



UNION OF SOUTH AFRICA
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE
Government Gazette
Staatskoerant

(Registered at the Post Office as a Newspaper)

(As 'n Nuusblad by die Poskantoor Geregistreer)

VOL. CLXXXII.] PRICE 6d. PRETORIA, 25 NOVEMBER 1955. PRYS 6d. [No. 5585.

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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 2346.] [25 November 1955.
INDUSTRIAL CONCILIATION ACT, 1937.

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Contracting and Servicing 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 unions which entered into the said Agreement and upon the employers and employees who are members of those organisations or those unions;
- (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, 20 and 25 of Part 1, 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 Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown 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, 20, 25 and 28 of Part 1, 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.

J. DE KLERK,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2346.] [25 November 1955.
NYWERHEID-VERSOENINGSWET, 1937.

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, 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 hierby verskyn en op die Elektrotegniese Aannemings- en Bedieningsnywerheid, betrekking het van die twee Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in genoemde ooreenkoms vervat, uitgesonderd klousules 2, 20 en 25 van Deel 1, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Wynberg, Bellville en Simonstad; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings in genoemde ooreenkoms vervat, uitgesonderd klousules 2, 20, 25 en 28 van Deel 1, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, in die magistraatsdistrikte die Kaap, Wynberg, Bellville en Simonstad *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van die genoemde Wet, ingesluit is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

AGREEMENT

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

Electrical Contractors' Association (South Africa);

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

Amalgamated Engineering Union; and

South African Electrical Workers' Association

(hereinafter referred to as "the employees" or "the trade unions") of the other part.

being parties to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape).

PART 1.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Bellville and Simonstown by all employers and employees in the Electrical Contracting and Servicing Industry (Cape), who are members of the employers' organisations and the trade unions, respectively; provided that they shall apply to apprentices only insofar as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder.

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 Contracting and Servicing Industry (Cape);

"day shift", except as provided in Parts 2 and 3 of this Agreement, 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 of any period not exceeding 5 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" means any appliance designed to be used mainly for domestic household purposes and operating by or using electricity;

"domestic appliance mechanic" or "radiotrician" 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, radio and/or wireless instruments and electrical sound reproducing apparatus, 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 radio equipment, refrigerators, ranges or other domestic electrical appliances;

"Electrical Contracting and Servicing Industry (Cape)", or "Industry" means, without in any way limiting the ordinary meaning of the expression, the industry in which the employers and employees are associated for any or all of the following:—

(a) The design, preparation, erection, installation, repair and maintenance of all electrical equipment, forming an integral and permanent portion of buildings,

BYLAE.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIJSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

OOREENKOMS

ingevoel die bepalings van die Nywerheids-versoeningswet, 1937, gesluit en aangegaan deur die

Electrical Contractors' Association (South Africa),
die

Electrical Engineering and Allied Industries Association
en die

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

Amalgamated Engineering Union,
en die

South African Electrical Workers' Association

(hieronder die „werknemers" of die „vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap).

DEEL 1.

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrikte die Kaap, Wynberg, Bellville en Simonstad nagekom word deur alle werkgewers en werknemers in die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap) wat onderskeidelik lede is van die werkgewersorganisasie en die vakverenigings; met dien verstande dat dit van toepassing is op vakleerlinge slegs vir sover dit nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, of met diensvoorwaardes wat daarkragens vasgestel is nie.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

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

3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Nywerheids-versoeningswet, 1937, bepaal is; het dieselfde betekenis as in daardie Wet en elke verwysing na 'n wet, omvat elke wysiging van daardie wet; voorts, tensy dit strydig is met die samehang, beteken—

"Wet", die Nywerheids-versoeningswet, 1937;

"vakleerling", 'n werknemer in diens onder '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 Aannemings- en Bedieningsnywerheid (Kaap);

"dagskof", uitgesonderd soos in dele 2 en 3 van hierdie Ooreenkoms bepaal, behoudens die woordomskrywing 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;

"huishoudelike toestel", enige toestel wat bestem is om hoofsaaklik vir huishoudelike doeleindes gebruik te word deur van elektrisiteit gebruik te maak;

"werktuigkundige vir huishoudelike toestelle", of „radiotriciën", of „verkoelerwerktuigkundige", 'n werknemer wat een of meer van die volgende klasse werk verrig:—

Vasstelling van foute in, of aanwysings gee vir, of uitvoering van herstellings of verstellers van, of diens aan, die inmeekaarsit, opbou en/of installeer, of toesig hou op die opbou en/of die installeer van stowe, verkoelers, wasmasjiene, strykmassjiene en alle ander elektriese toestelle, radio- en/of draadloos-toestelle, en elektriese geluidweergawetoestelle, finale toetse uitvoer, of toesig hou op daardie werksaamhede, maar nie 'n werknemer wat radio-uitrusting, verkoelers, stowe, of ander huishoudelike toestelle aan bestaande kontakpunte aansluit nie;

"Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap)" of „Nywerheid", sonder om die gewone betekenis van die uitdrukking op watter wyse ook al te beperk, die nywerheid waarin werkgewers en werknemers geassosieer is vir enigeen of almal van ondergenoemde:—

(a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting, met inbegrip van hysers en roltrappe wat 'n integrerende

including any wiring, cable jointing and laying, electrical overhead line construction and all other operations incidental thereto, whether the work is performed or the material is prepared on the site of the buildings or structures 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 or 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 constructing, and all other operations incidental thereto, whether the work is performed or 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, whether the work is performed or the material is prepared on the site of the buildings or structures or elsewhere;

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, 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 or installation in motor vehicles of lighting, heating or other equipment or fixtures whether permanent or otherwise;
- (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 operations:—

Armature winding;
cable jointing;
electrical apparatus—construction and/or assembling and/or repairing;
electrical installation;
electrical instrument making and repairing;
electrical overhead line constructing;
electrical wiring;
electro-medical appliances and X-ray equipment—installing and/or maintaining and/or servicing and/or construction; and
telecommunication and/or signalling and/or totalisator equipment installation and/or maintenance;

en permanente deel uitmaak van geboue, met inbegrip van bedrading, kabellaswerk en kabellegging, die konstruksie van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;

- (b) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat deel uitmaak van die doel waarvoor 'n gebou gebruik word, met inbegrip van bedrading, kabellaswerk en kabellegging, die konstruksie van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;
- (c) die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting wat hoort by die oprigting, veranderings aan, herstel en onderhoud van geboue, met inbegrip van alle bedrading, kabellaswerk en kabellegging, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, 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, kabellaswerk en kabellegging, die oprigting van boggrondse elektriese lyne en alle ander werksaamhede wat daarby hoort, hetsy die werk gedoen word op die plek waar die geboue of strukture opgerig en die materiaal daar voorberei word, of elders;

en vir die toepassing van hierdie woordbepaling omvat „elektriese uitrusting” onderstaande:—

- (i) elektriese kables en boggrondse lyne;
- (ii) generators, motore, kanvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relays, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan, uitrusting vir elektriese beligting, verwarming, kook, bevrising en verkoeling, primêre en sekondêre selle en batterye, transformators, oond-uitrusting, radiotoestelle en verwante elektriese toestelle, seinuitrusting en ander uitrusting wat gebruik maak van die beginsels wat aangewend word in die bediening van radio- of elektroniese uitrusting;

en verder vir die toepassing van hierdie woordbepaling 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 toebere, hetsy permanent of andersins; en
- (iii) die vervaardiging, herstel en bediening van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en bediening van tik- en kantoortoestelle;
- (v) die vervaardiging en/of montering en/of installering en/of herstel en/of onderhoud van hysers en roltrappe;

„elektrisiën”, 'n werknemer wat enigeen van die 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;
kamelassing;
vervaardiging en/of inmeekaarsit en/of herstel van elektriese toestelle;
elektriese installering;
vervaardiging en herstel van elektriese instrumente;
aanleg van elektriese boggrondse lyne;
elektriese bedrading;
aanleg en/of onderhoud en/of gereelde onderhoud en/of vervaardiging van elektro-mediese apparate en X-straal-uitrusting, en
aanleg en/of onderhoud van telekommunikasie- en/of sein- en/of totalisatoruitrusting;

- "electrical installation" means the installation and/or erection of any of the articles enumerated in the definition of "electrician" in this section;
- "employee" means any person employed upon any of the classes of work scheduled in this Agreement and/or the annexures hereto;
- "employer" means any person whatsoever who employs or provides work for any person and remunerates or expressly or tacitly undertakes to remunerate him or who permits any person whatsoever in any manner to assist him in the carrying on or conducting of his business;
- "establishment" means any place where the industry or any part thereof, as herein defined, is carried on;
- "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's work" means work classified as "journeyman's work", in an Agreement relating to the Iron, Steel, Engineering and Metallurgical Industry, published under Government Notice No. 1138 of the 3rd June, 1955;
- "journeyman" means an employee employed on work classified as Rate 1 and who has completed a contract of apprenticeship under the Apprenticeship Act or a contract of apprenticeship recognised by the Industrial Council, 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 work;
- "juvenile" means an employee between the age of 16 and 19 years employed on any of the classes of work scheduled in the Annexures to this Agreement in respect of which wages are prescribed, and in respect of whose employment a certificate has been issued by the Council in terms of subsection (2) (b) of section 15 of Part I of this Agreement;
- "maintenance and/or repair and/or servicing" means work done in order to maintain electrical plant and/or equipment;
- "n.e.s." means not elsewhere specified;
- "night shift" means—subject to the definitions 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 until starting time on Saturday;
- "incentive bonus" means work paid for at a rate based on quantity or output of work done in accordance with the provisions of section 10 hereof;
- "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 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.

4. WAGES AND/OR EARNINGS.

(1) No employer shall pay to employees (other than apprentices) engaged on any of the classes of work specified in this Agreement or in Annexures B to F hereto, 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.

No person, other than a journeyman or an apprentice may be employed on work classified as Rate 1, without the prior approval of the Council.

(i) General wage provisions applicable throughout all divisions of the industry, unless elsewhere specified.

Rate 1 (n.e.s.).

- | | |
|---|---------------------|
| (i) Domestic appliance mechanic's work... | } 3s. 9d. per hour. |
| (ii) Electrician's work..... | |
| (iii) Radiotrician's work..... | |
| (iv) Refrigerator mechanic's work..... | |
| (v) Journeyman's work..... | |

NOTE.—No employer may, without the prior consent of the Council, employ any person on "work classified as Rate 1", or on the operations specified in the definition of "electrician" other than an apprentice or an employee who has completed his apprenticeship under a contract, in terms of the Apprenticeship Act, or under a contract recognised by the Council, unless such person is over 21 years of age and in possession of a certificate recognised or issued by the Council enabling him to be employed on the said work or operations.

- "elektriese installering", die installering en/of opbou van enige van die artikels wat in die woordskrywing van "elektrisiën" in hierdie artikel opgenoem word;
- "werknemer", 'n persoon wat vir enigeen van die klasse werk wat in hierdie Ooreenkoms en/of die aanhangsels daarvan voorgeskryf word, in diens is;
- "werkgever", enige persoon hoegenaamd wat 'n persoon in diens het en hom besoldig en uitdruklik of stilswyend onderneem om hom te besoldig en wat enige persoon hoegenaamd toestaan om hom op enige manier te help by die uitoefening of bestuur van sy bedryf;
- "inrigting", elke plek waar die Nywerheid of 'n onderdeel daarvan, soos hierin bepaal, uitgeoefen word;
- "stelmasjien of setmasjien", '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;
- "vakmanswerk", werk wat op die datum van inwerkingtreding van hierdie Ooreenkoms in 'n geldige ooreenkoms met betrekking tot die yster-, staal-, ingenieurs- en metallurgiese nywerheid, soos gepubliseer by Goewermentskennissgewing No. 1138 van 3 Junie 1955, as vakmanswerk geklassifiseer is;
- "vakman", 'n werknemer in diens op werk wat ingedeel is as tarief 1 en wat 'n leerlingkontrak kragtens die Wet op Vakleerlinge of 'n leerlingkontrak wat deur die Raad erken word, 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 vakmanswerk in diens te wees;
- "jeugdige", 'n werknemer tussen die ouderdomme van 16 en 19 jaar wat vir enigeen van die klasse werk soos bepaal in die aanhangsels van hierdie Ooreenkoms in diens is en waarvoor die lone vir jeugdiges voorgeskryf is en ten opsigte van wie se diens deur die Raad 'n sertifikaat uitgereik is kragtens die bepalings van subartikel (2) (b) van artikel 15 van Deel I van hierdie Ooreenkoms;
- "onderhoud en/of herstel en/of diens", werk wat verrig word om elektriese installasies en/of uitrusting te onderhou;
- "n.e.g.", nie elders gespesifiseer nie;
- "nagskof"—behoudens die bepalings wat die "tweeskoftestelsel" en "drieskoftestelsel" 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;
- "aansporingsbonus", werk waarvoor betaal word teen 'n skaal wat berus op hoeveelheid, of omvang van werk wat verrig is, kragtens die bepalings van artikel 10 hiervan;
- "leerling-ingenieur 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;
- "tweeskoftestelsel en/of drieskoftestelsel", die stelsel wat van toepassing is in inrigtings wat twee of drie skofte werk in 'n tydperk van 24 uur.

4. LONE EN/OF VERDIENSTE.

(1) Geen werkgever mag aan werknemers (uitgesonderd vakleerlinge) wat in diens is in enige van die klasse werk, in hierdie Ooreenkoms of in Aanhangsel B tot F hiervan uiteengesit, lone en/of verdienste, laer as vir sodanige klasse genoem, betaal nie; en geen werknemer mag lone en/of verdienste aanneem wat laer is as dié wat vir sodanige klasse genoem is nie.

Niemand, uitgesonderd 'n vakman of 'n vakleerling, mag, sonder voorafgaande toestemming van die Raad, in diens wees op werk wat as tarief 1 ingedeel is nie.

(i) *Algemene loonbepalings wat dwarsdeur alle afdelings van die nywerhede toegepas moet word, tensy elders gespesifiseer.*

Tarief 1 (n.e.g.)—

- | | |
|--|--------------------|
| (i) Werktuigkundige vir huishoudelike toestelle se werk..... | } 3s. 9d. per uur. |
| (ii) Elektrisiënswerk..... | |
| (iii) Radiotriciënswerk..... | |
| (iv) Verkoelerwerktuigkundige se werk.... | |
| (v) Vakmanswerk..... | |

OPMERKING.—Sonder voorafgaande toestemming van die Raad kan geen werkgever iemand in diens neem op werk wat as tarief 1 ingedeel word nie, of vir die werksaamhede soos gespesifiseer in die woordbepaling van "elektrisiën" in diens hê nie, behalwe 'n vakleerling of 'n werknemer wat sy leerlingskap ooreenkomstig 'n kontrak kragtens die Wet op Vakleerlinge, of 'n kontrak wat deur die Raad erken word, uitgedien het, tensy daardie persoon oor 21 jaar oud is en in besit is van 'n sertifikaat wat deur die Raad erken, of uitgereik, is en hom in staat stel om vir die genoemde werk, of werksaamhede, in diens te wees.

Rate 2.

Machinist's work (n.e.s. and when performed by an employee other than a journeyman)—

shaping, slotting, planing, milling (excluding universal millers), grinding (excluding universal grinders), and the operation of gear cutting and rotary machine tools (excluding centre lathes and/or boring mills)—

	Rate per Hour.
	s. d.
First year of learnership—	
First six months.....	1 6
Second six months.....	1 9
Second year of learnership.....	2 3
Third year of learnership.....	3 0
Thereafter.....	3 6

NOTES.

- (a) Employees employed in terms hereof shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like. Learners shall be trained to set up their own work, grind and set their own tools and work to and with precision measuring instruments.
- (b) No employer shall employ any person under these provisions at a rate of pay less than 3s. 6d. per hour, except with the prior consent of the Council and under a Learnership Contract. Such contracts which shall be in the form prescribed by the Council from time to time and shall be registered with and at the head office of the Council, shall prescribe the group of machine tools in the use of which a learner shall be trained. Learners shall undergo such approved technical instruction as may be determined by the Council throughout the period of learnership, and it shall be a condition precedent in the approval of any contract that the learner shall be given facilities to undergo such approved technical instruction.

Rate 7.

Drilling with jigs and/or fixtures..... 2s. 3d. per hour.

Rate 9.

	Remuneration per Hour.
	s. d.
Attending automatic machines.....	1 0
Operating die-casting machines.....	
Fly and/or treadle and/or manual pressing and/or notching where the work is operated upon with pre-set dies, other than setting dies.....	
Power pressing where the work is operated upon with pre-set dies, other than setting of dies.....	
Striking by hammer under direction of a blacksmith.....	

Rate 10.

Application of anti-corrosive coatings.....	0 10½
Boiler stoking.....	
Coating and/or galvanising.....	
Coating with metal by hot dipping under supervision.....	
Despatch packer, other than labourer.....	
Fettling by hand and/or grinding and/or by portable power tools.....	
Metal buffing and/or polishing.....	
Oiling and/or greasing of machinery, where so employed in a full-time capacity.....	
Repetition screwing with die heads and/or taps by machine and/or hand.....	
Sand and/or shot blasting.....	
Spraying of enamel and/or paint.....	
Storeman's boy, other than labourer.....	

Rate 11.

Dipping in enamel and/or paint..... 0 9½

Rate 12.

(ii) Labourer's work.....	0 9½
(iii) Minors employed in trades designated under the Apprenticeship Act, 1944, during the pre-apprenticeship period of employment.....	0 5½
	Per Week.
	£ s. d.
(iv) Watchman's and/or police boy's work.....	2 10 0

NOTES.

For the purpose of sub-section (1) (iv)—

- (a) the ordinary hours of work shall not exceed twelve hours per shift per day for a six-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 this class of employee.

Tarief 2.

Masjinstewerk (n.e.g. en as dit deur 'n ander werknemer as 'n vakman verrig word)—

Fatsoeneer, gletuwe maak, skaaf, freeswerk (met uitsondering van „universal“-freesmasjiene), slypwerk (met uitsondering van „universal“-slypmasjiene), bediening van ratfreesmasjiene en rotasiesmasjiengereedskap (met uitsondering van senterdraaibanke en/of boormasjiene)—

	Skaal per uur.
	s. d.
Eerste leerjaar—	
Eerste ses maande.....	1 6
Tweede ses maande.....	1 9
Tweede leerjaar.....	2 3
Derde leerjaar.....	3 0
Daarna.....	3 6

OPMERKINGS.

- (a) Werknemers wat kragtens hierdie bepaling in diens is, moet toegelaat word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel en om volgens en met presiesmeetinstrumente te werk, met inbegrip van maatstokke, kompassers en dergelike. Leerlinge moet geleer word om hul eie werk op te stel, hul eie gereedskap te slyp en te stel, en om volgens en met fynmeetinstrumente te werk.
- (b) Geen werkgewer mag onder hierdie bepaling 'n persoon teen 'n laer loonskaal as 3s. 6d. per uur in diens hê nie, tensy met voorafgaande toestemming van die Raad en kragtens 'n leerlingkontrak. Sodanige kontrakte moet in die vorm wees wat van tyd tot tyd deur die Raad voorgeskryf word en moet op die hoofkantoor van die Raad geregistreer wees en moet die groep masjiengereedskap in die gebruik waarvan die leerling opgelei word, voorskryf. Leerlinge moet sodanige tegniese opleiding as wat deur die Raad vasgestel word, dwarsdeur die termyn van leerling-skap ondergaan en dit is 'n vooropgestelde voorwaarde van goedkeuring van 'n kontrak dat die leerling die geleentheid verskaf moet word om daardie goedgekeurde tegniese opleiding te ondergaan.

Tarief 7.

Boor met stelmasjiene en/of setmasjiene..... 2s. 3d. per uur.

Tarief 9.

	Besoldiging per uur.
	s. d.
Bediener van outomatiese masjiene.....	1 0
Bediener van stempelgietsmasjiene.....	
Bediener van hefboom- en/of trap- en/of handpers en/of uitkeermasjiene as die werk ooreenkomstig voorafgestelde stempels verrig word, maar nie die stel van die stempels nie.....	
Bediener van 'n kragpers as die werk ooreenkomstig voorafgestelde stempels verrig word, maar nie die stel van die stempels nie.....	
Met hamer onder voorskrif van grofsmid slaan.....	

Tarief 10.

Roeswerende lae aansmeer.....	0 10½
Stoomketel stook.....	
Oorblaas en/of galvaniseer.....	
Oorblaas van metaal deur heet indoop onder toesig.....	
Versendingsverpakker, behalwe arbeider.....	
Skoonslyp met die hand en/of slyp en/of met draagbare kraggereedskap.....	
Metaal polys en/of poleer.....	
Masjinerie olie en/of smeer, wanneer in voltydse hoedanigheid in diens.....	
Herhalingskroefwerk met stempelpoppe en/of -tappe met masjiene en/of hand.....	
Sand- en/of skrootblaaswerk.....	
Met enemmel en/of verf spuit.....	
Stoormansjong, uitgesonderd arbeider.....	

Tarief 11.

Indoop in enemmel en/of verf..... 0 9½

Tarief 12.

(ii) Arbeiderswerk.....	0 9½
(iii) Minderjariges in diens in bedrywe wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, gedurende diens tydperk voor leerling-skap.....	0 5½
	Per week.
	£ s. d.
(iv) Wag en/of polisiejong se werk.....	2 10 0

OPMERKINGS.

Vir die toepassing van subartikel (1) (iv)—

- (a) moet die gewone werkure nie meer as 12 uur per skof per dag vir 'n week van sewe dae wees nie;
- (b) ingeval 'n kleiner getal ure as wat in (a) voorgeskryf gewerk word, moet die skaal per week pro rata verminder word;
- (c) die voorwaardes van die Ooreenkoms met betrekking tot werkure, oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae en nagskofwerk, is nie op hierdie klas werknemer van toepassing nie.

(v) Vehicle driving:—	Remuneration per Week.		
	£	s.	d.
(i) Driving of steam wagon.....	6	9	3
(ii) Driving of any other vehicle authorized 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

NOTES.

For the purpose of sub-section (1) (v)—

- (a) the hourly rate shall be calculated by dividing the weekly wage herein specified by 46; except in the case of those employed under Part 2 of this Agreement, when the hourly rate shall be calculated by dividing the weekly wage by 40;
- (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 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.

(vi) Pupil engineers and/or approved students—

	Remuneration per Week.		
	£	s.	d.
First year of pupilage.....	3	0	0
Second year of pupilage.....	4	0	0
Third year of pupilage and thereafter.....	5	0	0

(2) No employee shall be employed on more than one occupation scheduled in this Agreement or Annexures B to F hereto 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 (other than in bona fide substitution as herein referred to). Employees thus excepted shall be paid at the higher rate only for such period 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.

(3) 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 an employee of his class, shall continue to receive such higher wages whilst employed by the same employer on the same class of work.

(4) Any employee engaged in any category of Rates 8 to 12 work, referred to in this Agreement and Annexures B to F inclusive who at the date of coming into operation of this Agreement is in receipt of wages in excess of those prescribed, shall continue to receive such higher wages while he remains in the employment of the same employer on the same class of work.

(5) Notwithstanding anything to the contrary in this Agreement or the Annexures B to F hereto, no provision 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.

5. HOURS OF WORK.

(1) Except as is elsewhere provided—

- (a) the ordinary hours of work shall not exceed 46 in any one week for—
- employees on day shift and/or night shift;
 - employees working on the two-shift 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) 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 time rate of wages prescribed for an employee performing the same class or classes of work as such employee.

(3) The maximum overtime that may be worked shall not exceed ten hours per week without the prior permission of the Council.

(v) Die dryf van voertuie—	Besoldiging per week.		
	£	s.	d.
(i) Dryf van stoomwa.....	6	9	3
(ii) Dryf van 'n voertuig wat gelisensieer is vir 'n loonvrag 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

OPMERKINGS.

Vir die toepassing van subartikel (1) (v)—

- (a) moet die uurloon wat hierin voorgeskryf word, bereken word deur die weekloon wat hierin voorgeskryf word deur 46 te deel, uitgesonderd in die geval van diegene in diens kragtens deel 2 van hierdie Ooreenkoms, wanneer die uurloon bereken moet word deur die weekloon deur 40 te deel;
- (b) „loonvrag” 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 vervoerraad 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 of dierlike krag voortbeweeg word nie en dit omvat 'n trekker.

(vi) Leerling-ingenieurs en/of erkende studente—

	Besoldiging per week.		
	£	s.	d.
Eerste leerlingsjaar.....	3	0	0
Tweede leerlingsjaar.....	4	0	0
Derde leerlingsjaar en daarna.....	5	0	0

(2) Geen werknemer mag gedurende 'n week vir meer as een werksaamheid wat in hierdie Ooreenkoms of in Aanhangsels B tot F gespesifiseer is, in diens wees nie, tensy daardie werknemer betaling ontvang asof hy die hele week gewerk het in die graad werk wat deur daardie werknemer gedurende daardie week verrig is teen die hoogste skaal waarteen betaal moet word. Die bepalinge van hierdie subartikel is nie van toepassing wanneer 'n laerbetalde werknemer tydelik 'n hoërbetalde werknemer vervang om 'n ander rede as sy afwesigheid van sy werk vir diensverrigting elders in die inrigting (uitgesonderd bona fide vervanging soos hierin voorgeskryf). Werknemers wat aldus uitgesonderd word, moet slegs vir die tydperk wat hulle in die hoërbetalde werksaamheid werk verrig teen die hoër skaal betaal word. Elke tydperk van vervanging vir korter as 'n halwe skof in 'n week kom nie vir betaling teen die hoër skaal in aanmerking nie.

(3) 'n Werknemer wat op die datum van die 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 werkgever in diens bly.

(4) Enige werknemer in diens in enige klas werk van tarief 8 tot 12 wat vir hierdie Ooreenkoms en in Aanhangel B tot en met F genoem word, wat op die datum van inwerkingtreding van hierdie Ooreenkoms lone ontvang wat hoër is as dié wat voorgeskryf word, moet steeds daardie hoër lone ontvang vir solank as wat hy vir dieselfde klas werk by dieselfde werkgever in diens bly.

(5) Ondanks andersluidende bepalinge in hierdie Ooreenkoms of in die Aanhangel B tot F hiervan, word geen bepaling wat die indiensneming van diensverrigting deur 'n werknemer in 'n klas werk of op enige voorwaarde verbied, beskou dat dit die werkgever onthef van betaling van die besoldiging en nakoming van die voorwaardes wat hy sou moet betaal of nakom as daardie indiensneming of diensverrigting nie verbied was nie en die werkgever moet voortgaan met daardie besoldiging te betaal en die voorwaardes na te kom asof sodanige indiensneming of diensverrigting nie verbied was nie.

(1) Uitgesonderd soos dit elders bepaal word, is—

(a) die gewone werkure hoogstens 46 in 'n week vir—

- werknemers op dagskof en/of nagskof;
- werknemers wat volgens 'n tweeskoftestelsel en/of drieskoftestelsel werk;

(b) Die gewone werkure per skof is hoogstens dié gespesifiseer in die betrokke woordskrywings van „dagskof” en/of „nagskof” in artikel 3 van die Ooreenkoms.

(2) 'n Werknemer wat vir aansporingsbonuswerk in diens is, moet 'n ruspouse van tien minute toegestaan word so na as moontlik aan die middel van die oggend- en namiddagwerktydperke; daardie pouse 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 daardie werknemer verrig word.

(3) Die maksimum oortyd wat sonder voorafgaande toestemming van die Raad gewerk mag word, is hoogstens tien uur per week.

(4) 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.

(5) 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.

(6) (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) has been paid an allowance of not less than 1s. 6d. in sufficient time to enable her to obtain a meal before the overtime is due to commence.

6. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND CERTAIN PUBLIC HOLIDAYS, APPLICABLE TO ALL EMPLOYEES, OTHER THAN THOSE SPECIALLY PROVIDED FOR IN PARTS 2 AND 4 OF THIS AGREEMENT.

(1) Save as is provided in sub-sections (2) and (3) 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 worked, 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 called out on urgent work any time after six hours of having completed his normal shift, he shall be remunerated at the rate of double time for the period of time commencing when the employee leaves his home and returns there including time worked on the job, until the usual starting time of his next normal 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 put in from midnight until the usual starting time of his next normal shift.

(3) 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 employee 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 be paid in terms of sub-section (2) of section 13 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.

(4) Notwithstanding the provisions of (3) (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 only receive double time for the period actually worked.

(5) An employee shall be given one day off in each week and if he is employed on such day he shall be paid at the rate of double time for the time worked, until the usual starting time next day; provided that in no case shall he receive less than three hours' pay at double time.

7. 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.

(4) In elke inrigting waar daar volgens 'n tweeskofstelsel en/of drieskofstelsel 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, uitgesonderd wanneer dit vir 'n verandering in die kringloop van skofte noodsaaklik is.

(5) Geen werknemer kan verplig of toegelaat word om sonder 'n ononderbroke tussenpoos van minstens een uur, vir langer as vyf uur agtereën te werk nie; met dien verstande dat dit vir die doeleindes van hierdie klousule beskou word dat werkydperke wat deur 'n tussenpoos van minder as een uur onderbreek word, ononderbroke is.

(6) (i) Geen werknemer wat 'n vrou is, kan verplig of toegelaat word om te werk nie—

- (a) tussen 6-uur nm. en 6-uur vm.; of
- (b) na 1-uur nm. op meer as vyf dae in 'n week.

(ii) Van geen werknemer wat 'n vrou is, kan vereis, of haar toegestaan 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 60 dae in 'n jaar;
- (d) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure, tensy haar—

- (i) daarvan voor 12-uur middag kennis gegee is; of
- (ii) 'n voldoende maaltyd aan haar verskaf is voordat sy met oortyd moet begin; of
- (iii) betyds 'n toelae van minstens 1s. 6d. betaal is om haar in staat te stel om 'n behoorlike maaltyd te nuttig voordat die oortyd moet begin.

6. OORTYD EN BETALING VIR WERK OP SONDAG EN OP SEKERE OPENBARE VAKANSIEDAE, VAN TOEPASSING OP ALLE WERKNEMERS, UITGESONDERD DIÉ VIR WIE VOORS'ENING SPESIAAL IN HIERDIE COREENKOMS GEMAAK IS.

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

- (a) Vir die eerste ses uur gewerk teen die skaal van 1½ maal die gewone skaal;
- (b) daarna teen die skaal van dubbel die gewone skaal tot die begintyd van die werknemer se eersvolgende normale skof; met dien verstande dat in die geval van inrigtings wat 'n vyfdaagse week werk, vir werk wat op Saterdag verrig word, betaal moet word teen 1½ maal die gewone skaal vir die eerste ses uur, gereken van die gewone begintyd af op 'n gewone werkdag en teen dubbel die gewone skaal daarna.

(2) As 'n werknemer meer as 6 uur na voltooiing van sy normale skof ingeroep word vir dringende werk, moet hy besoldig word teen dubbel die skaal vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het 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 betaal moet word vir alle tyd wat van middernag af tot die gewone begintyd van sy eersvolgende skof gewerk word.

(3) As 'n werknemer op—

- (i) Sondag werk, moet hy vir alle ure wat gewerk word teen dubbel die gewone skaal betaal word, met 'n minimum betaling 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 vir onderhoud en/of herstelwerk in diens is nie, in welke geval daardie werknemers teen dubbel die gewone skaal betaal moet word vir die ure wat gewerk word; en voorts met dien verstande dat hulle minstens drie uur se loon teen dubbel die skaal moet ontvang.
- (ii) Goeie Vrydag, Gelofte-dag, Kersdag en Nuwejaarsdag moet hy betaal word vir die ure waarvoor hy, as hy nie gewerk het nie, betaal sou gewees het kragtens subartikel (2) van artikel 13 van hierdie Ooreenkoms, en moet boonop betaal word teen die skaal van 1½ maal die gewone skaal vir tyd wat tot op die genoemde getal ure gewerk word; daarna moet teen driemaal die gewone skaal betaal word tot die gewone begintyd op die volgende dag.

(4) As die werkgever werk verskaf om die werknemer vir die ure van 'n normale skof besig te hou, en daardie werknemer bly in gebreke of weier om die volle tydperk wat van hom vereis word, te werk, dan moet, ondanks die bepalings van (3) (i) hiervan, daardie werknemer slegs teen dubbel die gewone skaal betaal word vir die tydperk wat hy werklik gewerk het.

(5) 'n Werknemer moet elke week 'n dag vryaf gegee word en as hy op daardie dag diens doen, moet hy betaal word teen die skaal van dubbel die gewone skaal vir die tyd wat gewerk word tot die begintyd op die volgende dag; met dien verstande dat hy in geen geval minder as drie uur se loon teen dubbel die skaal moet ontvang nie.

7. NAGSKOFWERK.

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

(2) For the purpose of sub-section (1) of this section, unless an employee works 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.

8. SHORT TIME.

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

- (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 one 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 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 such day.

9. PAYMENT OF EARNINGS.

(1) (a) Wages, incentive bonus rates 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) All weekly remuneration and/or allowances referred to in (a) of this section and/or in section 27 and/or in section 7 of Part 2 and/or section 4 of Part 4 of this Agreement when handed to each employee shall be contained in an envelope, which shall become the property of the employee and on which shall clearly be indicated the amounts received under the various headings and/or all allowable deductions as referred to in sub-section (3) of this section.

(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 13 of this Agreement, a pro rata amount for the period of such absence.
- (b) With the 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 29 of this Agreement.
- (d) Any amount paid by an employer, compelled by any law, ordinance or legal process, to make payment on behalf of an employee.

(2) Tensy 'n werknemer minstens drie agtereenvolgende nagte tussen Maandag en begintyd op Saterdag werk, moet dit nie vir die doeleindes 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 1½ maal die gewone skaal betaal word.

(4) In inrigtings waar 'n tweeskofstelsel of 'n 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 in die tweede skof verrig word—

- (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 betaal word teen die skaal van 1½ maal die uurloon vir die skof vir die eerste ses uur en daarna teen die skaal van dubbel die gewone tyd tot aan die begintyd van die werknemer se volgende gewone skof.

8. KORTTYD.

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

- (1) tekort aan werk en/of grondstowwe, in welke geval die werkgever twee volle dae kennis moet gee van sy voorneme om korttyd te laat werk, en vir sover dit prakties moontlik is, die beskikbare werk eweredig oor die betrokke werknemers moet verdeel. As die werkgever 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 hom ten opsigte van daardie dag minstens vier uur werk, of betaling in plaas daarvan gegee word. As nie van die werknemer vereis word om by die inrigting aanwesig te wees nie, dan moet die werkgever die werknemer op die dag onmiddellik voor die dag waarop hy nie aanwesig behoeft te wees nie, daarvan in kennis stel; of
- (2) onvoorsiene gebeurlikhede en/of omstandighede buite beheer van die werkgever. Ingeval die voornoemde omstandighede ontstaan, kan nie van 'n werkgever 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 te meld, hulle ten opsigte van daardie dag minstens vier uur werk of betaling in plaas daarvan moet ontvang.

9. BETALING VAN VERDIENSTE.

(1) (a) Lone, aansporingsbonuslone en oortyd moet weekliks op Vrydag binne 15 minute na die gewone stakingstyd kontant betaal word en die voornoemde besoldiging moet aan alle betalings insluit wat aan die werknemer verskuldig is, bereken tot en met die voltooië skof op die voorgaande 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 dusdanige beëindiging van sy diens uitbetaal moet word.

(b) Alle weeklikse besoldiging en/of toelaes wat in (a) van hierdie artikel en/of in artikel 27 en/of in artikel 7 van Deel 2 en artikel 4 van Deel 4 van hierdie Ooreenkoms voorgeskryf word, moet by oorhandiging aan elke werknemer in 'n kovert wees wat die eiendom van die werknemer word, waarop duidelik aangetoon moet wees die bedrae wat kragtens die verskeie hofies en/of alle toelaatbare kortings wat in subartikel (3) van hierdie artikel voorgeskryf word.

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

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

- (a) 'n *Pro rata* korting vir die tydperk van afwesigheid as 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende verlof wat toegestaan is vir verlenging van die verlof wat in artikel 13 van hierdie Ooreenkoms voorgeskryf word;
- (b) met die skriftelike toestemming van die werknemer, kortings vir siektebystand-, versekerings-, pensioenfondse, of bydraes aan ontspanningsfondse of aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;
- (c) bydraes aan die raadsfonds kragtens artikel 29 van hierdie Ooreenkoms;
- (d) elke bedrag wat deur 'n werkgever betaal word kragtens 'n wet, ordonansie of regsgeeding wat hom verplig om namens 'n werknemer 'n betaling te doen;

- (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 26.
- (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.

10. INCENTIVE BONUS SYSTEM.

Subject to the general conditions hereafter set out an employee 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 this 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.
- (iii) In the event of a dispute in the incentive bonus rate and failing an arrangement being made 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 made regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Industrial Council in terms of paragraph (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 an employee shall be considered to be satisfactory if such rate does not enable an employee employed on an 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 made 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 any establishment from working under an incentive bonus system.

11. TRAVELLING AND SUBSISTENCE ALLOWANCES.

- (1) Where work is done away from the employer's establishment or the employee's usual working place necessitating travelling, the employee 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.
- (2) When an employee is required to travel in terms of (1) 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 twelve hours' pay per cycle of 24 hours or part thereof reckoned from the time the journey commences; provided that if an employee has been working on the day which the journey commences, he shall be entitled to receive only up to a maximum of twelve hours' full pay which shall include the wages earned by him in respect of such pay.
- (3) 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, suitable board and lodging shall be provided or paid for on the job or alternatively the employer may pay employees engaged on work classified as Rate 1 at the rate of £1 per day or £6 per week in lieu thereof.
- (4) For the purpose of this section, Sunday shall be considered to be an ordinary working day.

- (e) 'n pro rata bedrag vir die tydperk van afwesigheid wanneer 'n werknemer van werk afwesig is as gevolg van die sluiting van 'n inrigting ingevolge onderlinge ooreenkoms tussen 'n werkgever en minstens 75 persent van sy werknemers;
- (f) kortings vir losies en/of huisvesting ooreenkomstig artikel 26.

- (4) Waar werk in 'n inrigting of 'n plek verrig word deur werknemers wat in spanne of ploeg georganiseer is, moet die werkgever elke werknemer sy verdienste uitbetaal.

10. AANSPORINGSBONUSSKEMA.

Behoudens die algemene bepalings soos hieronder uiteengesit, kan 'n werknemer met sy werkgever ooreenkom om ooreenkomstig 'n stelsel van betaling volgens resultate te werk:—

- (i) Die voorwaardes in hierdie Ooreenkoms genoem met betrekking tot oortyd, nagskofwerk en werk op Sondag en die openbare vakansiedae, soos opgenoem in die Ooreenkoms, moet op tydloonskale bereken word.
- (ii) Aansporingsbonussone moet vasgestel word by onderlinge ooreenkoms tussen die werkgever en die werknemer wat die werk moet verrig en die werkwinkelverteenwoordiger moet geraadpleeg word as een van die partye dit wens.
- (iii) In die geval van 'n geskil oor die aansporingsbonussone 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 paragraaf (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 ooreenkomsvoorwaardes ten opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer gereedstaan, moet nie inaggeneem word wanneer bonusverdiensde bereken word nie.
- (vi) Geen betaling word gedoen vir verdragings wat normaal tot die betrokke inrigting behoort en waarmee by die vaststelling van die tydtoelating rekening gehou is nie.
- (vii) Geen skaal waarop 'n werkgever en 'n werknemer ooreenkom, kan as bevredigend beskou word nie, tensy daardie skaal 'n gemiddelde werknemer wat op 'n aansporingsbonussstelsel 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 die werknemers "tydskallone" gewaarborg wees, afgesien van die verdienste vir die ure wat gewerk is.
- (ix) 'n Werknemer wat volgens 'n aansporingsbonussstelsel werk, moet op die voorgeskrewe betaaldag van elke week betaal word.
- (x) Geen aansporingsbonussone of basistye kan na hulle vasgestel is verander word nie, behalwe om die volgende redes:—
 - (1) 'n Fout in die berekening deur een van die partye; of
 - (2) by verandering van die materiaal, produksiemiddels, of produksiemetodes of die hoeveelhede; of
 - (3) tussen die werkgever en die werknemer 'n onderlinge reëling getref word op dieselfde manier as waarop 'n nuwe prys gereël word.
- (xi) Die Nywerheidsraad kan na goeddunke 'n inrigting verbied om volgens 'n aansporingsbonussstelsel te werk.

11. VERVOER- EN ONDERHOUDSTOEELAES.

- (1) Wanneer van die werkgever se inrigting of die werknemer se gewone werkplek weg gewerk moet 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, waar vervoer eerste klas, of ander geskikte vervoer na en van die werk verskaf moet word.
- (2) Wanneer van 'n werknemer vereis word om kragtens (1) hiervan te reis, moet hy teen die gewone skaal betaal word vir die gewone werkure, en teen helfte van die skaal buite die gewone werkure, en betaling kan 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.
- (3) '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 lewe, moet geskikte kos en huisvesting op die werk verskaf word of daarvoor betaal word, of anders kan die werkgever werknemers wat werk doen wat as tarief 1 ingedeel word, teen £1 per dag of £6 per week in plaas daarvan betaal.
- (4) Vir die toepassing van hierdie artikel word Sondag as 'n gewone werkdag beskou.

(5) 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:—

(a) 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—

- (i) advise the employee in writing that further employment is available at a different place;
- (ii) at the completion of one month of employment or the completion of the job, whichever is the sooner, refund to an employee presenting himself for employment in terms of (i), the cost of one single second class rail accommodation for the journey so undertaken.

(b) In the event of an employer failing to give notification in terms of sub-section (i), 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 (ii).

12. TERMINATION OF EMPLOYMENT.

(1) Not less than one clear working day's 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 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 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 to terminate a contract of service at finishing time on Saturday shall be given prior to midday on Friday.

13. HOLIDAY AND UNEMPLOYMENT PAY.

Save as is 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 an incentive bonus system, whose holiday payments 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, 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 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 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 rates of employees employed on an incentive bonus system shall be at the "time rate" for the class of work being performed.
- (3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' paid holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 292 shifts (whether worked for one or more employer) exclusive of overtime, actually worked on a six-day working week basis, or 49 calendar weeks of employment in the case of an employee working on a five-day week basis; provided that—

- (i) subject to sub-paragraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, 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 or three calendar weeks, as the case may be, shall be credited with the number of shifts or calendar weeks actually worked for leave purposes;
- (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 or calendar weeks, as the case may be, worked with such employer; provided that he does not work for another employer in the interim;

(5) Ondanks wat hierbo voorgeskryf is, is die volgende spesiale bepalinge van toepassing in gevalle wanneer 'n werknemer in diens geneem word op die bepaalde terrein of werkplek waar die werk onderneem word:—

(a) Ingeval die werkgever nie langer die werknemer se dienste op die bepaalde werk nodig het nie, maar bereid is om die werknemer op 'n ander werk op 'n ander plek te laat werk, moet die werkgever—

- (i) die werknemer skriftelik in kennis stel dat verder diens op 'n ander plek beskikbaar is;
- (ii) by voltooiing van een maand se diens, of, na gelang van die vroegste, voltooiing van die werk, 'n werknemer wat hom vir diens kragtens (i) aanbied, die koste van een enkelreis-spoorwegkaartjie, tweede klas, vir die reis wat aldus onderneem is, terugbetaal.

(b) In die geval van 'n werkgever wat versuim om die kennisgewing kragtens subartikel (i) 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 soos voorgeskryf in (ii).

12. DIENSBEÏNDIGING.

(1) Die werkgever of die werknemer moet minstens een volle werkdag opsegging vir beëindiging van die dienskontrak gee; met dien verstande dat dit nie op onderstaande inbreë maak nie—

- (a) op 'n werkgever of 'n werknemer se reg om die dienskontrak sonder voorafgaande opsegging te beëindig weens 'n wetlik erkende goeie rede;
- (b) 'n ooreenkoms tussen 'n werkgever en werknemer wat voorsiening maak vir 'n langer termyn van diensopsegging as een volle werkdag; en voorts met dien verstande dat 'n werkgever 'n werknemer loon kan betaal in plaas van die voorgeskrewe termyn van opsegging, of die termyn van opsegging soos ooreengekom, na te kom.

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

13. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

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

- (1) Uitgesonderd 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 betaal word, behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel in diens is, wie se verlofbetalings bereken moet word volgens die gemiddelde weeklikse verdienste, sonder oortyd, oor die laaste drie maande wat werklik gewerk is voor die verlof verskuldig geword het, of, na gelang van die kortste, oor die weke wat werklik gedurende die tydperk van diens gewerk is.
- (2) As 'n werknemer nie op Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag besoldiging betaal teen 'n skaal van minstens sy gewone skaal van gesoldiging asof hy op daardie dag sy gewone gemiddelde werkeure vir daardie dag van die week gewerk het; met dien verstande dat wanneer Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag val 'n werknemer wat nie op daardie dag werk, betaal 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 betaalde verlof kragtens subartikel (3) van hierdie artikel is nie. Vir die doeleindes van hierdie subartikel is die gewone uurloon van werknemers wat volgens die premiebonusstelsel werk, die "tydskaal" vir die klas werk wat verrig word.
- (3) Elke werknemer is kragtens hierdie Ooreenkoms geregtig op drie agtereenvolgende weke verlof met betaling, onderworpe aan die volgende voorwaardes:—

(a) Die kwalifikasie vir daardie verlof is 292 skofte (hetsy vir een of meer werkgevers gewerk), sonder oortyd, wat werklik gewerk is op die basis van 'n sesdaagse werkweek, of 49 kalenderweke diens in die geval van 'n werknemer wat op 'n basis van 'n vyfdaagse week merk; met dien verstande dat—

- (i) behoudens soos bepaal in subparagraaf (ii) hiervan, diens vir minder as 30 skofte of vyf kalenderweke by dieselfde werkgever, nie vir verlofdoeleindes meegereken word nie; met dien verstande dat 'n werknemer wie se dienste tydelik opgeskort word na voltooiing van 18 skofte, of, na gelang van die geval, drie kalenderweke, vir verlofdoeleindes gekrediteer moet word met die getal skofte of kalenderweke wat werklik gewerk is;
- (ii) as 'n werknemer se diens by dieselfde werkgever onderbreek word soos in (i) hiervan bepaal, en hy vir dieselfde werkgever die werk hervat, moet hy vir verlofdoeleindes gekrediteer word met die totale getal skofte, of, na gelang van die geval, kalenderweke, wat by daardie werkgever gewerk is; met dien verstande dat hy intussen nie vir 'n ander werkgever werk nie;

- (iii) any period of absence on account of sickness aggregating not more than 52 shifts or eight and two-thirds calendar weeks; 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 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 such accident has been admitted as falling within the provisions of the Workmen'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 reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or five-sixths of a week, as the case may be, worked toward his holiday qualification, with a maximum penalty of 30 shifts or five calendar weeks, 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 subsection (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 either Good Friday, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday 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 hereto.
- (e) The holiday shall be granted by the employer so as to commence within a period of two months of due date.
- (f) An employee shall be entitled to and shall take his holiday within a period of two 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 work to go on holiday.
- (b) The employer shall at the time of making the payment referred to in (a) and in section 14 (2) forward to the Council a holiday receipt voucher drawn up and supplied by the Council and containing the employee's signature as a receipt for the payment.
- (5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of subsection (3) of this section, he shall be credited with the proportionate number of shifts or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts or calendar weeks of employment, as the case may be; 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 six days, an employee on presenting his voucher or vouchers 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 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 in 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 next he qualifies for leave or becomes unemployed for a longer period than six days.
- (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.

- (iii) enige tydperk van afwesigheid weens siekte van altesame meer as 52 skofte, of, na gelang van die geval, 8½ kalenderweke in 'n jaar diens, tel vir verlofdoeleindes; met dien verstande dat 'n werkgewer geregtig is om van die werknemer te vereis om, as bewys van die oorsaak van afwesigheid, 'n doktersertifikaat voor te lê. Tydperke van afwesigheid wat ontstaan uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes meetel; met dien verstande dat daardie ongeval erken word dat dit binne die bepalings van die Ongevallewet val en die tydperke van afwesigheid wat vir verlofdoeleindes meetel is die tydperke van onbekwaamheid wat in die genoemde Wet erken word;
- (iv) enige werknemer wat van sy werk wegbly sonder om daarvoor bevredigende redes op te gee wat vir sy werkgewer aanneemlik is, verbeur ten opsigte van elke skof of werkdag wat hy deur sodanige afwesigheid verloor, vyf skofte of, na gelang van die geval, 5/6des van 'n week wat vir verlofdoeleindes gewerk is, met 'n maksimum boete van 30 skofte of vyf kalenderweke in enige kwalifiseringstydperk vir verlof met betaling; met dien verstande dat die werkgewer binne sewe dae na daardie afwesigheid die Raad skriftelik in kennis stel van daardie afwesigheid;
- (v) tye van afwesigheid op grond van die ekstra week verlof of ophopings daarvan waarvoor voorsiening in subartikel (9) van hierdie artikel gemaak word, tel vir die verlofkwalifikasie tot die omvang van die getal skofte wat normaalweg gedurende daardie tye deur die betrokke werknemer sou gewerk geword 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 betaling vir elk 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 werkgewer so toegestaan word dat dit binne 'n tydperk van twee maande vanaf die verskuldigde datum begin.
- (f) 'n Werknemer is geregtig tot verlof en moet dit neem binne 'n tydperk van twee maande vanaf die datum waarop dit verskuldig is, tensy deur die Raad vrystelling verleen word.
- (g) Geen werknemer mag gedurende die tydperk van sy verlof in enige diens vir winsbejag werksaam wees nie.
- (4) (a) Wanneer die 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 werkgewer aan hom uitgetal word by beëindiging van sy werk om met verlof te gaan.
- (b) Die werkgewer moet op dieselfde tyd wat die betalings wat in (a) en in artikel 14 (2) voorgeskryf word, gedoen word, aan die Raad 'n verlofkwalifikasiebewys stuur in die vorm wat vir die Raad aanneemlik is en wat voorsien is van die werknemer se handtekening as bewys van ontvangs van die bogenoemde betaling.
- (5) Wanneer 'n werknemer se diens eindig voordat hy geregtig is op verlof met besoldiging kragtens subartikel (3) van hierdie artikel, moet hy gekrediteer word met die ooreenstemmende getal skofte, of, na gelang van die geval, kalenderweke diens. Die werkgewer moet aan die werknemer by verlaten van sy diens 'n bewys uitreik wat die getal skofte, of, na gelang van die geval, kalenderweke diens vermeld, wat vir verlofdoeleindes meetel en onmiddellik die kontantwaarde van die verlof waarop die werknemer aldus geregtig is, aan die Sekretaris van die Raad stuur.
- (6) (a) As die tydperk tussen die een diens en die ander meer as ses dae bedra, is 'n werknemer wat sy bewys of bewyse by die Nywerheidsraad indien, gedurende elke week van sy werkloosheid geregtig tot uitbetaling van die bedrag waarmee hy gekrediteer staan van minstens £2, of, na gelang van die kleinste bedrag, die bedrag waarmee hy gekrediteer staan, maar, na gelang van die grootte, hoogstens die halwe loon teen die skaal wat hy teen betaal is toe die werkloosheid begin het, tot daardie tyd waarop die kredit wat op die bewys of bewyse aangetoon word, uitgeput is. Ingeval die werknemer weer diens verkry voordat daardie kredit uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word wat ooreenkomstig die bogenoemde bepalings vir hom beskikbaar moet wees wanneer hy of vir sy volgende verlof kwalifiseer, of vir langer as ses dae werkloos word.
- (b) Enige werknemer wat aanspraak maak op betaling en betaling ontvang kragtens paragraaf (a) van hierdie subartikel, moet, wanneer hy verder diens in die nywerheid verkry, begin met vir verlof te kwalifiseer vanaf die datum van daardie diens; met dien verstande dat wanneer daar 'n onopgeëste balans is waarmee hy kragtens hierdie artikel geregtig is om gekrediteer te word, hy met die verlofkwivalent van daardie balans gekrediteer moet word.

- (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, through the Industrial Council.
- (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, an employee who has been furnished with a voucher in terms of sub-section (5) of this section and 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 in the region of origin 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* payment 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 years' 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 the 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 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 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.
- (10) Saving as is otherwise provided herein, employment for purposes of this section shall be deemed to commence from the date on which an employee enters an employer's service or the date on which he last became entitled to holiday leave, whichever is the later.
- (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.
- (12) *Prohibition of Cession.*—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.
- (13) In this clause the expression "employer" includes—
- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
 - (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or new owner of the business,
- if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

14. SPECIAL BONUS.

- (1) This section shall not apply to employees employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry, apprentices, any category of Rate 8, 9, 10, 11 and 12 employees, watchmen or police boys.

- (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, na gelang van die geval, deur tussenkoms van die Nywerheidsraad aan hom uitbetaal word.
- (8) (a) Na verloop van minstens 49 weke na die datum waarop die dienstrydperk wat deur die bewys gedek word, begin het, is elke persoon aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is en wat nie langer in die nywerheid in diens is nie, by aanbieding van die bewys aan die Raad in die streek van oorsprong, geregtig tot betaling daarteen 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 in die kredit van 'n werknemer in die boeke van die Raad kom die Raad 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 die Raad kan na goeddunke 'n *ex gratia* betaling uit die fondse van die Raad doen aan werknemers na wie hierin verwys word.
- (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 ooreenkomstig die werkgever se gerief en terwyl hy nog by dieselfde werkgever in diens is, geregtig tot 'n ekstra week verlof met betaling of die gelyke waarde daarvan; met dien verstande dat hy onderlinge ooreenkoms tussen die werkgever en werknemer—
- (i) die betaalde verlof wat in subartikel (3) van hierdie artikel voorgeskryf 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 betaling.
- (b) As die werkgever en werknemer ooreenkom soos voorgeskryf in paragraaf (a) (ii) en die werknemer vir drie van daardie ekstra weke verlof met betaling gekwalifiseer het (hierna genoem „die opgeloopte verlof”), moet die werkgever die opgeloopte verlof toestaan, en die werknemer moet dit neem, wanneer die verlof met betaling, soos voorgeskryf in subartikel (3) van hierdie artikel, aan hom toestaan en deur hom geneem word, tensy, soos gedoen kan word, die werkgever en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever in ieder geval die werknemer die geleentheid moet gee om die opgeloopte verlof te neem in die tydperk voordat hy vir sy eersvolgende verlof met betaling kwalifiseer, en wanneer die werknemer in gebreke bly om die opgeloopte verlof in daardie tydperk te neem, verbeur hy sy reg daarop.
- (c) By beëindiging van die diens van 'n werknemer wat geregtig geword het op die gelyke waarde van die ekstra verlof met betaling soos in hierdie subartikel voorgeskryf, maar dit nog nie ontvang het nie, moet hy by dié beëindiging van sy diens betaal word vir daardie ekstra verlof met betaling waarvoor hy gekwalifiseer het, maar nog nie ontvang het nie.
- (10) Behoudens soos andersins hierin bepaal, word dit vir die doeleindes van hierdie artikel beskou dat diens op die datum begin waarop 'n werknemer by die werkgever in diens tree; of, na gelang van die geval, die datum waarop hy laas tot vakansieverlof geregtig geword het.
- (11) Die Raad kan met elke ander nywerheid wederkerige reëlings tref vir uitwisseling van verlofbewyse ten bate van die werknemer wat die nywerheid verlaat.
- (12) *Verbod op sessie.*—Geen eis hoegenaamd deur enige werknemer teen die Raad kan gesedeer word nie en geen beweerde sessie daarvan is bindend vir die Raad nie.
- (13) In hierdie klousule omvat die uitdrukking „werkgever”—
- (a) ingeval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en
 - (b) ingeval van die bankrotskap van die werkgever of ingeval van die beredding van sy boedel of die oordrag of verkoop van sy besigheid, die kurator of beredderaar of nuwe eienaar van die besigheid, indien sodanige eksekuteur, erfgenaam, legataris, kurator, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hê.

14. SPESIALE BONUS.

- (1) Hierdie artikel is nie van toepassing op werknemers wat in diens is in die afdeling vir die bediening van radio's, koelkaste en/of huishoudelike toestelle van die nywerheid nie, ook nie op vakleerlinge, enige klas werknemers van tariewe 8, 9, 10, 11 en 12, wagt of polisiejongens.

(2) Whenever any other employee is paid his holiday leave pay in terms of section 13 of the Main Agreement, he shall at the same time be paid bonus as follows:—

Class.	Bonus Payable.
Class A— (i) Qualified employees whose minimum rate specified in this Agreement is the equivalent of 2s. 1d. per hour or more at date of qualification for their paid holiday. (ii) Employees employed at the date of coming into operation of this Agreement as learners or employed in occupations remunerated according to experience whose minimum rate specified in this Agreement is the equivalent of 2s. 1d. per hour or more at date of qualification for their paid holiday.	A holiday bonus of £32. 10s. per annum calculated pro rata to the holiday qualification.
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, watchmen or policeboys).	An amount calculated at the rate of 8 per cent of the employees basic minimum time 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.

For purposes of this section—

“holiday qualification” shall be the qualification for the paid holiday prescribed in section 13 (3) (a) of Part 1 of the Main Agreement;

“qualified employees” means any employee who is not employed as a learner or who, if remunerated according to experience has qualified for the rate for his class of work specified as payable “thereafter”.

(3) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of section 13 of the Main Agreement, the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts or calendar weeks of employment credited to him for holiday purposes. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts or calendar weeks of employment 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 (3), the provisions of sub-sections (6), (7), (8) [and (12)] of section 13 of the Main Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

15. REGISTRATION OF EMPLOYEES.

(1) All employees employed on work scheduled in this Agreement, except all categories of Rates 8, 9, 10, 11 and 12 employees employed in the Industry shall be registered with the Council.

(2) (a) No employer shall employ a juvenile and/or 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 juvenile and/or learner to whom the notification refers, or retain the juvenile's and/or learner's services at the full rate prescribed for the Rate in question.

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

16. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

(2) Wanneer sy vakansieverlofbesoldiging ingevolge die bepaling van artikel 13 van die Hoofdooreenkoms aan 'n werknemer betaal word, moet 'n bonus soos volg terselfdertyd aan hom betaal word:—

Klas.	Bonus betaalbaar.
Klas A— (i) Gekwalifiseerde werknemers wie se minimum loonskaal in hierdie Ooreenkoms gespesifiseer gelyk staan met 2s. 1d. per uur of meer op die datum van kwalifikasie vir hulle betaalde vakansie; (ii) werknemers as leerlinge in diens op die datum waarop hierdie Ooreenkoms van krag word, of in diens in bedrywe waarvoor besoldiging volgens ondervinding geskied, waarvoor die minimum loonskaal in hierdie Ooreenkoms gespesifiseer gelyk staan met 2s. 1d. per uur of meer op die datum waarop hulle vir hulle betaalde vakansie kwalifiseer.	'n Vakansiebonus van £32. 10s. per jaar <i>pro rata</i> bereken volgens die vakansiekwalifikasie.
Klas B— Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, werknemers in diens op werk geklassifiseer in tariewe 8 tot en met 11, arbeiders, wagte of polisiejon-gens).	'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 indiensneming, na gelang van die jongste.

Vir die toepassing van hierdie artikel is „vakansiekwalifikasie” die kwalifikasie vir die betaalde vakansie, voorgeskryf in artikel 13 (3) (a) van Deel 1 van die Hoofdooreenkoms, en beteken „gekwalifiseerde werknemers” werknemers wat nie as leerlinge in diens is nie, of wat vir die loonskaal vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het, indien hy volgens ondervinding besoldig word.

(3) Wanneer die diens van 'n werknemer beëindig word voordat hy geregtig word op 'n betaalde vakansie ingevolge die bepaling van artikel 13 van die Hoofdooreenkoms, moet die werknemer met 'n aandeel van die bonus, vir sy klas gespesifiseer, gekrediteer word proporsioneel met die aantal skofte of kalenderweke diens wat vir vakansiedoeleindes aan hom gekrediteer word. Die werk-gewer moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word, waarop die aantal skofte of kalenderweke diens wat vir vakansiedoeleindes tel, uiteengesit word, en onmiddellik die geldekwivalent van die bonus aan die Sekretaris van die Raad stuur tesame met die geldekwivalent van die betaalde verlofkrediet.

(4) Wanneer die bonus ingevolge die bepaling van subartikel (3) aan die Raad gestuur word, is die bepaling van subartikels (6), (7), (8) en (12) van artikel 13 van die Hoofdooreenkoms met betrekking tot die geldekwivalent van die betaalde verlofkrediet *mutatis mutandis* van toepassing.

15. REGISTRASIE VAN WERKNEMERS.

(1) Alle werknemers in diens op werk wat in hierdie Ooreenkoms genoem word, uitgesonderd alle klasse werknemers van tariewe 8, 9, 10, 11 en 12 in die nywerheid in diens, moet by die Raad geregistreer wees.

(2) (a) Geen werk-gewer mag 'n jeugdige en/of leerling in diens neem voordat hy die goedkeuring van die Raad vooraf verkry het nie, asook 'n sertifikaat van die Raad in 'n vorm wat hy kan 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 werk-gewer moet by ontvangs van so 'n kennisgewing van die Raad, onmiddellik afsien van die dienste van die jeugdige en/of leerling op wie die kennisgewing betrekking het, of die jeugdige en/of leerling se dienste behou teen die volle loon wat vir die betrokke tarief voorgeskryf word.

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

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

Geen werk-gewer mag 'n persoon onder die ouderdom van 15 jaar in diens neem nie.

17. OUTWORK.

(1) No employer shall require or allow any of his employees to undertake general, mechanical, electrical or marine electrical work, contracting, radio and refrigeration or domestic appliance work, including repairing or assembling, elsewhere than in his establishment, except when such work is in execution or completion of any order placed with such employer.

(2) No employee shall solicit or take orders for or undertake general mechanical, electrical or marine electrical work, contracting, radio and refrigeration or domestic appliance work, including repairing or assembling, 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.

18. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement and Annexures hereto to any employer or employee. Applications for exemptions shall be made to the Secretary of the Council; provided that no exemption from sub-section 6 of section 5 and from sub-section 4 of section 1 of Part 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 is granted;
- (c) the conditions subject to which 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 of the area in respect of which the licence is issued;
- (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

19. SUPERVISORY WORK.

(1) (a) At least one employee with knowledge of supervising or overseeing work shall be employed in each department of any establishment where employees engaged on Rates 3 to 11 and/or labourers are employed.

(b) Where such supervisory and/or overseer's work is performed, such supervisor and/or overseer shall receive not less than the prescribed rate for the next higher rate than that in which the employee exercises the supervision and/or overseeing or where there is no such higher rate than at the highest rate prescribed save that for supervision and/or overseeing in Rate 8, 9, 10 and 11 work and/or labourers, such supervisor and/or overseer shall receive not less than the scheduled rate for Rate 8 work in that division of the industry in which he is employed. The provisions of (a) and (b) hereof shall not apply in respect of those persons employed in terms of Part 2 of this Agreement.

20. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employee who is not a member of one of the trade unions shall be employed by an employer who is a member of one of the employers' organisations and no employee who is a member of one of the trade unions 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 for which a minimum rate of 2s. 6d. per hour is prescribed in this Agreement and/or Annexures B to F hereto;
- (b) other employees for whom a rate of 2s. 3d. per hour and more is prescribed in the Agreement and/or Annexures B to F hereto, if such employees have been employed in the industry for a period of not less than six months and are eligible for membership of one of the trade unions in accordance with their respective constitutions.

(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 concerned to apply for membership thereof, the provisions of this section shall immediately come into operation.

17. BUTTEWERK.

(1) Geen werkgewer kan van sy werknemers vereis of hulle toelaat om algemene, werktuigkundige, elektriese of marine-elektriese werk, kontrak-, radio- en koelkas- of huishoudelike toestelwerk, met inbegrip van die herstel of inmeekaarsit, elders as in sy inrigting te onderneem nie, behalwe wanneer daardie werk vir uitvoering of voltooiing van 'n bestelling wat by daardie werkgewer geplaas is, verrig moet word.

(2) Geen werknemer mag vir eie rekening vir verkoop en/of vir winsbejag en/of ten behoeve van 'n ander persoon algemene, werktuigkundige, elektriese, of marine-elektriese werk, kontrak-, radio- en koelkas- of huishoudelike toestelwerk, met inbegrip van herstel of inmeekaarsit, werk werf of bestellings daarvoor aanneem of onderneem terwyl hy by 'n werkgewer wat die nywerhede uitoefen, in diens is nie.

18. VRYSTELLINGS.

(1) Die Raad kan aan werkgewers of werknemers, vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms en Aanhangsels verleen. Versoeke om vrystelling moet aan die Sekretaris van die Raad gerig word; met dien verstande dat geen vrystelling van subartikel (6) van artikel 5 en van subartikel (4) van artikel 1 van hierdie Ooreenkoms verleen mag word aan of ten opsigte van 'n vroulike werknemer wat handarbeid doen nie, uitgesonderd vir die doel om werk te verrig wat deur 'n noodgeval veroorsaak 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 as die termyn waarvoor daardie vrystelling verleen is, verstryk het of nie.

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

- (a) Die volle naam van die betrokke persoon;
- (b) die bepalinge 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 stifikate wat uitgereik word, in volgorde nommer;
- (b) van elke stifikaat wat uitgereik word 'n afskrif behou en van elke stifikaat wat uitgereik word 'n afskrif opstuur aan die Afdelingsinspekteur van Arbeid vir die gebied ten opsigte waarvan die stifikaat uitgereik word;
- (c) 'n afskrif van die stifikaat aan die betrokke werkgewer stuur wanneer die vrystelling aan 'n werknemer verleen word.

19. OPSIGTERSWERK.

(1) (a) Ten minste een werknemer wat kennis van opsigterswerk het, of van kontrole uitoefen op die werksaamhede, moet in elke afdeling van 'n inrigting waar werknemers op tariewe 3 tot 11 en/of arbeiders in diens is, in diens wees.

(b) Waar daardie opsigters- en/of opsienserswerk verrig word, moet daardie opsigter en/of opsiener minstens die loon ontvang wat voorgeskryf is vir die eersvolgende hoër graad as dié waarin die werknemer sy opsigters- en/of opsienserswerk verrig, of wanneer daar nie 'n hoër graad voorgeskryf is nie, dan teen die hoogste graad wat voorgeskryf is; met dien verstande dat vir opsigterswerk en/of opsienserswerk in tariewe 8, 9, 10 en 11 en/of arbeiders, daardie opsigter en/of opsiener minstens die loon moet ontvang soos voorgeskryf vir tarief 8-werk in daardie afdeling van die nywerheid waarin hy in diens is. Die bepalinge van (a) en (b) hiervan is nie van toepassing ten opsigte van daardie persone wat kragtens deel 2 van hierdie Ooreenkoms in diens is nie.

20. INDIENSNEMING VAN VAKVERENIGINGARBEID.

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

- (a) werknemers wat werk verrig waarvoor in hierdie Ooreenkoms en/of Aanhangsels B tot F daarvan, 'n minimum loon van 2s. 6d. per uur voorgeskryf word;
- (b) ander werknemers vir wie in die Ooreenkoms en/of Aanhangsels B tot F hiervan '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 vakverenigings ooreenkomstig hul onderskeie konstitusies verkiesbaar is.

(2) Die bepalinge van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekooms 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 weier om op uitnodiging van die betrokke vakvereniging aansoek om lidmaatskap daarvan te doen, die bepalinge van hierdie artikel onmiddellik van toepassing word.

(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.

(4) 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.

21. WORKING PARTNERS.

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

22. PROPORTION OR RATIO OF ELECTRICIANS OR JOURNEYMEN TO OTHER SCHEDULED RATES.

(1) An employer shall employ a qualified electrician or journeyman who shall not be the owner and/or partner before he shall employ any other employee on work for which a lesser rate than Rate 1 is prescribed in this Agreement.

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

23. ADMINISTRATION OF AGREEMENT.

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

24. 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 specifying the starting and finishing times of work for each shift or shifts of the week and the meal hours.

25. 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.

26. 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 person specified by his employer. An employee who agrees to accept board and lodging, or both, from his employer shall not be required or allowed to pay per week more than six shillings for board and lodging or three shillings and sixpence for board only, or two shillings and sixpence for lodging only; provided such lodging has been approved by the Council and the local authorities concerned.

27. COST OF LIVING ALLOWANCE.

(1) Every employer shall pay to each of his employees (other than employees employed on any category of Rates 8, 9, 10 and 11 work or employed as labourers watchmen and/or police boys) 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 = 1405.	Adjustments.
I	Exceeding £5 per week	£ s. d. 2 5 3	± 7d. for each ± completed 5 points variation in Index above or below 1405.
II	Exceeding £3. 10s. per week but not exceeding £5 per week	1 19 0	± 6d. for each ± completed 5 points variation in Index above or below 1405.
III	Exceeding £2 per week but not exceeding £3. 10s. per week	1 4 0	± 3d. for each ± completed 5 points variation in Index above or below 1405.
IV	£2 per week and under	0 19 2	± 3d. for each ± completed 5 points variation in Index above or below 1405.

(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 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.

(4) Elke werkgewer wat 'n leerling-ingenieur in diens wil neem, kan dit slegs met voorafgaande toestemming van die Raad doen en die bepalings van (1) hiervan is nie van toepassing nie.

21. WERKENDE VENNOTE.

Alle werkende vennote en/of werkgewers in die Nywerheid moet die erkende ure soos vir werknemers in hierdie Ooreenkoms voorgeskryf, nakom.

22. GETALLEVERHOUDING VAN ELEKTRISIËNS OF VAKMANNE TOT ANDER INGELYSTE TARIËWE.

(1) 'n Werkgewer moet 'n gekwalifiseerde elektrisiën of vakman in diens hê wat nie die eenaar en/of 'n vennoot mag wees nie, voordat hy 'n werkman in diens kan hê op werk waarvoor 'n hoër loon as tarief 1 in hierdie Ooreenkoms voorgeskryf word.

(2) Vir die toepassing van hierdie artikel moet 'n werkgewer en/of eenaar en/of vennootskap nie as werknemers beskou word nie.

23. TOEPASSING VAN OOREENKOMS.

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

24. VERTONING VAN KENNISGEWINGS.

(1) Elke werkgewer moet op die plek waar sy werknemers werk, 'n leesbare afskrif van hierdie Ooreenkoms in albei amp-telike tale vertoon en vertoon hou.

(2) Elke werkgewer moet op 'n plek in sy inrigting, maklik toeganklik vir sy werknemers, 'n kennisgewing vertoon hou wat die begin- en ophoutye vir werk vir elke skof of skofte vir die week, asook die etensure, aantoon.

25. AGENTE.

Die Raad moet een of meer aangewese 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 werkgewer 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.

26. LOSIES EN HUISVESTING.

Van geen werknemer kan vereis word om as deel van sy dienskontrak van sy werkgewer losies of huisvesting, aan te neem, of van sy werkgewer of van 'n ander persoon wat deur sy werkgewer aangewys word, goedere te koop of eiendom te huur nie. 'n Werknemer wat toestem om sowel losies en/of huisvesting van sy werkgewer aan te neem, kan nie verplig, of toegelaat word om per week meer as 6s. vir losies en huisvesting, of 3s. 6d. alleen vir losies, of 2s. 6d. alleen vir huisvesting te betaal nie; met dien verstande dat daardie huisvesting deur die Raad en die betrokke plaaslike owerhede goedgekeur is.

27. LEWENSKOSTETOELAE.

(1) Elke werkgewer moet aan elk van sy werknemers uitgesonderd werknemers in diens vir enige klas werk van tariewe 8, 9, 10 en 11 of in diens as arbeiders, wagte en/of polisiejonens) benewens alle ander besoldiging waarop die werknemer reg het, 'n lewenskostetoelae as volg betaal:—

Klas.	Loongroep.	Toelae per week wanneer die indeks-syfer = 1405.	Aanpassings.
I	Oor £5 per week.....	£ s. d. 2 5 3	± 7d. vir elke ± volle 5 punte verandering in die indeks bo of onder 1405.
II	Oor £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	Oor £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.

(i) 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, in which event no reduction shall be made in respect of the first week of such absence.

(ii) 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.

(iii) 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.

(2) Any adjustment in the rate of cost of living allowance consequent upon a variation of the Index shall be affected on the first pay day in the month following publication of the press release by the Director of Census and Statistics, reflecting such variation.

(3) The allowance 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 press release by that Officer, due regard being had to the fact that the 1938 basis of calculation has been altered from 1,000 to 100.

(5) For the purpose of ascertaining into which wage group an employee shall be deemed to fall, the "hourly rate" scheduled for the class of work of that employee multiplied by 46 shall be his wage; except that in the case of employees engaged in the Electrical Contracting (Part 2) section, the hourly rate shall be multiplied by 40.

28. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer, who has not already done so in pursuance of any previous Agreement, shall register within one month from the 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 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 this Agreement for his establishment or part thereof, as the case may be, from the Council. Application for 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 installation and/or maintenance and/or servicing and/or work on electrical equipment n.e.s. as provided for in Division 1 (Annexure B) and section 4 (1) 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.

29. EXPENSES OF THE COUNCIL.

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

(1) From every establishment entering the Industry after the date of coming into force of this Agreement, an amount of £4. 4s. shall be payable within one month of becoming engaged in the Industry.

(i) 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 werkgewer se toestemming, tensy daardie afwesigheid veroorsaak word deur siekte of onbekwaamheid wat binne die bepalings van die Ongevallewet val, in welke geval geen vermindering ten opsigte van die eerste week van daardie afwesigheid gemaak word nie.

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

(iii) Lewenskostetoelae is gedurende enige tydperk van jaarlikse verlof met betaling betaalbaar en elke werkgewer moet gedurende die kwalifiseertydperk 'n eweredige deel daarvan betaal.

As 'n werknemer 'n werkgewer 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.

(2) Enige aanpassing aan die skaal van lewenskostetoelae wat volg op 'n verandering in die indeks, 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 toelae wat in subartikel (1) voorgeskryf word, moet terselfdertyd as die werknemer gewoonlik sy ander besoldiging ontvang, betaal word.

(4) „Indekssyfer” 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 deur daardie amptenaar in 'n persverklaring bekendgemaak, met inagneming van die feit dat die grondslag van berekening van 1938 van 1,000 na 100 verander is.

(5) Ten einde vas te stel tot welke groep 'n werknemer gereken word, is die „tydloon” soos vasgestel vir die klas werk van daardie werknemer, vermenigvuldig met 46, sy loon; uitgesonderd dat die uurloon met 40 vermenigvuldig moet word in die geval van werknemers in die afdeling Elektrotegniese aanneming (deel 2).

28. REGISTRASIE VAN WERKNEMERS.

(1) (a) Elke werkgewer wat dit nie reeds kragtens 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree registreer; en

(b) elke werkgewer wat na daardie datum in die nywerheid kom, moet binne een maand na hy sy besigheid begin, benewens nakoming van die bepalings 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) Enige 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 van een of meer afdelings van hierdie Ooreenkoms vir sy inrigting, of na gelang van die geval, gedeelte daarvan. Aansoek om registrasie moet aan die Sekretaris van die Raad gerig word.

(ii) Elke werkgewer wat na die datum van die inwerkingtreding van hierdie Ooreenkoms in die nywerheid kom, moet op dieselfde wyse aansoek om 'n sertifikaat van registrasie doen en dit verkry soos bepaal in (i).

(iii) 'n Werkgewer wat versuim om kragtens hierdie artikel by die Raad te registreer, word beskou dat hy 'n inrigting bestuur vir elektriese installasies en/of onderhoud en/of diens en/of werk aan elektriese uitrusting n.e.g. soos bepaal in Afdeling I (Aanhangsel B) en artikel 4 (1) 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.

29. 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) Deur elke inrigting wat na die datum van die inwerkingtreding van hierdie Ooreenkoms in die nywerheid kom, moet binne een maand na die inrigting in die nywerheid kom, 'n bedrag van £4. 4s. betaal word.

(2) 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.	Employees' Contributions.	Employers' Contributions.
		Per Week.	Per Week.
I	Employees whose prescribed rate is 3s. 9d. per hour.....	s. d. 1 0	s. d. 1 0
II	Employees whose prescribed rate is 2s. 6d. per hour or more, but less than 3s. 9d.....	0 9	0 9
III	Employees whose prescribed rate is 1s. 6d. per hour or more, but less than 2s. 6d.....	0 6	0 6
IV	Employees whose prescribed rate is 1s. 3d. per hour or more, but less than 1s. 6d.....	0 4	0 4
V	Employees whose prescribed rate is less than 1s. 3d. per hour, apprentices and minors employed in designated trades during the period they are without a contract of apprenticeship.....	0 2	0 2
VI	General labourers irrespective of the wages paid.....	0 1	0 1

(2) Elke werknemer en elke werkgever moet ooreenkomstig die volgende skaal aan die Raadsfonds bydra:—

Klas.	KOLOM A.	KOLOM B.	KOLOM C.
	Loongroep.	Werknemers-bydraes.	Werkgevers-bydraes.
		Per week.	Per week.
I	Werknemers wie se voorgeskrewe loon 3s. 9d. per uur is.....	s. d. 1 0	s. d. 1 0
II	Werknemers wie se voorgeskrewe loon 2s. 6d. per uur of meer is, maar minder as 3s. 9d.....	0 9	0 9
III	Werknemers wie se voorgeskrewe loon 1s. 6d. per uur of meer is, maar minder as 2s. 6d.....	0 6	0 6
IV	Werknemers wie se voorgeskrewe loon 1s. 3d. per uur of meer is, maar minder as 1s. 6d.....	0 4	0 4
V	Werknemers wie se voorgeskrewe loon minder as 1s. 3d. per uur is, vakleerlinge en minderjarige in aangewese bedrywe gedurende die tyd waarin hulle sonder vakleerlingkontrak is.....	0 2	0 2
VI	Algemene arbeiders, ongeag die lone wat betaal word.....	0 1	0 1

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

(4) 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/3 hereto to the Secretary, Industrial Council for the Electrical Contracting and Servicing Industry (Cape), P.O. Box 4012, Cape Town, not later than the fifteenth day in each month.

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

30. STORAGE AND INSURANCE OF TOOLS.

Wherever possible suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this sub-clause shall be insured by the employer against loss by fire; provided that this provision shall apply only when the employees' tools are marked with his name, and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory.

If such tools are not insured the employer shall be in any case liable for any such loss, up to and including a limit value of fifty pounds (£50), unless the employee concerned has satisfied the insurer, before such loss, that the value of his tools exceeded that figure.

PART 2.

SPECIAL PROVISIONS APPLICABLE TO THE ELECTRICAL CONTRACTING SECTION OF THE INDUSTRY.

1. CLASSIFICATION.

This section shall be classified as Part 2 of the Agreement.

2. DEFINITION.

Saving in so far as they are in conflict with this part of the Agreement, in which case the terms hereinafter provided shall obtain and have preference, the conditions specified in Part 1 of this Agreement shall apply to the classes scheduled in this Part 2 of the Agreement who are engaged in the wiring, installation and maintenance, in or on buildings, of lighting, heating or other permanent electrical fixtures.

3. WAGES AND/OR EARNINGS.

No employer shall pay to employees (other than apprentices engaged in the class of work scheduled in this 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:—

Rate 1.	
Electrician's work.....	3s. 9d. per hour.
Labourer's, n.e.s.....	1s. 3d. per hour.

(3) Die bedrae wat in kolom B van die tabel gewys word, moet deur die werkgever van die lone van sy werknemers afgetrek word.

(4) By die bedrae wat aldus van die lone van sy werknemers afgetrek word, moet elke werkgever die bedrae wat in kolom C van die tabel gewys word, voeg en die totale som, saam met die dekkende opgawe soos voorgeskryf in Aanhangsel A 3 hiervan, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Posbus 4012, Kaapstad, op of voor die vyftiende dag van elke maand stuur.

(5) In elke geval waar geen bydraes soos voorgeskryf in sub-artikels (2), (3) en (4) hiervan betaalbaar is nie, of die totale bedrag wat kragtens subartikel (4) betaalbaar is, minder as 10s. bedra, moet die totale bedrag wat in sub-artikel (4) voorgeskryf word, deur die werkgever aangevul word met sodanige bedrag wat die totaal 'n minimum betaling van 10s. vir elke maand maak.

30. BÊRE EN VERSEKERING VAN GEREEDSKAP.

Waar moontlik moet die werkgever by elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf en 'n verantwoordelike persoon by elke werk aanstel om toe te sien dat die plek gesluit is. Hierdie bepaling is nie op stukwerk van toepassing nie. Die werkgever moet alle gereedskap van werknemers in werksinkels en in toesluitplekke wat ingevolge hierdie subklousule verskaf is, teen verlies deur brand verseker; met dien verstande dat hierdie bepaling slegs van toepassing is wanneer die werknemer se naam op die gereedskap aangebring is en die werknemer die werkgever van 'n lys van sodanige gereedskap voorsien en genoegsame geleentheid gegee het om die lys na te gaan. Indien daar van hierdie gereedskap nie verseker is nie, is die werkgever nogtans vir verlies aanspreeklik tot en met 'n waarde van £50, tensy die werknemer die versekeraar voor die verlies daarvan oortuig het dat sy gereedskap meer as hierdie bedrag werd was.

DEEL 2.

SPESIALE BEPALINGS VAN TOEPASSING OP DIE AANNEMINGSGEDEELTE VAN DIE ELEKTROTEGNIËSE NYWERHEID.

1. INDELING.

Hierdie afdeling maak Deel 2 van die Ooreenkoms uit.

2. OMSKRYWING.

Buiten waar hulle strydig is met hierdie deel van die Ooreenkoms (in dié geval is die voorwaardes wat hierna genoem word, van toepassing en geniet voorrang), is die voorwaardes wat in deel 1 van hierdie Ooreenkoms voorkom, van toepassing op die klasse in Deel 2 genoem wat in diens is vir die bedrading, installering en onderhoud in of op geboue van verligtings-, verwarmings- en ander vaste elektriese toebehore.

3. LONE EN/OF VERDIENSTE.

Geen werkgever mag 'n werknemer (uitgesonderd 'n vakleerling wat in diens is vir dié klas werk wat in hierdie Ooreenkoms genoem word) 'n laer loon en/of verdienste betaal as wat teenoor die betrokke klas aangegee word nie, en geen werknemer mag laer lone en/of verdienste aanneem nie:—

Tarief 1.	
Elektrisiën se werk.....	3s. 9d. per uur.
arbeiders, n.e.g.....	1s. 3d. per uur.

4. SHIFTS AND HOURS OF WORK.

(1) No employer in this section of the Industry shall on any day require or allow any employee to start work earlier than 8 a.m. or finish work later than 5 p.m., without the approval of the Industrial Council and provided that no employee shall be allowed to work for more than five hours continuously without an interval of one hour.

(2) The ordinary working hours shall not exceed forty hours per week apportioned at eight hours daily from Mondays to Fridays inclusive.

(3) All working employers and partners shall observe the working hours prescribed in or as may be laid down in accordance with this clause.

5. HOLIDAY AND UNEMPLOYMENT PAY.

The following conditions shall apply to all employees (including labourers) employed in the Electrical Contracting (Part 2) section of the Industry:—

(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 on which holiday payments must be made, except in the case of employees employed on incentive bonus work, whose holiday payments 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, Easter Monday, Christmas Day or New Year's Day, his employer shall pay him in respect of such day 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 for that day of the week; provided that whenever Christmas Day or New Year's Day falls 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 annual holiday in terms of sub-section (3) of this section. For purposes of this sub-section, the ordinary hourly rates of employees employed on the incentive bonus system shall be at the "hourly rate" for the class of work being performed.

(3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' holiday, subject to the following conditions:—

(a) The qualification for such holiday shall be 245 shifts (whether worked for one or more employers) exclusive of overtime, actually worked on a five day working week basis; provided that—

(i) subject to sub-paragraph (ii) hereof, employment for less than 25 shifts, with the same employer shall not count for holiday payment purposes; provided that an employee who is laid off, after working 15 shifts shall be credited with the number of shifts actually worked for holiday payment purposes;

(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 payment 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, 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 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 such accident has been admitted as falling within the provisions of the Workmen'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 reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts, worked towards his holiday qualification, with a maximum penalty of 25 shifts, in any one qualifying period for annual 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.

4. SKOFTE EN WERKURE.

(1) Geen werkgewer in hierdie afdeling van die nywerheid mag sonder die toestemming van die Nywerheidsraad van 'n werknemer vereis om vroeër as 8 vm. of later as 5 nm. te werk nie; met dien verstande dat geen werknemer meer as vyf uur aanme-kaar mag werk sonder 'n pouse van een uur nie.

(2) Die gewone werkure mag hoogstens veertig uur per week wees; agt uur per dag van Maandag tot en met Vrydag.

(3) Werkende werkgewers of vennote moet die werkure nakom wat in of kragtens hierdie klousule voorgeskryf word.

5. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

Onderstaande voorwaardes is van toepassing op alle werknemers (met inbegrip van arbeiders) wat in die aannemingsgedeelte (Deel 2) van die elektrotegniese nywerheid in diens is:—

(1) Behoudens subartikel (2) van hierdie artikel word die verlofbetaling wat in hierdie artikel voorgeskryf word, bereken volgens die kontrakloonskaal wat die werknemer ten tyde van die betaalde verlof ontvang, uitgesonderd in die geval van 'n werknemer wat vir aansporingsbonusse werk; sy verlofbetaling word bereken volgens sy gemiddelde weeklikse verdienste, uitgesonderd oortyd oor die laaste drie maande wat hy werklik gewerk het voordat hy op verlof geregtig geword het, of oor die weke wat hy werklik gewerk het sedert die aanvang van sy diens, na gelang van die kortste tydperk.

(2) As 'n werknemer nie op Goeie Vrydag, Paasmaandag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgewer hom vir dié dag minstens sy gewone loon betaal asof hy sy gewone werkure vir dié dag van die week gewerk het; met dien verstande dat wanneer Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op hierdie dae werk nie, teen sy gewone uurtarief betaal moet word vir die getal ure wat hy sou gewerk het as die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en met dien verstande verder dat hierdie subartikel nie van toepassing is op 'n werknemer wat kragtens subartikel (3) van hierdie artikel met sy jaarlikse vakansie is nie. Vir die toepassing van hierdie subartikel is die gewone uurtarief van 'n werknemer wat vir 'n aansporingsbonus werk, die „uurtarief" vir die klas werk wat gedoen word.

(3) Elke werknemer is kragtens hierdie Ooreenkoms op drie aaneenlopende weke verlof geregtig, op onderstaande voorwaardes:—

(a) Om op verlof geregtig te wees, moet 'n werknemer 245 skofte, uitgesonderd oortyd, op 'n grondslag van vyf dae per week, werk (hetsy vir een of meer werkgewers); met dien verstande dat—

(i) behoudens subparagraaf (ii) hiervan, 'n dienstyd van minder as 25 skofte by een werkgewer nie vir vakansiedoeleindes gereken word nie; met dien verstande dat, as 'n werknemer se diens tydelik opgeskort word nadat hy 15 skofte gewerk het, hy vir verlofbetalingsdoeleindes gekrediteer word met die getal skofte wat hy werklik gewerk het;

(ii) indien 'n werknemer se diens by 'n werkgewer kragtens (i) hiervan onderbreek word en hy daarna sy diens by dieselfde werkgewer hervat, hy vir verlofbetalingsdoeleindes gekrediteer word met die volle getal skofte wat hy vir dié werkgewer gewerk het, mits hy nie in die tussentyd vir 'n ander werkgewer werk nie;

(iii) enige afwesigheidstydperk weens siekte van hoogstens 52 skofte in een diensjaar vir verlofdoeleindes gereken word; met dien verstande dat die werkgewer van die werknemer kan vereis om 'n doktersertifikaat te toon ter staving van die oorsaak van afwesigheid. Afwesigheidstydperke weens 'n ongeluk wat uit en in die loop van die werknemer se diens ontstaan, word vir verlofdoeleindes gereken, mits die ongeluk binne die bepalinge van die Ongevallewet val en die afwesigheids-tydperke wat vir verlofdoeleindes gereken word, dié is wat deur genoemde wet bepaal word;

(iv) enige werknemer wat afwesig is sonder 'n rede wat die werkgewer tevrede stel, ten opsigte van elke skof of werkdag wat hy weens dié afwesigheid verloor, vyf skofte verbeur wat vir verlofdoeleindes tel, met 'n maksimum straf van 25 skofte in een kwalifiseertydperk vir jaarlikse verlof; met dien verstande dat die werkgewer die Raad binne sewe dae na sulke afwesigheid skriftelik daarvan in kennis moet stel;

(v) afwesigheid weens die ekstra week verlof in subartikel (9) van hierdie klousule vermeld of 'n opgeloopte tydperk ten opsigte daarvan, word vir verlofdoeleindes gereken op grondslag van die getal skofte wat die werknemer in gewone omstandighede gedurende die betrokke tydperk sou gewerk het.

- (b) The holiday shall include four weekends and be for one unbroken period.
 - (c) Should either Good Friday, Easter Monday, Christmas Day or New Year's Day fall within the period of the holiday, the holiday 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 two months of due date.
 - (f) An employee shall be entitled to and shall take his holiday within a period of two 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, on his ceasing work to go on holiday, at the offices of the Industrial Council during the prescribed hours.
- (b) The employer shall, at the time that the employee proceeds on annual leave, forward to the Council a holiday voucher drawn up in a form acceptable to the Council and containing the employee's signature for verification purposes.
- (5) At the end of each and every calendar month and not later than seven days after the end of such calendar month, every employer shall forward to the Secretary of the Council the money equivalent of the holiday pay to which all or any of his employees is entitled and shall furnish a voucher setting out the number of shifts which count for holiday purposes. A copy of this voucher shall be handed to the employee concerned.
- (6) When the employment of an employee terminates before he becomes entitled to holiday payments in terms of sub-section (5) 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 payment purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday payments to which the employee is so entitled.
- (7) (a) When the period of unemployment between one engagement and another is more than five working days, an employee on presenting his voucher or vouchers 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 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 in 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 next he qualifies for leave or becomes unemployed for a longer period than five days.
- (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.
- (8) 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, through the Industrial Council.
- (9) (a) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, an employee who has been furnished with a voucher in terms of sub-section (6) of this section and 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 in the Region of origin 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 (6) 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 the 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* payment from the funds of the Council to such employees as are referred to herein.
- (b) Die verlof moet vier naweke insluit en aaneenlopend wees.
- (c) Indien Goeie Vrydag, Paasmaandag, Kersdag of Nuwejaarsdag binne die verloftydperk val, moet een dag met volle besoldiging by die verloftydperk gevoeg word ten opsigte van so 'n openbare vakansiedag.
- (d) Die werknemer moet binne 'n maand na die datum waarop hy op verlof geregtig word, aansoek daarom doen.
- (e) Die werkgewer moet die verlof só toestaan dat dit binne twee maande na die datum begin waarop die werknemer daarop geregtig word.
- (f) 'n Werknemer bly op verlof geregtig vir 'n tydperk van twee maande na die datum waarop hy daarop geregtig word, en hy moet dit binne hierdie vier maande neem tensy die Raad vrystelling verleen.
- (g) Geen werknemer mag tydens sy verlof vir loon werk nie.
- (4) (a) Wanneer 'n werknemer op die punt staan om met verlof te gaan, moet die bedrag wat ten opsigte van sy verlof aan hom verskuldig is, gedurende die voorgeskrewe ure by die kantoor van die Nywerheidsraad aan hom betaal word wanneer hy ophou met werk om met verlof te gaan.
- (b) Wanneer 'n werknemer met jaarlikse verlof gaan, moet sy werkgewer 'n verlofbewys in 'n vorm wat vir die Raad aanneemlik is en waarop die werknemer se handtekening vir verifieerdoeleindes voorkom, aan die Raad stuur.
- (5) Aan die einde van elke kalendermaand en hoogstens sewe dae daarna moet elke werkgewer aan die Sekretaris van die Raad die bedrag stuur van die verlofbetaling waartoe al sy werknemers of enige van hulle geregtig is en 'n bewys verstrek waarop die getal skofte voorkom wat vir verlofdoeleindes gereken word; 'n kopie van hierdie bewys moet aan die betrokke werknemer gegee word.
- (6) Indien die diens van 'n werknemer eindig voordat hy op betaalde verlof ooreenkomstig subartikel (5) van hierdie artikel geregtig is, moet hy met die proporsionele aantal skofte gekrediteer word. Die werkgewer moet, wanneer die werknemer sy diens verlaat, hom van 'n bewys voorsien waarin die aantal skofte gewerk, wat vir verordoeleindes gereken word, uiteengesit is, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent van die verlof waarop die werknemer reg het, stuur.
- (7) (a) Indien die tydperk van werkloosheid tussen twee diens-tye meer as vyf werkdag is, is 'n werknemer by vertoning van sy bewys of bewyse aan die Nywerheidsraad geregtig om gedurende elke week van sy werkloosheid uit die bedrag wat hy te goed het 'n bedrag te ontvang van minstens £2 of die bedrag wat hy te goed het, na gelang van die kleinste, maar hoogstens die helfte van die loon wat hy ontvang het, toe hy werkloos geword het, na gelang van die grootste, tot tyd en wyl die tegoed wat in die bewys of bewyse aangedui is, uitgeput is. Ingeval die werknemer werk kry voordat die tegoed uitgeput is, moet hy in die boeke van die Raad gekrediteer word met die bedrag wat nog nie uitbetaal is nie, en dit is vir hom beskikbaar ooreenkomstig die voorafgaande bepalings, wanneer hy of weer vir verlof kwalifiseer, of vir 'n tydperk van meer as vyf dae werkloos word.
- (b) 'n Werknemer wat betaling ooreenkomstig paragraaf (a) van hierdie subartikel eis en ontvang, moet, wanneer hy weer in die nywerheid werk kry, van die datum waarop hy die werk aanvaar, vir verlof begin kwalifiseer; met dien verstande dat as daar enige onopge-eiste saldo is waarmee hy ooreenkomstig hierdie artikel gekrediteer moet word, hy gekrediteer moet word met verlof gelykstaande aan die saldo.
- (8) Ingeval 'n werknemer sterf of in die loop van sy diens onbekwaam raak om sy beroep uit te oefen, is die bedrag aan hom verskuldig ten opsigte van verlof, betaalbaar aan sy boedel of aan homself, na gelang van die geval, deur tussenkoms van die Nywerheidsraad.
- (9) (a) Na verloop van minstens 49 weke, gereken van die datum waarop die tydperk van diens wat deur die bewys gedek word, begin, het enige persoon aan wie 'n bewys kragtens subartikel (6) van hierdie artikel uitgereik is en wat nie langer in die nywerheid in diens is nie, behoudens paragraaf (b) van hierdie subklousule, reg op aanbidding van die bewys aan die Raad in die streek van oorsprong vir betaling daarteen van enige onbetaalde saldo waarmee hy in die Raad se boeke gekrediteer staan.
- (b) 'n Bewys wat kragtens subartikel (6) van hierdie artikel aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar van die datum van die laaste skof wat deur dié werknemer gewerk is, en bedrae op krediet wat 'n werknemer in die boeke van die Raad moet na verstryking van dié tydperk die fondse van die Raad toekom; met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na die verstryking van genoemde tyd gemaak word in oorweging moet neem, en kan hy na goeddunke 'n *ex gratia* betaling aan werknemers wat hierin genoem word, van die fondse van die Raad maak.

- (10) (a) An employee who, when he next qualifies for a holiday in terms of sub-section (3) of this section, has completed not less than 12 years' 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 the employer and employee—

- (i) the holiday referred to in sub-section (3) of this section may be extended by an extra week on full pay; or
- (ii) the extra week's leave on full pay 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 and the employee shall take the accumulated leave when he is given and takes the annual 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 his annual 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 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.

- (11) Saving 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.

- (12) 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) *Prohibition of Cession.*—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

- (14) In this clause the expression "employer" includes—

- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and

- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

6. SPECIAL BONUS.

- (1) This section shall not apply to employees employed in terms of the Main Agreement (Part 1) and the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry (Part 3), apprentices, any category of Rates 8, 9, 10 and 11 work, labourers, watchmen or police boys.

- (2) Whenever an employer transmits to the Council holiday payments in terms of section 5 of Part 2 of this Agreement, he shall at the same time transmit the money equivalent of a special bonus as follows:—

- (a) In respect of all employees for whom a wage of 3s. 9d. per hour is prescribed in this Part 2 of the Agreement, the employer shall pay each of these employees a bonus of £32. 10s. per annum. The employer shall enter the amount thereof on a voucher to be furnished to the employee, setting out the number of shifts which count towards the bonus and forward the money equivalent of the bonus, calculated *pro rata* monthly, to the Secretary of the Council, within seven days after the end of each and every month along with the money equivalent of the Holiday Payments referred to in section 5 (5) of Part 2 of this Agreement.

- (b) Except as is provided under section 5 (6) of Part 2, the total amount of bonus standing to the credit of an employee shall be paid in full to him when he proceeds on leave in terms of section 5 (3) of Part 2 of this Agreement.

For the purpose of this section—

"shift" mean one day's work of eight hours worked from Monday to Friday inclusive;

"per annum" means 245 shifts and shall include the paid holidays referred to in section 5 (2) of Part 2 of this Agreement.

- (10) (a) 'n Werknemer wat die volgende maal wat hy vir verlof met betaling kragtens subartikel (3) van hierdie artikel kwalifiseer, minstens 12 jaar diens by dieselfde werkgever voltooi het, het na die gerief van die werkgever en so lank hy by dieselfde werkgever in diens bly, elke jaar reg op 'n ekstra week verlof met betaling, of op die geldwaarde daarvan; met dien verstande dat by onderlinge ooreenkoms tussen die werkgever en die werknemer—

- (i) die verlof met betaling soos in subartikel (3) van hierdie artikel voorgeskryf, met 'n ekstra week met volle betaling verleng kan word; of

- (ii) die ekstra week betaalde verlof vir die jaar van kwalifisering uitgestel kan word en die werknemer dit kan laat oploop totdat hy vir drie ekstra weke verlof met betaling kwalifiseer.

- (b) Wanneer die werkgever en werknemer ooreenkom soos in paragraaf (a) (ii) bepaal en die werknemer vir drie ekstra weke van verlof met betaling (hierna genoem "die opgeloopte verlof") gekwalifiseer het, moet die opgeloopte verlof deur die werkgever toegestaan en deur die werknemer geneem word wanneer hy sy verlof met betaling soos in subartikel (3) van hierdie artikel voorgeskryf, neem, tensy, na gelang van wat die werkgever en werknemer ooreenkom, die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgeloopte verlof te neem in die tydperk voordat hy vir sy volgende verlof met betaling kwalifiseer en dat, indien die werknemer versuim om die opgeloopte verlof binne daardie tydperk te neem, hy sy reg daartoe verbeur.

- (c) By beëindiging van die diens van 'n werknemer wat geregtig geword het op die waarde van die ekstra verlof met betaling soos voorgeskryf in hierdie subartikel, maar dit nog nie ontvang het nie, moet hy by diensbeëindiging betaal word vir die ekstra verlof met betaling waarvoor hy gekwalifiseer het maar nog nie ontvang het nie.

- (11) Uitgesonderd soos andersins hierin bepaal, word dit vir die toepassing van hierdie artikel beskou dat diens begin op die datum waarop 'n werknemer by die werkgever in diens tree, of, na gelang van die jongste datum, die datum waarop hy laas tot verlof geregtig geword het.

- (12) Die Raad kan met enige ander nywerheid wederkerige reëlings tref vir die uitwisseling van verlofbewyse ten bate van werknemers wat uit die nywerheid uittree.

- (13) *Verbod op sessie.*—Geen eis hoegenaamd deur enige werknemer teen die Raad kan gesedeer word nie en geen beweerde sessie daarvan is bindend vir die Raad nie.

- (14) In hierdie klousule omvat die uitdrukking "werkgever"—

- (a) ingeval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgename of legataris; en

- (b) ingeval van die bankrotskap van die werkgever of ingeval van die bereddering van sy boedel of die oordrag of verkoop van sy besigheid, die kurator of beredderaar of nuwe eienaar van die besigheid, indien sodanige eksekuteur, erfgename, legataris, kurator, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hê.

6. SPESIALE BONUS.

- (1) Hierdie artikel is nie op werknemers wat kragtens die Hoof-ooreenkoms (deel 1) en die nywerheidsafdeling vir die bediening van radio's, koelkaste en/of huishoudelike toestelle (deel 3) in diens is, vakleerlinge, werknemers in enige klas werk teen skale 8, 9, 10 en 11, arbeiders, wagte of polisiejongens, van toepassing nie.

- (2) Wanneer 'n werkgever kragtens artikel 5 van deel 2 van hierdie Ooreenkoms verlofbetaling na die Raad oordra, moet hy terselfdertyd die geldwaarde van 'n spesiale bonus, soos volg, oordra:—

- (a) Aan alle werknemers vir wie 'n loon van 3s. 9d. per uur in deel 2 van hierdie Ooreenkoms voorgeskryf word, moet die werkgever 'n bonus van £32. 10s. per jaar betaal. Die werkgever moet die bedrag inskryf op 'n bewys wat aan die werknemer gegee moet word en waarop ook die getal skofte wat vir die bonus tel, voorkom, en die geldwaarde van die bonus, maandeliks *pro rata* bereken saam met die geldwaarde van die verlofbetaling wat in artikel 5 (5) van deel 2 van hierdie Ooreenkoms vermeld is binne sewe dae na die einde van elke maand aan die Sekretaris van die Raad stuur.

- (b) Uitgesonderd soos in artikel 5 (6) van deel 2 bepaal, moet die volle bedrag aan bonus in die krediet van 'n werknemer aan hom betaal word wanneer hy kragtens artikel 5 (3) van deel 2 van hierdie Ooreenkoms met verlof gaan.

Vir die toepassing van hierdie artikel beteken—

"skof", een werkdag van agt uur wat van Maandag tot en met Vrydag gewerk word;

"per jaar", 245 skofte, en sluit die betaalde verlof in wat in artikel 5 (2) van deel 2 van hierdie Ooreenkoms vermeld

Whenever the employment of an employee terminates before he becomes entitled to a holiday in terms of section 5 of Part 2 of this 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 payment purposes. The employer shall enter the amount thereof on a voucher to be furnished to the employee setting out the number of shifts which count for holiday payment purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Council along with the money equivalent of the holiday payment entitlement.

(3) Whenever the bonus is remitted to the Council in terms of sub-section (2), the provisions of sub-sections (7), (8), (9) and (13) of section 5 of part 2 of this Agreement relating to the money equivalent of the holiday payments entitlement shall *mutatis mutandis* apply.

7. COST OF LIVING ALLOWANCE.

(1) Every employer shall pay to each of his employees employed in any category of Rates 8, 9, 10 and 11 work, labourers and watchmen in addition to any other remuneration to which the employee is entitled a cost of living allowance in terms of War Measure No. 43 of 1942, as amended or as may be amended from time to time.

(2) Every employer shall pay to each of his employees (other than employees employed on any category of Rates 8, 9, 10 and 11 work or employed as labourers, watchmen and/or police boys) 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 = 1405.	Adjustments.
I	Exceeding £5 per week	£ s. d. 2 5 3	± 7d. for each ± completed 5 points variation in Index above or below 1405.
II	Exceeding £3. 10s. per week but not exceeding £5 per week	1 19 0	± 6d. for each ± completed 5 points variation in Index above or below 1405.
III	Exceeding £2 per week but not exceeding £3. 10s. per week	1 4 0	± 3d. for each ± completed 5 points variation in Index above or below 1405.
IV	£2 per week and under	0 19 2	± 3d. for each ± completed 5 points variation in Index above or below 1405.

(i) 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, in which event no reduction shall be made in respect of the first week of such absence.

(ii) 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.

(iii) Cost of living allowance 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.

(3) Any adjustment in the rate of cost of living allowance consequent upon a variation of the index shall be affected on the first pay day in the month following publication of the press release by the Director of Census and Statistics, reflecting such variation.

(4) The allowances referred to in sub-sections (1) and (2) shall be paid at the same time as the employee ordinarily receives his other remuneration.

(5) "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 press release by that officer, due regard being had to the fact that the 1938 basis of calculation has been altered from 1,000 to 100.

(6) For the purpose of ascertaining into which wage group an employee shall be deemed to fall, the "hourly rate" scheduled for the class of work of that employee multiplied by 40 shall be his wage.

As 'n werknemer se diens beëindig word voordat hy ingevolge artikel 5 van deel 2 van hierdie Ooreenkoms op verlof geregtig is, moet hy met 'n deel van die bonus wat vir sy klas voorgeskrif word, in verhouding met die getal skofte wat hy vir verlofdoeleindes gewerk het, gekrediteer word. Die werkgever moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word en waarop die aantal skofte wat vir vakansiedoeleindes tel, uiteengesit word, en onmiddellik die geldwaarde van die bonus aan die Sekretaris van die Raad stuur tesame met die geldwaarde van die betaalde verlofkredit.

(3) Wanneer die bonus ingevolge die bepalings van subartikel (2) aan die Raad gestuur word, is die bepalings van subartikels (7), (8), (9) en (13) van artikel 5 van deel 2 van hierdie Ooreenkoms, met betrekking tot die geldwaarde van die betaalde verlofkredit *mutatis mutandis* van toepassing.

7. LEWENSKOSTETOELAES.

(1) 'n Werkgever moet, benewens enige ander vergoeding waarop 'n werknemer geregtig is, aan alle werknemers wat werk teen tariewe 8, 9, 10 en 11 verrig, en aan arbeiders en wagte, 'n lewenskostetoelae betaal ingevolge Oorlogsmaatree No. 43 van 1942, soos dit gewysig of van tyd tot tyd gewysig kan word.

(2) 'n Werkgever moet aan elke van sy werknemers uitgesonderd werknemers in diens van 'n klas werk teen tariewe 8, 9, 10 en 11 of as arbeiders, wagte en/of polisiejongens, benewens alle ander besoldiging waarop die werknemer reg het, 'n lewenskostetoelae soos volg betaal:—

Klas.	Loongroep.	Toelae per week wanneer indeks-syfer = 1405.	Aanpassing.
I	Meer as £5 per week.	£ s. d. 2 5 3	± 7d. vir elke afwyking van ± 5 volle punte van indeks bo of onder 1405.
II	Meer as £3. 10s. per week, maar hoogstens £5 per week	1 19 0	± 6d. vir elke afwyking van ± 5 volle punte van indeks bo of onder 1405.
III	Meer as £2 per week, hoogstens £3. 10s. per week	1 4 0	± 3d. vir elke afwyking van ± 5 volle punte van indeks bo of onder 1405.
IV	£2 per week en minder	0 19 2	± 3d. vir elke afwyking van ± 5 volle punte van indeks bo of onder 1405.

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

(ii) 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 die afwesigheid 'n doktersertifikaat voor te lê voordat betaling gedoen word.

(iii) Lewenskostetoelae is betaalbaar gedurende enige tydperk van betaalde jaarlikse verlof en elke werkgever moet gedurende die kwalifiseertydperk 'n eweredige deel daarvan betaal.

As 'n werknemer die diens van 'n werkgever verlaat, moet enige, betrokke vakansieverlofkredit ook die lewenskostekredit insluit wat betaalbaar is vir daardie gedeelte van die tydperk van jaarlikse verlof wat deur die vakansieverlofkredit gedek word.

(3) Enige aanpassing van die lewenskostetoelaetarief weens 'n verandering in die indeks-syfer, tree in werking op die eerste betaaldag in die maand wat volg op die persverklaring deur die Direkteur van Sensus en Statistiek waarin die verandering aangegee word.

(4) Die toelae genoem in subartikels (1) en (2) moet saam met sy ander vergoeding aan 'n werknemer betaal word.

(5) „Indeks-syfer" 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 sy persverklaring gepubliseer, met behoorlike inagneming van die feit dat die 1938-basis van berekening van 1,000 na 100 verander is.

(6) Om die loongroep vas te stel waaronder 'n werknemer gereken moet word, moet die uurtarief, wat vir die soort werk van daardie werknemer vasgestel is, met 40 vermenigvuldig word.

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

(1) Save as is provided in sub-sections (2) and (3) 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 hour worked, 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.

(2) Whenever an employee is called out on urgent work any time after one hour of having completed his normal shift, he shall be remunerated at the rate of double time for the period of time commencing when the employee leaves his home, and returns there, including time worked on the job, until the usual starting time of his next normal shift.

(3) Whenever an employee works on a—

- (i) Sunday, he shall be paid at the rate of double time for all hours worked; provided that in no case shall he receive less than three hours' pay at double time;
- (ii) Good Friday, Easter Monday, Christmas Day and New Year's day, he shall be paid for the hours for which, had he not worked, he would be paid in terms of sub-section (2) of section 5 of Part 2 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.

(4) An employee shall be given one day off in each week and if he is employed on such day he shall be paid at the rate of double time for the time worked, until the usual starting time next day; provided that in no case shall he receive less than three hours pay at double time.

9. DANGEROUS WORK.

In addition to the wage prescribed an employer shall pay to his employees not less than ten per cent of such wage in respect of each hour during which such employee is engaged in performing dangerous work.

For the purpose of this clause "dangerous work" means any work—

- (a) classified as dangerous in any statutory, provincial or municipal law or regulation relating to the Building Industry and operative in any town or place in or at which such work is performed;
- (b) performed on the outside of a building, other than in the course of the erection of a new building on or from a swinging scaffold, boatswain's chair, or roof or extension ladder, at a height of more than 30 feet from ground level, in connection with the renovation, alteration or repair of such building or the erection of illuminations, or the hanging of bunting;
- (c) performed on an independent chimney or steel stack at a height of more than 30 feet from the ground level;
- (d) performed in old sewers

10. REFRESHMENTS.

Every employer shall provide a person for the preparation of tea for his employees in the morning, noon and in the afternoon, and shall provide a time not exceeding six minutes in the morning and again in the afternoon for the taking of tea, such times to be agreed upon in consultation between the employer and employees, on each job. No employee may leave the position where he is working, for tea, in the morning or afternoon.

11. STORAGE, INSURANCE AND PROVISION OF TOOLS.

(1) Wherever possible, suitable places shall be provided by the employer on all jobs for locking up tools and the employer shall appoint a responsible person for each job to see that such places are locked. This shall not apply to jobbing work. All employees' tools in workshops and in lock-up places provided in terms of this sub-clause shall be insured by the employer against loss by fire; provided that this provision shall apply only when the employees' tools are marked with his name, and such employee has provided the employer with an inventory of such tools and has furnished the employer a reasonable opportunity of checking such inventory. If such tools are not insured the employer shall be in any case liable for any such loss, up to and including a limit value of fifty pounds (£50), unless the employee concerned has satisfied the insurer, before such loss, that the value of his tools exceeded that figure.

(2) Employers shall provide in good order and condition the following tools: Screwing-tackle, such as stocks, dies, taps, pipe vices, blow-lamps, files and hack-saw blades, large hammers of 3 lb. and over, chisels for chasing, steel draw tapes, plugging tools, and draw-vices and safety belts.

12. NOTICE BOARDS.

Every employer and all employers working in partnership shall, wherever electrical installation operations are being carried out, display, in a conspicuous place, accessible to the public, a notice board measuring not less than 24 inches by 18 inches showing the full name and business address of such employer or partnership.

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

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

- (a) Vir die eerste uur gewerk teen $1\frac{1}{2}$ maal die gewone skaal.
- (b) Daarna teen dubbel die gewone skaal tot die begin van die werknemer se volgende normale skof.

(2) As 'n werknemer meer as een uur na voltooiing van sy normale skof-ingeroep word vir dringende werk, moet hy besoldig word teen dubbel die skaal vir die tydperk wat begin wanneer die werknemer sy tuiste verlaat en daarheen terugkeer, met inbegrip van die tyd wat hy aan die werk bestee het tot die gewone begintyd van sy volgende normale skof.

(3) As 'n werknemer op—

- (i) Sondag werk, moet hy vir alle ure wat gewerk word, teen dubbel die gewone skaal betaal word; met dien verstande dat hy minstens drie uur se loon teen dubbel die skaal moet ontvang;
- (ii) Goeie Vrydag, Paasmaandag, Kersdag en Nuwejaarsdag werk, moet hy betaal word vir die ure waarvoor hy, as hy nie gewerk het nie, betaal sou gewees het kragtens subartikel (2) van artikel 5 van hierdie Ooreenkoms, en moet boonop betaal 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 betaal word tot die gewone begintyd op die volgende dag.

(4) 'n Werknemer moet elke week 'n dag vry gegee word en as hy op daardie dag diens doen, moet hy betaal word teen dubbel die gewone skaal vir die tyd wat gewerk word tot die begintyd op die volgende dag; met dien verstande dat 'hy in geen geval minder as drie uur se loon teen dubbel die skaal moet ontvang nie.

9. GEVAARLIKE WERK.

Benewens die voorgeskrewe loon moet 'n werkgewer sy werknemers minstens tien persent daarvan betaal vir elke uur waarin hulle gevaarlike werk verrig.

Vir die toepassing van hierdie klousule beteken „gevaarlike werk" werk wat—

- (a) in 'n statutêre, provinsiale of munisipale wet of regulasie oor die bouwyerheid wat in 'n dorp of plek waar sulke werk verrig word, van krag is, as gevaarlik geklassifiseer word;
- (b) aan die buitekant van 'n gebou verrig word (uitgesonderd waar 'n nuwe gebou opgerig word, van 'n hangsteier of -stoel, dak of skuiflêer) meer as 30 voet bo die grond, in verband met die opknapping, verandering of herstel van 'n gebou, die aanbring van ligte of die ophang van vlae;
- (c) op 'n alleenstaande gemesselde of staalskoorsteen meer as 30 voet bo die grond verrig word;
- (d) in ou riole verrig word.

10. VERVERSINGS.

Elke werkgewer moet 'n werknemer aanstel om tee in die oggend, middag en namiddag vir die werknemers te maak en moet 'n pouse van hoogstens ses minute in die oggend en namiddag toestaan om tee te drink; oor die juiste tyd moet deur die werkgewer en werknemers by elke werk ooreengekom word. In die oggend of namiddag mag geen werknemer sy werkplek verlaat om tee te drink nie.

11. BEWARING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP.

(1) Waar moontlik moet die werkgewer by elke werkplek 'n geskikte toesluitplek vir gereedskap verskaf en 'n verantwoordelike persoon by elke werk aanstel om toe te sien dat die plek gesluit is. Hierdie bepaling is nie op loswerk van toepassing nie. Die werkgewer moet alle gereedskap van werknemers in werkswinkels en in toesluitplekke wat ingevolge hierdie subklousule verskaf is, teen verlies deur brand verseker; met dien verstande dat hierdie bepaling slegs van toepassing is wanneer die werknemer se naam op die gereedskap aangebring is en die werknemer die werkgewer van 'n lys van sodanige gereedskap voorsien en genoegsame geleentheid gegee het om die lys te kontroleer. Indien daar van hierdie gereedskap nie verseker is nie is die werkgewer nogtans vir verlies aanspreeklik tot en met 'n waarde van vyftig pond (£50), tensy die werknemer die versekeraar voor die verlies daarvan oortuig het dat sy gereedskap meer as daardie bedrag werd was.

(2) Werkgewers moet die volgende gereedskap in goeie orde verskaf: Skroefsnygereedskap soos sny-ysters, tappe, pypskroewe, blaaslampe, vyle en ystersaaglemme, groot hamers van 3 lb. en swaarder, beitels vir groewe kap, staaltrekbande, muurpropgereedskap, trekskroewe en veiligheidsgordels.

12. KENNISGEWINGBORDE.

Alle werkgewers wat in vennootskap werk, moet oral waar elektrotegniese installeringswerk verrig word, op 'n opvallende plek wat vir die publiek toeganklik is, 'n kennisgewingbord van minstens 24 duim by 18 duim vertoon, waarop die volle naam en besigheidsadres van die werkgewer of vennootskap voorkom.

PART 3.

SPECIAL PROVISIONS APPLICABLE TO THE RADIO, REFRIGERATION AND/OR DOMESTIC APPLIANCE SERVICING SECTION OF THE INDUSTRY.

1. Saving in so far as they are in conflict with this part of the Agreement, in which case the terms hereinafter provided shall obtain and have preference, the conditions specified in Part 1 of the Agreement shall apply to the classes of employees scheduled in section 4 (1) and Division 5 (Annexure F) employed in the Radio, Refrigeration and/or Domestic Appliances Servicing Section of the Industry.

2. DEFINITIONS.

For purposes of this section—

“day shift” means any period from Monday to Saturday of not more than 8½ hours ordinarily worked by an employee between the hours of 7 a.m. and 7 p.m. on five days, or any period not exceeding five hours worked between the hours of 7 a.m. and 1 p.m. on one day per week which shall be known as the short day.

Employers may vary the day of the week that is to be observed as a short day; provided that a week's notice is given to the employee as to which day is to be observed as a short day.

3. HOLIDAY AND UNEMPLOYMENT PAY.

(1) 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 an incentive bonus system, whose holiday payments 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) All statutory public holidays shall be paid holidays in respect of which an employee shall be paid 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.

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

(a) The qualification for such holiday shall be 290 shifts (whether worked for one or more employers), exclusive of overtime, actually worked on a six-day working week basis, or 49 calendar weeks of employment in the case of an employee working on a five-day week basis; provided that—

(i) subject to sub-paragraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, 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 or three calendar weeks, as the case may be, shall be credited with the number of shifts or calendar weeks actually worked for leave purposes;

(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 or calendar weeks, as the case may be, 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 or eight and two-thirds calendar weeks, 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 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 such accident has been admitted as falling within the provisions of the Workmen'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 reason satisfactory to his employer, shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or five-sixths of a week, as the case may be, worked towards his holiday qualification, with a maximum penalty of 30

DEEL 3.

SPEZIALE BEPALINGS VAN TOEPASSING OP DIE NYWERHEIDSAFDELING VIR DIE BEDIENING VAN RADIO'S, KOELKASTE EN/OF HUISHOUDELIKE TOESTELLE.

1. Uitgesonderd waar hulle strydig is met hierdie deel van die Ooreenkoms—in dié geval is die voorwaardes wat hierop volg van toepassing en moet voorrang geniet—is die bepaling van deel 1 van die Ooreenkoms van toepassing op die klasse werknemers wat in artikel 4 (1) en afdeling 5 (Aanhangsel F) aangegee word en in die nywerheidsafdeling vir die bediening van radio's, koelkaste en/of huishoudelike toestelle in diens is.

2. WOORDOMSKRYPINGS.

Vir die toepassing van hierdie artikel beteken—

„dagskof”, elke tydperk tussen Maandag en Saterdag van hoogstens 8½ uur wat gewoonlik deur 'n werknemer op vyf dae tussen 7 vm. en 7 nm. gewerk word, of elke tydperk van hoogstens vyf uur wat tussen die ure 7 vm. en 1 nm. gewerk word op een dag van die week wat bekend staan as die kort dag.

Werkgewers kan self die dag van die week vasstel wat die halwe dag moet wees; met dien verstande dat aan die werknemer een week kennis gegee word van watter dag die halwe dag gaan wees.

3. VERLOF- EN WERKLOOSHEIDSBESOLDIGING.

(1) Betaling vir verlof waarvoor voorsiening in hierdie artikel gemaak word, moet bereken word teen die kontrakloonskaal waarteen die werknemer betaal word op die datum waarop hy kwalifiseer uitgesonderd in die geval van werknemers wat volgens 'n aansporingsbonusstelsel werk en wie se verlofbetaling bereken moet word op die gemiddelde weeklikse verdienste buiten oortyd oor die voorafgaande drie maande wat werklik gewerk is voordat die verlof verskuldig geword het of die weke wat werklik gedurende die tydperk van diens gewerk is, na gelang van die kortste.

(2) Alle statutêre openbare vakansiedae is vakansiedae met betaling ten opsigte waarvan 'n werknemer minstens teen sy gewone skaal van besoldiging betaal moet word asof hy op daardie dag sy gemiddelde gewone werkure vir dié dag van die week gewerk het.

(3) Elke werknemer is kragtens hierdie Ooreenkoms geregtig tot twee agtereenvolgende weke verlof met betaling, onderworpe aan die volgende voorwaardes:—

(a) Die kwalifisering van sulke verlof is 290 skofte, uitgesonderd oortyd (of dit vir een of meer werkgewers gewerk is) wat werklik op die basis van 'n sesdaagse werkweek gewerk is, of 49 kalenderweke in die geval van 'n werknemer wat 'n vyfdaagse week werk; met dien verstande dat—

(i) behoudens subparagraaf (ii) hiervan, diens vir minder as 30 skofte, of, na gelang van die geval, vyf kalenderweke, by dieselfde werkgever nie vir verlofdoeleindes meetel nie; met dien verstande dat 'n werknemer wie se diens tydelik opgeskort word nadat hy 18 skofte, of, na gelang van die geval, drie kalenderweke gewerk het, gekrediteer moet word met die getal skofte of kalenderweke wat werklik vir verlofdoeleindes gewerk is;

(ii) wanneer 'n werknemer se diens by 'n werkgever kragtens (i) hiervan onderbreek word, en hy weer by dieselfde werkgever in diens tree, moet hy vir verlofdoeleindes gekrediteer word met die totale getal skofte, of, na gelang van die geval, kalenderweke, wat hy by daardie werkgever in diens was; met dien verstande dat hy nie intussen vir 'n ander werkgever werk nie;

(iii) enige tydperk van afwesigheid weens siekte wat tesame hoogstens 52 skofte, of, na gelang van die geval, 8½ kalenderweke in 'n jaar diens bedra, moet vir verlofdoeleindes meetel; met dien verstande dat 'n werkgever die reg het om van 'n werknemer te vereis dat 'n doktersertifikaat as bewys van die geval van afwesigheid voorgelê word. Tydperke van afwesigheid weens ongelukke wat uit en in die loop van die werknemer se diens ontstaan, moet vir verlofdoeleindes meetel; met dien verstande dat die ongeluk erken word as binne die bepaling van die Ongevallewet en die tydperke van afwesigheid wat vir verlofdoeleindes moet meetel, die tydperke van onbekwaamheid, soos in die genoemde Wet toegelaat, is;

(iv) enige werknemer wat van die werk wegbly sonder 'n rede wat sy werkgever tevrede stel, verbeur ten opsigte van elke skof of werkdag wat hy gedurende die afwesigheid verloor, vyf skofte of, na gelang van die geval, 5/6des van 'n week wat vir verlofdoeleindes gewerk is, met 'n maksimum boete van 30 skofte of

shifts or five calendar weeks, 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 three weekends and be for one unbroken period.
- (c) Should any statutory public holiday fall within the period 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 two months of due date.
- (f) An employee shall be entitled to and shall take his holiday within a period of two 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 work to go on holiday.

(b) The employer shall at the time of making the payment referred to in (a) or in section 14 (2) forward to the Council a holiday receipt voucher drawn up and supplied by the Council and containing the employee's signature as a 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 or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts or calendar weeks of employment, as the case may be, 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 six days, an employee on presenting his voucher or vouchers 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 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 in 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 next he qualifies for leave or becomes unemployed for a longer period than six days.

(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, through the Industrial Council.

(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, an employee who has been furnished with a voucher in terms of sub-section (5) of this section and 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 in the Region of origin 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* payment from the funds of the Council to such employees as are referred to herein.

vyf kalenderweke in 'n kwalifiseertydperk vir verlof met betaling; met dien verstande dat die werkgewer binne sewe dae na die afwesigheid die Raad skriftelik daarvan in kennis moet stel;

- (v) afwesigheidstydperke weens die ekstra week verlof waarvoor voorsiening in subartikel (9) hiervan gemaak word, of opgeloopte tydperke ten opsigte daarvan, word vir verlofdoeleindes gereken op grondslag van die getal skofte wat die betrokke werknemer in gewone omstandighede gedurende sulke tydperke sou gewerk het.
- (b) Die verlof moet drie naweke insluit en moet ononderbroke wees.
- (c) Wanneer 'n statutêre openbare vakansiedag binne die verlof-tydperk val, moet die tydperk met een dag met volle betaling vir elke sodanige dag verleng word.
- (d) Aansoek om verlof moet binne een maand van die datum waarop hy op verlof geregtig is, deur die werknemer gedoen word.
- (e) Die verlof moet deur die werkgewer toegestaan word sodat dit binne 'n tydperk van twee maande ná die datum waarop dit verskuldig geword het, begin.
- (f) 'n Werknemer het reg op sy verlof en moet dit neem binne 'n tydperk van twee maande na die datum waarop dit verskuldig geword het, tensy die Raad vrystelling verleen.
- (g) Geen werknemer mag gedurende sy verlof vir loon werk nie.

(4) (a) As 'n werknemer op die punt staan om verlof te neem, moet die gelde wat ten opsigte van die verlof aan hom betaalbaar is, deur sy werkgewer in kontant aan hom uitbetaal word by staking van sy werk om met verlof te gaan.

(b) Die werkgewer moet saam met die betaling wat in (a) of in artikel 14 (2) voorgeskryf word, 'n verlofkwitansiebewys in die vorm wat deur die Raad opgestel en deur hom verskaf en voorsien is van die werknemer se handtekening as bewys vir die bogenoemde betaling, aan die Raad stuur.

(5) As 'n werknemer se diens eindig voordat hy kragtens subartikel (3) van hierdie artikel op verlof geregtig geword het, moet hy met die eweredige getal skofte, of, na gelang van die geval, kalenderweke gekrediteer word. Die werkgewer moet aan die werknemer, wanneer hy sy diens verlaat, 'n bewys uitreik wat die getal skofte, of, na gelang van die geval, kalenderweke wat vir verlofdoeleindes meetel, aantoon en onmiddellik die kontantwaarde van die verlof waarop die werknemer reg het, aan die Sekretaris van die Raad stuur.

(6) (a) As die tydperk van werkloosheid tussen twee diens-tydperke meer as ses dae beloop, het 'n werknemer wat sy bewys of bewyse aanbied by die Nywerheidsraad, reg om gedurende elke week van sy werkloosheid uit die bedrag waarmee hy gekrediteer staan 'n bedrag van minstens £2 of die bedrag waarmee hy gekrediteer staan, watter ook al die kleinste is, maar hoogstens half-betaling teen die skaal wat hy ontvang het toe die werkloosheid begin het, watter ook al die grootste is, te ontvang, totdat die krediet wat in die bewys of bewyse aangetoon word, uitgeput is. Wanneer die werknemer weer werk kry voordat daardie krediet uitgeput is, moet hy met die onbetaalde bedrag in die boeke van die Raad gekrediteer word en daardie bedrag moet vir hom beskikbaar gehou word ooreenkomstig die voorgaande bepalings wanneer hy of vir sy volgende verlof kwalifiseer, of vir 'n tydperk van langer as ses dae werkloos word.

(b) Enige werknemer wat, kragtens paragraaf (a) van hierdie subartikel, betaling eis en ontvang, moet wanneer hy weer in die Nywerheid werk kry, begin kwalifiseer vir verlof van die datum van indienstreding af; met dien verstande dat as daar 'n onopgevaagde balans is waarmee hy kragtens hierdie artikel gekrediteer moet word, hy met dié balans gekrediteer moet word.

(7) As 'n werknemer sterf of in die loop van sy werk onbekwaam word om sy vak verder uit te oefen, moet die bedrag wat ten opsigte van verlofbetaling verskuldig is, aan sy boedel, of, na gelang van die geval, deur tussenkoms van die Nywerheidsraad, aan hom uitbetaal word.

(8) (a) Na verloop van minstens 49 weke, gereken van die datum waarop die tydperk van diens wat deur die bewys gedek word, begin het, is 'n persoon aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is en wat nie langer in die nywerheid in diens is nie, by aanbidding van die bewys by die Raad in die streek van oorsprong, behoudens paragraaf (b) van hierdie subklousule, geregtig op uitbetaling van die onbetaalde balans waarmee hy in die boeke van die Raad gekrediteer staan.

(b) Enige bewys wat, ingevolge subartikel (5) van hierdie klousule, aan 'n werknemer uitgereik word, bly geldig vir twee jaar nadat die werknemer sy laaste skof gewerk het, en bedrae wat na verstryking van hierdie tydperk nog in die Raad se boeke aan so 'n werknemer verskuldig is, kom die fondse van die Raad toe; met dien verstande dat die Raad 'n eis deur so 'n werknemer na verstryking van genoemde tydperk moet oorweeg en na goeddunke 'n *ex gratia* betaling uit die Raad se gelde kan doen aan 'n werknemer wat hierin vermeld word.

(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 years' 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 the 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 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 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.

(10) Saving 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.

(11) The Council may make reciprocal arrangements with any other Industry for interchange of leave vouchers to the benefit of the employee leaving the Industry.

(a) *Prohibition of Cession.*—No claim whatever by any employee against the Council shall be capable of being ceded and no purported cession thereof shall be binding upon the Council.

(12) Notwithstanding the foregoing provisions of this section, an employer and his employee to whom this section apply may mutually agree that the provisions of section 13 of Part 1 of this Agreement shall be substituted therefor.

(13) Every employer in this section of the industries who is registered with the Council at the date of coming into operation of this Agreement and who has not already done so in pursuance of any previous agreement shall declare to the Council within one month of that date whether the provisions of this section or the provisions of section 13, Part 1, of the Agreement will be observed in his establishment, and every employer in this section of the industries who is not already registered with the Council in pursuance of any previous agreement shall make such declaration upon registering with the Council.

(14) Whenever such employees are required by the nature of essential service to work on any statutory public holiday he shall—

- (a) receive not less than double the rates payable in respect of a shift ordinarily worked on a week day; or
- (b) receive not less than time and one-half of his ordinary rate in respect of the total period worked on such holiday plus one day's holiday within seven days on full pay, calculated at the rate of an ordinary shift for that particular day of the week.

(15) In this clause the expression "employer" includes—

- (a) in the case of the death of an employer, the executor of his estate, or his heir or legatee; and
- (b) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business;

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

4. HOLIDAY AND SPECIAL BONUS APPLICABLE IN THE RADIO, REFRIGERATION AND/OR DOMESTIC APPLIANCE SERVICING SECTION OF THE INDUSTRY.

(1) This section shall apply to the classes of employee scheduled in section 4 (1) of the Main Agreement and in Annexure F (Division 5) thereto employed in the Radio, Refrigeration and/or Domestic Appliance Servicing Section of the Industry; provided that it shall not apply to apprentices, any category of Rates 8, 9, 10 and 11 work, labourers, watchmen or police boys.

(9) (a) 'n Werknemer wat by die volgende geleentheid wanneer hy, kragtens subartikel (3) van hierdie artikel, vir betaalde verlof kwalifiseer, minstens 12 jaar diens by dieselfde werkgever voltooi het, is na die gerief van die werkgever en terwyl hy by dieselfde werkgever in diens is, elke jaar geregtig op 'n ekstra week verlof met betaling of die geldwaarde daarvan; met dien verstande dat die werkgever en werknemer onderling kan ooreenkom—

- (i) om die verlof met betaling wat in subartikel (3) van hierdie artikel voorgeskryf word, met 'n ekstra week te verleng; of
- (ii) om die ekstra week verlof vir die jaar van kwalifisering uit te stel en te laat ooploop totdat die werknemer vir drie ekstra weke verlof met betaling gekwalifiseer het.

(b) Wanneer die werkgever en werknemer die reëling tref waarvoor voorsiening kragtens paragraaf (a) (ii) gemaak word en die werknemer vir drie ekstra weke verlof met betaling (hierna genoem "die opgeloopte verlof") gekwalifiseer het, moet die werkgever die opgeloopte verlof toestaan en die werknemer dit neem wanneer die verlof met betaling, soos voorgeskryf in subartikel (3) van hierdie artikel, toegestaan en geneem word; tensy, na gelang van die geval, die werkgever en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in ieder geval geleentheid moet gee om die opgeloopte verlof in die tydperk te neem voordat hy vir die volgende verlof met betaling kwalifiseer, en dat wanneer die werknemer in gebreke bly om die verlof binne dié tydperk te neem, hy sy reg daarop verbeur.

(c) As die diens van 'n werknemer wat geregtig is op die geldwaarde van die ekstra verlof met betaling, soos voorgeskryf in hierdie subartikel, maar dit nog nie ontvang het nie, eindig, moet hy by beëindiging van sy diens betaal word vir die ekstra verlof met betaling waarvoor hy gekwalifiseer het maar wat nog nie ontvang is nie.

(10) Behoudens soos andersins hierin bepaal, word dit vir die toepassing van hierdie artikel beskou dat diens begin van die datum waarop die werknemer by die werkgever in diens tree of die datum waarop hy laas op vakansieverlof geregtig geword het, na gelang van die jongste datum.

(11) Die Raad kan wederkerige reëlings met ander nywerhede tref vir die omruiling van verlofbewyse in belang van 'n werknemer wat die Nywerheid verlaat.

(a) *Verbod op sessie.*—Geen eis hoegenaamd deur enige werknemer teen die Raad kan gesedeer word nie en geen beweerde sessie daarvan is bindend vir die Raad nie.

(12) Ondanks die voorgaande bepalings van hierdie artikel, kan 'n werkgever en sy werknemer op wie hierdie artikel van toepassing is, onderling ooreenkom dat die bepalings van artikel 13 van Deel I van die Ooreenkoms in die plek daarvan gestel word.

(13) Elke werkgever in hierdie afdeling van die Nywerheid wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die Raad geregistreer is en wat dit nie reeds ooreenkomstig 'n vorige Ooreenkoms gedoen het nie, moet binne een maand na dié datum die Raad mededeel of hierdie artikel, dan wel die bepalings van artikel 13 van Deel I van die Ooreenkoms in sy inrigting toegepas sal word, en elke werkgever in hierdie afdeling van die Nywerheid wat nog nie ooreenkomstig 'n vorige ooreenkoms by die Raad geregistreer is nie, moet hierdie mededeling doen by die registrasie by die Raad.

(14) As dit, weens die aard van 'n noodsaaklike diens, van sulke werknemers vereis word om op 'n statutêre openbare vakansiedag te werk, moet hulle—

- (a) minstens dubbel die skaal ten opsigte van 'n skof wat gewoonlik op 'n weekdag gewerk word, ontvang; of
- (b) minstens 1½ maal die gewone skaal ontvang ten opsigte van die totale tydperk wat op die vakansiedag gewerk word, plus binne sewe dae 'n dag verlof met volle betaling, bereken teen die skaal vir 'n gewone skof vir die bepaalde dag van die week.

(15) In hierdie klousule omvat die uitdrukking „werkgever”—

- (a) ingeval van die dood van 'n werkgever, die eksekuteur van sy boedel, of sy erfgenaam of legataris; en
- (b) ingeval van die bankrotskap van die werkgever of in geval van die bereddering van sy boedel of die oordrag of verkoop van sy besigheid, die kurator of beredderaar of nuwe eienaar van die besigheid, indien sodanige eksekuteur, erfgenaam, legataris, kurator, beredderaar of nuwe eienaar voortgaan om daardie werknemer in diens te hê.

4. VAKANSIE- EN SPESIALE BONUS VAN TOEPASSING IN DIE NYWERHEIDSAFDELING VIR DIE BEDIENING VAN RADIO'S, KOELKASTE EN/OF HUISHOUDELIKE TOESTELLE.

(1) Hierdie artikel is van toepassing op die klasse werknemers in artikel 4 (1) van die Hoof-ooreenkoms en Bylae F (afdeling 5) daarvan vermeld wat in die nywerheidsafdeling vir die bediening van radio's, koelkaste en/of huishoudelike toestelle in diens is; met dien verstande dat dit nie vir vakleerlinge, enige klas werk teen tariewe 8, 9, 10 en 11, arbeiders, wagte of polisiejongens geld nie.

(2) Whenever an employee to whom this section applies is paid his holiday pay in terms of section 3 of Part 3 of the Main Agreement or section 13 of Part 1 thereof as applied by sub-section (11) of section 3 of Part 3 aforesaid, whichever is applicable, he shall at the same time be paid bonus as follows:—

Class.	Bonus Payable.
Class A— (i) Qualified employees whose minimum rate specified in this Agreement is the equivalent of 2s. 1d. per hour or more at the date of qualification for their paid holiday. (ii) Employees employed at the date of coming into operation of this Agreement as learners or employed in occupations remunerated according to experience whose minimum rate specified in this Agreement is the equivalent of 2s. 1d. per hour or more at date of qualification for their paid holiday.	A holiday bonus of £32. 10s. per annum calculated pro rata to the holiday qualification.
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, watchmen or police-boys).	An amount calculated at the rate of 8 per cent of the employees basic minimum time rate for his occupation scheduled in this Agreement for the hours he has actually worked, exclusive of overtime, after the date on which he has qualified for holiday leave or the date of his engagement, whichever is the later.

For purposes of this section—

“holiday qualification” shall be the qualification for the paid holiday prescribed in section 3 (3) (a) of Part 3 of the Main Agreement or section 13 (3) (a) of Part 1 thereof, whichever is applicable;

“qualified employees” means any employee who is not employed as a learner or who, if remunerated according to experience, has qualified for the rate for his class of work specified as payable “thereafter”.

(3) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of section 3 of Part 3 of the Main Agreement or section 13 of Part 1 thereof as applied by sub-section (12) of section 3 of Part 3 aforesaid, whichever is applicable the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts or calendar weeks of employment credited to him for holiday purposes. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts or calendar weeks of employment 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 (3), the provisions of sub-sections (6), (7), (8) and (11) (a) of the relevant holiday and unemployment pay, section of the Main Agreement relating to the money equivalent of the paid holiday shall *mutatis mutandis* apply.

PART 4.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained, the provisions relating to “Hours of Work” (section 5), “Overtime and Payment for Work on Sundays and Certain Public Holidays” (section 6), “Night Shift Work” (section 7), “Holiday and Unemployment Pay” (section 13) and “Cost of Living Allowances” (section 27) of Part 1 of the Agreement and the provisions of Part 3 of the Agreement shall not apply to employees employed on Rates 8, 9, 10 and 11 work, labourers (other than labourers employed in the Electrical Contracting Section of the Agreement Part 2), watchmen and/or police boys, to whom, except as is otherwise provided therein, the remaining provisions of Part 1 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 1.)

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 night watchman)—

(a) to work for more than 46 hours, excluding meal times in any one week; or

(2) Wanneer 'n werknemer op wie hierdie klousule van toepassing is, sy verlofbetaling ontvang ingevolge artikel 3 van Deel 3 van die Hoofdooreenkoms of artikel 13 van Deel 1 soos toegepas volgens subartikel (11) van bogenoemde artikel 3 van Deel 3, watter ook al van toepassing is, moet hy terselfdertyd onderstaande bonus ontvang:—

Klas.	Bonus betaalbaar.
Klas A— (i) Gekwalifiseerde werknemers wie se minimum loonskaal in hierdie Ooreenkoms gespesifiseer gelykstaan met 2s. 1d. per uur of meer op die datum van kwalifikasie vir hulle betaalde verlof. (ii) Werknemers as leerlinge in diens op die datum waarop hierdie Ooreenkoms van krag word, of in diens in bedrywe waarvoor besoldiging volgens ondervinding geskied, waarvoor die minimum loonskaal in hierdie Ooreenkoms gespesifiseer gelykstaan met 2s. 1d. per uur of meer op die datum waarop hulle vir hulle betaalde verlof kwalifiseer.	'n Verlofbonus van £32. 10s. per jaar, eweredig met die verlof-kwalifikasie bereken.
Klas B— Alle ander werknemers wat nie by klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, werknemers in diens op werk geklassifiseer in tariewe 8 tot en met 11, arbeiders, wagt of polisiejongens).	'n Bedrag bereken teen 8 persent van die werknemer se basiese minimum tarief vir sy bedryf soos op die lys in hierdie Ooreenkoms, vir die ure, buiten oortyd wat hy werklik gewerk het na die datum waarop hy vir vakansieverlof gekwalifiseer het, of die datum van sy indiensneming, na gelang van jongste.

Vir die toepassing van hierdie artikel is „vakansiekwalifikasie” die kwalifikasie vir die betaalde vakansie voorgeskryf in artikel 13 (3) (a) en beteken „gekwalifiseerde werknemer” 'n werknemer wat nie as leerling in diens is nie, of wat vir die loonskaal vir sy klas werk wat as betaalbaar „daarna” gespesifiseer is, gekwalifiseer het, indien hy volgens ondervinding besoldig word.

(3) As 'n werknemer se diens eindig voordat hy kragtens artikel 3 van Deel 3 van die Hoofdooreenkoms of artikel 13 van Deel 1 soos toegepas deur subklousule (12) van genoemde artikel 3 van Deel 3, watter ook al van toepassing is, op betaalde verlof geregtig is, moet hy gekrediteer word met 'n deel van die bonus wat vir sy klas voorgeskryf word, in verhouding met die getal skofte of kalenderweke deur hom gewerk wat vir verlofdoeleindes tel. Die werkgewer moet die bedrag inskryf op 'n bewys wat aan die werknemer verstrekk moet word en waarop die getal skofte of kalenderweke diens wat vir vakansiedoeleindes tel, voorkom, en die geldwaarde van die bonus onmiddellik aan die Sekretaris van die Raad stuur tesame met die geldwaarde van die betaalde verlof waarop die werknemer geregtig is.

(4) Wanneer die bonus ingevolge subartikel (3) aan die Raad gestuur word, is die bepaling van subartikels (6), (7), (8) en (11) (a) van die betrokke artikel oor „verlof en werkloosheidsbesoldiging” in die Hoofdooreenkoms, met betrekking tot die geldwaarde van betaalde verlof, *mutatis mutandis* van toepassing.

DEEL 4.

SPESIALE VOORWAARDES MET BETREKKING TOT SEKERE SOORTE ARBEID HIERIN GENOEM.

Ondanks enigiets in hierdie bepaling, is die bepaling met betrekking tot „Werkure” (artikel 5), „Oortyd en betaling vir werk op Sondae en sekere openbare vakansiedae” (artikel 6), „Nagskofwerk” (artikel 7), „Verlof- en werkloosheidsbesoldiging” (artikel 13) en „Lewenskostetoelae” (artikel 27) van Deel 1 van die Ooreenkoms nie van toepassing op werknemers wat in diens is op werk geklassifiseer teen tariewe 8 tot en met 11, arbeiders (uitgesonderd arbeiders wat in die aannemingsgedeelte van die elektrotegniese nywerheid in diens is—sien Deel 2 van die Ooreenkoms), wagt en/of polisiejongens, op wie, behoudens soos andersins hierin bepaal, die orige bepaling van Deel 1 en die volgende spesiale bepaling toegepas moet word. (Die spesiale bepaling moet voorrang geniet, ingeval van teenstrydigheid tussen hulle en genoemde orige bepaling van Deel 1.)

1. WERKURE.

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

(a) vir meer as 46 uur, uitgesonderd etenstye, in 'n week te werk; of

- (b) to work for more than eight hours, excluding meal times on any one day; provided that in any establishment in which—
- 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; or
 - the employees do not ordinarily work on more than five days in the week, an employee may on any workday be required or permitted to work for an additional period 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 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.

(4) Notwithstanding the provisions of this section—

- no employee, who is a female shall be required or permitted to work—
 - between six o'clock p.m. and six o'clock a.m.; or
 - after one o'clock p.m. on more than five days in any week;
- no employee, who is a female, shall be required or permitted to work overtime—
 - for more than two hours on any day;
 - on more than three consecutive days;
 - on more than sixty days in any year;
 - after completion of her ordinary working hours for more than one hour on any day unless she has—
 - been given notice thereof before midday; or
 - been provided with an adequate meal before she has to commence overtime; or
 - has been paid an allowance of not less than 1s. 6d. 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 SUNDAYS 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 or police boy works on a—

- (i) Sunday, he shall receive not less than double the rate payable in respect of a shift ordinarily worked on a weekday; or
 - 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 pay, calculated at the rate of one ordinary shift for that particular day of the week;
- (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) Good Friday, Day of the Covenant, Christmas Day and New Year's Day, shall be paid holidays, and if an employee other than a watchman or police boy does not work on such days, he shall be paid therefor at the rate not less than the ordinary shift 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—

- 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
- 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 subsection (2) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(b) vir meer as agt uur, uitgesonderd etenstye, op 'n dag te werk nie, met dien verstande dat in 'n inrigting waarin—

- die gewone werkkure op een dag per week hoogstens vyf is, 'n werknemer verplig of toegelaat kan word om vir 'n verdere tyd van hoogstens 'n halfuur op ekeen van die ander dae van die week te werk; of
- die werknemers gewoonlik op hoogstens vyf dae per week werk, 'n werknemer op enige werkdag verplig of 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) 'n Werknemer kan nie verplig of 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 bepalings van hierdie artikel—

- kan 'n vroulike werknemer nie verplig of toegelaat word om—
 - tussen 6-uur nm., en 6-uur vm.; of
 - na 1-uur nm. op meer as vyf dae per week te werk nie;
- kan 'n vroulike werknemer nie verplig of toegelaat word om—
 - vir meer as twee uur op 'n dag;
 - op meer as drie opsevolgende dae;
 - op meer as 60 dae in 'n jaar;
 - na voltooiing van haar gewone werkkure vir meer as een uur op 'n dag oortyd te werk nie, tensy sy—
 - voor 12-uur middag daarvan in kennis gestel is; of
 - van 'n toereikende ete voorsien is voordat sy met oortyd moet begin;
 - betyds 'n toelae van minstens 1s. 6d. betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk begin.

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

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

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

- As 'n werknemer, uitgesonderd 'n wag of polisiejong, op—
 - 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
 - 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 betaling, bereken teen die skaal vir een gewone skof vir die besondere dag van die week;
- Goeie Vrydag, Gelofte dag, Kersdag en Nuwejaarsdag werk, moet hy minstens die gewone skaal vir die 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 (i) hiervan van toepassing.

3. VERLOF MET BETALING.

(1) Goeie Vrydag, Gelofte dag, Kersdag en Nuwejaarsdag is betaalde vakansiedae, en as 'n werknemer, uitgesonderd 'n wag of 'n polisiejong, nie op hierdie dae werk nie, moet hy betaal word teen minstens die gewone loon vir die bepaalde dag van die week.

(2) Elke werkgewer moet aan elke werknemer afwesigheidsverlof met volle betaling van minstens twee agtereenvolgende weke toestaan t.o.v. elke tydperk van 12 maande diens en nie later as twee maande na die beëindiging van genoemde tydperk nie; met dien verstande dat—

- die tydperk van die afwesigheid nie mag saamval met enige tydperk waarin die werknemer onder diensopsegging staan opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), meemaak nie; en
- 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 betaling 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 ontvang nie.

(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.

(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 instructions 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 any period 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 allowance payable in terms of section 4 of this part of this 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 ALLOWANCE.

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 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 the employment, the 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.

Signed at Cape Town, for and on behalf of the parties on this 9th day of September, 1955.

F. D. OPPERMAN, *Chairman.*
J. P. ARNOT, *Vice-Chairman.*
W. R. PENGELLY, *Secretary.*

ANNEXURE A.

To be submitted at the end of each month to the Industrial Council for the Electrical Contracting and Servicing Industry (Cape), P.O. Box 4012, Cape Town.

Name of Firm _____

Address _____ (Office).

_____ (Workshop).

Return for month of _____ 19____

Benefit Fund No.	Engagements and Discharges.		Date Engaged.	Date Left.
	Name of Employees.	Occupation.		

(4) By beëindiging van diens moet die werkgever 'n werknemer ten volle betaal—

- (a) t.o.v. enige tydperk van verlof wat vir hom opgehoop 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.

(5) Enige tydperk waarin 'n werknemer—

- (a) met verlof ingevolge subartikel (2) is; of
- (b) vredesydse opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, meemaak; 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 bepaling 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 12 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 kan 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 hierdie deel 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, na gelang van die jongste.

4. LEWENSKOSTETOELAE.

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

5. DIENSSERTIFIKAAT.

Wanneer 'n werknemer by beëindiging van sy diens daarom vra, moet 'n werkgever dié werknemer van 'n dienssertifikaat voorsien wat die name van die werkgever 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.

In Kaapstad onderteken namens die partye op hede die 9de dag van September 1955.

F. D. OPPERMAN,
Voorsitter van die Raad.

J. P. ARNOT,
Ondervoorsitter van die Raad.

W. R. PENGELLY,
Sekretaris van die Raad.

AANHANGSEL A.

Moet aan einde van elke maand gesuur word aan die Nywerheidsraad vir die Elektrotegniese Aannemings- en Bedieningsnywerheid (Kaap), Posbus 4012, Kaapstad.

Naam van firma _____

Adres _____ (Kantoor).

_____ (Werkplek).

Opgawe vir die maand _____ 19____

By-stand-fonds-nommer.	In diens geneem en ontslaan.		Datum van indiens-neming.	Datum van vertrek.
	Naam van werknemer.	Ambag.		

EMPLOYEES LIABLE FOR LEVIES.

Number of
Apprentices not
Liable for Levies.

No. as per last return.....
Add engagements.....
Less discharges.....
No. at date of this return.....

LEVIES PAYABLE.

No. of Em- ployees.	Weeks Em- ployed.	Class.	Em- ployee's Contri- bution.	Em- ployer's Contri- bution.	Total.
		I	£ s. d.	£ s. d.	£ s. d.
		Deduction 1s. per week			
		II			
		Deduction 9d. per week			
		III			
		Deduction 6d. per week			
		IV			
		Deduction 4d. per week			
		V			
		Deduction 2d. per week			
		VI			
		Deduction 1d. per week			

CHEQUE HEREWITH £

Vide Section 29 of Agreement.

Full list of employees are required on the first submission of this form only.

Subsequent lists merely to indicate engagements and discharges.

If sufficient space is not provided on this form, please submit supplementary typed lists.

Firms are required to submit this information monthly, in terms of Section 29 of this Agreement.

ANNEXURE B.

DIVISION 1.

Electrical installations, maintenance, repair and/or servicing work.
Rate 1 (n.e.s.).

	Per Hour. s. d.
Armature winding.....	3 9
*Electrical communications technician's work.....	
Electrical fitting.....	
Erecting overhead power lines (supervisory work in the field).....	
Installing electrical generation, distribution and motive power equipment including cable jointing	
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 installing (excluding electronic equipment)—	Per Hour. s. d.
First six months of experience.....	2 9
Second six months of experience.....	3 0
Third six months of experience.....	3 3
Thereafter.....	3 6

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

Rate 3.

Operating balancing machine.....	Per Hour. s. d.
	3 3

WERKNEMERS WAT HEFFINGS MOET BETAAL.

Getal vakleeringe
wat nie heffings
moet betaal nie.

Getal van vorige opgawe.....
Plus in diens geneem.....
Min ontslaan.....
Getal by hierdie opgawe.....

HEFFINGS BETAALBAAR.

Getal werk- nemers.	Weke in diens.	Klas.	Werk- nemers- bydraes.	Werk- gewers- bydraes.	Totaal.
		I	£ s. d.	£ s. d.	£ s. d.
		Korting 1s. per week			
		II			
		Korting 9d. per week			
		III			
		Korting 6d. per week			
		IV			
		Korting 4d. per week			
		V			
		Korting 2d. per week			
		VI			
		Korting 1d. per week			

TJEK HIERBY £

Sien artikel 29 van Ooreenkoms.

Volledige lys van werknemers moet slegs by die eerste indiening van hierdie vorm opgestuur word.

Volgende lyste moet net in diens geneem en ontslaan te vermeld.

As daar nie voldoende ruimte op hierdie vorm is nie, stuur dan asb. aanvullende getikte vorms.

Firmas is verplig om hierdie inligting maandeliks ingevolge artikel 29 van die Ooreenkoms te verstrek.

AANHANGSEL B.

AFDELING 1.

Elektriese installasies, onderhoud, herstelwerk en/of bediening.

Tarief 1 (n.e.g.).	Per uur. s. d.
Ankerwikkeling.....	3 9
*Elektriese kommunikasiewerk (tegnies).....	
Elektriese toebehore aanbring.....	
Kragluglyne aanbring (opsigterswerk te velde)....	
Uitrusting, met inbegrip van kabellasterwerk, instal- leer vir opwekking van elektrisiteit, verspreiding en dryfkrag.....	
Telefoonelektrisiens se werk.....	
Werktuigkundige by X-straal- en elektromediese werk.....	

* OPMERKING.—I.v.m. die werk van tegniese werk by elektriese kommunikasies is die bepalings van hierdie Ooreenkoms betreffende oortyd, skofwerk en werk op openbare vakansiedae nie van toepassing op werk aan totalisators nie.

Tarief 2.

Installering van intertelefone (elektroniese uitrusting uitgeslote)—	Per uur. s. d.
Eerste ses maande ervaring.....	2 9
Tweede ses maande ervaring.....	3 0
Derde ses maande ervaring.....	3 3
Daarna.....	3 6

OPMERKING.—Installering van intertelefone beteken die instal-
lering van binnenshuise telefone en omvat nie die opspoor van
defekte en onderhoud nie.

Tarief 3.

Bediening van outomatiese balanseermasjien.....	Per uur. s. d.
	3 3

***Rate 7.**

All armature winding operations using preformed 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—

$$\text{H.P.} = \frac{\text{R.P.M.}}{100} \text{ and}$$

$$\text{H.P.} = \frac{\text{R.P.M.}}{30} \dots\dots\dots 2 \ 3$$

***Rate 7b.**

All armature winding operations 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: $\text{H.P.} = \frac{\text{R.P.M.}}{100}$ } 1 5

Taping and/or wrapping of coils and/or tubes.....

Rate 9.

Winding and/or pulling of stator and/or rotor loops by hand and/or by power machines where the machine is prepared and set up by a Rate 1 employee..... } 1 0

Soldering.....

Drilling and/or countersinking.....

Rate 10.

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

Rate 11.

Cleaning and tinning of coil ends and/or leads... }
Making of copper clips on formers..... } 0 9½
Varnishing of coils by brushing and/or dipping.. }
Varnishing laminations..... }

Rate 12.

General labouring including the following, viz.—

Cleaning of machines..... }
Cleaning of laminations..... }
Stripping insulation from wire ends..... } 0 9½
Stripping of old windings..... }
Tinning in solder pot..... }

* NOTE.—Employees may only be employed on the operations set out in Rates 7 and 7b 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 7b.

ANNEXURE C.**DIVISION 2.**

Installation and/or maintenance and/or servicing of dictagraphs and/or dictaphones and/or telecommunications and telephones and/or signalling equipment and/or alarm systems and/or automatic totalisators and/or electric time and associated equipment.

(i) Definitions—

“Telephone electrician” means an employee employed in the erection and/or repair and/or servicing and/or maintaining of telephone equipment.

“Electrical communications fitter” means an employee employed in applying the principles of electrical energy to the operation of electrical signalling systems including totalisators and/or telephones and/or bells and/or telegraphic and/or other indicating and time control devices.

(ii) Wages and/or Earnings.—No employer unless registered in this Division shall use the conditions or pay the wages and/or earnings specified in this Division, viz.—

Rate 1. Per Hour. s. d.

*Electrical communications fitter's work..... } 3 9
Telephone electricians' work..... }

Rate 2.

Telephone wireman's work..... 3 6

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

***Tarief 7.**

Alle werk in verband met ankerwikkeling waarby voorafgevormde spoele gebruik word (uitgesonderd verbinding en toetsing), wat by die herwikkeling van ontwikkelars en motore van meer as 250 lb. maar hoogstens 750 lb. (brutogewig van voltooide produk) of anders masjiene waarvan die perdekrag verkry is deur die uitdrukking—

$$\text{H.P.} = \frac{\text{O.P.M.}}{100} \text{ en}$$

$$\text{H.P.} = \frac{\text{O.P.M.}}{30} \dots\dots\dots 2 \ 3$$

***Tarief 7b.**

Alle werk in verband met ankerwikkeling van ontwikkelars en motore van 250 lb. en minder (brutogewig van voltooide produk), of anders masjiene waarvan die perdekrag nie groter is as wat deur die uitdrukking: $\text{H.P.} = \frac{\text{O.P.M.}}{100}$ } 1 5
verkry word nie.....
Spoele en/of buise met isolasielint afwerk of toedraai.....

Tarief 9.

Wikkel en/of vastrek van stator- en/of rotorlusse met die hand en/of kragmasjiene wanneer die masjiene voorberei en gestel word deur 'n tarief 1-werknemer..... } 1 0
Soldeer.....
Boor- en/of versinkboorwerk..... }

Tarief 10.

Uitgloe en vernis van bedekte draad..... }
Mika en/of isoleerbuisse en/of stawe en/of spoele bak en/of pers..... }
Katoen en/of glas vleg..... } 0 10½
Lamellerings met masjiene opdraai..... }
Geleiers met katoen en/of glas en/of papier bedek Koperdraad deur stempels trek..... }
Gate met masjiene in lamelleerogies stamp..... }
Motore en/of spoele bespuit..... }

Tarief 11.

Spoelente en/of geleiers skoonmaak en vertin... }
Koperknippe aan vormers maak..... } 0 9½
Spoele met kwas vernis of deur in te doop..... }
Lamellerings vernis..... }

Tarief 12.

Algemene arbeid, met inbegrip van—
Masjiene skoonmaak..... }
Lamellerings skoonmaak..... }
Isolering van draadente afstroop..... } 0 9½
Ou windsels afstroop..... }
In soldeerpot vertin..... }

* OPMERKING.—Werknemers kan alleen in die werk wat in Tariewe 7 en 7b van hierdie aanhangsel uiteengesit is, in diens geneem word; met dien verstande dat die verhouding van werknemers in die inrigting minstens 4 (vier) ankerwikkelars teen Tarief 1 is tot 1 (een) werknemer, wat in verband met ankerwikkelwerk onder Tariewe 7 en/of 7b in diens is.

AANHANGSEL C.**AFDELING 2.**

Installeren en/of onderhoud en/of diens van diktagrawe en/of diktafoons en/of telekommunikasie- en telefooninstrumente en/of seinnitrustring en/of alarmstelsels en/of outomatiese totalisators en/of elektriese tyd- en verwante uitrusting.

(i) Woordomskrivings—

„Telefoonlektrisiën” beteken 'n werknemer in diens vir die oprigting en/of herstel en/of diens en/of onderhoud van telefoonuitrusting.

„Elektriese kommunikasie-monteur” beteken 'n werknemer wat in diens is vir die toepassing van die beginsels van elektriese krag op die werking van elektriese seinstelsels met inbegrip van totalisators en/of telefoons en/of klokkes en/of telegraaf- en/of ander aanwysings- en tydkontroletoestelle.

(ii) Lone en/of verdienste.—Geen werkgever wat nie in hierdie afdeling geregistreer is nie, mag die voorwaardes toepas of die lone en/of verdienste wat in hierdie afdeling gespesifiseer word, betaal nie, t.w.—

Tarief 1. Per uur. s. d.

*Elektriese kommunikasie-monteur se werk... } 3 9
Telefoonlektrisiën se werk..... }

Tarief 2.

Telefoonraadwerker..... 3 6

* OPMERKING.—In verband met die werk van elektrotegniese kommunikasiemonteur se werk is die bepalinge van hierdie Ooreenkoms betreffende oortyd, skofwerk en werk op openbare vakansiedae nie van toepassing op werk aan totalisators nie.

ANNEXURE D.

DIVISION 3.

The design, preparation, erection, and/or installation of cooking and electrical heating appliances (excluding pressure heaters).

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

For the purposes of this Division—

“Erection n.e.s.” means the uniting of prepared component parts to form a complete appliance.

“Preparation” means the performance of any or all operations listed thereunder.

The following operations in the installation and preparation of cooking and heating equipment (excluding pressure heaters), viz.—

Rate 6.	Per Hour. s. d.
Standard electrical testing of equipment and/or components during and after preparation and erection.....	2 6

Rate 8.

Preparation, namely—

Mica type elements—winding and/or pre-forming and/or cutting mica shapes to odd types of forms.....	1 3
Repetition high voltage “no load” (neon type tester) earth testing to present point.....	

Rate 9.

Preparation, namely—

Preparing and/or wiring mica type elements, n.e.s.....	1 0
Preparing components and/or affixing with rivets and/or screws.....	
Preparing and/or wiring resistances onto or into insulated bases.....	
Preparing and/or winding resistance spirals..	
Bending and/or forming wire to jigs.....	
Drilling and countersinking, threading and tapping to jigs, stops or pre-determined marks or gauges.....	
Eyeletting.....	
Operating a spot welding machine.....	
Preparation of components.....	
Packing or filling cavities or double walled sections with heat insulating material.....	
Repetition Ohm. testing of elements to pre-set setting Ohmmeter.....	
Soldering by hand or machine.....	
Wiring and/or connecting of pre-formed wire or element leads to terminal blocks and/or fuses and/or switches.....	
Winding single resistances direct onto pre-designed spaced ceramic and/or porcelain..	

Rate 10.

Application of anti-corrosive coatings.....	0 10½
Filling and/or topping of ceramic insulating paste into and/or onto preformed housing by gauge	
Forming grooves into ceramic paste and/or covering by dies to jigs or stops by means of a press.....	

Rate 11.

Cutting and/or stripping wire.....	0 9½
Cleaning and/or tapping holes already drilled and tapped.....	
Cleaning, scraping and/or spraying of pre-formed resistance housings.....	
Fettling by hand and/or by grinding and/or polishing by machine and/or hand.....	
Preparation and/or mixing of ceramic constituents to gauge.....	
Stamping and/or affixing identification plates and labels.....	
Preparation, namely—	
(1) Inserting screws and nuts to ceramics and nut retainers to other metal parts (excluding connecting of leads).....	
(2) Placing into position of base plates and terminal blocks into and/or onto heating units (excluding connecting of leads).....	
(3) Reinforcing element lead wires.....	
(4) Threading insulators to lead wires.....	

AANHANGSEL D.

AFDELING 3.

Die ontwerp, voorbereiding, oprigting en/of installering van kook- en elektriese verhittingsstoestelle (uitgesonderd drukverhitters).

OPMERKINGS.—Tensy hy by die Raad in hierdie afdeling geregistreer is, mag geen werkgever die diensvoorwaardes of betaling van lone en/of verdienste wat in hierdie afdeling genoem word, gebruik nie, nl.—

Vir die toepassing van hierdie afdeling beteken—

„Oprigting, n.e.g.” die inmeekaarsit van voorbereide bestanddele om ’n volledige toestel te vorm.

„Voorbereiding”, die verrigting van enige of alle werksaamhede wat hieronder genoem word.

Die volgende werksaamhede in verband met die installering en voorbereiding van kook- en verhittingsuitrusting (uitgesonderd drukverhitters), nl.—

Tarief 6.	Per uur. s. d.
Elektriese standaardtoetsing van uitrusting en/of bestanddele gedurende en na voorbereiding en oprigting.....	2 6

Tarief 8.

Voorbereiding, nl.—

Mika-tipe-elemente — mikavorms volgens buitengewone tipes en vorms wikkel en/of vooraf vorm en/of sny.....	1 3
Herhalings-hoogspanningstoetse—, geen belasting” (neon-tipe-toetser) na huidige punt..	

Tarief 9.

Voorbereiding, n.—

Mika-tipe-elemente (n.e.g.) voorberei en/of bedraad.....	1 0
Onderdele voorberei en/of met klinknaels en/of skroewe vassit.....	
Weerstandstoestelle op of in geïsoleerde voetstukke voorberei en/of bedraad.....	
Weerstandspirale voorberei en/of wikkel.....	
Draad in stelmasjiene buig en/of vorm....	
Boor en versinkboor, skroefdraad sny en tap volgens stelmasjiene, stoppe of vooraf bepaalde merke of mate.....	
Ogies insit.....	
’n Puntswiesmasjiene bedien.....	
Voorbereiding van bestanddele.....	
Holtes of afdelings met dubbele mure met warmte-isoleringsmateriaal toepak of opvul	
Ohm-toets van elemente by herhaling volgens gestelde stel van ohmmeter.....	
Met die hand of masjiene soldeer.....	
Voorafgevormde draad of elementgeleiers bedraad en/of verbind met eindpuntblokke en/of sekerings en/of skakelaars.....	
Enkele weerstandstoestelle regstreeks op voorafontwerpte gepasieerde keramiek en/of porselein wikkel.....	

Tarief 10.

Roeswerende lae aansit.....	0 10½
Keramieksoldeerpasta in en/of op gevormde hulsels volgens mate volmaak en/of aanvul..	
Gleuwe in keramiekpasta vorm en/of toemaak deur stempels in stelmasjiene of stoppe deur middel van ’n pers.....	

Tarief 11.

Draad sny of afstroop.....	0 9½
Gate reeds geboor en getap, weereens sny en/of tap.....	
Gevormde weerstandhulsels skoonmaak, skraap en/of spuit.....	
Met die hand gelykskuur en/of met ’n masjiene en/of die hand skuur en/of poleer.....	
Keramiekbestanddele volgens mate voorberei en/of meng.....	
Identifikasieplaatjies en -etikette stempel en/of vassit.....	
Voorbereiding, nl.—	
(1) Skroewe en moere in keramiek insit en moerhouers in ander metaaldele (uitgesonderd die verbinding van loodsoorte)..	
(2) Grondplate en eindblokke in en/of op verhittingseenhede in posisie plaas (uitgesonderd die verbinding van geleiers).....	
(3) Geleiers van elemente versterk.....	
(4) Isolators volgens geleiers sny.....	

ANNEXURE E.

DIVISION 4.

Neon signs and hot and cold cathode fluorescent lighting construction, preparation, installation, repair and servicing division.

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

The following operations in the preparation, construction, installation, repair and servicing of neon signs and hot and cold cathode fluorescent lighting—

Rate 1. Per Hour.
s. d.

Bending glasstubes (n.e.s.).....	3 9
Erection of signs on site.....	
Final wiring and/or preparation of signs.....	
Lay-out work.....	
Servicing and/or maintaining of signs.....	
Sheet metal working (n.e.s.).....	
Signwriting.....	

Learnerships in respect of the above (other than designated trades), viz.—

	Per Week. £ s. d.
First year of experience.....	1 0 0
Second year of experience.....	1 10 0
Third year of experience.....	2 5 0
Fourth year of experience.....	3 5 0
Fifth year of experience.....	4 5 0

Per Hour.
s. d.

Thereafter..... 3 9

Rate 6.

Baking coated glass tubes.....	2 6
Evacuating and/or filling glass tubes (n.e.s.).....	
Final wiring and/or preparation and/or testing of hot and cold cathode fluorescent lighting units.....	
Welding to jigs and/or welding parts so formed and/or located as to obviate the need for jig..	

Rate 7

Applying fluorescent coating to glass tubes....	2 3
Preparing electrodes.....	
Bending of glass tubes to jigs and/or moulds..	
Evacuating and/or filling of prepared glass tubes by automatic or semi-automatic machine.....	
Sealing machine operating.....	
Sign face masking.....	
Tracing in the lay-out department.....	
Welding of electrodes to glass tubes.....	

Rate 9.

Beading and/or seaming and/or grooving and/or locking double side top or bottom.....	1 0
Circular cutting and/or flanging and/or slitting by machine.....	
Cutting and/or cropping and/or shearing to templates and/or marks and/or stops and/or jigs and/or length gauges.....	
Cutting glass tubes to length.....	
Hot and/or cold bending and/or forming to jigs and/or dies and/or stops.....	
Hot and/or cold blanking by press.....	
Operating press.....	
Operating spot and/or butt welding machine..	
Preparing and/or spraying of sign boxes for reception of sign faces.....	
Punching to marks and/or stops and/or jigs and/or gauges by hand and/or machine....	
Repetition operation of a drilling machine....	
Riveting by hand and/or machine.....	
Roller bending.....	
Seam welding.....	
Soldering.....	
Spraying of vitreous enamel (sign faces).....	

Rate 10.

Preparing connector blocks.....	0 10½
Cutting wiring connections to set lengths and fitting eyelets.....	
Fixing ballasts to wiring channels.....	
Dismantling of old signs (in shop).....	
Metal cleaning by pickling and/or degreasing by vat and/or tank.....	

Rate 11.

Dipping in enamel and/or paint.....	0 9½
Washing and/or rinsing and/or drying of glass tubes.....	

AANHANGSEL E.

AFDELING 4.

Afdeling vir die vervaardiging, voorbereiding, installering, herstel en bediening van neonreklameborde en warm en koue fluoresserende katodebeligting.

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

Die volgende werksaamhede in die vervaardiging, voorberei, installeer, herstel en bedien van neonreklameborde en warm en koue fluoresserende katodebeligting.

Tarief 1. Per uur.
s. d.

Glasbuis buig (n.e.g.).....	3 9
Reklameborde op persele oprig.....	
Reklameborde finaal bedraad en/of voorberei...	
Rangskikking.....	
Reklameborde bedien en/of onderhou.....	
Plaatmetaalwerk (n.e.g.).....	
Letterskilder.....	

Leerlingskap, t.o.v. bogenoemde (behalwe aangewese bedrywe), nl.—

	Per week. £ s. d.
Eerste jaar ondervinding.....	1 0 0
Tweede jaar ondervinding.....	1 10 0
Derde jaar ondervinding.....	2 5 0
Vierde jaar ondervinding.....	3 5 0
Vyfde jaar ondervinding.....	4 5 0

Per uur.
s. d.

Daarna..... 3 9

Tarief 6.

Bedekte glasbuis bak.....	2 6
Glasbuis leeg en/of volmaak.....	
Warm en koue fluoresserende katodeligtinge finaal bedraad en/of voorberei en/of toets....	
In stelmasjiene en/of sweisdele sweis wat aldus gevorm is en/of waarvan die plek bepaal is om die noodsaaklikheid van 'n stelmasjien uit te skakel.....	

Tarief 7.

Fluoresserende lae aan glasbuis aansit.....	2 3
Elektrodes voorberei.....	
Glasbuis in stelmasjiene en/of gietvorms buig..	
Voorbereide glasbuis met outomatiese of half-outomatiese masjiene leeg- en/of volmaak....	
Verseëlmasjiene bedien.....	
Voorraansig van reklameteken maskeer.....	
Natrek in die tekenafdeling.....	

Elektrodes aan glasbuis sweis.....

Tarief 9.

Dubbele kante en bo- en onderkante omkraal en/of omsoom en/of groef en/of sluit.....	1 0
Rondsny en/of fiense sny en/of oopsny met masjiene.....	
Volgens leioptrone en/of merke en/of stoppe en/of stelmasjiene en/of lengtemeters sny en/of kortsny en/of skuinsny.....	
Glasbuis in lengtes sny.....	
Warm- en/of koudbuig en/of vormwerk in stelmasjiene en/of stempels en/of stoppe.....	
Blinde stukke warm en/of koud met perse uitslaan.....	
Perse bedien.....	
Punt- en/of stompsweismasjiene bedien.....	
Neonkiste voorberei en/of spuit om die reklameteken daarop te monteer.....	
Met die hand en/of masjiene volgens merke en/of stoppe en/of stelmasjiene en/of meters pons..	
Herhalingsbediening van boormasjiene.....	
Klinkwerk met die hand en/of masjiene doen....	
Rolbuigwerk.....	
Nate sweis.....	
Soldeer.....	
Verglasing spuit (reklametekens).....	

Tarief 10.

Verbindingsblokke voorberei.....	0 10½
Bedradingsverbandings volgens vasgestelde lengtes sny en ogies monteer.....	
Ballas aan bedradingskanale vasmaak.....	
Ou reklameborde (in werkwinkel) uitmekaarhaal	
Metaal met suur skoonmaak en/of verwydering van vetterigheid in vat en/of tenk.....	

Tarief 11.

In enommel en/of verf indoop.....	0 9½
Glasbuis was en/of uitspoel en/of droogmaak..	

ANNEXURE F.

DIVISION 5.

The design, preparation, erection and/or installation of radio, refrigeration and domestic electrical appliances equipment.

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

Rate 1.	Per Hour. s. d.
Radiotrician's work—which includes tracing and/or correcting faults in radio equipment..	3 9
Refrigerator mechanic's work.....	
Domestic appliance mechanic's work.....	
Refrigerator cabinet making.....	
Rate 7A.	
Domestic appliance handyman (an employee who fits radios and/or refrigerators, and/or any other household electrical appliances to existing electrical connections or plugs and/or erects aerials).....	1 6
Rate 8.	
Mounting of assembled new radiogram units and/or new chassis into cabinets which have previously been cut to accommodate receivers and/or gram units.....	1 3
Rate 9.	
Uncrating and erecting of domestic appliances—other than the wiring up of such appliances..	1 0
Repetition soldering.....	

* No. 2347.] [25 November 1955.
FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

ELECTRICAL CONTRACTING AND SERVICING INDUSTRY (CAPE).

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Contracting and Servicing Industry, published under Government Notice No. 2346 of the 25th November, 1955, to be not less favourable to the persons whose hours of work are regulated thereby, than the relative provisions of the said Act.

J. DE KLERK,
 Minister of Labour.

AANHANGSEL F.

AFDELING 5.

Die ontwerp, voorbereiding, oprigting en/of installering van uitrusting vir radio's, koelkaste en huishoudelike elektriese toestelle.

Tensy hy by die Raad in hierdie afdeling geregistreer is, mag geen werkgewer die afdeling gebruik of die lone en/of verdienste wat in hierdie afdeling genoem word, betaal nie.

Tarief 1.	Per uur. s. d.
Radiotrisiënswerk—met inbegrip van die opspoor en/of verhelp van defekte in radiotoerusting..	3 9
Werktuigkundige by koelinrigtings.....	
Werktuigkundige by huishoudelike toestelle.....	
Maak van koelkaste se kaste.....	
Tarief 7A.	
Handlanger by huishoudelike toestelle ('n werknemer wat radio's en/of koelkaste en/of enige ander huishoudelike elektriese toestelle met bestaande elektriese leidings of stopkontakte verbind en/of luggrade oprig.....)	1 6
Tarief 8.	
Nuwe gemonteerde radiogrameenhede en/of nuwe onderstelle in kaste insit wat vroeër inmeekaar gesit is om ontvangtoestelle en/of grameenhede te bevat.....	1 3
Tarief 9.	
Huishoudelike toestelle uitpak en oprig (maar nie die bedrading van sulke toestelle nie).....	1 0
By herhaling soldeer.....	

* No. 2347.] [25 November 1955.
WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

ELEKTROTEGNIËSE AANNEMINGS- EN BEDIENINGSNYWERHEID (KAAP).

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens 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 Aannemings- en Bedieningsnywerheid, gepubliseer by Goewermentskennisgewing No. 2346 van 25 November 1955, vir die persone wie se werkure daarby gereël word, nie minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
 Minister van Arbeid.

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