlofdoeleindes gekrediteer moet word met die getal skofte wat hy werklik gewerk het;

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

(2) *Mortuary Allowance*.—When an employee performs work in a mortuary or cold chamber attached to an undertaker's establishment, provided that such mortuary or cold chamber is being used for its normal purpose, he shall be entitled, in addition to any other remuneration to which he is entitled in terms of this Agreement, to an amount of 10s. in respect of each establishment worked in, provided however, that when the execution of his work requires him to return to any establishment on the same day as the work was commenced, he shall not be entitled to any further allowance in respect of such return visit.

11. TERMINATION OF EMPLOYMENT.

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

- (a) 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;
- (b) any agreement between an employer and an employee providing for a longer period of notice than one clear working day;

and further provided that an employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

(2) For the purpose of this section, Saturday shall not be considered as a clear working day. Notice of termination of a contract of service at finishing time on Saturday shall be given prior to midday on Friday.

12. HOLIDAY AND UNEMPLOYMENT PAY.

Save as elsewhere provided, the following conditions shall apply—

- (1) Subject to sub-section (2) of this section, holiday payments provided for in this section shall be computed at the contract rate of pay of which the employee is in receipt at the date of qualification, except in the case of employees employed on incentive bonus work, whose holiday pay shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked prior to the holiday becoming due, or, whichever is the lesser, for the weeks actually worked during the period of employment.

- (2) If an employee does not work on Good Friday, The Day of the Covenant, Christmas Day, or New Year's Day, his employer shall pay him in respect of such days remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week, provided that whenever the Day of the Covenant, Christmas Day or New Year's Day fall on a Saturday an employee who does not work on such day shall be paid at his ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period Monday to Friday inclusive, and provided further that this sub-section shall not apply to an employee who is on paid holiday in terms of sub-section 3 of this section for purposes of this sub-section, the ordinary hourly rate of employees employed on incentive bonus work shall be the rate specified in this Agreement for the class of work being performed.

- (3) Each employee shall be entitled under this Agreement, to three consecutive week's paid-holiday, subject to the following conditions—

- (a) The qualifications for such holiday shall be 292 shifts (whether worked for one or more employers), exclusive of overtime, actually worked on a six-day working week basis, or 243 shifts, exclusive of overtime, actually worked, on a five-day week basis; provided that—

- (i) subject to sub-paragraph (ii) hereof, employment for less than 30 shifts on a six working day week basis, or 25 shifts on a five working day week basis, as the case may be with the same employer shall not count for leave purposes; provided that an employee who is laid off after working 18 shifts on a six working day week basis or 15 shifts on a five working day week basis, as the case may be, shall be credited for leave purposes, with the number of shifts actually worked;

- (ii) wanneer 'n werknemer se diens by dieselfde werk-gewer onderbreek word soos in (i) hiervan bepaal, en hy vir dieselfde werk-gewer werk hervat, moet hy vir verlofdoeleindes gekrediteer word met die totale getal skofte wat by daardie werk-gewer gewerk is, mits hy nie intussen vir 'n ander werk-gewer gewerk nie;
- (iii) elke tydperk van afwesigheid weens siekte van altesame hoogstens 52 skofte, na gelang van die geval, in 'n jaar diens, tel vir verlofdoeleindes; met dien verstande dat 'n werk-gewer geregtig is om van die werknemer te vereis om, as bewys van die oorsaak van afwesigheid, 'n doktersertifikaat voor te lê. Tydperke van afwesigheid weens 'n ongeval wat ontstaan uit en in die loop van die werknemer se diens, tel vir verlofdoeleindes; mits erken word dat die bepaling van die Ongevallewet op die ongeval van toepassing is en die tydperke van afwesigheid wat vir verlofdoeleindes tel, is die tydperke van onbekwaamheid wat in genoemde Wet erken word;
- (iv) elke werknemer wat van sy werk wegbly sonder goeie redes wat vir sy werk-gewer aanneemlik is, verbeur ten opsigte van elke skof of werkdag wat hy deur sodanige afwesigheid verloor, vyf skofte wat vir verlofdoeleindes gewerk is, met 'n maksimum strafafrekening van 30 skofte in enige kwalifiseringstydperk vir verlof met besoldiging; met dien verstande dat die werk-gewer binne sewe dae na daardie afwesigheid die Raad skriftelik van daardie afwesigheid in kennis moet stel;
- (v) tye van afwesigheid met die ekstra week verlof of ophopings daarvan waarvoor voorsiening in subartikel (9) van hierdie artikel gemaak word, tel vir die verlofkwalifikasie tot die getal skofte wat die betrokke werknemer onder gewone omstandighede gedurende daardie tye sou gewerk het.
- (b) Die verlof moet vier naweke insluit en vir 'n ononderbroke tydperk wees.
- (c) Wanneer Goeie-Vrydag, Gelofte-dag, Kersdag, Nuwejaarsdag binne die tydperk van die verlof val, moet die tydperk met een dag met volle besoldiging vir elkeen van daardie dae verleng word.
- (d) 'n Werknemer moet binne een maand voor die datum waarop hy tot verlof geregtig is, aansoek om verlof doen.
- (e) Die verlof moet deur die werk-gewer so toegestaan word dat dit begin binne 'n tydperk van vier maande na datum waarop dit die werknemer toekom.
- (f) 'n Werknemer is geregtig tot verlof en moet dit neem binne 'n tydperk van vier maande na die datum waarop dit hom toekom, tensy die Raad vrystelling verleen.
- (g) Geen werknemer mag gedurende die tydperk van sy verlof werk vir vergoeding doen nie.
- (4) (a) Wanneer 'n werknemer op die punt staan om sy verlof te neem, moet die geld wat aan hom betaalbaar is vir die doeleindes van daardie verlof in kontant deur sy werk-gewer aan hom betaal word wanneer hy met sy werk ophou om met verlof te gaan.
- (b) Die werk-gewer moet op dieselfde tyd wanneer hy die betalings genoem in (a) doen, aan die Raad 'n verlofkwalifikasiebewys stuur in 'n vorm wat vir die Raad aanneemlik is en wat voorsien is van die werknemer se handtekening wat bewys van ontvangs van die betaling.
- (5) Wanneer 'n werknemer se diens eindig voordat hy geregtig is tot verlof met besoldiging kragtens subartikel (3) van hierdie artikel, moet hy gekrediteer word met die eweredige getal skofte. Die werk-gewer moet aan die werknemer by verlaten van sy diens 'n bewys uitreik wat die getal skofte vermeld, wat vir verlofdoeleindes tel en onmiddellik die geldwaarde van die verlof waartoe die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.
- (6) (a) Wanneer die tydperk van werkloosheid tussen die een diens en die ander meer as ses dae bedra, is 'n werknemer wat sy bewys by die Nywerheidsraad indien, gedurende elke week van sy werkloosheid geregtig tot betaling uit die bedrag waarmee hy gekrediteer staan van 'n bedrag van minstens £2, of, die bedrag waarmee hy gekrediteer staan, nl. die laagste van die twee, maar hoogstens die helfte van die besoldiging op die skaal wat hy ontvang het toe die werkloosheid begin het, nl. die grootste van die twee, tot tyd en wyl die krediet wat op die bewys of bewyse getoon word, uitgeput is. Ingeval die werknemer weer werk kry voordat daardie krediet uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word wat ooreenkomstig bostaande bepalinge vir hom beskikbaar moet wees wanneer hy of vir sy volgende verlof kwalifiseer of vir langer as ses dae werkloos word.
- (ii) where an employee's service with the same employer is broken in terms of (i) hereof, and he resumes work for the same employer, he shall be credited for holiday leave purposes with the total number of shifts worked with such employer, provided that he does not work for another employer in the interim;
- (iii) any period of absence on account of sickness aggregating not more than 52 shifts as the case may be in any one year of service shall count for holiday purposes provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of the 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 holiday purposes, provided that such accident has been admitted as falling within the provisions of the Workman's Compensation Act, and the periods of absence counting for holiday purposes shall be the periods of disablement admitted by the said Act;
- (iv) any employee who absents himself from work without adequate reasons satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit 5 shifts worked towards his holiday qualification, with a maximum penalty of 30 shifts in any one qualifying period for paid leave, provided that notification of such absence shall be made by the employer in writing to the Council within seven days of such absence;
- (v) periods of absence on the additional week's leave or accumulations thereof provided for in sub-section (9) of this section shall count for holiday qualification purposes to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.
- (b) The holiday shall include four weekends and be for one unbroken period.
- (c) Should Good Friday, or the Day of the Covenant or Christmas Day or New Year's Day fall within the periods of the holiday, such period shall be extended by one day with full pay for each such day.
- (d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.
- (e) The holiday shall be granted by the employer so as to commence within a period of four months of due date.
- (f) An employee shall be entitled to and take his holiday within a period of four months from due date, unless exemption be granted by the Council.
- (g) No employee shall engage in any employment for gain during the period of his holiday.
- (4) (a) When an employee is about to take his leave the moneys payable to him for the purpose of such leave shall be paid to him in cash by his employer on his ceasing to work to go on holiday.
- (b) The employer shall at the time of making the payments referred to in (a) forward to the Council a holiday receipt voucher drawn up in a form acceptable to the Council and containing the employee's signature, as receipt for the payment.
- (5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of sub-section (3) of this section, he shall be credited with the proportionate number of shifts. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts which count for holiday purposes, and immediately forward to the Secretary of the Council, the money equivalent of the holiday to which the employee is so entitled.
- (6) (a) Where the period of unemployment between one engagement and another is more than 6 days, an employee on presenting his voucher to the Industrial Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum of not less than £2 or the amount standing to his credit whichever is the lesser but not exceeding half pay at the rate he was receiving when unemployment started whichever is the greater until such time as the credit indicated on the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted, the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions either when he next qualifies for leave or becomes unemployed for a period of longer than six days.

- (b) Elke werknemer wat aanspraak maak op betaling en betaling ontvang kragtens paragraaf (a) van hierdie subartikel, begin, wanneer hy verder werk in die nywerheid kry, om vir verlof te kwalifiseer vanaf die datum van daardie werk; met dien verstande dat wanneer daar 'n onopgeëiste balans is waarmee kragtens hierdie artikel geregtig is om gekrediteer te word, hy met die verlofkwivalent van daardie balans gekrediteer moet word.
- (7) Wanneer 'n werknemer sterf, of in die loop van sy werk onbekwaam word om verder sy bedryf uit te oefen, moet die bedrag wat aan hom verskuldig is ten opsigte van verlofbetaling, aan sy boedel, of, aan hom, na gelang van die geval, betaal word.
- (8) (a) Na verloop van minstens 49 weke na die datum waarop die dienstydperk wat deur die bewys gedek word, begin het, is 'n werknemer aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is en wat bevredigende bewys lewer dat hy nie langer in die nywerheid in diens is nie, op vertoon van die bewys aan die Raad, behoudens paragraaf (b) van hierdie subartikel, geregtig tot betaling van elke onbetaalde balans waarmee hy in die boeke van die Raad gekrediteer staan.
- (b) Alle bewyse wat kragtens subartikel (5) van hierdie artikel aan 'n werknemer uitgereik word, is geldig vir twee jaar van die datum van die laaste skof deur die werknemer gewerk, en bedrae tot krediet van 'n werknemer in die boeke van die Raad kom die Raad se fondse toe by verstryking van dié tydperk; met dien verstande egter dat die Raad alle eise moet ondersoek wat deur die werknemer na verstryking van die tydperk ingedien word, en dat die Raad na goeddunke 'n *ex gratia* betaling uit die fondse van die Raad doen aan werknemers hierin genoem, kan doen.
- (9) (a) 'n Werknemer wat die volgende maal wat hy vir verlof met besoldiging kragtens subartikel (3) van hierdie artikel kwalifiseer, minstens 12 jaar diens by dieselfde werkgever voltooi het, is elke jaar as dit vir die werkgever gerieflik is en terwyl hy nog by dieselfde werkgever in diens is, geregtig tot 'n ekstra week verlof met besoldiging of die gelyke waarde daarvan; met dien verstande dat hy onderlinge ooreenkoms tussen die werkgever en werknemer—
- (i) die verlof met besoldiging wat in subartikel (3) van hierdie artikel genoem word, met 'n ekstra week verleng kan word; of
- (ii) die ekstra week verlof van die kwalifiseerjaar uitgestel kan word en kan oploop tot drie van daardie ekstra weke verlof met besoldiging.
- (b) Wanneer die werkgever en werknemer ooreenkom soos voorgeskryf in paragraaf (a) (ii) en die werknemer vir drie van daardie ekstra weke verlof met besoldiging (hierna genoem „die opgehoopte verlof”), gekwalifiseer het, moet die werkgever die opgehoopte verlof toestaan, en die werknemer moet dit neem, wanneer die verlof met besoldiging, soos voorgeskryf in subartikel (3) van hierdie artikel, aan hom toegestaan en deur hom geneem word, tensy, soos gedoen kan word, die werkgever en werknemer ooreenkom dat die opgehoopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever in iedere geval die werknemer die geleentheid moet gee om die opgehoopte verlof te neem in die tydperk voordat hy vir sy eersvolgende verlof met besoldiging kwalifiseer, en dat, as die werknemer in gebreke bly om die opgehoopte verlof in daardie tydperk te neem, hy sy reg daarop verloor.
- (c) By beëindiging van die diens van 'n werknemer wat geregtig geword het tot die gelyke waarde van die ekstra verlof met besoldiging soos in hierdie subartikel voorgeskryf, maar dit nog nie ontvang het nie, moet hy by die beëindiging van sy diens betaling ontvang vir dié ekstra verlof met besoldiging waarvoor hy gekwalifiseer het, maar wat hy nog nie ontvang het nie.
- (10) Behoudens soos andersins hierin bepaal, word dit vir die toepassing van hierdie artikel beskou dat diens op die datum begin waarop 'n werknemer by die werkgever in diens tree, of die datum waarop hy laas tot vakansieverlof geregtig geword het, nl. die laaste datum, en dit sluit in elke tydperk waarin 'n werknemer vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan.
- (11) Die Raad kan met elke ander nywerheid wederkerige reëlings tref vir uitwisseling van verlofbewyse ten bate van die werknemer wat die nywerheid verlaat.
- (b) Any employee claiming and receiving payment in terms of paragraph (a) of this sub-section shall, on obtaining further employment in the industry, commence to qualify for leave as from the date of such employment provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this section, the leave equivalent of such balance shall be credited to him.
- (7) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade the amount which is due in respect of holiday pay shall be payable to his estate or himself as the case may be.
- (8) (a) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of sub-section (5) of this section and who produces satisfactory proof that he is no longer employed in the industry shall be entitled [subject to paragraph (b) of this sub-section] on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.
- (b) Any voucher issued to an employee in terms of sub-section (5) of this section shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council. Provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payments from the funds of the Council to such employees as are referred to herein.
- (9) (a) An employee who, when he next qualifies for a paid holiday in terms of sub-section (3) of this section, has completed not less than 12 year's service with the same employer shall be entitled each year at the employer's convenience whilst employed by the same employer to an extra week's paid holiday or the equivalent value thereof, provided that by mutual arrangement between employer and employee—
- (i) the paid holiday referred to in sub-section (3) of this section may be extended by an extra week; or
- (ii) the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.
- (b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as “the accumulated leave”) the employer shall grant the employee and the employee shall take the accumulated leave when he is given and takes the paid holiday provided for in sub-section (3) of this section, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for a paid holiday, and if the employee fails to take the accumulated leave within such period his title thereto will cease.
- (c) Whenever the employment of an employee who has become entitled to, but has not yet received the equivalent value of the additional paid leave provided for in this sub-section, terminates, he shall be paid upon his employment so terminating, for such extra paid leave as he has qualified for and not received.
- (10) Save as is otherwise provided herein employment for purposes of this section shall be deemed to commence from the date on which an employee enters the employer's service or the date on which he last became entitled to holiday leave whichever is the later, and includes any period in which an employee undergoes peace training under the South Africa Defence Act, 1912.
- (11) The Council may make reciprocal arrangements with any other industry for the interchange of leave vouchers to the benefit of the employee leaving the Industry.

13. VERLOF EN SPESIALE BONUS.

(1) *Spesiale bonus.*—Hierdie artikel is nie van toepassing op vakleerlinge, werknemers wie se voorgeskrewe tariewe 8, 9, 10 11 en/of 12 is en op wage nie.

13. HOLIDAY AND SPECIAL BONUS.

(1) *Special Bonus.*—This section shall not apply to Apprentices, any employees whose scheduled rate is Rate 8, 9, 10, 11 and/or 12 and watchmen.

(2) Wanneer 'n werknemer op wie hierdie artikel van toepassing is, sy verlofbesoldiging ingevolge artikel 12 van Deel I van hierdie Ooreenkoms ontvang, moet daar terselfdertyd 'n bonus soos volg aan hom betaal word:—

Klas.	Bonus betaalbaar.
KLAS A. Werknemers wie se minimum loonskaal soos gespesifiseer in hierdie Ooreenkoms op die datum van kwalifisering vir hulle verlof met besoldiging, gelyk is aan 2s. 3d. per uur of meer	'n Verlofbonus van £32. 10s. per jaar <i>pro rata</i> bereken volgens die verlofkwalifikasie ingevolge artikel 12 (3) van hierdie Ooreenkoms.
KLAS B. Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, werknemers in diens vir werk geklassifiseer onder tariewe 8 tot en met 11, arbeiders en/of wagte)	'n Bedrag bereken teen die tarief van 8 persent van die werknemer se minimum tarief vir sy bedryf op die lys in hierdie Ooreenkoms, vir die ure, uitgesonderd oortydwerk, wat hy werklik gewerk het na die datum waarop hy laas vir vakansieverlof gekwalifiseer het, of die datum van sy indienneming, nl. die laatste datum.

„Verlofkwalifikasies” is die kwalifikasie vir die verlof met besoldiging in artikel 12 van die Ooreenkoms voorgeskryf.

(3) Wanneer die diens van 'n werknemer beëindig word voordat hy geregtig word tot verlof met besoldiging ingevolge die bepalings van artikel 12 van die Ooreenkoms, moet die werknemer met 'n deel van die bonus, vir sy klas gespesifiseer, gekrediteer word eweredig met die aantal skofte waarmee hy vir verlofdoeleindes gekrediteer word. Die werkgever moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word, waarop die aantal skofte wat vir verlofdoeleindes tel, uiteengesit word, en onmiddellik die geldekwivalent van die bonus aan die Sekretaris van die Raad stuur tesame met die geldekwivalent van die tegoed aan verlof met besoldiging.

(4) Wanneer die bonus ingevolge die bepalings van subartikel (3) aan die Raad gestuur word, is die bepalings van subartikels (7) en (8) van artikel 12 van die Ooreenkoms met betrekking tot die geldekwivalent van die tegoed aan verlof met besoldiging *mutatis mutandis* van toepassing.

14. INDIENSNEMING VAN LEERLINGE.

(1) (a) Geen werkgever mag 'n leerling in diens neem voordat hy die goedkeuring van die Raad vooraf verkry het nie, asook 'n sertifikaat van die Raad in die vorm wat hy voorskryf.

(b) Goedkeuring wat kragtens (a) hiervan verleen word, kan deur die Raad om enige goeie en voldoende rede, wat hy goedvind ingetrek word, en die werkgever moet by ontvangs van so 'n kennisgewing van die Raad, onmiddellik afsien van die dienste van die leerling op wie die kennisgewing betrekking het, of die leerling se dienste behou teen die volle loon wat vir die betrokke werk voorgeskryf word.

(c) As goedkeuring kragtens (b) hiervan ingetrek word, moet die werknemer onmiddellik die sertifikaat vir kansellering aan die Raad terugstuur.

(d) Geen werkgever mag na 'n maand na die datum van inwerkingtreding van hierdie Ooreenkoms 'n persoon in diens neem vir werk wat onder tarief 1 geklassifiseer is behalwe 'n werknemer wat sy vakleerlingskap volgens kontrak ingevolge die Wet op Vakleerlinge of volgens 'n ander kontrak wat deur die Raad erken word in enigeen van die klasse werk onder tarief 1 gespesifiseer, voltooi het nie, tensy so 'n werknemer in besit is van 'n sertifikaat wat deur die Raad erken word of uitgereik is, wat hom in staat stel om as 'n vakman in diens geneem te word; met dien verstande dat 'n werknemer die reg het om by die Raad aansoek te doen om 'n sertifikaat wat hom in staat stel om as 'n vakman in diens geneem te word, en daarna kan hy, as so 'n sertifikaat aan hom toegestaan is, vir die werk onder tarief 1 geklassifiseer wat op sy sertifikaat verskyn, in diens geneem word.

(e) Geen leerling mag aansporingsbonuswerk verrig nie.

(f) 'n Werkgever wat 'n leerlingingenieur in diens wil neem, kan dit slegs met die voorafverkreë toestemming van die Raad doen, en die bepalings van (1) hiervan is nie op leerlingingenieurs van toepassing nie.

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

Geen werkgever mag 'n persoon onder die ouderdom van vyftien jaar in diens neem nie.

16. BUITEWERK.

(1) Geen werkgever kan van sy werknemers vereis, of hulle toelaat om elektrotegniese werk, met inbegrip van herstelwerk, elders as in sy inrigting te onderneem nie, behalwe wanneer daardie werk vir uitvoering of voltooiing van 'n bestelling wat by daardie werkgever geplaas is, verrig moet word.

(2) Whenever any employee to whom this section applies, is paid his holiday leave pay in terms of Section 12 of Part I of this Agreement, he shall, at the same time, be paid bonus as follows:—

Class.	Bonus Payable.
CLASS A. Employees whose minimum rate as specified in this Agreement at date of qualification for their paid holiday is the equivalent of 2s. 3d. per hour or more	A holiday Bonus of £32. 10s. per annum calculated <i>pro rata</i> to the holiday qualification in terms of Section 12 (3) of this Agreement.
CLASS B. All other employees not included in Class A hereof (other than apprentices, any category of Rates 8, 9, 10 and 11 work, labourers and/or watchmen)	An amount calculated at the rate of 8 per cent of the employee's basic minimum rate for his occupation scheduled in this agreement for the hours he has actually worked, exclusive of overtime, after the date on which he last qualified for holiday leave or the date of his engagement, whichever is the later.

“Holiday qualifications” shall be the qualification for the paid holiday prescribed in section 12 of the Agreement.

(3) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of section 12 of the Agreement the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts credited to him for holiday purposes. The employee shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts which count for holiday purposes and immediately forward the money equivalent of the bonus to the Secretary of the Council along with the money equivalent of the paid holiday entitlement.

(4) Whenever the bonus is remitted to the Council in terms of sub-section (2), the provisions of sub-sections (7) and (8) of section 12 of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

14. EMPLOYMENT OF LEARNERS.

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

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

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

(d) No employer shall after one month from the date of coming into operation of this Agreement employ any person on work classified at Rate 1 other than an employee who has completed his apprenticeship under a contract in terms of the Apprenticeship Act or any other contract recognised by the Council in any one of the classes of work specified under Rate 1, unless such employee is in possession of a certificate recognised or issued by the Council enabling him to be employed as a journeyman; provided that an employee shall be entitled to apply to the Council for a certificate enabling him to be employed as a journeyman, and he may, if granted such certificate, be employed thereafter on the work classified at Rate 1 appearing in his certificate.

(e) No learner may be engaged on incentive bonus work.

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

15. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

16. OUTWORK.

(1) No employer shall require or allow any of his employees to undertake any electrical work, including repairing elsewhere than in his establishment except when such work is in execution or completion of any order placed with such employer.

(2) Geen werknemer mag vir eie rekening vir verkoop en/of vir wins en/of ten behoeve van 'n ander persoon of firma, elektrotegniese werk met inbegrip van herstelwerk, werf of bestellings daarvoor aanneem of onderneem terwyl hy by 'n werkgever wat die nywerheid uitoefen, in diens is nie.

17. VRYSTELLINGS.

(1) Die Raad kan aan werkgevers of werknemers, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen. Versoeke om vrystelling moet aan die Sekretaris van die Raad gerig word; met dien verstande dat geen vrystelling van paragraaf 1 van subartikel (7) van artikel 4 van hierdie Ooreenkoms verleen mag word aan of ten opsigte van 'n vroulike werknemer wat handarbeid doen nie, behalwe vir die doel om werk te verrig wat deur 'n noodgeval genoodsaak word.

(2) Die Raad moet die voorwaardes waarop daardie vrystelling verleen word, vasstel; met dien verstande dat die Raad na goeddunke en nadat een week skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingstifikaat kan herroep, selfs al het die termyn waarvoor daardie vrystelling verleen is, nie verstryk nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n behoorlik ondertekende lisensie laat uitreik wat vermeld—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop daardie vrystelling verleen word;
- (d) die termyn waarvoor die vrystelling van krag is.

(4) Die Raad moet—

- (a) alle lisensies wat uitgereik word, in volgorde nommer;
- (b) van elke lisensie wat uitgereik word 'n afskrif hou en van elke lisensie wat uitgereik word 'n afskrif stuur aan die Afdelingsinspekteur van Arbeid, Durban;
- (c) 'n afskrif van die sertifikaat aan die betrokke werkgever stuur wanneer die vrystelling aan 'n werknemer verleen word.

18. INDIENSNEMING VAN VAKVERENIGINGARBEIDERS.

(1) Geen werknemer wat nie lid van die vakvereniging is nie, mag deur 'n werkgever wat lid van een van die werkgevers-organisasies is, in diens geneem word nie en geen werknemer wat lid van die vakvereniging is, mag vir 'n werkgever wat nie lid van een van die werkgeversorganisasies is nie, werk nie; met dien verstande dat die toepassing van hierdie klousule in sy bestek beperk is tot—

- (a) werknemers wat werk verrig wat onder tarief 1 in hierdie Ooreenkoms genoem word, en wat vir lidmaatskap van die vakvereniging in aanmerking kom;
- (b) ander werknemers vir wie in die Ooreenkoms 'n loon van 2s. 3d. en meer per uur voorgeskryf word, as daardie werknemers vir 'n tydperk van minstens ses maande in die nywerheid in diens was en vir lidmaatskap van die vakvereniging ooreenkomstig sy konstitusie in aanmerking kom.

(2) Die bepalings van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie op 'n immigrant van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die nywerheid weer om op uitnodiging van die vakvereniging aansoek om lidmaatskap daarvan te doen, die bepalings van hierdie artikel onmiddellik van toepassing word.

(3) Die Raad kan weens 'n goeie en voldoende rede vrystelling van die bepalings van subartikel (1) verleen en voorts is die genoemde subartikel nie van toepassing nie op persone wat na die mening van die Raad, sonder redelike oorsaak lidmaatskap van 'n party by hierdie Ooreenkoms geweier is en die aansoeker die Raad in kennis gestel het van die weiering.

19. WERKENDE VENNOTE.

Alle werkende vennote en/of werkgevers in die nywerheid moet die erkende reëls soos vir werknemers in hierdie Ooreenkoms voorgeskryf, nakom.

20. GETALVERHOUDING VAN ELEKTRISIËNS TOT WERKSMANNE.

(1) 'n Werkgever moet twee gekwalifiseerde elektrisiëns in diens hê wat nie die eienaars en/of vennote is nie voordat hy 'n werksman in diens neem.

(2) Vir die toepassing van hierdie artikel word 'n werkgever en/of eienaar en/of vennoot nie as 'n werknemer beskou nie.

21. TOEPASSING VAN OOREENKOMS.

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

22. VERTONING VAN KENNISGEWINGS.

(1) Elke werkgever moet op die plek waar sy werknemers werk, 'n leesbare afskrif van hierdie Ooreenkoms in beide offisiële tale vertoon en vertoon hou.

(2) Elke werkgever moet op 'n plek in sy inrigting, maklik toeganklik vir sy werknemers, 'n kennisgewing vertoon hou wat die begintye en stakingsye vir werk vir elke skof of skofte vir die week, asook die etensure, toon.

23. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms. 'n Agent het die reg om 'n inrigting te betree en om die werkgevers of werknemers te ondervra en aantekeninge van lone wat betaal is, tyd wat gewerk is en betalings wat gedoen is vir oortyd en aansporingsbonuswerk na te sien met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word of nie.

(2) No employee shall solicit or take orders for or undertake electrical work, including repairing on his own account for sale and/or for gain and/or on behalf of any other person or firm whilst in the service of an employer engaged in the Industry.

17. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to any employer or employee. Application for exemption shall be made to the Secretary of the Industrial Council: Provided that no exemption from paragraph (1) of sub-section (7) of section 4 of this Agreement shall be granted to, or in respect of any female employee engaged on manual work except for the purpose of performing work which is necessitated by an emergency.

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

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

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

(4) The Council shall cause—

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

18. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employee who is not a member of the trade union shall be employed by an employer who is a member of one of the employers' organisations and no employee who is a member of the trade union shall work for an employer who is not a member of one of the employers' organisations; provided that the application of this clause shall be limited in its scope to—

- (a) employees performing work scheduled in this Agreement at rate 1, who are eligible for membership of the trade union, and
- (b) other employees for whom a rate of 2s. 3d. per hour and more is prescribed in the Agreement, if such employees have been employed in the Industry for a period of not less than six months and are eligible for membership of the trade union in accordance with its constitution.

(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 his employment in the Industry refused any invitation from the trade union to apply for membership thereof, the provisions of this section shall immediately come into operation.

(3) The Council may grant exemption from the provisions of sub-section (1) for any good and sufficient reason and further, the said sub-section shall not apply to persons who are in the opinion of the Council refused membership of a party to this Agreement without reasonable cause and the applicant has reported such refusal to the Council.

19. WORKING PARTNERS.

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

20. PROPORTION OR RATIO OF ELECTRICIANS TO OPERATORS.

(1) An employer shall employ two qualified electricians who shall not be the owners and/or partners before he shall employ any operator.

(2) For the purpose of this section an employer and/or owner and/or partner shall not be considered as employees.

21. ADMINISTRATION OF AGREEMENT.

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

22. EXHIBITION OF NOTICES.

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

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

23. AGENTS.

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

24. KOS- EN HUISVESTING.

Van geen werknemer kan vereis word om as deel van sy dienskontrak van sy werkgever kos of huisvesting aan te neem, of van sy werkgever of van 'n ander peroon wat deur sy werkgever aangewys word, goedere te koop of eiendom te huur nie. Waar 'n werknemer instem om kos en huisvesting of albei van sy werkgever aan te neem, kan die werkgever—

- (i) in die geval van werknemers behalwe werknemers wat in diens geneem word vir werk wat onder tarief 12 geklassifiseer is, hoogstens agt sjielings per week aftrek waar kos en huisvesting verskaf word of hoogstens vyf sjielings per week vir slegs kos of drie sjielings per week vir slegs huisvesting; mits die huisvesting deur die Raad en die betrokke plaaslike owerheid goedgekeur is;
- (ii) in die geval van werknemers wat in diens geneem word vir werk wat onder tarief 12 geklassifiseer is, hoogstens ses sjielings per week aftrek waar kos en huisvesting verskaf word of hoogstens drie sjielings en ses pennies per week vir slegs kos of twee sjielings en ses pennies per week vir slegs huisvesting; mits sulke huisvesting deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

25. LEWENSKOSTETOELAES.

(1) (i) Elke werkgever moet aan elkeen van sy werknemers (uitgesonderd werknemers vir wie spesiale voorsiening in Deel II van hierdie Ooreenkoms gemaak is) benewens alle ander besoldiging waarop die werknemer reg het, 'n lewenskostetoelae as volg betaal:—

Klas.	Loongroep.	Toelae per week wanneer die indeks-syfer = 1405 is.	Aanpassings.
I	Bo £5 per week.....	£ s. d. 2 5 3	7d. vir elke volle 5 punte verandering in die indeks bo of onder 1405.
II	Bo £3. 10s. per week, maar hoogstens £5 per week	1 19 0	6d. vir elke volle 5 punte verandering in die indeks bo of onder 1405.
III	Bo £2 per week, maar hoogstens £3. 10s. per week	1 4 0	3d. vir elke volle 5 punte verandering in die indeks bo of onder 1405.
IV	£2 per week en minder	0 19 2	3d. vir elke volle 5 punte verandering in die indeks bo of onder 1405.

(ii) Die toelae wat ten opsigte van 'n week aan 'n werknemer betaalbaar is, moet in verhouding verminder word met die tydperk van afwesigheid van werk sonder die werkgever se toestemming, tensy daardie afwesigheid veroorsaak word deur siekte of onbekwaamheid wat binne die bepalings van die Ongevallewet val. In hierdie geval mag geen aftrekking ten opsigte van die eerste week van daardie afwesigheid gedoen word nie.

(iii) Elke werkgever van wie vereis word om 'n toelae te betaal ten opsigte van 'n tydperk van afwesigheid wat deur siekte veroorsaak word, kan van die werknemer vereis om ten opsigte van daardie afwesigheid 'n doktersertifikaat voor toe lê voordat betaling gedoen word.

(iv) Lewenskostetoelae is gedurende elke tydperk van jaarlikse verlof met besoldiging betaalbaar en elke werkgever moet gedurende die kwalifiseertydperk 'n eweredige deel daarvan betaal.

Wanneer 'n werknemer 'n werkgever verlaat, moet elke betrokke verlofkrediet 'n krediet insluit van die lewenskostetoelae wat ten opsigte van daardie gedeelte van die tydperk van jaarlikse verlof wat deur die vakansieverlofkrediet gedek word, betaalbaar is.

(v) (a) By elke volle 5 punte styging van die indeks-syfer bo 1405 moet die wekklike lewenskostetoelae in paragraaf (i) van hierdie subartikel voorgeskryf met die bedrae wat in daardie paragraaf genoem word, vermeerder word.

(b) In die geval van 'n daling in die prysindeks-syfer terwyl dit bo 1405 is, moet die wekklike lewenskostetoelae wat aan werknemers betaalbaar is, volgens dieselfde trappe as die vermeerderings ooreenkomstig paragraaf (a) en met die bedrae in paragraaf (i) gespesifiseer, ten opsigte van elke volle 5 punte daling van die indeks-syfer, verminder word.

(c) By elke volle 5 punte daling in die indeks-syfer onder 1405 moet die wekklike lewenskostetoelae in paragraaf (i) van hierdie subartikel voorgeskryf met die bedrae in daardie paragraaf gespesifiseer, verminder word.

(d) In die geval van 'n styging van die prysindeks-syfer terwyl dit onder 1405 is, moet die wekklike lewenskostetoelae wat aan werknemers betaalbaar is, volgens dieselfde trappe as die vermindering ooreenkomstig subparagraaf (c) en met die bedrae in paragraaf (i) ten opsigte van elke volle 5 punte styging van die indeks-syfer vermeerder word.

24. BOARD AND LODGING.

No employee shall be required, as part of his contract of service to board or lodge or both with his employer, or to purchase any goods or hire any property from his employer or any other persons specified by his employer. Where an employee agrees to accept board or lodging or both from his employer, the employer may—

- (i) in the case of employees other than employees employed on work classified at Rate 12, deduct not more than eight shillings per week when board and lodging is provided or not more than five shillings per week for board only or three shillings per week for lodging only; provided such lodging has been approved by the Council and the local authority concerned;
- (ii) in the case of employees employed on work classified at Rate 12 deduct not more than six shillings per week when board and lodging is provided or not more than three shillings and sixpence per week for board only or two shillings and sixpence per week for lodging only; provided that such lodging has been approved by the Council and the local authority concerned.

25. COST OF LIVING ALLOWANCES.

(1) (i) Every employer shall pay to each of his employees (other than employees for whom special provisions have been made in Part II of this Agreement) in addition to any other remuneration to which the employee is entitled, a cost of living allowance as follows:—

Class.	Wage Group.	Allowance per week when Index figure is 1405.	Adjustments.
I	Exceeding £5 per week	£ s. d. 2 5 3	7d. for each completed notch of 5 points variation in Index above or below 1405.
II	Exceeding £3. 10s. 0d. per week but not exceeding £5 per week	1 19 0	6d. for each completed notch 5 points variation in Index above or below 1405.
III	Exceeding £2 per week but not exceeding £3. 10s. 0d. per week	1 4 0	3d. for each completed notch of 5 points variation in the Index above or below 1405.
IV	£2 per week and under	0 19 2	3d. for each completed notch of 5 points variation in Index above or below 1405.

(ii) The allowance payable to an employee in respect of any week shall be reduced pro rata according to any period of absence from work without permission from his employer unless such absence is due to illness or a disablement falling within the provisions of the Workmen's Compensation Act, in which event no reduction shall be made in respect of the first week of such absence.

(iii) Any employer who is required to pay any allowances in respect of any period of absence due to illness may require the employee to produce a medical certificate in respect of such absence before payment is made.

(iv) Cost of living allowances shall be payable during any period of paid annual leave, each employer during the qualifying period paying a pro rata proportion thereof. When an employee leaves one employer, any holiday leave credit concerned shall include a credit of the cost of living allowance payable in respect of that portion of the period of annual leave covered by the holiday leave credit.

(v) (a) At every complete notch of 5 points rise in the index figure above 1405 the weekly cost of living allowance prescribed in paragraph (i) of this sub-section shall be increased by the amounts specified in that paragraph.

(b) In the case of a decrease in the price index while it is above 1405 the weekly cost of living allowance payable to employees shall be reduced at the same stages at which the increases took place in terms of sub-paragraph (a) by the amounts specified in paragraph (i) in respect of every complete notch of 5 points fall in the index.

(c) At every complete notch of 5 points fall in the index figure below 1405 the weekly cost of living allowance prescribed in paragraph (i) of this sub-section shall be decreased by the amounts specified in that paragraph.

(d) In the case of any increase in the price index while it is below 1405 the weekly cost of living allowance payable to employees shall be increased at the same stages at which decreases took place in terms of sub-paragraph (c) by the amounts specified in paragraph (i) in respect of every complete notch of 5 points rise in the index.

(2) Elke aanpassing op die skaal van lewenskostoelae wat volg op 'n verandering van die indeksstelsel moet met ingang van die eerste betaaldag in die maand wat volg op die publikasie van die Maandbulletin van Statistiek waarin daardie verandering verskyn, aangebring word.

(3) Die toelaes wat in subartikel (1) voorgeskryf word, moet op dieselfde tyd as wanneer die werknemer gewoonlik sy ander besoldiging ontvang, betaal word.

(4) „Indeksstelsel” beteken die beswaarde gemiddelde indeks met betrekking tot voedsel, brandstof, ligte, huur en diverse vir die nege vernaamste stedelike gebiede in die Unie van Suid-Afrika soos deur die Direkteur van Sensus en Statistiek vasgestel op die 1938-basis van 1,000 punte en in die Maandbulletin van Statistiek gepubliseer, met inagneming van die feit dat die grondslag van berekening van 1938 van 1,000 in 100 verander is.

(5) Ten einde vas te stel onder watter loongroep 'n werknemer gereken moet word, is die „uurtjydloon” soos vasgestel vir die klas werk van daardie werknemer, vermenigvuldig met 46, sy loon.

26. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree; en

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

(i) sy volle naam;

(ii) adres;

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

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

(ii) Elke werkgewer wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die nywerheid toetree moet insgelyks aansoek om 'n sertifikaat van registrasie doen en dit verkry soos bepaal in (i).

(iii) 'n Werkgewer wat versuim om hom kragtens hierdie artikel by die Raad te laat registreer, word beskou 'n inrigting te bestuur vir elektrotegniese aannemings- en/of installeer- en/of onderhoudswerk en/of bediening van elektriese uitrusting n.e.g. soos bepaal in die Bylae, Deel III, van hierdie Ooreenkoms.

(2) Wanneer die werkgewer 'n vennootskap is, moet, benewens die inligting ingevolge subartikel (1) van hierdie artikel, ook die naam waaronder die vennootskap werk, verstrek word.

27. UITGAWES VAN DIE RAAD.

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

(1) Elke werknemer en elke werkgewer moet ooreenkomstig die volgende skaal tot die Raadsfonds bydra:—

Klas.	KOLOM A.	KOLOM B.	KOLOM C.
	Loongroep.	Werk-nemers-bydraes.	Werk-gewers-bydraes.
		Per week.	Per week.
		s. d.	s. d.
I	Werknemers wie se voorgeskrewe loon 3s. 9d. per uur is.....	1 0	1 0
II	Werknemers wie se voorgeskrewe loon 2s. 9d. per uur of meer is, maar minder as 3s. 9d.....	0 9	0 9
III	Werknemers wie se voorgeskrewe loon 1s. per uur of meer is, maar minder as 2s. 9d.....	0 6	0 6
IV	Werknemers wie se voorgeskrewe loon minder as 1s. per uur is, en minderjariges in aangewese bedrywe gedurende die tyd waarin hulle sonder vakleerlingkontrak is.....	0 2	0 2
V	Algemene arbeiders en vakleerlinge	—	0 1

(2) Die bedrae wat in kolom B van die tabel voorkom, moet deur die werkgewer van die lone van sy werknemers afgetrek word.

(3) By die bedrae wat aldus van die lone van sy werknemers afgetrek word, moet elke werkgewer die bedrae wat in kolom C van die tabel voorkom, voeg en die totale som, tesaam met die dekkenende opgawe soos voorgeskryf in Bylae A hiervan, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), Posbus 722, Durban, stuur.

(4) In elke geval waar geen bydraes soos voorgeskryf in subartikels (1), (2) en (3) hiervan betaalbaar is nie, of die totale bedrag wat kragtens subartikel (3) betaalbaar is, minder as 10s. bedra, moet die totale bedrag wat in subartikel (3) voorgeskryf word, deur die werkgewer aangevul word deur 'n bedrag wat die totaal 10s. vir elke maand maak.

(2) Any adjustment in the rate of cost of living allowance consequent upon a variation of the index shall be affected as from the first pay day in the month following publication of the Monthly Bulletin of Statistics reflecting such variation.

(3) The allowances referred to in sub-section (1) shall be paid at the same time as the employee ordinarily receives his other remuneration.

(4) „Index figure” means the weighted average index relating to food, fuel, light, rent and sundries for the nine principal urban areas in the Union of South Africa as assessed by the Director of Census and Statistics on the 1938 basis of 1000 points and published in the Monthly Bulletin of Statistics, due regard being had to the fact that the 1938 basis of calculation has been altered from 1000 to 100.

(5) For the purpose of ascertaining into which wage group an employee shall be deemed to fall, the hourly „time rate” scheduled for the class of work of that employee multiplied by 46 shall be his wage.

26. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer, shall within one month from date on which this agreement comes into operation; and

(b) every employer entering the Industry after that date shall within one month of operation by him, in addition to complying with the provisions of the sub-section (c) (ii) hereof, forward to the Secretary of the Council—

(i) full name;

(ii) address;

(iii) trades or operations carried out by him.

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

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

(iii) Any employer who fails to register with the Council in terms of this section shall be deemed to be conducting an establishment for electrical contracting and/or installation and/or maintenance and/or servicing on electrical equipment, N.E.S. as provided for in Schedules in Part III of this Agreement.

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

27. EXPENSES OF THE COUNCIL.

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

(1) Each employee and each employer shall contribute to the funds of the Council on the following scale:—

Class.	COLUMN A.	COLUMN B.	COLUMN C.
	Wage Group.	Employee's Contribution.	Employers Contribution.
		Per week.	Per week.
		s. d.	s. d.
I	Employees whose prescribed rate is 3s. 9d. per hour.....	1 0	1 0
II	Employees whose prescribed rate is 2s. 9d. per hour or more but less than 3s. 9d.....	0 9	0 9
III	Employees whose prescribed rate is 1s. per hour or more but less than 2s. 9d.....	0 6	0 6
IV	Employees whose prescribed rate is less than 1s. per hour, minors, employed in designated trades during the period they are without a contract of Apprenticeship.....	0 2	0 2
V	General labourers and Apprentices	—	0 1

(2) The amounts shown in Column B of the table shall be deducted by the employer from the wages of the employee.

(3) To the amounts thus deducted from the wages of his employees each employer shall add the amounts shown in Column C of the table and forward the total sum together with the covering statement prescribed in Annexure A hereto to the Section, Industrial Council Electrical Industry (Natal), P.O. Box 772, Durban.

(4) In any instance where no contributions are payable as provided for in sub-sections (1), (2) and (3) hereof or the total amount under sub-section (3) is less than 10s. the total amount referred to in sub-section (3) shall be supplemented by the employer by such amount as to make a total of 10s. in each month.

28. VERBODE INDIENSNEMING.

Ondanks andersluidende bepalingen in hierdie Ooreenkoms word geen bepaling wat die indiensneming van 'n werknemer vir enige klas werk of op enige voorwaardes verbied, geag die werkgewer vry te stel van die betaling van besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nakom as sodanige indiensneming nie verbied was nie en die werknemer moet voortgaan om sodanige besoldiging te betaal en voorwaardes na te kom asof die indiensneming nie verbied was nie.

DEEL II.

SPESIALE VOORWAARDES MET BETREKKING TOT BEPAALDE SOORTE ARBEID HIERIN GENOEM.

Ondanks enigiets in hierdie bepalingen, is die bepalingen met betrekking tot „Werkure” (artikel 4), „Oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae” (artikel 5), „Nagskifwerk” (artikel 6), „Besoldiging gedurende vakansie en werkloosheid” (artikel 12), „Spesiale bonus” (artikel 13) en „Lewenskostetoelae” (artikel 25) van Deel I van hierdie Ooreenkoms nie van toepassing op werknemers wat in diens is vir werk geklassifiseer onder tariewe 8 tot en met 12 en/of wat in diens is vir die bestuur van voertuie of as wagte nie, op wie, behoudens soos andersins hierin bepaal, die orige bepalingen van Deel I en die volgende spesiale bepalinge toegepas moet word. (Die spesiale bepalinge geld, in geval van teenstrydigheid tussen hulle en genoemde orige bepalinge van Deel I.)

1. WERKURE.

(1) Geen werkgewer mag, behalwe soos andersins bepaal in hierdie Deel van die Ooreenkoms, van 'n werknemer (uitgesonderd 'n wag) vereis of hom toelaat om—

- (a) vir meer as 46 uur, uitgesonderd etensyde, in 'n week te werk nie; of
- (b) vir meer as agt uur, uitgesonderd etensyde, op een dag te werk nie; met dien verstande dat in 'n inrigting waarin—
 - (i) die gewone werkure op een dag per week hoogstens vyf is, van 'n werknemer vereis of hy toegelaat kan word om vir 'n verdere tyd van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of
 - (ii) die werknemers gewoonlik op hoogstens vyf dae per week werk, van 'n werknemer op enige werkdag vereis of hy toegelaat kan word om vir 'n verdere tydperk van hoogstens 1½ uur te werk.

(2) Die maksimum oortyd wat gewerk kan word, is tien uur per week.

(3) Van 'n werknemer kan nie vereis of hy kan nie toegelaat word om vir 'n ononderbroke tyd van meer as vyf uur sonder 'n onafgebroke pouse van minstens een uur te werk nie; met dien verstande dat werktye wat deur 'n pouse van minder as een uur onderbreek word, vir die toepassing van hierdie artikel as onafgebroke beskou word.

(4) Ondanks die bepalinge van hierdie artikel—

- (i) kan nie van 'n vroulike werknemer vereis of kan sy nie toegelaat word om—
 - (a) tussen sesuur nm., en sesuur vm.; of
 - (b) na eenuur nm. op meer as vyf dae per week te werk nie;
- (ii) kan nie van 'n vroulike werknemer vereis of kan sy nie toegelaat word om—
 - (a) vir meer as twee uur op 'n dag;
 - (b) op meer as drie opeenvolgende dae;
 - (c) op meer as sestig dae in 'n jaar;
 - (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag oortyd te werk nie, tensy sy—
 - (i) voor 12-uur middag daarvan in kennis gestel is; of
 - (ii) van 'n behoorlike ete voorsien is voordat sy met oortyd moet begin; of
 - (iii) betyds 'n toelae betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk 'n aanvang neem.

(5) Elke werkgewer moet in sy inrigting op 'n plek wat vir sy werknemers maklik toeganklik is 'n kennisgewing vertoon waarop die begin- en stakingstyd van werk vir elke skof of skofte van die week en etensyde aangegee is.

2. OORTYD EN BETALING VIR WERK OP SONDAE EN SEKERE OPENBARE VAKANSIEDAE.

(1) Tyd gewerk deur werknemers na voltooiing van die gewone skof moet as oortyd beskou en daarvoor moet betaal word teen 1½ maal die gewone loon.

(2) As 'n werknemer, uitgesonderd 'n wag, op—

- (a) (i) Sondag werk, moet hy minstens dubbel die loon ontvang wat betaalbaar is t.o.v. 'n skof wat gewoonlik op 'n werkdag gewerk word; of
- (ii) minstens 1½ maal sy gewone loon ontvang t.o.v. die totale tyd op dié Sondag gewerk, plus een dag vakansie binne sewe dae met volle besoldiging, bereken teen die skaal vir een gewone skof vir dié besondere dag van die week;

28. UNAUTHORISED EMPLOYMENT.

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

PART II.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained, the provisions relating to “Hours of Work” (section 4), “Overtime and Payment for Work on Sundays and Certain Public Holidays” (section 5), “Night Shift Work” (section 6), “Holiday and Unemployment Pay” (section 12), “Special Bonus” (section 13), and “Cost of Living Allowances” (section 25) of Part I of this Agreement shall not apply to employees employed on work classified at rates 8 to 12 inclusive and/or employed on vehicle driving or watchmen's work, to whom, except as is otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I).

1. HOURS OF WORK.

(1) Save as is otherwise provided in this part of the Agreement, no employer shall require or permit an employee (other than a watchman)—

- (a) to work for more than 46 hours, excluding meal times, in any one week; or
- (b) to work for more than eight hours, excluding meal times, on any one day; provided that in any establishment in which—

- (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week;
- (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period of not exceeding one and a quarter hours.

(2) The maximum overtime that may be worked shall not exceed ten hours per week.

(3) An employee shall not be required or permitted to work for a continuous period or more than five hours without an un-interrupted interval of at least one hour; provided that for the purpose of this section periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) Notwithstanding the provisions of this section—

- (i) no employee who is a female shall be required or permitted to work—
 - (a) between six o'clock p.m. and six o'clock a.m.; or
 - (b) after one o'clock p.m. on more than five days in any one week;
- (ii) no employee, who is a female, shall be required or permitted to work overtime—
 - (a) for more than two hours on any day;
 - (b) on more than three consecutive days;
 - (c) on more than sixty days in any year;
 - (d) after completion of her ordinary working hours for more than one hour on any day unless she has—
 - (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) has been paid an allowance in sufficient time to enable her to obtain a meal before the overtime is due to commence.

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

2. OVERTIME AND PAYMENT FOR WORK ON SUNDAY AND CERTAIN PUBLIC HOLIDAYS.

(1) Time worked by employees after the completion of the usual shift shall be regarded as overtime and shall be paid for at the rate of time and one-third.

(2) Whenever an employee other than a watchman works on a—

- (a) (i) Sunday, he shall receive not less than double the rate payable in respect of a shift ordinarily worked on a weekday; or
- (ii) receive not less than time and one-third of his ordinary rate in respect of the total period worked on such Sunday, plus one day's holiday within seven days on full day, calculated at the rate of one ordinary shift for that particular day of the week;

- (b) Goeie-Vrydag, Gelofte-dag, Kersdag en Nuwejaarsdag werk, moet hy minstens die gewone skaal vir dié besondere dag van die week ontvang en daarbenewens moet hy die gewone skaal ontvang vir tyd werklik gewerk tot die voltooiing van die skof, en daarna is oortydskale soos voorgeskryf in (1) hiervan, van toepassing.

3. VERLOF MET BESOLDIGING.

- (1) As 'n werknemer nie op Goeie-Vrydag, Gelofte-dag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag teen minstens sy gewone besoldigings-tarief besoldig asof hy sy gemiddelde gewone werkure vir daardie dag van die week voltooi het.
- (2) Elke werkgever moet aan elke werknemer afwesigheids-verlof met volle besoldiging van minstens twee agtereenvolgende weke toestaan t.o.v. elke tydperk van twaalf maande diens en nie later as twee maande na die beëindiging van genoemde tydperk nie; met dien verstande dat—
- (a) die tydperk van die verlof nie mag saamval met enige tydperk waarin die werknemer onder diensopsegging staan of opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), ondergaan nie; en
- (b) as Goeie-Vrydag, Gelofte-dag, Kersdag of Nuwejaarsdag binne dié verlof val, die dae by genoemde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg moet word.
- (3) Elke werknemer aan wie verlof kragtens subartikel (2) toegestaan is, moet t.o.v. dié verlof nie later as die laaste werkdag voor die aanvang van genoemde tydperk betaling van sy werkgever ontvang nie.
- (4) By beëindiging van diens moet die werkgever 'n werknemer sy volle besoldiging betaal—
- (a) t.o.v. enige tydperk van verlof wat hom toegeval het maar nie voor diensbeëindiging toegestaan is nie; en
- (b) vir een dag t.o.v. elke voltooide maand diens by die werkgever na die datum waarop hy laas tot verlof ingevolge subartikel (2) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande na die aanvang van sy diens gewerk het;
- (c) vir die toepassing van hierdie klousule beteken 'n dag se besoldiging 1/6de van die bedrag waartoe 'n werknemer geregtig is wanneer hy 'n gewone week van 46 uur gewerk het.
- (5) Enige tydperk waarin 'n werknemer—
- (a) met verlof ingevolge subartikel (2) is; of
- (b) vredestrydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of
- (c) op las of op versoek van die werkgever van werk afwesig is, of
- (d) as gevolg van siekte van werk afwesig is;
- moet vir die toepassing van subartikels (2) en (4) as diens beskou word; met dien verstande dat die bepalinge van paragraaf (d) nie van toepassing is t.o.v. 'n tydperk van afwesigheid as gevolg van siekte van meer as drie agtereenvolgende dae as die werknemer versuim om op versoek van die werkgever 'n sertifikaat van 'n mediese praktisyn voor te lê dat hy deur siekte verhinder is om sy werk te doen, of t.o.v. die gedeelte van 'n totale tydperk van afwesigheid as gevolg van siekte gedurende twaalf maande diens, wat meer as dertig dae is; met dien verstande dat as die werkgever by wet verplig is om te sorg vir die versorging en behandeling van sy werknemers terwyl hulle siek is, daar nie van dié werknemers vereis word om 'n doktersertifikaat in te dien nie.
- (6) Enige bedrag wat aan 'n werknemer ingevolge subartikel (3) of subartikel (4) betaal word, moet bereken word teen 'n besoldigingskaal wat lewenskostoelae insluit wat ingevolge artikel 4 van deel 2 van hierdie Ooreenkoms betaalbaar is en wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval.
- (7) Vir die berekening van verlof wat ingevolge hierdie artikel verskuldig is, moet die aanvang van diens beskou word as die datum waarop die werknemer by sy werkgever in diens tree of die datum waarop hy laas tot jaarlikse verlof geregtig geword het, nl. die laatste datum.

4. LEWENSKOSTETOELAE.

'n Werkgever moet aan elkeen van sy werknemers, benewens ander besoldiging waartoe die werknemer geregtig is, en op dieselfde tyd as wanneer die werknemer gewoonlik sy ander besoldiging ontvang, 'n lewenskostoelae betaal wat betaalbaar is ingevolge Oorlogsmaatregel No. 43 van 1942, soos dit gewysig is of van tyd tot tyd gewysig mag word.

5. DIENSSERTIFIKATE.

Wanneer 'n werknemer by beëindiging van sy diens daarom vra, moet 'n werkgever dié werknemer van 'n dienssertifikaat voorsien wat die name van die werknemer en werknemer voluit aangee, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die besoldigingskaal op die datum van dié beëindiging; met dien verstande dat as die loon van enige werknemer in hierdie Ooreenkoms volgens duur van diens bepaal word, dit die plig van die werknemer is om 'n sertifikaat van diens aan sy nuwe werkgever by diensverandering voor te lê ten einde geregtig te word tot die besoldiging wat volgens duur van diens voorgeskryf word.

- (b) Good Friday, Day of the Covenant, Christmas Day and New Year's Day, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter overtime rates as prescribed in (1) hereof shall apply.

3. PAID LEAVE.

- (1) If an employee does not work on Good Friday, Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such day remuneration at a rate not less than the ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.
- (2) Every employer shall grant to every employee leave of absence on full pay of not less than two consecutive weeks in respect of each period of twelve months' employment and not later than two months after the termination of the said period; provided that—
- (a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and
- (b) if Good Friday, Day of the Covenant, Christmas Day or New Year's Day falls within the period of such leave, such days shall be added to the said period as a further period of leave on full pay.
- (3) Every employee to whom leave is granted under sub-section (2) shall receive payment from the employer in respect of such leave not later than the last working day before commencement of the said period.
- (4) Upon the termination of employment, the employer shall pay to the employee his full pay—
- (a) in respect of any period of leave which has accrued to him but was not granted before the termination of the employment; and
- (b) for one day in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-section (2), or in the case of an employee who has been employed for less than twelve months after the commencement of his employment.
- (c) for the purpose of this clause 1 day's pay shall mean 1/6th of the amount of pay to which an employee is entitled when he has worked an ordinary week of 46 hours.
- (5) Any period during which an employee—
- (a) is on leave in terms of sub-section (2); or
- (b) undergoes peace training under the South Africa Defence Act, 1912; or
- (c) is absent from work on the instruction or at the request of the employer; or
- (d) is absent from work owing to illness,
- shall be deemed to be employment for the purposes of sub-sections (2) and (4); provided that the provisions of paragraph (d) shall not apply in respect of absence owing to illness of more than three consecutive days, if the employee fails after request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence, on account of illness during twelve months of employment, which is in excess of thirty days; provided that if the employer is by any law required to provide for the care and treatment of his employees while sick such employees shall not be required to submit a medical certificate.
- (6) Any amount paid to an employee in terms of sub-section (3) or sub-section (4) shall be calculated at the rate of remuneration which shall include cost of living allowances payable in terms of section 4 of this part of the Agreement which the employee was receiving immediately prior to the date upon which the leave became due, or his employment terminated, as the case may be.
- (7) For the purposes of calculating leave due under this section, employment shall be deemed to commence from the date upon which an employee enters an employer's service or from the date on which he last became entitled to annual leave, whichever date is the later.

4. COST OF LIVING ALLOWANCES.

Every employer shall pay to each of his employees, in addition to any other remuneration to which the employee is entitled and at the same time the employee ordinarily receives his other remuneration, a cost of living allowance proclaimed as payable in terms of War Measure No. 43 of 1942, as amended or as may be amended from time to time.

5. CERTIFICATES OF SERVICE.

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

DEEL III.

LONE EN/OF VERDIENSTE.

(1) Geen werkgewer mag werknemers (uitgesonderd vakleerlinge) wat in diens is vir die klas werk wat in hierdie deel van die Ooreenkoms genoem word, 'n laer loon en/of verdienste as wat teenoor die betrokke klas aangegee word betaal nie, en geen werknemer mag laer lone en/of verdienste aanneem as dié wat teenoor sulke klasse aangegee word nie.

(2) Niemand, uitgesonderd 'n vakman of 'n vakleerling, mag, sonder die voorafverkreë toestemming van die Raad, in diens wees vir werk wat onder tarief 1 ingedeel is nie.

(3) Geen werknemer mag gedurende 'n week vir meer as een werk wat in hierdie Ooreenkoms gespesifiseer is, in diens wees nie, tensy sodanige werknemer betaling ontvang asof hy die hele week gewerk het in die graad werk wat deur dié werknemer gedurende daardie week verrig is teen die hoogste skaal waarteen besoldig moet word. Die bepalinge van hierdie subartikel is nie van toepassing wanneer 'n laer besoldigde werknemer tydelik 'n hoërbesoldigde werknemer vervang om 'n ander rede as sy afwesigheid van sy werk vir diens elders in die inrigting. Werknemers wat aldus uitgesonderd word, moet slegs vir die tydperk wat hulle in die hoërbesoldigde werk in diens is teen die hoër skaal besoldig word. Elke tydperk van vervanging vir korter as 'n halwe skof in 'n week kom nie vir besoldiging teen die hoër skaal in aanmerking nie.

(4) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms reeds 'n loon ontvang wat hoër is as dié wat vir 'n werknemer van sy klas voorgeskryf word, moet verder daardie hoër loon ontvang vir solank hy vir dieselfde klas werk by dieselfde werkgewer in diens bly.

LOONBEPALINGS VAN TOEPASSING VAN TENSY ELDERS GESPESEFISEER.

BYLAE A

Tarief 1.

Vakman se werk:—

Elektrisiërswerk.....	} 3s. 9d. per uur.
Ankerwikkeling.....	
Elektriese verbindingswerk (tegnies).....	
Telefoonelektrisiërswerk.....	
Werktuigkundige by X-straal- en elektro-mediese werk.....	

OPMERKING.—In verband met die werk van tegniese aard by elektriese verbindings, is die bepalinge van hierdie Ooreenkoms betreffende oortyd, skofwerk en werk op openbare vakansiedae nie van toepassing op werk in verband met totalisators nie.

Tarief 2.

Installeer van intertelefone (elektroniese uitrusting uitgesonderd):—

Per uur.	
Eerste ses maande ondervinding.....	2s. 9d.
Tweede ses maande ondervinding.....	3s. 0d.
Derde ses maande ondervinding.....	3s. 3d.
Daarna.....	3s. 6d.

OPMERKING.—Installeer van intertelefone beteken die installeer van binnenshuise telefone en sluit nie die opspoor van defekte en onderhoud in nie.

Tarief 3.

Bedien van balanseermasjiene.....	3s. 3d. per uur.
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Tarief 7.

Alle ankerwikkelingswerk waarin voorafgevormde spoel gebruik word (verbinding en/of toets uitgesonderd) wat nodig is vir die herwikkeling van generators en motore van minstens 250 lb., maar hoogstens 750 lb. (bruto gewig van voltooide produk) of masjiene waarvan die perdekrag uitgedruk word deur die formule:—

$$\text{pk.} = \frac{\text{O.P.M.}}{100} \quad \left. \begin{array}{l} \text{en} \\ \text{pk.} = \frac{\text{O.P.M.}}{30} \end{array} \right\} \begin{array}{l} 2s. \ 3d. \\ \text{per uur.} \end{array}$$

Tarief 7 (b).

Alle ankerwikkelingswerk wat nodig is vir die herwikkeling van generators en motore van 250 lb. en minder (bruto gewig van die voltooide produk) of masjiene waarvan die perdekrag nie hoër is nie as dié wat uitgedruk word deur die formule:—

$$\text{pk.} = \frac{\text{O.P.M.}}{100} \quad \left. \begin{array}{l} \text{en} \\ \text{pk.} = \frac{\text{O.P.M.}}{30} \end{array} \right\} \begin{array}{l} 1s. \ 5d. \\ \text{per uur.} \end{array}$$

Bandwikkeling en/of toedraai van spoel en/of buise.

OPMERKING.—Werknemers kan alleen in diens geneem word vir die werk wat in Tariewe 7 en 7 (b) van hierdie bylae uiteengesit word mits die verhouding van werknemers in die inrigting nie minder is nie as 4 (vier) ankerwikkelers teen Tarief 1 tot 1 (een) werknemer wat in diens geneem word vir ankerwikkelingswerk teen Tariewe 7 en/of 7 (b).

PART III.

WAGES AND/OR EARNINGS.

(1) No employer shall pay to employees (other than apprentices) engaged on any of the classes of work scheduled in this part of the Agreement wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

(2) No person other than a journeyman or an apprentice may be employed on work classified at rate 1 without the prior permission of the Council.

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

(4) An employee who at the date of coming into operation of this Agreement was already in receipt of wages in excess of those prescribed for any employees of his class, shall continue to receive such higher wages whilst employed by the same employer on the same class of work.

WAGE PROVISIONS APPLICABLE UNLESS ELSEWHERE SPECIFIED.

SCHEDULE A.

Rate 1.

Journeyman's work—

Electrician's work.....	} 3s. 9d. per hour.
Armature Winding.....	
Electrical communications technician's work.....	
Telephone electrician's work.....	
X-ray and electro medical mechanic's work.....	

NOTE.—In respect of electrical communications technician's work, the provisions of this Agreement relating to overtime shift work and work on public holidays shall not apply to work on totalisators.

Rate 2.

Intercommunication telephone installation (excluding electronic equipment)—

Per hour.	
First six months of experience.....	2s. 9d.
Second six months of experience.....	3s. 0d.
Third six months of experience.....	3s. 3d.
Thereafter.....	3s. 6d.

NOTE.—Intercommunication telephone installing means the installation of internal telephones and does not include tracing faults and maintenance.

Rate 3.

Operating balancing machine.....	3s. 3d. per hour.
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Rate 7.

All armature winding operations using pre-formed coils (excluding connecting up and/or testing) required in the rewinding of generators and motors exceeding 250 lb. but not exceeding 750 lb. (gross weight of finished product) or alternatively machines whose horsepower has been determined by the expression—

$$\text{H.P.} = \frac{\text{R.P.M.}}{100} \quad \left. \begin{array}{l} \text{and} \\ \text{H.P.} = \frac{\text{R.P.M.}}{30} \end{array} \right\} \begin{array}{l} 2s. \ 3d. \\ \text{per hour.} \end{array}$$

Rate 7 (b).

All armature winding operations required in the rewinding of generators and motors of 250 lb. and less (gross weight of finished product) or alternatively machines whose horsepower shall not be greater than determined by the expression—

$$\text{H.P.} = \frac{\text{R.P.M.}}{100} \quad \left. \begin{array}{l} \text{and} \\ \text{H.P.} = \frac{\text{R.P.M.}}{30} \end{array} \right\} \begin{array}{l} 1s. \ 5d. \\ \text{per hour.} \end{array}$$

NOTE.—Employees may only be employed on the operations set out in Rates 7 and 7 (b) of this schedule provided the ratio of employees in the establishment is not less than 4 (four) Armature Winders at Rate 1 to 1 (one) employee employed on armature winding operations under Rates 7 and/or 7 (b).

Tarief 9.

Wikkel en/of vastrek van stator- en/of rotorlusse met die hand en/of kragmasjien wanneer die masjien voorberei en gestel word deur 'n tarief 1-werknemer.....	1s. 0d. per uur.
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Tarief 10.

Uitgloi en vernis van bedekte draad.....	0s. 10½d. per uur.
Mika en/of isolerbuis en/of buise en/of stawe en/of spoele, bak en/of pers van.....	
Katoen en/of glas vleg.....	
Lamellerings met masjien opdraai.....	
Geleiers met katoen en/of glas en/of papier bedek	
Koperdraag deur stempels trek.....	
Gate met masjien in lamelleerogies stamp.....	
Motore en/of spoele spuit.....	

Tarief 11.

Spoelente en/of geleiers skoonmaak en vertin.....	0s. 9½d. per uur.
Koperknippe aan vormers maak.....	
Spoele vernis met kwas of deur in te doop.....	

Tarief 12.

Algemene arbeid, met inbegrip van—	
Masjiene skoonmaak.....	0s. 7½d. per uur.
Lamellerings skoonmaak.....	
Isolering van draadente afstroop.....	
Ou windsels afstroop.....	
In soldeerpot vertin.....	
Minderjarige in diens in bedrywe wat kragtens die Wet op Vakleerlinge, 1944 aangewys is, gedurende die dienstdadigheids tydperk voor vakleerlingskap.....	0s. 5½d. per uur.
Wag se werk.....	50s. 0d. per week.

OPMERKING.—(a) Die gewone werkure van 'n wag mag twaalf uur per skof vir 'n sewedag week nie te bowe gaan nie.

(b) In die gevalle waar minder as die getal uur in (a) voorgeskryf, gewerk word, moet die weeklikse tarief *pro rata* verminder word.

(c) Die voorwaardes in die Ooreenkoms betreffende werkure, oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk is nie op wagte van toepassing nie.

Bestuur van voertuie—	Per week. £ s. d.
(i) bestuur van stoomwa.....	6 9 3
(ii) bestuur van 'n ander voertuig wat gelisensieer is vir 'n vraggrems tot en met—	
1 ton.....	3 0 0
Oor 1 ton tot en met 3 ton.....	3 10 0
Oor 3 ton tot en met 5 ton.....	4 17 0
Oor 5 ton tot en met 7 ton.....	5 18 6
Oor 7 ton.....	6 9 3

OPMERKING.—(a) Die uurloon van 'n voertuigbestuurder word bereken deur die weekloon wat hierin voorgeskryf word deur 46 te deel.

(b) „vraggrems” beteken die netto laaivermoë of die netto vrag wat 'n voertuig mag dra of trek ingevolge 'n motorvervoersertifikaat, of 'n vrystellingsertifikaat wat ten opsigte van daardie voertuig deur 'n plaaslike padvervoerraad uitgereik is kragtens die Motortransportwet, 1930, met inbegrip van 'n sleepwa wat daaraan vas is, of as daar nie so 'n stipulasie in die sertifikaat voorkom nie, die vrag wat gestipuleer is in 'n sertifikaat wat deur die Raad uitgereik is.

(c) „Voertuig” beteken 'n vervoermiddel wat nie deur menslike krag, of dierlike krag voortbeweeg word nie en omvat 'n trekker.

Leerling-ingenieurs en/of goedgekeurde studente:—	Besoldiging per week. £ s. d.
Eerste leerlingjaar.....	3 0 0
Tweede leerlingjaar.....	4 0 0
Derde leerlingjaar.....	5 0 0
Daarna.....	5 0 0

BYLAE B.

Elektrotegniese aannemings- en/of installeer- en/of onderhoudswerk en/of bediening van en/of werk aan elektriese uitrusting, n.e.g.:—

Tarief 1 (n.e.g.).

Elektrisiërswerk.....	3s. 9d. per uur.
Ankerwikkeling.....	
Kabellassing.....	
Elektriese apparaat (herstel).....	
Elektriese installasie.....	
Aanleg van elektriese bogronde lyne.....	
Elektriese bedrading.....	
Aanleg en/of onderhoud en/of bediening en/of vervaardiging van elektro-mediese toestelle en X-straaluitrusting.....	
Telekommunikasie.....	
Aanleg en/of onderhoud van sein- en/of totalisatoruitrusting.....	

Rate 9.

Winding and/or pulling of stator and/or rotor loops by hand and/or by powered machines where the machine is prepared and set up by a Rate 1 employee.....	1s. 0d. per hour.
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Rate 10.

Annealing and varnishing of covered wire.....	0s. 10½d. per hour.
Baking and/or pressing mica and/or insulation tubes and/or tubes and/or bars and/or coils.....	
Braiding cotton and/or glass.....	
Circling laminations by machines.....	
Cotton and/or glass and/or paper covering of conductors.....	
Drawing copper wires through dies.....	
Punching holes by machine in lamination circles.....	
Spraying of motors and/or coils.....	

Rate 11.

Cleaning and tinning of coil end and/or leads.....	0s. 9½d. per hour.
Making of copper clips on formers.....	
Varnishing of coils by brushing and/or dipping.....	

Rate 12.

General labouring, including the following, viz.—	
Cleaning of machines.....	0s. 7½d. per hour.
Cleaning of laminations.....	
Stripping insulation from wire ends.....	
Stripping of old windings.....	
Tinning in solder pot.....	
Minors employed in trades designated in the Apprenticeship Act, 1944 during the pre-apprenticeship period of employment.....	0s. 5½d. per hour.
Watchman's work.....	50s. 0d. per week.

NOTE.

(a) The ordinary hours of work of a watchman shall not exceed twelve hours per shift for a seven day week.

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

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

Vehicle driving—

	Per week. £ s. d.
(i) Driving of steam wagon.....	6 9 3
(ii) Driving of any other vehicle authorised to carry a pay load up to and including—	
1 ton.....	3 0 0
Over 1 ton and up to 3 tons.....	3 10 0
Over 3 tons and up to 5 tons.....	4 17 0
Over 5 tons and up to 7 tons.....	5 18 6
Over 7 tons.....	6 9 3

NOTE.

(a) The hourly rate of a vehicle driver shall be calculated by dividing the weekly wage herein specified by 46.

(b) “Pay load” means the net carrying capacity or the net load which a vehicle may carry or haul in terms of any Motor Carrier's Certificate or Certificates of Exemption issued in respect of such vehicle by a Local Road Transportation Board in terms of the Motor Carrier Transportation Act, 1930, including any trailer while attached thereto or in the absence of such stipulation in any such certificate the load specified in a certificate issued by the Council.

(c) “Vehicle” means a conveyance propelled by other than human or animal power and includes a tractor.

Pupil Engineers and/or approved students—	Per week. £ s. d.
First year of pupilage.....	3 0 0
Second year of pupilage.....	4 0 0
Third year of pupilage.....	5 0 0
Thereafter.....	5 0 0

SCHEDULE B.

Electrical Contracting and/or installation and/or maintenance and/or servicing and/or work on Electrical Equipment, n.e.s.

Rate 1 (n.e.s.).

Electrician's work.....	3s. 9d. per hour.
Armature Winding.....	
Cable jointing.....	
Electrical apparatus (repairing).....	
Electrical installation.....	
Electrical overhead line construction.....	
Electrical wiring.....	
Electro-medical appliances and X-ray equipment—installing and/or maintaining and/or servicing and/or construction.....	
Telecommunication.....	
Signalling and/or totalisator equipment installation and/or maintenance.....	

Tarief 10.

Groewe kap in, boor van messelwerk van enige soort	Os. 7½d. per uur.
Herhalingsny- en/of skroefwerk van huise en/of geleidingspype.....	
Herhalingsbediening van boormasjiene.....	Os. 10½d. per uur.
Eerste drie maande ondervinding.....	
Daarna.....	

Tarief 12.

Algemene arbeider.....	Os. 7½d. per uur.
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OPMERKINGS.

(1)(a) Elke werknemer wat nie deur die Raad in een van die Afdelings ten opsigte waarvan lone in Bylae A en C uiteengesit word, geregistreer is nie, word beskou kragtens hierdie Afdeling te werk.

(b) Werknemers wat nie elders in hierdie Afdeling genoem word nie, moet volgens die tarief van minstens 3s. 9d. per uur besoldig word.

(2) *Hoogtetoelae.*—Wanneer 'n werknemer, uitgesonderd 'n werknemer wat uitdruklik in diens geneem word vir sulke werk, werk op 'skepe op 'n hoogte van meer as 20 voet bokant die boonste dek verrig en/of werk aan die buitekant van bestaande geboue of bouwerke op 'n valhoogte van meer as 20 voet bokant die grond verrig wat die gebruik van 'n hangsteier of -stoel of 'n dak- of skuifladder nodig maak, is hy benewens die besoldiging wat aan hom ingevolge hierdie Ooreenkoms betaal moet word, tot 'n bedrag van 10 persent van sy basiese uurloon geregtig ten opsigte van elke uur of gedeelte van 'n uur waarin hy op hierdie wyse werksaam is.

(3) *Verskaffing van gereedskap en toetsuitrusting.*—Die werkgever moet skroef- en draadnygereedskap bokant een duim, groot vyle, ystersaaglemme, groot hamers van 3 lb. of swaarder en beitels vir groewe kap, vir gebruik deur sy werknemers verskaf.

'n Werkgever moet alle ¾ duim- en/of ½ duim-tappe wat deur 'n werknemer gedurende sy dienstydperk uitgeslyt word, vervang; met dien verstande egter dat van die werknemer deur sy werkgever vereis kan word om die toestand van genoemde tappe vas te stel wanneer hy in diens geneem word.

BYLAE C.

Herstel en/of installeer van radio's, koelinrigtings en huishoudelike elektriese toestelle en uitrusting.

Tensy hy by die Raad in hierdie Afdeling geregistreer is, mag geen werkgever die Afdeling gebruik of die lone en/of verdienste wat in hierdie Afdeling genoem word, betaal nie, nl.:—

Tarief 1.

Elektrisiënswerk.....	3s. 9d. per uur.
Radiotrisiënswerk.....	
Werktuigkundige se werk by koelinrigtings.....	
Werktuigkundige se werk by huishoudelike toestelle..	

Tarief 4.

Die volgende soorte werk wanneer dit verrig word in werkwinkels van 'n inrigting in verband met die herstel van toestelle (uitgesonderd draaiende of slagtoestelle wat deur enige soort motor aangedryf word) met 'n belasting van hoogstens 5 ampères, uitgesonderd ten opsigte van huishoudelike verwarmers waar die belasting hoogstens 10 ampères is.—

- (1) Herstel en/of vervanging van verwarmingsselemente van toestelle.
- (2) Herstel en/of vervanging van keramiese of ander isoleerafstandstukke en/of vormblokke wat gebruik word vir verwarmingsselemente, met inbegrip van die aanbring daarvan.
- (3) Herstel en/of weer inmeekaarsit van verwarmingsselementhouers.
- (4) Herstel en/of vervanging van koorde van toestelle.

	Per uur.
Eerste drie maande ondervinding.....	2s. 0d.
Tweede drie maande ondervinding.....	2s. 6d.
Daarna.....	3s. 0d.

OPMERKINGS.

(1) *Verhouding.*—Geen werksman wat volgens hierdie tarief werk, mag in diens geneem word nie tensy minstens twee vakmante in die inrigting in diens is en twee werksmante kan slegs in diens geneem word waar vier vakmante in die inrigting in diens is.

(2) *Verskaffing van gereedskap en toetsuitrusting.*—Daar mag nie van werknemers vereis word dat hulle toetsuitrusting moet verskaf nie.

Tarief 8.

Nuwe gemonteerde radiogrammeenhede en/of nuwe onderstelle in kaste insit.....	1s. 3d. per uur.
---	---------------------

Rate 10.

Chasing, drilling of masonry, of any description....	Os. 7½d. per hour.
Repetition cutting and/or screwing of tube and/or conduit.....	
Repetition operation of drilling machine.....	Os. 10½d. per hour.
First three months of experience.....	
Thereafter.....	

Rate 12.

General labourer.....	Os. 7½d. per hour.
-----------------------	-----------------------

NOTES.

(1) (a) Every employer unless registered by the Council in one of the Divisions for which wages are set forth in Schedules A and C, shall be deemed to be operating under this Division.

(b) Employees not elsewhere specified in this Division shall be paid at the rate of not less than 3s. 9d. per hour.

(2) *Height Allowance.*—When an employee other than an employee expressly engaged for such work performs work on ships at a height of more than 20 feet above the top deck level and/or performs such work on the outside of existing buildings and/or structures above a clear fall of 20 feet as requires the use of a swinging scaffold, boat-swain's chair, or roof or extension ladder, he shall be entitled in addition to any other remuneration, to which he is entitled in terms of this Agreement, to an amount of 10 per cent of his basic hourly rate, in respect of each hour or part of an hour during which he is so employed.

(3) *Provision of tools and testing equipment.*—The employer shall provide for the use of his employees screwing tackle, stocks and dies above one inch, large files, hacksaw blades, large hammers of 3 lb. and over and chisels for chasing.

An employer shall replace all ¾-inch and/or ½-inch dies worn-out by the employee whilst in his employ provided, however, that the employee can be required by the employer to establish the condition of the said dies upon engagement.

SCHEDULE C.

Repair and/or installation of Radio, Refrigeration and Domestic Electrical Appliances and Equipment.

No employer unless registered by the Council in this Division shall use the Division or pay wages and/or earnings specified in this Division, viz.—

Rate 1.

Electrician's work.....	3s. 9d. per hour.
Radiotrician's work.....	
Refrigerator Mechanic's work.....	
Domestic Appliance Mechanic's work.....	

Rate 4.

The following operations when performed in the workshops of an establishment in connection with the repair of appliances (other than rotating or reciprocating appliances utilising a motor in any form) of a load not exceeding 5 amperes, except in respect of domestic radiators where the load does not exceed 10 amperes.

- (1) Repair and/or replacement of heating elements on appliances.
- (2) Repair and/or replacement of ceramic or other insulating spacers and/or formers used for heating elements, including fixing.
- (3) Repair and/or re-assembly of heating element containers.
- (4) Repair and/or replacement of cords to appliances.

	Per hour.
First three months of experience.....	2s. 0d.
Second three months of experience.....	2s. 6d.
Thereafter.....	3s. 0d.

NOTES.

(1) *Ratio.*—No operative under this wage rating may be employed unless at least two journeymen are employed in the establishment and two operatives may only be employed when four journeymen are employed in the establishment.

(2) *Provision of tools and testing equipment.*—Employees shall not be required to provide testing equipment.

Rate 8.

Mounting of assembled new radiogram units and/or new chassis into cabinets.....	1s. 3d. per hour.
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BYLAE A. 2.

Moet aan die einde van elke maand aan die NYWERHEIDSRaad vir die ELEKTROTEGNISE NYWERHEID, NATAL, 301/2 „ M.B.A. ”-gebou, St. Andrewsstraat, Durban, gestuur word.

Naam van firma _____

Adres (werkwinkel) _____

Opgawe vir die maand _____ 19 _____

Kantoor _____

In diens geneem en ontslaan.			Getal werk- nemers.	Weke in diens.	Groep.	Aftrekking.	BYDRAE.									Totaal.
							Werk- nemers.			Werk- gewers.						
Naam van werknemer en bedryf.	Datum van indiens- neming.	Datum van diens be- eindiging.					£	s.	d.	£	s.	d.	£	s.	d.	
					1	1s. per week										
					2	9d. per week										
					3	6d. per week										
					4	2d. per week										
						Betaal geen heffing nie										
TOTAAL.....																

Volledige lyste werknemers word slegs by die EERSTE indiening van hierdie vorm vereis.
Daarna moet lyste slegs die getalle in diens geneem en ontslaan aantoon.
As die ruimte op hierdie vorm onvoldoende is, dien asseblief aanvullende getikte lyste in.
Firmas moet hierdie inligting MAANDELIKS ingevolge artikel 29 van hierdie Ooreenkoms verstrek.
Ten einde vas te stel onder watter groep 'n werknemer val, sien asseblief keersy.

ANNEXURE "A. 2".

To be submitted at the end of each month to the ELECTRICAL INDUSTRIAL COUNCIL, NATAL, 301/2, "M.B.A." Buildings, St. Andrews Street, Durban.

Name of Firm _____

Address (Workshop) _____

Return or month of _____ 19 _____

Office _____

Engagements and Discharges.			Number of Em- ployees.	Weeks Em- ployed.	Group.	Deduction.	CONTRIBUTION.									Total.
							Em- ployees.			Em- ployers.						
Name of Employee and Occupation.	Date Engaged.	Date Left.					£	s.	d.	£	s.	d.	£	s.	d.	
					1	1s. per week										
					2	9d. per week										
					3	6d. per week										
					4	2d. per week										
						Non-Levy Paying										
TOTAL.....																

Full lists of Employees are required on the FIRST submission of this form only.
Subsequent lists merely to indicate engagements and discharges.
If insufficient space is provided on this form, please submit supplementary typed lists.
Firms are required to submit this information MONTHLY, in terms of Section 29 of the Agreement.
To ascertain into which group an employee will fall, please see Reverse side.

Groep 1.

Werknemers wie se voorgeskrewe tarief 3s. 9d. per uur is.

Groep 2.

Werknemers wie se voorgeskrewe tarief 2s. 9d. per uur of meer, maar hoogstens 3s. 9d. is.

Groep 3.

Werknemers wie se voorgeskrewe tarief 1s. 0d. per uur of meer, maar hoogstens 2s. 9d. is.

Groep 4.

Werknemers wie se voorgeskrewe tarief minder as 1s. 0d. per uur is, minderjariges en vakleerlinge wat in aangewese bedrywe in diens is gedurende die tydperk waarin hulle sonder 'n leerlingkontrak is.

Groep wat nie heffings betaal nie.

Algemene arbeiders en vakleerlinge. 1d. moet ten opsigte van elkeen slegs deur die werkgever betaal word: Minimum betaling per maand, 10s. 0d.

Group 1.

Employees whose prescribed rate is 3s. 9d. per hour.

Group 2.

Employees whose prescribed rate is 2s. 9d. per hour, or more but less than 3s. 9d.

Group 3.

Employees whose prescribed rate is 1s. per hour or more but less than 2s. 9d.

Group 4.

Employees whose prescribed rate is less than 1s. per hour, minors, and apprentices employed in designated trades during the period they are without a contract of Apprenticeship.

Non-Levy Paying Group.

General Labourers and Apprentices: 1d. to be paid for each, by the employer only.

Minimum payment per month: 10s.

Geteken te Durban, soos gemagtig vir en namens die partye, op hede die 19de dag van Maart 1953.

R. C. THROSSELL,
Lid van die Raad.
A. SEGERIUS,
Lid van die Raad.
J. R. MARWICK,
Sekretaris van die Raad.

* No. 1559.] [17 Julie 1953.]

WET OP FABRIEKE, MASJINERIE EN
BOUWERK, 1941.

ELEKTROTEGNIESIE NYWERHEID (NATAL).

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid bekendgemaak by Goewermentskennisgewing No. 1558 van 17 Julie 1953, nie vir die persone wie se werksure daarby gereël word minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

Signed at Durban, as authorised for and on behalf of the parties, on this 19th day of March, 1953.

R. C. THROSSELL,
Member of the Council.
A. SEGERIUS,
Member of the Council.
J. R. MARWICK,
Secretary of the Council.

* No. 1559.] [17 July 1953.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

ELECTRICAL INDUSTRY (NATAL).

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 Industry, published under Government Notice No. 1558 of the 17th July, 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.

Wette van die Unie van Suid-Afrika, 1951

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