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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. 558.] [19 Maart 1954.
NYWERHEID-VERSOENINGSWET, 1937.

ELEKTROTEGNIESE NYWERHEID, OOS-LONDEN.

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

- (a) kragtens subartikel (6) gelees met subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937; dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Elektrotegniese Nywerheid betrekking het vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangeegaan het en op die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens subartikel (6) gelees met subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousule 1 en klousules 3 tot en met 19 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrik Oos-Londen; en
- (c) kragtens subartikel (6) gelees met subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousule 1 en klousules 3 tot en met 19 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig twee jaar vanaf genoemde tweede Maandag in die magistraatsdistrik Oos-Londen *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking „werkneemter”, 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. 558.] [19 March 1954.
INDUSTRIAL CONCILIATION ACT, 1937.

ELECTRICAL INDUSTRY, EAST LONDON.

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

- (a) in terms of sub-section (6) read with sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appear in the Schedule hereto and which relate to the Electrical Industry, shall be binding from the second Monday after publication of this notice and for the period ending two years from the said second Monday upon the employers' organization and trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;
- (b) in terms of sub-section (6) read with sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clause 1 and clauses 3 to 19 (inclusive) of the said Agreement shall be binding from the second Monday after 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 Magisterial District of East London; and
- (c) in terms of sub-section (6) read with sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of East London and from the second Monday after publication of this notice and for the period ending two years from the said second Monday the provisions contained in clause 1 and clauses 3 to 19 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons 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.

VERSOENINGSRAADOOREENKOMS VIR DIE ELEKTROTEGNIESE NYWERHEID, OOS-LONDEN.

ingevolge die bepaling van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die Electrical Contractors Association (South Africa) en die

East London Electrical Employers' Association (hieronder „die werkgewers” of „die werkgewersorganisasies” genoem) aan die een kant, en die

South African Electrical Workers' Association (hieronder „die werknemers” of „die vakvereniging” genoem) aan die ander kant, wat die partye is by die Versoeningsraad vir die Elektrotegniese Nywerheid, Oos-Londen.

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepaling van hierdie Ooreenkoms moet in die magistratsdistrik Oos-Londen nagekoms word deur alle werkgewers en werknemers in die Elektrotegniese Nywerheid wat onderskeidelik lede is van die werkgewersorganisasies en die vakvereniging; met dien verstaande dat—

- (a) die bepaling slegs van toepassing is op vakleerlinge vir sover hulle nie in stryd is met die Wet op Vakleerlinge 'n kontrak wat aangegaan is of 'n voorwaarde wat daarin bepaal is nie;
- (b) die bepaling nie van toepassing is nie op—
 - (i) bestuurders van meganiese voertuie;
 - (ii) leerlinge of kwekelinge ingevolge die bepaling van Proklamasie No. 8 van 1946;
 - (iii) leerlinge of kwekelinge ingevolge die bepaling van die Wet op Opleiding van Ambagsmanne, 1951;
 - (iv) ongeskoold arbeiders.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWINGS.

Alle uitdrukking wat in hierdie Ooreenkoms gesig word en in die Nywerheid-versoeningswet, 1937, omskryf word, het dieselfde betekenis as in daardie Wet; verwysing na 'n wet omvat wysigings van daardie wet; voorts, tensy dit strydig is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937, soos gewysig; „vakleerling”, 'n werknemer wat in diens is ooreenkomsdig 'n skriftelike leerlingkontrak wat geregistreer is of beskou word dat dit geregistreer is kragtens die bepaling van die Wet op Vakleerlinge, 1944;

„Elektrotegniese Nywerheid”, of „nywerheid”, sonder om in 'n enkele opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid waarin werkewer en werknemer geassosieer is vir—

- (a) die installering en/of herstel van elektriese uitrusting, met inbegrip van generators, motore, konvertors, skakel- en beheeruitrusting (met inbegrip van relais, kontraktors, elektriese instrumente en uitrusting wat daarby hoort) elektriese beligtegs-, verhittings-, kook-, vries- en verkoeluitrusting, primêre en sekondêre selle en batterye, transformators, oondruktursting, radiotoestelle en verwante elektriese toestelle, seinkuitrusting, en ander uitrusting wat die beginsels aanwend wat gebruik word by die bediening van radio- of elektroniese uitrusting, en met inbegrip van alle werkzaamhede wat daarby hoort, maar met uitsondering van—
 - (i) die vervaardiging van genoemde uitrusting;
 - (ii) die bedrading of installering van beligtegs-, verhittings- of ander uitrusting of los of vas toebehore in motorvoertuie; en
 - (iii) die vervaardiging, herstel en onderhoud van motorvoertuigbatterye, maar omvat nie klerklike werknemers nie;

- (b) die bedrading of installering van beligtegs-, elektriese verhittings- of ander permanente elektriese toebehore in geboue of bouwerke, of die herstel en/of onderhoud en/of installering van hysers en roltrappe in geboue of bouwerke en/of die vervaardiging van artikels wat by vooroende werkzaamhede hoort, of die werk nou gedoen word, die materiaal nou voorberei word of die nodige artikels nou vervaardig word op die terrein van die geboue of bouwerke of elders, maar omvat nie klerklike werknemers of administratiewe personeel nie;

„plattelandse werk”, werk binne die magistratsdistrik Oos-Londen, maar nie binne 'n omtrek van agt myl van die hoofposkantoor van Oos-Londen af nie;

„voortdurende toesig”, binne sodanige afstand bly van die werk waaraan toesig gehou moet word, sodat op al die besonderhede van die werk gelet kan word;

„bewaarplek”, 'n skuur, kamer, werkinkel, fabriek of soortgelyke plek wat uit vier mure en 'n dak bestaan en van beton, baksteenwerk, hout, yster of enige kombinasie daarvan gebou is, wat veilig toegesluit kan word; die geheel moet so gebou word dat dit te eniger tyd 'n veilige bewaarplek kan wees vir werknemers se gereedskap en klere;

SCHEDULE.

CONCILIATION BOARD AGREEMENT FOR THE ELECTRICAL INDUSTRY, EAST LONDON

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

The Electrical Contractors Association (South Africa) and the

East London Electrical Employers' Association (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 the parties to the Conciliation Board for the Electrical Industry, East London.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial District of East London by all employers and employees in the Electrical Industry, who are members of the employers' organisations and the trade union, respectively, provided that—

- (a) the terms shall apply to apprentices only in as far as they are not inconsistent with the Apprenticeship Act, or any contract entered into or any condition fixed therein;
- (b) the terms shall not apply to—
 - (i) drivers of mechanical vehicles;
 - (ii) learners or trainees in terms of Proclamation No. 8 of 1946;
 - (iii) learners or trainees in terms of the Training of Artisans Act, 1951;
 - (iv) unskilled labourers.

2. PERIOD OF OPERATION.

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

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1937, as amended; “apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944;

“Electrical Industry” or “industry” means, without in any way limiting the ordinary meaning of the expression, the industry in which employers and employees are associated for—

- (a) the installation and/or repair of electrical equipment including generators, motors, converters, switch and control gear (including relays, contractors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, primary and secondary cells and batteries, transformers, furnace equipment, radio sets and allied electrical apparatus, signalling equipment, and other equipment utilising the principles used in the operation of radio or electronic equipment, and in including all operations incidental thereto but not including—
 - (i) the manufacture of the equipment referred to;
 - (ii) the wiring of, or installation in motor vehicles of lighting, heating or other equipment of fixtures whether permanent or otherwise; and
 - (iii) the manufacture, repair and servicing of motor vehicle batteries, but shall not include clerical employees;

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

“country job” means a job within the Magisterial District of East London but not within a radius of eight miles from the principal post office at East London;

“constant supervision” means remaining within such a distance of the work to be supervised, that all details of such work can be observed;

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

„stukwerk”, ‘n werkstelsel waarvolgens ‘n werknemer se verdienste gedeeltelik of heeltemal gebaseer word op die hoeveelheid of omvang van die werk wat gedoen is; „openbare vakansiedag”, Goeie-Vrydag, Geloftedag, Kersdag, Nuwejaarsdag en Paasmaandag; „geskikte slaapplek”, ‘n waterdige skuiling wat veilig toegesluit kan word, met ‘n houtvloer en die nodige wasgeriewe, voudbeddens, matras en toiletgeriewe; „ongeskoolde arbeider”, ‘n werknemer wat uitsluitlik in diens is om enigeen van of al die volgende werksaamhede te doen:—

- (a) Materiaal op- of aflaai;
- (b) groewe vir geleidingsbuise in mure en betonvloere kap en hulle deurkap, beton- en baksteenwerk boor;
- (c) skroefdraad op pype sny onder voortdurende toesig van ‘n ambagsman;
- (d) vakmanne help waar nodig, maar nie met geskoold werk of met werk wat gewoonlik deur arbeiders verrig word nie;

„loon”, daardie gedeelte van die besoldiging wat ten opsigte van die gewone werkure wat in klousule 11 bepaal word, in kontant aan die werknemer betaalbaar is; „skuilplek in nat weer”, ‘n skuilplek wat van waterdige materiaal op so ‘n wyse gebou is, dat persone daarin onder alle omstandighede droog en gemaklik is;

„werkende werkewer” of „vennoot”, ‘n werkewer of ‘n vennoot in die vennootskap wat self werk doen wat soortgelyk is aan dié wat werknemers in die nywerheid verrig; „werkdag”, enige dag uitgesonder Saterdag, Sondag, Goeie-Vrydag, Geloftedag, Kersdag, Nuwejaarsdag en Paasmaandag; „noondaalklike onderhoudwerk”, werk wat essensiell is in die Elektrotegniese Nywerheid om seker te maak van die gerief, gesondheid en veiligheid van die publiek, of werksaamhede in verband met enige ander nywerheid, besigheid of onderneming, met inbegrip van die dienste wat nodig is om ontwrigtings in gevestigde elektrotegniese dienste te herstel.

4. LONE.

(1) Lone teen skale van minder as 3s. 6d. per uur mag nie deur ‘n werkewer betaal en deur ‘n werknemer aangeneem word nie; met dien verstande dat die diensvoorraades van ‘n werknemer nie vir drie maande verander word na voorraades wat vir hom minder gunstig is as dié wat hy op die datum van die publikasie van hierdie Ooreenkoms geniet terwyl hy in diens van dieselfde werkewer is nie.

(2) *Licensie- en spesialstoelae.*—Benewens die lone en ander toelae wat in hierdie Ooreenkoms voorgeskryf word, moet die werkewer ‘n toelae van 3d. per uur gewerk, met inbegrip van oortyd en werkure op ‘n Saterdag, Sondag of openbare vakansiedag wat in klousule 11 genoem word aan elke werknemer in sy diens betaal—

- (i) wat die houer is van ‘n elektrotegniese draadwerkertlisensie ingevolge die bepalings van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939; of
- (ii) wat uitsluitlik elektrotegniese werk doen maar nie elektriese bedrading nie, en wat op grond van hierdie gespesialiseerde werk deur die elektrotegniese draadwerkers se regstrasieraad beskou word as iemand wat nie in aanmerking kom om as ‘n elektrotegniese draadwerker ingevolge die bepalings van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, te kwalifiseer nie.

Betaling van die licensie en spesialstoelae moet teruggehoud word totdat die werknemer op jaarlike verlof gaan en dit sal terselfdertyd as die bedrag wat ingevolge klousule 13 vasgestel word, betaal word.

5. LEWENSKOSTETOELAE.

(1) Bo en behalwe die lone wat kragtens hierdie Ooreenkoms, soos in klousule 4 hiervan voorgeskryf, aan werknemers betaal moet word, moet levenskostetoelae betaal word wat bereken word volgens die gewone weeklikse werkure van Maandag tot en met Vrydag, sonder oortyd en ooreenkombig die volgende skaal:—

- (i) Die toelae moet teen die skaal van £2 5s. 3d. per week betaal word en moet op of af teen die skaal van 7d. per week vir elke volle 5 punte stijging of daling van die indekssyfer bo of onder 1,405 punte aangepas word; met dien verstande dat hierdie klousule nie op vakteerlinge van toepassing is nie; voorts met dien verstande dat wanneer die toelae wat kragtens die voorgaande betaal moet word minder sou wees as die toelae soos voorgeskryf by Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, of minder as kragtens ‘n soortgelyke maatreel wat dit vervang, die levenskostetoelae kragtens laasgenoemde maatreel betaal moet word.
- (ii) Die toelae wat ten opsigte van ‘n week aan ‘n werknemer betaalbaar is, moet *pro rata* verminder word ooreenkombig die tydperk van afwesigheid van werk sonder die werkewer se toestemming tensy daardie afwesigheid veroorsaak word deur siekte of onbekwaamheid wat binne die bepalings van die Ongevallewet, 1944, val, en in hierdie geval mag geen vermindering ten opsigte van die eerste week van sodanige afwesigheid afgetrek word nie.
- (iii) ‘n Werkewer van wie vereis word om toelae te betaal ten opsigte van ‘n tydperk van afwesigheid as gevolg van siekte, kan van die werknemer vereis om ‘n geneeskundige sertifikaat ten opsigte van sodanige afwesigheid voor te leen voordat besoldiging betaal word.

“piecework” means any system of work under which an employee's earnings are partly or wholly based on quantity or output of work done;

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

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

“unskilled labourer” means an employee exclusively engaged in any or all of the following:—

- (a) Loading or unloading materials;
- (b) chasing and cutting of walls and concrete, floors for conduits, drilling concrete and brickwork;
- (c) threading of piping under the constant supervision of an artisan;
- (d) assisting artisans wherever necessary, but not to perform skilled work or work which is not normally performed by labourers;

“wage” means that portion of the remuneration payable in money to an employee in respect of the ordinary hours of work laid down in clause 11;

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

“working employer” or “partner” means an employer or any partner in a partnership who himself performs work similar to that carried out by employees in the industry;

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

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

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than 3s. 6d. per hour; provided that the conditions of employment of an employee shall not be altered for three months to conditions less favourable than those enjoyed by him at the date of publication of this Agreement whilst he is in the employ of the same employer.

(2) *Licence-and Specialist Allowance.*—In addition to wages and other allowances prescribed in this Agreement, an allowance of 3d. per hour worked, including overtime and hours of work on a Saturday, Sunday or public holiday referred to in clause 11, shall be paid by an employer to each employee employed by him—

(i) who is the holder of an Electrical Wiremen's Licence in terms of the Electrical Wiremen and Contractors' Act, 1939;

(ii) who is exclusively employed on electrical work other than electrical wiring and who by reason of such specialised employment is determined by the Electrical Wiremen's Registration Board as being ineligible for qualification as an electrical wireman in terms of the Electrical Wiremen & Contractors' Act, 1939.

Payment of the licence and specialist allowance shall be deferred until the employee proceeds on annual leave and will be paid simultaneously with the amount determined under clause 13.

5. COST OF LIVING ALLOWANCE.

(1) In addition to wages payable to employees under this agreement as prescribed in clause 4 hereof cost of living allowance shall be paid calculated on the ordinary weekly hours of work from Mondays to Fridays, exclusive of overtime and in accordance with the following scale:—

(i) The allowance shall be paid at the rate of £2. 5s. 3d. per week and shall be adjusted upwards or downwards at a rate of 7d. per week for every 5 complete points rise or fall in the index figure above or below 1405 points; provided that this clause shall not apply to apprentices. Provided, further, that if the allowance payable in terms of the foregoing should be less than the allowance provided for in War Measure No. 43 of 1942, as amended from time to time, or under any similar measure representing it, the cost of living allowance under the latter instrument shall be paid.

(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 the employer's permission unless such absence is due to illness or a disablement falling within the provisions of the Workmen's Compensation Act, 1944, 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 allowance 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.

(2) Elke aanpassing by die skaal van lewenskostetoeleae na verandering van die indeks, moet toegepas word met ingang van die eerste betaaldag in die maand wat volg op publikasie van die maandelikse persverklaring waarin van sodanige verandering kennis gegee word.

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

(4) „Indeksyfier” beteken die beswaarde gemiddelde indeks met betrekking tot voedsel, branstof, lig, 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 gepubliseer in die maandelikse persverklaring.

6. STUKWERK.

(1) Werk op 'n stukwerkbasis mag nie deur die werkewer uitgegee word of deur die werknemer verrig word nie. Vir die toepassing van hierdie klousule beteken „stukwerk” 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregty is, bereken word slegs volgens die hoeveelheid of omvang van die werk wat gedoen is, sonder inagneming van die tyd daarvan bestee.

(2) Ondanks die bepalings van subklousule (1) van hierdie klousule, is dit toelaatbaar om 'n stelsel van aansporingslone te voer en in werking te stel na onderlinge ooreenkoms tussen individuele werkewer en sy werknemers; met dien verstande dat die besoldiging en ander geldelike voordele wat aan die werknemers toekom ten gevolge van die instelling en werking van so 'n stelsel, nie minder mag wees as dié wat in klousules 4, 5 en 13 van hierdie Ooreenkoms (lone en toelaes) voorgeskryf is nie; en voorts met dien verstande dat die ander bepalings van hierdie Ooreenkoms in elke opsig nagekom word; voorts met dien verstande dat vakleerlinge nie toegelaat mag word om aan so 'n stelsel deel te neem nie.

7. KONTRAK UITSLUITLIK VIR ARBEID.

Geen werkewer mag werk uitgee op 'n kontrak uitsluitlik vir arbeid nie. Geen werknemer mag werk op so 'n basis verrig nie.

8. BETALING VAN LONE, TOELAES EN OORTYD BESOLDIGING.

(1) Lone, verdienste vir oortyd, toelaes en alle ander besoldiging wat verskuldig is, moet uiterstens om 4.30 nm. op Vrydag, of by diensbeëindiging as dit voor die gewone betaaldag van die werknemer plaasvind, in kontant betaal word.

As Vrydag 'n vakansiedag in die Elektrotegniese Nywerheid is, dan moet besoldiging op die voorafgaande Donderdag betaal word.

(2) Lone, oortydverdienste, en alle ander besoldiging wat verskuldig is moet aan werknemers oorhandig word in versëeld koeverte of ander houers, waarop die naam van die werknemer, getal gewone ure en oortydure wat gewerk is, bedrae wat afgerek is en die ingeslotte bedrag vermeld word.

(3) Geen aftrekings hoegenaamd kan van bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone, verdienste vir oortyd en/of ander vorms van besoldiging gemaak word nie, uitgesonder die volgende:

- (a) Met skriftelike toestemming van die werknemer aftrekings vir siekbedstand-, versekerings-, pensioenfondse of vir 'n vakvereniging wat een van die partye by hierdie Ooreenkoms is.
- (b) Elke bedrag wat 'n werknemer ingevolge 'n wet, ordonnansie of regsgeding verplig is om namens 'n werknemer af te trek.
- (c) Elke bedrag wat 'n werkewer kragtens wet toegelaat word om van 'n werknemer se besoldiging af te trek.

9. STAPTYD EN VERVOER.

(1) As 'n werk binne 'n gebied waarop hierdie Ooreenkoms van toepassing is, en nie binne 'n omtrek van drie myl nie, maar binne 'n omtrek van agt myl van die hoofposkantoor op Oos-Londen, geleë is, moet genoemde werkewer aan elke werknemer wat daardie werk doen 'n toelae van 4d. betaal vir elke halfmyl of gedeelte van 'n halfmyl van die afstand buite daardie omtrek van drie myl. Die toelae is daagliks vir die afstand heen en terug betaalbaar.

(2) 'n Werkewer is geregty om in plaas van die voorafgaande, geskikte vervoer in albei rigtings te verskaf of om vir vervoer ten opsigte van genoemde afstand, soos genoem in subklousule (1) van hierdie klousule, te betaal.

(3) Alle tyd wat 'n werknemer gebruik om na of van sy werk te gaan, val buite die gewone werkure wat in klousule 11 voorgeskryf word.

(4) 'n Werkewer moet 'n werknemer wat geregty is op 'n staptijd- en/of vervoertoelae, weekliks daardie toelae betaal.

(5) Vir die toepassing van hierdie klousule beteken „geskikte vervoer” 'n vervoermiddel wat van waterdigte dak en geskaafde houtsitplekke voorsien is.

10. PLATTELANDSE WERK EN TOELAES DAARVOOR.

(1) Die werkewer moet vervoer na en van die werkplek verskaf vir 'n werknemer wat hy uitstuur om plattelandse werk te doen; met dien verstande dat die werkewer die volgende in plaas daarvan moet betaal:

- (a) As daar redelikerwys gesê kan word dat die werknemer in staat is om elke dag huis toe te gaan en dit ook doen, daagliks 'n tweedeklasretoerkaartjie. Besoldiging word slegs betaal vir werk wat by die werk gedoen word.

(2) Any adjustment in the rate of cost of living allowance consequent upon a variation of the index shall be effected as from the first pay day in the month following publication of the monthly press release statement 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 1,000 points and published in the Monthly Press Release Statement.

6. PIECEWORK.

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

(2) Notwithstanding the provisions of sub-clause (1) of this clause, it shall be permissible, by mutual agreement between any individual employer and his employees, to introduce and operate a system of incentive payments; provided that as a result of the introduction and operation of such system, the remuneration and other monetary benefits accruing to employees shall not be less than those prescribed in clauses 4, 5 and 13 of this Agreement (wages and allowances) and provided further that the other provisions of this Agreement are adhered to in every respect. Provided further, that apprentices shall not be allowed to participate in such a system.

7. LABOUR ONLY CONTRACT.

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

8. PAYMENTS OF WAGES, ALLOWANCES AND OVERTIME.

(1) Wages, earnings for overtime, allowances and all other remuneration due shall be paid in cash weekly not later than 4.30 p.m. on Fridays or on termination of employment if this takes place before the ordinary pay day of the employee.

When a Friday is a holiday in the Electrical Industry, payments shall be made on the Thursday preceding.

(2) Wages, earnings for overtime and any other remuneration due shall be handed to employees in sealed envelopes or other containers bearing the name of the employee, number of ordinary and overtime hours worked, any deductions which may have been made and the amount enclosed.

(3) No deduction of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration, other than the following:

- (a) With the written consent of the employee deductions for sick benefit, insurance, pension funds or to the trade union party to this Agreement.
- (b) Any amount which an employer is, by any law, Ordinance or legal process, compelled to make on behalf of an employee.
- (c) Any amount which an employer is by law permitted to deduct from an employee's remuneration.

9. WALKING TIME AND TRANSPORT.

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

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

(3) Any time occupied by an employee in proceeding to or from work, shall be outside the ordinary working hours as prescribed in clause 11.

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

(5) For the purpose of this clause “suitable transport” shall mean transport provided with water-proof covering and planed wooden seating.

10. COUNTRY JOB AND WORKING AWAY ALLOWANCES.

(1) Transport to and from the place of work shall be provided by an employer to an employee sent by him to a country job, provided that the employer shall make the following payments in lieu thereof:

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

- (b) As daar redelikerwys gesê kan word dat die werknemer nie in staat is om elke dag huis toe te gaan nie, 'n tweede-klas-retrokaartjie na en van die werkplek, onderskeidelik by die aanvang en die voltooiing van daardie werk en ook eenmaal per maand as die werknemer vir een maand of langer van sy huis afwesig is; vir tyd wat gedurende die gewone werkure gereis word, moef besoldiging teen die skaal van die uurloon van die betrokke werknemer betaal word, en vir tyd wat buite die gewone werkure gereis word, moet besoldiging teen die helfte van daardie uurloon betaal word.
- (c) As daar redelikerwys gesê kan word dat 'n werknemer elke naweek huis toe kan gaan en by die gewone begintid op Maandag (of Dinsdag indien Nuwejaarsdag, Kersdag of Geloftedag op 'n Sondag of Maandag val) terug kan wees, is hy geregtig op 'n tweede-klas-retrokaartjie vir die naweke, maar as die reis nie onderneem word nie, word geen bedrag in plaas van die kaartjie betaal nie. 'n Werknemer is nie geregtig op enige besoldiging of lewenskoste-toelae ten opsigte van tyd wat aan die reis gedurende die naweke bestee word nie.

(2) Die werkewer moet gesikte slaapplek naby die werkplek verskaf.

11. WERKURE EN WERKDAE.

(1) Onderworpe aan die bepalings van klosule 12 en subklosule (2) van hierdie klosule mag geen werkewer 'n werknemer verplig of toelaat om soos volg te werk nie:

- (a) Vir langer as 42 uur in 'n week;
- (b) vir langer as $8\frac{1}{2}$ uur op 'n dag van Maandag tot en met Donderdag en 8 uur op Vrydag;
- (c) tussen 1 nm. en 2 nm. op enige dag van Maandag tot en met Vrydag;
- (d) op Saterdag, Sondag, Goeie-Vrydag, Geloftedag, Kersdag, Nuwejaarsdag en Paasmaandag;
- (e) vir langer as vyf uur sonder 'n onderbreking van een uur.

(2) Ondanks andersluidende bepalings in subklosule (1) van hierdie klosule, kan 'n werkewer van sy werknemer vereis of hom toelaat om op 'n Saterdag drie uur aan noodsaklike onderhoudienste te werk, en vir daardie tyd moet die werknemer besoldig word teen sy gewone uurloon plus 'n eenvormige lewenskostetolae van 1s. 3d. per uur, afgesien van die styging of daling van die lewenskoste-indeksyfer.

(3) Alle werkende werkewers en vennote moet die bepalings van subklosule (1) nakom.

(4) Geen werknemer mag terwyl hy by 'n werkewer in diens is werk in die Elektrotegniese Nywerheid werk, onderneem of verrig nie, hetsy vir besoldiging of nie, buite die gewone werkure of werkdae soos in subklosule (1) en (2) voorgeskryf, behalwe dat daardie werknemer uitsluitlik vir homself kan werk.

12. OORTYD.

(1) 'n Werknemer van wie dit vereis word om buite die ure te werk wat in klosule 11 (1) van hierdie Ooreenkoms voorgeskryf word, moet teen die volgende skaal besoldig word:

- (a) Een en 'n half maal sy gewone loonskala vir elke uur of gedeelte van 'n uur vir die eerste drie uur na die gewone werkure op elke dag van Maandag tot en met Vrydag, en daarna dubbel sy gewone loonskala vir elke uur of gedeelte van 'n uur wat aldus op daardie dae gwerk word;
- (b) een en 'n half maal sy gewone loonskala vir die eerste vier uur wat op Saterdagmōre voor 12-uur middag gwerk word; met dien verstande dat wanneer oortydwerk op die voorafgaande Vrydag gedoen is, 'n werknemer teen dubbel die gewone loonskala besoldig moet word ten opsigte van daardie ure wat op Saterdag gwerk word;
- (c) dubbel sy gewone loonskala vir alle tyd wat op Saterdae na twaalf uur middag gwerk word.
- (d) as 'n werknemer op Sondag werk, dubbel die besoldiging wat betaalbaar is ten opsigte van die tydperk wat gewoonlik op 'n weekdag gwerk word, of die werknemer teen 'n skaal van minstens $1\frac{1}{2}$ maal sy gewone skaal van besoldiging besoldig vir die hele tydperk wat op die Sondag gwerk word en hom binne sewe dae na die Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loonskala asof hy op so 'n dag sy gemiddelde gewone ure vir daardie dag van die week gwerk het.

(2) Ondanks die bepalings van die voorafgaande subklosule (1), kan 'n werknemer verplig of toelaat word om op Saterdag voor twaalfuur middag vir drie uur aan noodsaklike onderhoudienste te werk teen die loonskala voorgeskryf in klosule 11 (2); vir alle tyd wat meer as drie uur voor twaalfuur middag of na twaalfuur middag op Saterdag gwerk word, moet besoldiging betaal word ooreenkostig die bepalings van paragraue (b) en (c) van die voorgaande subklosule.

(3) Geen werkewer mag 'n werknemer toelaat om vir langer as 10 uur oortyd in 'n week te werk nie, en geen werknemer mag meer as 10 uur oortyd in 'n week werk nie.

13. JAARLIKSE VERLOF.

(1) 'n Werkewer moet sy werknemer ten opsigte van elke volle jaar diens by hom drie agtereenvolgende weke verlof toestaan met die volle besoldiging wat hy onmiddellik voor die aanvang van verlof ontvang het. Daarbenewens moet die volle bedrag wat ingevolge die bepalings van klosule 4 (2) tot sy krediet opgeloop het, aan die werknemer betaal word.

(b) Where an employee can reasonably be said to be unable to return to his home daily second class railway fare to and from the place of work at the beginning and termination of such work respectively and also once a month if the employee is absent from his home for one month or longer; time occupied in travelling during the ordinary hours of work shall be paid for at the hourly rate of wages of the employee concerned and the time occupied in travelling outside the ordinary hours of work at half such rate.

(c) Where an employee can reasonably be said to be able to proceed to his home at the week-end and return by the ordinary starting time on Monday (or Tuesday if New Year's Day, Christmas Day or the Day of the Covenant falls on a Sunday or Monday) he shall be entitled to second class railway return fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employee shall not be entitled to any remuneration or cost of living allowance in respect of time spent in travelling during such week-ends.

(2) Suitable board and sleeping accommodation in proximity to the place of work shall be provided by the employer.

11. HOURS AND DAYS OF WORK.

(1) Subject to the provisions of clause 12 and sub-clause (2) of this clause no employer shall require an employee to work and an employee shall not work—

- (a) for more than 42 hours in any one week;
- (b) for more than eight and one-half hours in any day from Monday to Thursday inclusive, and eight hours on Friday;
- (c) between 1 p.m. and 2 p.m. on any day from Monday to Friday, inclusive;
- (d) on Saturday, Sunday, Good Friday, Day of the Covenant, Christmas Day, New Year's Day and Easter Monday;
- (e) for longer than five hours without a break of at least one hour.

(2) Notwithstanding anything contained in sub-clause (1) of this clause an employer may require or permit an employee to work for three hours on Saturdays on essential maintenance services for which time such employee shall be remunerated at his normal hourly wage plus a flat rate of cost of living allowance of 1s. 3d. per hour irrespective of the rise or fall in the cost of living price index figure.

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

(4) No employee whilst in the employ of an employer shall solicit, undertake or perform any work in the Electrical Industry, whether for remuneration or not, outside of the ordinary hours of work or working days prescribed in sub-clause (1) and (2) save that such employee may work for himself only.

12. OVERTIME.

(1) An employee who is required to work any time outside the hours prescribed in clause 11 (1) of this Agreement shall be paid at the rate of—

- (a) one and a half times his ordinary rate of wages for every hour or part of an hour for the first three hours after ordinary hours of work on any day from Monday to Friday, and thereafter double his ordinary rate of wages for every hour or part of an hour so worked on such days;
- (b) one and a half times his ordinary rate of wages for the first four hours worked on a Saturday morning prior to 12 noon; provided that where overtime was worked on the Friday previous, double the ordinary rate of wages of employee shall be paid in respect of such hours worked on a Saturday;
- (c) double his ordinary rate of wages for any time worked on a Saturday after 12 noon;
- (d) double the remuneration payable in respect of the period ordinarily worked by him on a weekday whenever an employee works on a Sunday or pay the remuneration at a rate of not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of pay as if he had on such Sunday worked his average ordinary hours for that day of the week.

(2) Notwithstanding the provisions of the preceding sub-clause (1) an employee may be required or permitted to work for three hours on Saturday before 12 noon on essential maintenance services at the rate of wages prescribed in clause 11 (2); any time so worked in excess of three hours before 12 noon after 12 noon on Saturday shall be paid for in accordance with the provisions of paragraph (b) and (c) of the preceding sub-clause.

(3) No employer shall permit an employee to work and no employee shall work more than 10 hours overtime in any one week.

13. ANNUAL LEAVE.

(1) An employer shall grant to each employee in respect of each completed year of employment with him three consecutive weeks' leave on full pay at the rate of remuneration he was receiving immediately prior to proceeding on leave. In addition the employee shall be paid the full amount which accrued to his credit in terms of clause 4 (2).

(2) Die verlof wat in subklousule (1) genoem word, moet toegestaan word op 'n tyd wat die werkewer vasstel; met dien verstande dat—

- (a) as daardie verlof nie eerder toegestaan is nie, dit toegestaan moet word binne twee maande na voltooiing van die jaar waarop dit betrekking het;
- (b) die tydperk van verlof nie met 'n tydperk mag saamval wanneer die werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie;
- (c) as Nuwejaarsdag, Goeie-Vrydag, Geloftedag, Kersdag of Paasmaandag binne die verlof val; nog 'n dag ter vervanging van elke sodanige dag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof met volle besoldiging.

(3) (a) 'n Werknemer wat, wanneer hy die volgende keer in aanmerking kom vir verlof met besoldiging kragtens subartikel (1) van hierdie artikel, minstens 12 jaar diens by dieselfde werkewer voltooi het, is elke jaar terwyl hy by dieselfde werkewer in diens is, geregtig op 'n ekstra week verlof met besoldiging wanneer dit die werkewer pas; met dien verstande dat—

- (i) die verlof met besoldiging wat in subartikel (1) van hierdie artikel genoem word kragtens 'n onderlinge ooreenkoms tussen die werkewer en werknemer met 'n ekstra week verleng kan word; of
- (ii) die ekstra week se verlof vir die jaar waarin hy vir verlof gekwalifiseer het, kragtens genoemde onderlinge ooreenkoms uitgestel kan word en dat die werknemer dit kan laat ooploop totdat hy vir drie sodanige weke verlof met besoldiging kwalifiseer.

(b) As die werkewer en werknemer tot die reëeling waarvoor voorsiening in paragraaf (a) (ii) gemaak is, ooreenkomen, en die werknemer in aanmerking kom vir drie weke ekstra verlof met besoldiging (hieronder die „opgelopte verlof“ genoem), moet die werkewer die opgelopte verlof toestaan en die werknemer moet dit neem wanneer dit gegee word, en die verlof met besoldiging wat in subartikel (1) van hierdie artikel voorgeskryf word, neem, tensy, na gelang van die geval, die werkewer en werknemer ooreenkomen dat die opgelopte verlof op 'n ander tyd geneem sal word; met dien verstande dat die werkewer die werknemer in enige geval in staat moet stel om die opgelopte verlof te neem in die tydperk voordat hy weer vir verlof met besoldiging in aanmerking kom, en as die werknemer versuim om die opgelopte verlof binne daardie tydperk te neem, hy sy reg daarop verbeur.

(c) Wanneer die diens van 'n werknemer eindig wat geregtig geword het op die ekstra verlof waarvoor voorsiening in hierdie subartikel gemaak word, maar hy nog nie die gelykstaande waarde van die ekstra verlof met besoldiging, in hierdie artikel voorgeskryf, ontvang het nie, moet hy by sodanige diensbeëindiging besoldig word vir die ekstra verlof met besoldiging waaroor hy in aanmerking gekom het maar nog nie ontvang het nie.

14. BESOLDIGING TEN OPSIGTE VAN JAARLIKSE VERLOF EN SÉKERE OPENBARE VAKANSIEDAE.

(1) Die besoldiging ten opsigte van jaarlikse verlof wat in klousule 13 voorgeskryf word, moet op of voor die laaste werkdag voor die datum van aanvang van sodanige verlof betaal word of by beëindiging van diens as sodanige verlof nie reeds voor die datum van sodanige beëindiging toegestaan is.

(2) 'n Werknemer wat nie vir verlof soos voorgeskryf in klousule 13 gekwalifiseer het nie, moet by diensbeëindiging deur sy werkewer $1\frac{1}{2}$ dag ten opsigte van elke volle maand diens wat by daardie werkewer besoldig word teen die loonskaal en toelaes wat hy onmiddellik voor beëindiging van daardie diens ontvang het.

Die werkewer moet ook die volle bedrag wat tot die krediet van die werknemer ingevolge die bepalings van klousule 4 (2) opgeloop het tot op die datum van die diensbeëindiging aan die werknemer betaal.

(3) As 'n werknemer nie op Goeie-Vrydag, Geloftedag, Kersdag, Nuwejaarsdag of Paasmaandag werk nie, moet sy werkewer hom ten opsigte van sodanige dag besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op daardie dag sy gemiddelde gewone werkure gewerk het; met dien verstande dat wanneer 'n werknemer op Goeie-Vrydag, Geloftedag, Kersdag, Nuwejaarsdag of Paasmaandag werk sy werkewer hom besoldig moet betaal teen die skaal van dubbel sy gewone skaal van besoldiging ten opsigte van die totale tydperk wat op sodanige dag gewerk word en bo en behalwe die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

15. DIENSBEËINDIGING.

(1) 'n Werknemer wat sy diens by sy werkewer wil beëindig, en 'n werkewer wat die diens van 'n werknemer wil beëindig, moet na gelang van die geval, minstens een werkdag opsegging vir sodanige beëindiging van diens aan die werkewer of die werknemer gee.

(2) 'n Werkewer kan 'n werknemer een werkdag se loon uitbetaal in plaas van die opsegging te gee waarop die werknemer reg het.

(3) Geen opsegging vir beëindiging van die diens word vereis as die betrokke werknemer minder as twaalf uur by dieselfde werkewer gewerk het nie.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer; provided that—

- (a) if such leave has not been granted earlier, it shall be granted within two months of the completion of the year of employment to which it relates;
- (b) the period of leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912;
- (c) if New Year's Day, Good Friday, Day of the Covenant, Christmas Day or Easter Monday falls within the period of such leave another day shall, in substitution of each such day be added to the said period as a further period of leave on full pay.

(3) (a) An employee who, when he next qualifies for a paid holiday in terms of sub-clause (1) of this section, has completed not less than 12 years' service with the same employer shall be entitled each year at the employers' convenience whilst employed by the same employer to an extra week's paid holiday, provided that by mutual arrangement between the employer and employee—

- (i) the paid holiday referred to in sub-section (1) of this section may be extended by an extra week; or
- (ii) the extra week's leave may be deferred from the year of qualifications 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 and the employee shall take the accumulated leave when it is given and take the paid holiday provided for in sub-section (1) 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 shall cease.

(c) Whenever the employment of an employee terminates who has become entitled to but has not yet received the equivalent value of the additional paid leave provided for in this sub-section, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

14. PAYMENT IN RESPECT OF ANNUAL LEAVE AND CERTAIN PUBLIC HOLIDAYS.

(1) The remuneration in respect of annual leave referred to in clause 13 shall be paid not later than the last work day before the date of the commencement of such leave or upon termination of employment if such leave has not already been granted before the date of such termination.

(2) An employee, who has not qualified for leave as prescribed in clause 13, shall upon termination of employment be paid by his employer for one and a half days in respect of each completed month of employment with such employer at the rate of wages and allowances he was receiving immediately prior to termination of such service. The employer shall also pay the employee the full amount accrued to the credit of the employee in terms of clause 4 (2) up to the date of termination of employment.

(3) If an employee does not work on Good Friday, Day of the Covenant, Christmas Day, New Year's Day or Easter Monday his employer shall pay him in respect of such days remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours.

Provided that if an employee works on Good Friday, Day of the Covenant, Christmas Day, New Year's Day, or Easter Monday, his employer shall pay him remuneration at the rate of double his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

15. TERMINATION OF EMPLOYMENT.

(1) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than one working day's notice of such termination of employment to the employer or the employee as the case may be.

(2) An employer may give an employee one working day's pay in lieu of the notice to which the employee is entitled.

(3) No notice of termination of employment shall be required if the employee concerned has worked for less than twelve hours with the same employer.

16. BEWARING EN VERSKAFFING VAN GEREEDSKAP.

(1) Die werkewer moet by alle werke en klein werkies, in skure en werkinkels voorsiening maak vir 'n gesikte plek waarin gereedskap toegesluit kan word. Die werkewer moet daardie gereedskap teen brand verseker.

(2) Die werkewer moet ook skroefdraadsnygereedskap verskaf, soos snyblokke, stempels, tappe en tandé, pypskroewe, soldeerlampe, vyle en ystersaaglemme, groot hamers en beitels om groewe in beton te kap.

17. INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

Geen werkewer mag 'n persoon onder die ouderdom van 15 jaar in diens hê nie.

18. VERTONING VAN OOREENKOMS.

Elke werkewer moet 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale en in die vorm wat by die regulasies ingevolge die Wet voorgeskryf word, in elke werkinkel, werkplek of werk waar hy sy besigheid dryf in 'n opvallende plek wat maklik toeganklik is vir al sy werkemers vertoon.

19. ALGEMEEN.

Geen werkewer of werkemmer mag die bepalings van hierdie Ooreenkoms tersydestel of genoemde bepalings 'n bate of 'n verpligting vir die betrokke werkewer of werkemmer skep of nie. Elke bepaling, subartikel of artikel vorm na gelang van die geval, 'n reg of 'n verpligting onafhanklik van die bestaan van ander bepalings. Ingeval enigeen van die bepalings, subartikels of artikels van hierdie Ooreenkoms nie langer toepaslik is nie, of *ultra vires* die bevoegdhede van die partye of van die Minister is, het sy voor of na publikasie van die Ooreenkoms in die *Staatskoerant* deur die Minister ooreenkomsdig die bepalings van die Wet, kan dit die originele gedeelte van die Ooreenkoms, wat in daardie geval die Ooreenkoms vorm, in geen enkele opsig raak nie.

Namens die partye hierby op hede, die 12de dag van Januarie 1954 in Oos-Londen onderteken.

South African Electrical Workers Association.

1. B. R. TUDHOPE, Vice-voorsitter.
2. E. L. SANGERHAUS.

Electrical Contractors' Association of South Africa wat met die East London Electrical Employers' Association geassosieer is.

1. E. H. FITZ.
2. R. MASTERS.

E. L. J. VENTER, Voorsitter.
H. W. ENGELKE, Sekretaris.

* No. 559.]

[19 Maart 1954.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

ELEKTROTEGNIESE NYWERHEID, OOS-LONDEN.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid, bekendgemaak by Goewermentskennisgewing No. 558 van 19 Maart 1954, nie vir die persone wie se werkure daarby gereel word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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16. STORAGE AND PROVISION OF TOOLS.

(1) A suitable place shall be provided by the employer on all jobs, jobbing work, sheds and workshops, for locking up tools. The employer shall insure such tools against loss by fire.

(2) The employer shall also provide screwing tackle, such as stocks, dies, taps and notches, pipe vices, blowlamps, files and hack-saw blades, large hammers and chisels for chasing concrete.

17. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

18. EXHIBITION OF AGREEMENT.

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

19. GENERAL.

No employer or employee may waive the provisions of this Agreement whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-section or section shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provisions, sub-section or section of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of the Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

Signed at East London, on the 12th day of January, 1954, on behalf of the parties thereto.

South African Electrical Workers Association.

1. B. R. TUDHOPE, Vice-Chairman.
2. E. L. SANGERHAUS.

Electrical Contractors' Association of South Africa Associated with the East London Electrical Employers' Association.

1. E. H. FITZ.
2. R. MASTERS.

E. L. J. VENTER, Chairman.
H. W. ENGELKE, Secretary.

* No. 559.]

[19 March 1954.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

ELECTRICAL INDUSTRY, EAST LONDON.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Electrical Industry, published under Government Notice No. 558 of the 19th March, 1954, 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.

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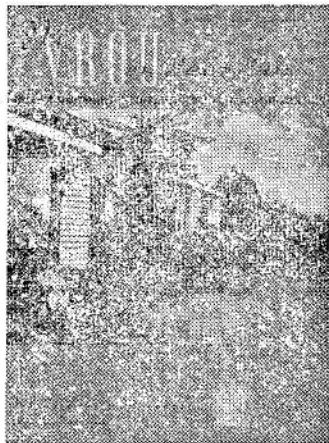
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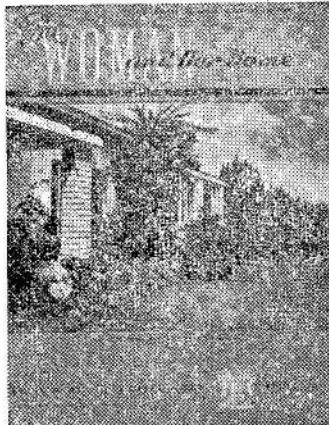
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