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BUITENGEWONE

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GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermenskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID

No. 161.] [1 Februarie 1957.

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Elektrotegniese Nywerheid (Natal) van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewers-organisasies 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 paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 2, 22 en 27 van Deel I, van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in genoemde Ooreenkoms, uitgesonderd klousules 2, 22, 23, 27 en 29 van Deel I, van die tweede Maandag na die datum van die publikasie van hierdie kennisgewing af en vir die tydperk wat twee jaar van genoemde tweede Maandag af eindig, in die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by die werkgewers vir wie enige sodanige bepalings ten opsigte van werknemers bindend is, en op daardie werkgewers ten opsigte van Naturelle in hul diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 161.] [1 February 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL INDUSTRY (NATAL).

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

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Electrical Industry (Natal), 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 unions;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 2, 22 and 27 of Part I, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in the said Agreement, excluding clauses 2, 22, 23, 27 and 29 of Part I, shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any such provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIËSE NYWERHEID (NATAL).

OOREENKOMS

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

Electrical Engineering and Allied Industries Association
en die

Radio, Refrigeration and Electrical Appliance Association
of South Africa

(hieronder die „werkgewers” of die „werkgewersorganisasies” genoem), aan die een kant, en die

South African Electrical Workers' Association

en die

Amalgamated Engineering Union

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

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal).

DEEL I.

1. BESTEK VAN TOEPASSING.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid (Natal) wat onderskeidelik lede is van die werkgewersorganisasies en vakverenigings en wat betrokke is by of in diens is in verband met—

(a) die werksaamhede wat uiteengesit is in paragrawe (a), (b) en (c) van die omskrywing van „elektrotegniese nywerheid” in klousule 3 van hierdie deel van die Ooreenkoms in die munisipale gebiede van Durban en Pietermaritzburg;

(b) die werksaamhede wat uiteengesit is in paragraaf (d) van die omskrywing van „elektrotegniese nywerheid” in klousule 3 van hierdie deel van die Ooreenkoms ten opsigte van die Provinsie Natal en die magistraatsdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu;

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

(i) vakleerlinge slegs vir sover dit nie strydig is met die bepalings van die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens vasgestel is nie;

(ii) „kwekelinge” kragtens die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie strydig is met die bepalings van die Wet op voorwaardes wat daarkragtens voorgeskryf is nie.

2. GELDIGHEIDSDUUR.

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

3. WOORDOMSKRYWINGS.

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

„wet”, die Nywerheid-versoeningswet, 1937;

„vakleerling”, 'n werknemer wat in diens is ingevolge 'n leerlingkontrak wat geregistreer is kragtens die Wet op Vakleerlinge, 1944, of 'n skriftelike vakleerlingkontrak wat deur die Raad erken word;

„Raad”, die Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal);

„dagskof”, 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 vm. en 6 nm. van Maandag tot en met Vrydag of enige tydperk van hoogstens vyf uur gewerk tussen die ure 6 vm. 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 vm. en 6 nm. van Maandag tot en met Vrydag beteken;

„werktuigkundige vir huishoudelike toestelle”, of „koelkas-werktuigkundige”, '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 verstellings van, of diens aan, inmeekaarsit, oprig en/of installeer, of toetsig hou oor die oprig en/of installeer van stowe, koelkaste, wasmasjiene, strykmasjiene en alle ander groot elektriese apparate, finale toetse uitvoer, of toetsig hou oor sulke werksaamhede, maar nie 'n werknemer wat koelkaste, stowe, of ander huishoudelike elektriese apparate aan bestaande steeksokke aansluit nie;

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL).

AGREEMENT

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

Electrical Engineering and Allied Industries Association
and the

Radio, Refrigeration and Electrical Appliance Association
of South Africa

(hereinafter referred to as “the employers” or “the employers' organisations”), of the one part, and the

South African Electrical Workers' Association

and the

Amalgamated Engineering Union

(hereinafter referred to as “the employees” or the “trade unions”), of the other part,

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

PART I.

1. SCOPE OF APPLICATION.

The terms of this Agreement shall be observed by employers and employees in the Electrical Industry (Natal), who are members of the employers' organisations and trade unions respectively and who are engaged or employed in—

(a) the operations set forth in paragraphs (a), (b) and (c) of the definitions of “Electrical Industry” in clause 3 of this part of the Agreement in the Municipal Areas of Durban and Pietermaritzburg;

(b) the operations set forth in paragraph (d) of the definition of “Electrical Industry” in clause 3 of this part of the Agreement in the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu;

provided that the terms of the Agreement shall apply—

(i) to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;

(ii) to “trainees” in terms of the Training of Artisans Act, 1951, only to the extent to which they are not inconsistent with any provisions of that Act or any conditions prescribed in terms thereof.

2. PERIOD OF APPLICATION.

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

3. DEFINITIONS.

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

“Act” means the Industrial Conciliation Act, 1937;

“apprentice” means an employee serving under a contract of apprenticeship registered under the Apprenticeship Act, 1944, or a written contract of Apprenticeship recognised by the Council;

“Council” means the Industrial Council for the Electrical Industry (Natal);

“day shift” means, subject to the definition herein covering “two-shift system” and “three-shift system” any period of not more than 8½ hours ordinarily worked by an employee between the hours of 6 a.m. and 6 p.m. on Mondays to Fridays inclusive, or any period of not exceeding five hours worked between the hours of 6 a.m. and 12 noon on Saturdays; provided that when an employer does not require his employees to work on more than five days in any week, it means any such period of not more than 9½ hours between 6 a.m. and 6 p.m. on Mondays to Fridays inclusive;

“domestic appliance mechanic” or “refrigerator mechanic” means an employee engaged on one or more of the following classes of work:—

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

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

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

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

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

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

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

„elektrisiën”, 'n werknemer wat enigeen van ondergenoemde werksaamhede verrig en wat 'n vakleerlingkontrak wat deur die Raad erken word, of 'n vakleerlingkontrak 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;
bakellassing;
elektriese apparate (herstel);
elektriese installasie;
aanlê van elektriese bopgrondse lyne;
elektriese bedrading;
aanleg en/of onderhoud en/of gereelde onderhoud en/of vervaardiging van elektro-mediese apparate en X-straal-uitrusting;
telekommunikasie;
aanleg en/of onderhoud van sein- en/of totalisatoruitrusting;

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

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

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

„aansporingsbonuswerk”, werk waarvoor daar ooreenkomstig die bepalings van klousule 10 van Deel I van hierdie Ooreenkoms betaal word;

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

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

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

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

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

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

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

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

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

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

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

“incentive bonus work” means work paid for in accordance with the provisions of clause 10 of Part I of this Agreement;

„stelmasjiën of setmasjiën”, ’n toestel wat presies die plek vasstel vir werk ten opsigte van die gereedskap en/of die gereedskap ten opsigte van die werk, of onderlinge posisie van onderdele terwyl hulle saamgevoeg word, ten einde artikels te vervaardig wat verwisselbaar is binne sekere spelings;

„vakman”, ’n werknemer wat ’n vakleerlingkontrak kragtens die Wet op Vakleerlinge of ’n vakleerlingkontrak wat deur die Nywerheidsraad erken word in enige van die klasse werk wat onder tarief 1 in Bylaes A, B en C van Deel II van hierdie Ooreenkoms voorgeskryf word, uitgedien het, of ’n werknemer bo die ouderdom van 21 jaar wat in besit is van ’n sertifikaat wat deur die Raad erken of uitgereik is en hom in staat stel om vir ’n vakman se werk in diens te wees;

„n.e.g.”, nie elders gespesifiseer nie;

„nagskof”, behoudens die bepalinge wat die „tweeskofstelsel” en „drieskofstelsel” hierin dek, elke tydperk van hoogstens 9½ uur wat gewoonlik deur ’n werknemer gewerk word tussen die ure 6 nm. en 6 vm. vanaf die begintyd op Maandag tot die begintyd op Saterdag;

„leerlingingenieur en/of erkende student”, ’n persoon wat in besit is van die onderwyskwalifikasies wat deur die Raad erken word en wat verkry is aan ’n onderwysinrigting wat ook deur die Raad erken word, of ’n ingenieursgegraderde 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 aanhegtingstukke op die werkstuk en/of die vorm en/of omtrek van die werkstuk;

„tweeskofstelsel en/of drieskofstelsel”, die stelsel wat van toepassing is in inrigtings wat twee of drie skofte werk in ’n tydperk van 24 uur, en in ’n enkele tydperk van nie minder as drie maande nie;

„wag se werk”, die oppas en/of patroleer van eiendom en/of ’n perseel;

„masjiën”, enige toestel, ongeag die materiaal waarvan dit vervaardig is;

„uurskaal en/of gewone uurskaal”, die gekonsolideerde uurskaal vir die klas werk in hierdie Ooreenkoms genoem of, wat ook al die hoogste mag wees, die uurskaal van die werknemer plus die „addisionele skaal per uur” vir sy klas werk; met dien verstande dat waar daar ’n gekonsolideerde skaal „per week” voorgeskryf is, die uurskaal die „gekonsolideerde skaal per week” is of die week skaal van die werknemer plus „die addisionele skaal per week” vir sy klas werk, nl. die hoogste, verdeel deur die getal gewone ure in die betrokke inrigting gewerk.

4. WERKURE.

(1) (a) Die gewone werkure is hoogstens 46 in ’n week vir—
(i) werknemers op dagskof en/of nagskof;
(ii) werknemers wat volgens die tweeskofstelsel en/of drieskofstelsel werk.

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

(2) ’n Werkgever kan, ten einde die hou van rekords van die begin- en ophou tyd en die ure wat sy werknemers werk, te vergemaklik, vereis dat die werknemers in- of uitklok vir werk en kan, voordat hy aan ’n werknemer ’n loon en/of besoldiging betaal ten opsigte van ’n tydperk wat nie deur die klok aangegeven is nie, vereis dat die werknemer bevredigende bewys lewer dat hy gewerk het; met dien verstande dat ’n werknemer ooreenkomstig die bepalinge van hierdie Ooreenkoms besoldig moet word vir al die tyd wat die klok opteken wat binne die begintyd en stakingstyd van die skof van daardie dag van die week val, soos deur die werkgever aan sy werknemers ingevoel subklousule (8) van hierdie klousule bekendgemaak, en vir al die tyd wat nie binne sulke begin- en stakingstye val nie wat hy op las van die werkgever moet werk.

(3) ’n Werknemer wat aansporingsbonuswerk doen, moet ’n rustyd van tien minute toegestaan word so na as moontlik aan die middel van die oggend- en namiddagwerktydperke; sulke rustye moet as werktyd beskou word en daarvoor moet betaal word teen die gekonsolideerde skaal vir daardie klas werk wat in hierdie Ooreenkoms genoem word.

(4) Die maksimum oortyd wat gewerk mag word, is hoogstens tien uur per week, tensy anders deur die Raad gemagtig.

(5) In elke inrigting waar volgens ’n tweeskofstelsel en/of drieskofstelsel gewerk word, mag geen werknemer langer as 12 agtereenvolgende werkskifte nagwerk verrig nie, en geen werknemer wat in sodanige inrigting in diens is, mag meer as een skof in ’n tydperk van 24 uur werk nie, behalwe wanneer dit vir ’n verandering in die kringloop van skofte noodsaaklik is.

(6) Van geen werknemer kan vereis word en hy mag ook nie toegelaat word om sonder ’n ononderbroke tussenpoos van minstens een uur, vir langer as vyf uur aaneen te werk nie. Werktydperke wat deur ’n tussenpoos van minder as een uur onderbreek word, word vir die toepassing van hierdie klousule as ononderbroke beskou.

(7) (i) Daar mag nie van ’n werknemer wat ’n vrou is, vereis word en sy mag ook nie toegelaat word om te werk nie—

(a) tussen ses-uur nm. en ses-uur vm.; of

(b) na eenuur nm. op meer as vyf dae in ’n week.

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

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

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

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

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

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

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

„watchman’s work” means guarding and/or patrolling property and/or premises;

„machine” means any appliance irrespective of the material of which it is made;

„hourly rate and/or ordinary hourly rate” means the consolidated rate per hour for the class of work scheduled in this Agreement or, whichever is the greater, the rate per hour of the employee plus the „additional rate per hour” for his class of work; provided that where a consolidated rate „per week” is specified, the hourly rate shall be the „consolidated rate per week” or the weekly rate of the employee plus „the additional rate per week” for his class of work, whichever is the greater, divided by the number of ordinary hours worked in the establishment concerned.

4. HOURS OF WORK.

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

(i) employees on day shift and/or night shift;

(ii) employees working on the two and/or three shift systems.

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

(2) An employer may, to facilitate the keeping of a record of the starting and stopping time and hours of work of his employees, require them to clock in and out of work, and may, before paying to any employee any wages and/or remuneration for any period not recorded by the clock, require that employee to show satisfactory proof of having been at work; provided that an employee shall be paid in terms of this Agreement for all time recorded by the clock which falls within the starting and stopping time of the shift for that day of the week as notified by the employer to his employees in terms of sub-clause (8) of this clause and for all time which he is required by the employer to work which does not fall within such starting and stopping times.

(3) An employee engaged on incentive bonus work shall be allowed a rest period of ten minutes at 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 consolidated rate for that class of work scheduled in this Agreement.

(4) Unless otherwise authorised by the Council, the maximum overtime that may be worked shall not exceed ten hours per week.

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

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

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

(a) between 6 o’clock p.m. and 6 o’clock a.m.; or

(b) after 1 o’clock p.m. on more than five days in any week.

(ii) Daar mag nie van 'n werknemer wat 'n vrou is, vereis word en sy mag ook nie toegelaat word om oortyd te werk nie—

- (a) vir meer as twee uur op 'n dag;
- (b) op meer as drie agtereenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;
- (d) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure, tensy sy—
 - (i) voor twaalfuur middag daarvan in kennis gestel is; of
 - (ii) van 'n behoorlike maaltyd voorsien word voordat sy met oortyd moet begin; of
 - (iii) betyds 'n toelae betaal word om haar in staat te stel om 'n ete te verkry voordat die oortyd begin.

(8) Elke werkgewer moet in sy inrigting op 'n plek wat maklik bereikbaar vir sy werknemers is 'n kennisgewing tentoonstel wat die begin- en ophoudtyd vir die werk van elke skof of skofte in die week en die etensure aangee.

5. OORTYD EN BESOLDIGING VIR WERK OP SONDAE.

(1) Behalwe soos anders in hierdie klousule en in klousule 6 van hierdie deel van die Ooreenkoms bepaal, moet tyd wat werknemers na die beëindiging van die gewone skof in die betrokke inrigting werk, as oortyd beskou word, en daarvoor moet soos volg betaal word:—

- (a) Teen 1½ maal die uurskaal vir die eerste ses uur;
- (b) daarna teen dubbel die uurskaal tot die gewone begintyd van die werknemer se volgende gewone skof;

met dien verstande dat in die geval van inrigtings wat 'n vyf-daagse week werk, vir tyd wat op Saterdag gewerk word, teen die skaal van 1½ maal die uurskaal betaal moet word vir die eerste ses uur, gereken van die gewone begintyd op 'n gewone werkdag af en daarna teen dubbel die uurskaal.

(2) Wanneer 'n werknemer enige tyd na 6 uur nadat hy sy gewone skof voltooi het, op dringende werk uitgeroep word, moet hy teen dubbel sy uurskaal betaal word vir tyd gewerk van die tyd af waarop hy begin werk het tot die gewone begintyd van sy volgende gewone skof; met dien verstande dat 'n werknemer wat op dringende werk uitgeroep word, in elk geval teen dubbel sy uurskaal betaal moet word vir tyd gewerk van middernag af tot die gewone begintyd van sy volgende gewone skof.

(3) Wanneer 'n werknemer verplig is om hom voor die gewone begintyd vir daardie dag van die week vir werk aan te meld, moet hy teen dubbel sy uurskaal betaal word vir tyd gewerk tot die gewone begintyd van die gewone skof.

(4) In enige geval waarin 'n werknemer op eie versoek vroeër as die gewone begintyd op Saterdag begin werk, moet 'n werknemer wat 'n vyfdaagse week, teen 1½ maal sy uurskaal betaal word vir die eerste ses uur, gereken vanaf die tyd waarop hy begin werk, en teen dubbel sy uurskaal daarna, en 'n werknemer wat 'n sesdaagse week, moet teen sy gewone uurskaal betaal word vir die tydperk van die gewone werkure op 'n Saterdag en daarna betaal word soos in subklousule (1) van hierdie klousule bepaal; met dien verstande dat as die werknemer meer as twee uur vroeër as die gewone begintyd begin werk, vir enige tyd gewerk tot twee uur voor die gewone begintyd, teen dubbel die uurskaal van die werknemer betaal moet word. Vir die toepassing van hierdie subklousule beteken „gewone begintyd” die gewone begintyd op 'n gewone werkdag.

(5) Wanneer 'n werknemer (uitgesonderd 'n werknemer wat dringende onderhouds- en/of dringende herstelwerk uitvoer) op 'n Sondag werk, moet hy teen dubbel die uurskaal betaal word vir tyd gewerk, met 'n minimum van dubbele betaling vir die ure van 'n gewone skof; met dien verstande dat waar die werkgewer werk verskaf om die werknemer besig te hou vir die ure van 'n gewone skof, en die werknemer versium of weier om die volle tyd wat van hom verwag word, te werk, sodanige werknemer slegs geregtig is op betaling vir die tydperk wat werklik gewerk is.

(6) Werknemers op dringende onderhouds- en/of dringende herstelwerk (hieronder „dringende werk” genoem) moet vir werk op Sondag betaal word teen minstens dubbel die uurskaal vir die ure gewerk, met 'n minimum betaling van minstens drie uur se loon teen dubbeltarief.

OPMERKING.—„Dringende werk” beteken, en moet beperk word tot dringende onderhouds- of herstelwerk in verband met die werkgewer se eie installasie en/of masjinerie en/of Sondagwerk in verband met skepe, waar sodanige herstelwerk nodig is om openthoud vir die skip te voorkom of noodsaaklik is vir die behoorlike werking daarvan.

(7) Wanneer daar meer oortyd as 20 uur in enige week gewerk word, moet betaling vir oortyd na die 20ste uur van die oortyd, behoudens klousule 4 (4) van hierdie deel van die Ooreenkoms, bereken word teen oortydтарыев op die uurskaal wat bereken word deur die „bykomende tarief per uur”, gekonsolideer, van lewenskostetoelae, af te trek.

(8) Die bepalinge van dié klousule betreffende betaling vir werk op Sondag, is nie van toepassing ten opsigte van skofte wat op Sondag begin in inrigtings wat 'n tweeskof- of drieskofstelsel werk nie, waarvoor soos volg betaal moet word:—

- (a) Vir die ure vóór middernag gewerk—teen dubbel die uurtarief van die skof;
- (b) Ná middernag tot die voltooiing van die skof—teen die gewone uurtarief van die skof.

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

- (a) for more than 2 hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day unless she has—
 - (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) has been paid an allowance in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(8) 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.

5. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS.

(1) Except as is otherwise provided in this clause and in clause 6 of this part of the Agreement, 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) At one and one-half times the hourly rate for the first six hours;
- (b) thereafter—at double the hourly rate 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 one and one half times the hourly rate for the first six hours reckoned from the usual starting time on an ordinary working day and at double the hourly rate thereafter.

(2) Whenever an employee is called out on urgent work any time after 6 hours of having completed his normal shift, he shall be paid at double his hourly rate for time worked from the time he commenced work 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 double his hourly rate for time worked from midnight until the usual starting time of his next normal shift.

(3) Whenever an employee is required to report for work before the usual starting time for that day of the week, he shall be paid at double his hourly rate for time worked until the usual starting time of the shift.

(4) In any case in which an employee starts work on Saturday earlier than the usual starting time at his own request, an employee working a five day week shall be paid at one and one-half times his hourly rate for the first six hours reckoned from when he starts work and at double his hourly rate thereafter, and an employee working a six day week shall be paid at his ordinary hourly rate for the period of the ordinary hours of work of a Saturday and be paid thereafter as provided for in sub-clause (1) of this clause; provided that if the employee starts more than two hours earlier than the usual starting time, any time worked up to two hours before the usual starting time shall be paid for at double the hourly rate of the employee. For purposes of this sub-clause „usual starting time” means the usual starting time on an ordinary working day.

(5) Whenever an employee (other than an employee engaged in urgent maintenance and/or urgent repairs) works on a Sunday he shall be paid at double the hourly rate for time worked with a minimum of double payment for the hours of a normal shift; provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him, such employee shall be entitled to payment only for the period actually worked.

(6) Employees engaged on urgent maintenance and/or urgent repairs (referred to hereafter as „urgent work”) shall be paid for work on Sundays at not less than double the hourly rate for the hours worked with a minimum payment of not less than three hours pay at double rate.

NOTE.—„Urgent work” means and shall be limited to urgent maintenance or repair work in connection with an employer's own plant and/or machinery and/or Sunday work in connection with ships, where such repairs are necessary to avoid delay to the ship or are essential to the proper functioning thereof.

(7) Subject to clause 4 (4) of this Part of the Agreement whenever overtime is worked in excess of twenty hours in any one week, payment for the hours in excess of twenty hours shall be calculated at overtime rates on the hourly rate arrived at by deducting the „additional rate per hour” consolidated from cost of living allowance.

(8) The provisions of this clause relating to payment for work on Sundays shall not apply in respect of shifts commencing on Sunday night in establishments working a two-shift system or three-shift system, which shall be paid for as follows:—

- (a) For the hours worked before midnight—at double the hourly rate of the shift;
- (b) after midnight until completion of the shift—at the ordinary hourly rate of the shift.

(9) Vir die toepassing van hierdie artikel is—

„n „gewone skof” een-vyfde van die gewone weeklikse werke van ’n inrigting wat ’n vyfdagweek werk of een-sesde van die gewone weeklikse werke van ’n inrigting wat ’n sesdagweek werk;
„gewone begintyd”, die begintyd op ’n gewone werkdag.

6. SKOFWERK.

(1) Vir nagskofwerk moet teen die gewone uurskaal plus 8 persent betaal word.

(2) Ten einde op nagskofwerk te wees, moet ’n werknemer drie of meer opeenvolgende nagte tussen 6 nm. op Maandag en 6 vm. op Saterdag van dieselfde week werk.

(3) Daar moet minstens ses uur verloop tussen ’n werknemer se diens op nagskof en dié op dagskof; met dien verstande dat ’n werknemer tydens sodanige tussentyd van ses uur mag werk indien hy oortyd teen 1½ maal die uurskaal betaal word.

(4) In inrigtings wat volgens die tweeskof- of drieskofstelsel werk, moet betaling soos volg wees:—

(a) Tweeskofstelsel: Werk wat gewoonlik op die tweede skof verrig word—

(i) teen die gewone uurskaal plus 8 persent as die ure vir die volle skof geheel en al gedurende enige tydperk vanaf 6 nm. tot 6 vm. val;

(ii) teen die gewone uurskaal as die ure vir die volle skof nie geheel en al gedurende enige tydperk vanaf 6 nm. tot 6 vm. val nie, plus 4 persent tot middernag, en na middernag teen die gewone uurskaal plus 8 persent.

(b) Drieskofstelsel: Werk wat gewoonlik verrig word op die—

(i) tweede skof—teen die gewone uurskaal plus 4 persent;
(ii) derde skof—teen die gewone uurskaal plus 8 persent.

(5) Tyd deur werknemers op skofstelsels gewerk na die voltooiing van die gewone skof in die betrokke inrigting moet as oortyd gereken word en daarvoor moet soos volg betaal word:—

(a) Teen 1½ maal die verhoogde uurskaal vir die eerste ses uur;

(b) daarna teen dubbel die verhoogde uurskaal tot die gewone begintyd van die werknemer se volgende gewone skof.

Vir die toepassing van bostaande beteken „verhoogde uurskaal” die gewone uurskaal plus die bedrag persent daarop betaalbaar aan die einde van die skof.

7. KORTTYD.

(1) ’n Werkgever mag sy werknemers ’n kleiner aantal ure as die gewone werke van sy inrigting laat werk, as gevolg van—

(a) ’n tekort aan werk en/of materiaal, en in dié geval moet ’n werkgever sy werknemers twee volle werkdag kennis gee van sy voorneme om korttyd te werk en vir sover moontlik die beskikbare werk onder die betrokke werknemers verdeel. As die werkgever van die werknemer uitdruklik verlang om op enige dag by die inrigting te verskyn om vas te stel of daar werk beskikbaar gemaak sal word, moet hy ten opsigte van so ’n dag minstens betaling vir vier uur se werk of betaling in plaas daarvan ontvang. As dit nie van die werknemer vereis word om by die inrigting te verskyn nie, moet die werkgever die werknemer op die werkdag onmiddellik voor die dag waarop hy nie hoef te verskyn nie, in kennis stel; of

(b) onvoorsiene noodgevalle en/of omstandighede buite die werkgever se beheer. Ingeval die voornoemde omstandighede ontstaan, kan daar nie van die werkgever vereis word om lone aan sy werknemers te betaal nie, uitgesonderd vir die tydperke wat werklik gewerk is; met dien verstande dat as ’n werkgever glo dat werk hervat kan word en hy sy werknemers uitdruklik gelas om op ’n bepaalde dag vir werk by die inrigting te verskyn, hulle ten opsigte van dié dag ten minste vir vier uur se werk of betaling in plaas daarvan moet ontvang.

(2) Mits die werkgever die Raad minstens 48 uur kennis gee voordat na korttyd oorgeskakel word ingevolge klousule (1) (a) of binne 24 uur nadat korttyd ingevolge klousule (1) (b) gewerk is, mag die lewenskostetoelae betaalbaar kragtens klousule 28 van hierdie deel van die Ooreenkoms eweredig aan die getal ure gewerk of ingevolge hierdie klousule betaalbaar, verminder word.

(3) Kort skofte gewerk terwyl korttyd gewerk word, moet vir doeleindes van kwalifikasie vir die betaalde verlof, genoem in klousule 13 van hierdie deel van die Ooreenkoms, gereken word as skofte wat werklik gewerk is.

8. BETALING VAN VERDIENSTE.

(1) (a) Lone, aansporingsbonusverdienste, en oortyd moet weekliks op Vrydag binne 15 minute na die gewone ophoutyd in kontant betaal word, en moet alle betalings omvat wat aan die werknemer verskuldig is, bereken tot en met die skof wat op die voorgaande Dinsdag van dieselfde week voltooi is; met dien verstande dat by beëindiging van diens voor die gewone betaaldag, alle betalings wat kragtens hierdie Ooreenkoms aan die werknemer verskuldig is, by daardie diensbeëindiging aan hom betaal moet word.

(b) Aan elke werknemer moet by betaling ’n staat gegee word wat aantoon: sy totale verdienste, betaling vir gewone tyd en oortyd, toelae en aftrekkings.

(9) For purposes of this section—

“a normal shift” is one-fifth of the ordinary weekly hours of work of an establishment working a five-day week or one-sixth of the ordinary weekly hours of work of an establishment working a six-day week;

“usual starting time” means the starting time on an ordinary working day.

6. SHIFT WORK.

(1) Night shift work shall be paid at the ordinary hourly rate plus 8 per cent.

(2) In order to be on night shift, an employee must work three or more consecutive nights between 6 p.m. on Monday and 6 a.m. on Saturday of the same week.

(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 one and one-half times the hourly rate.

(4) In establishments working a two-shift system or 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 ordinary hourly rate plus 8 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 ordinary hourly rate plus 4 per cent until midnight, and after midnight, at the ordinary hourly rate plus 8 per cent.

(b) *Three-shift system.*—Work ordinarily performed on the—

(i) second shift—at the ordinary hourly rate plus 4 per cent;

(ii) third shift—at the ordinary hourly rate plus 8 per cent.

(5) Time worked by employees on shift systems after the completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for as follows:—

(a) At one and one-half times the increased hourly rate for the first six hours;

(b) thereafter—at double the increased hourly rate until the usual starting time of the employee's next normal shift.

For purposes of the above, “increased hourly rate” means the ordinary hourly rate plus the amount per cent payable thereon at the concluding time of the shift.

7. SHORT TIME.

(1) An employer may work his employees for a lesser number of hours than the ordinary hours of work of his establishment due to—

(a) a 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

(b) 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.

(2) Subject to notification thereof being given by the employer to the Council not less than 48 hours before going on to short time under clause (1) (a) or within 24 hours after short time has been worked under clause (1) (b), the cost of living allowance payable in terms of clause 28 of this part of the Agreement may be reduced pro rata to the number of hours worked or payable under this clause.

(3) Short shifts worked while working short time shall count as shifts actually worked for purposes of the qualification for the paid holiday referred to in clause 13 of this part of the Agreement.

8. PAYMENT OF EARNINGS.

(1) (a) Wages, incentive bonus earnings and overtime shall be paid weekly, in cash on Friday. Payment shall be made not later than fifteen minutes after the ordinary stopping time, and shall include all payments due to the employee calculated up to and including the shift completed on the preceding Tuesday of the same week; provided that where employment terminates before the ordinary pay day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating.

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

(2) Vir die opleiding van 'n werknemer mag geen premie deur 'n werkgever vereis of aangeneem word nie.

(3) Behalwe soos anders in hierdie Ooreenkoms bepaal, mag geen aftrekking van enige aard, uitgesonderd die volgende, gedoen word van die bedrae wat ooreenkomstig hierdie Ooreenkoms aan enige werknemer verskuldig is nie—

- (a) vir eethuisdienste waar die aftrekking by aftrekorder gemagtig is wat deur die werknemer op kennisgewing van hoogstens 28 dae van beëindiging van sy ooreenkoms ten opsigte van hierdie aftrekking beëindig kan word;
- (b) ingeval 'n werknemer van die werk afwesig is, met inbegrip van afwesigheid gedurende enige onbetaalde verlof toegestaan ter verlenging van die betaalde verlof waarvoor voorsiening gemaak is in hierdie Ooreenkoms, 'n *pro rata* bedrag vir die duur van die afwesigheid;
- (c) met die skriftelike toestemming van die werknemer, aftrekkings vir siektebystands-, versekerings-, voorsorgs-, pensioenfondse of bydraes aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is, of 'n ontspanningsfonds, of die koop van belastingdelingsertifikaat;
- (d) bydraes tot die Raadsfonds ingevolge klousule 30 van hierdie Ooreenkoms;
- (e) enige bedrag wat deur 'n werkgever betaal is ingevolge 'n verpligting hom opgelê deur enige wet, ordonnansie of regsgeeding, om 'n betaling ten behoeve van 'n werknemer te doen.

(4) Indien werk in 'n inrigting of plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die verdienste van elke werknemer deur die werkgever aan hom betaal word.

9. DIE SLUITING VAN INRIGTINGS OP 'N GEWONE WERKDAG.

(1) Ondanks enigiets in hierdie Ooreenkoms mag 'n inrigting gesluit word gedurende enige werktydperk wat vir dié inrigting kragtens subklousule (8) van klousule 4 van hierdie deel van die Ooreenkoms gespesifiseer word, by onderlinge reëling tussen die werkgever en minstens 75 persent van sy werknemers, waar sodanige reëling vir elke spesifieke sluiting van die inrigting getref is.

(2) Wanneer 'n werknemer nie werk nie, weens die sluiting van die inrigting by onderlinge reëling kragtens subklousule (1), kan 'n eweredige aftrekking vir die ure wat nie gewerk is nie, gedoen word van die bedrae betaalbaar ingevolge hierdie Ooreenkoms.

(3) Met inagneming van die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, is die bepalings van hierdie artikel nie op vakleerlinge van toepassing nie.

(4) 'n Bedrag eweredig aan die gewone besoldiging vir 'n gewone skof in die betrokke inrigting kan afgetrek word wanneer werknemers by die sluiting van die betrokke inrigting weens die beperking van besigheidsure ingevolge die Wet op Openbare Feesdae, No. 5 van 1952, soos gewysig, of ingevolge enige ander wet of ordonnansie, nie verplig of nie toegelaat word om te werk nie; met dién verstande, egter, dat hierdie subklousule nie van toepassing is ten opsigte van Nuwejaarsdag, Goeie Vrydag, Gelofte-dag en Kersdag nie.

Ten opsigte van statutêre of geproklameerde openbare vakansiedae, uitgesonderd Nuwejaarsdag, Goeie Vrydag, Gelofte-dag en Kersdag waarop nie van werknemers vereis of hulle toegelaat word om te werk nie omdat die perseel gesluit word weens die beperking van die besigheidsure kragtens wet, 'n bedrag eweredig aan die gewone besoldiging vir die skof wat gewoonlik in die betrokke inrigting op daardie dag gewerk word.

10. AANSPORINGSBONUSWERK.

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

- (i) Die voorwaardes in hierdie Ooreenkoms genoem met betrekking tot oortyd, nagskofwerk en werk op Sondae en sekere openbare vakansiedae is van toepassing en moet bereken word op die gekonsolideerde skaal vir dié klas werk in hierdie Ooreenkoms vervat.
- (ii) Aansporingsbonusskaal moet vasgestel word by onderlinge reëling tussen die werkgever en die werknemer wat die werk moet verrig en die werkwinkelvertegenwoordiger moet geraadpleeg word as een van die partye dit verlang.
- (iii) In die geval van 'n geskil oor die aansporingsbonusskaal, 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 reëling wat getref moet word met betrekking tot die aansporingsbonusskaal, of wanneer die aansporingsbonusskaal na die Nywerheidsraad verwys word kragtens (iii), moet die werknemer aangaan met die werk ooreenkomstig die aansporingsbonusskaal wat deur die bestuur toegestaan word.
- (v) Enige aanpassings wat ten bevelge van die Raad se besluit 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.
- (vi) 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 die gekonsolideerde skaal vir dié klas werk in hierdie Ooreenkoms vervat met ooreenkomsvoorwaardes ten opsigte van oortyd en nagskof as dit van toepassing is. Tyd waarin 'n werknemer gereedstaan, moet nie in ag geneem word wanneer bonusverdienste bereken word nie.

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

(3) Except as otherwise provided in this Agreement no deduction of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee—

- (a) for canteen services where the deduction is authorised by stop order terminable by the employee at not more than twenty-eight days notice of termination of his agreement to this deduction;
- (b) where an employee is absent from work, including absence during any unpaid holiday granted in extension of the paid holidays provided for in this Agreement, a *pro rata* amount for the period of such absence;
- (c) with the written consent of the employee, deductions for sick benefit, insurance, for the purpose of income tax redemption certificates, pension and provident funds or contributions to recreation funds or to a trade union which is a party to this Agreement;
- (d) contributions to the funds of the Council in terms of clause 30 of this Agreement;
- (e) any amount paid by an employer, compelled by law, ordinance or legal process to make payment on behalf of an employee.

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

9. CLOSING OF ESTABLISHMENTS ON AN ORDINARY WORKING DAY.

(1) Notwithstanding anything in this Agreement, an establishment may be closed during any period of work specified for that establishment in terms of sub-clause (8) of clause 4 of this Part of the Agreement by mutual arrangement between the employer and not less than 75 per cent of his employees, where such an arrangement is come to for each specific closing of the establishment.

(2) Whenever an employee is absent from work resultant on the closing of the establishment by mutual arrangement in terms of sub-clause (1), a deduction *pro rata* for the hours not worked may be made from the amounts payable in terms of this Agreement.

(3) Having regard to the provisions of the Apprenticeship Act of 1944, as amended, the provisions of this section shall not apply to apprentices.

(4) An amount equivalent to the normal remuneration for an ordinary shift for the establishment concerned may be deducted when, by reason of the closing of the establishment concerned due to restriction of trading hours in terms of the Public Holidays Act, No. 5 of 1952, as amended; or in terms of any other law or ordinance, employees are not required to or not permitted to work provided, however, that this sub-clause shall not apply in respect of New Year's Day, Good Friday, Day of the Covenant and Christmas Day.

In respect of statutory or proclaimed public holidays, other than New Year's Day, Good Friday, Day of the Covenant and Christmas Day on which employees are not required to work or not permitted to work by reason of the closing of the premises due to restriction of trading hours under any law, an amount equivalent to the normal remuneration for the shift ordinarily worked in the establishment concerned on that day.

10. INCENTIVE BONUS WORK.

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 contained in this Agreement relating to overtime night shift work and work on Sundays and certain public holidays shall apply and be calculated at the consolidated rate for that class of work scheduled in this Agreement.
- (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 on the incentive bonus rate and failing an arrangement being come to in settlement between the parties, the matter shall forthwith be referred by one or both of the aggrieved parties to the Industrial Council.
- (iv) Pending an arrangement being come to regarding the incentive bonus rate, or in the event of the incentive bonus rate being referred to the Industrial Council in terms of (iii), the employee shall proceed with the job in accordance with the incentive bonus rate allowed by the management.
- (v) Any adjustment resulting from the Council's decision which is in favour of the employee shall be applicable to him as from the date on which the matter was referred to the Council.
- (vi) 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 the consolidated rate for that class of work scheduled in this Agreement 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.

- (vii) Geen betaling word gedoen vir vertraging wat normaal is vir die betrokke inrigting en waarmee by die vasstelling van die tydtoelating rekening gehou is nie.
- (viii) In alle gevalle moet aan die werknemer die gekonsolideerde skaal vir sy klas werk gewaarborg word, afgesien van die verdienste vir die ure wat gewerk is.
- (ix) 'n Werknemer wat volgens 'n aansporingsbonusstelsel werk, moet op die gewone betaaldag van elke week besoldig word.
- (x) Geen aansporingsbonusstelsel of basistye kan, nadat hulle vasgestel is, verander word nie, behalwe om die volgende redes:—
 - (1) 'n Fout in die berekening deur een van die partye; of
 - (2) 'n verandering van die materiaal, produksiemiddels, of produksiemetodes of die hoeveelhede; of
 - (3) 'n onderlinge reëling getref tussen die werkgewer en die werknemer op dieselfde manier as waarop 'n nuwe prys gereël word.

11. TOELAES.

(A) *Toelae vir reis- en verblyfkoste.*—(1) Waar werk weg van die werkgewer se inrigting of van die werknemer se gewone werkplek verrig word, sodat dit 'n reis noodsaaklik maak, moet die werknemer wat gestuur word om die werk te verrig, voorsien word van 'n tweedeklas-treinkaartjie, uitgesonderd oor voostedelike lyne waarvoor die akkommodasie eerste klas of geskikte vervoer na en van die werk moet wees; met dien verstande dat 'n derdeklas-treinkaartjie verskaf kan word in die geval van werknemers wie se werk in hierdie Ooreenkoms by tariewe 8 tot en met 12 ingelys is; met dien verstande dat hierdie subklousule nie op werknemers in die Elektrotegniese kontrakteursafdeling van die Nywerheid van toepassing is nie van wie, uit die aard van hulle werk, vereis word om 'n bedringslisensie te besit ingevolge Wet No. 20 van 1939, tensy die afstand van die werkgewer se besigheidsplek na die werk meer as 5 myl is.

(2) Wanneer van 'n werknemer ingevolge subklousule (1) hiervan vereis word om te reis, moet hy gedurende gewone werkeure teen die gewone loonskaal besoldig word en teen die helfte van die gewone loonskaal buite die gewone werkeure; betaling moet in geen geval 12 uur se besoldiging gedurende 'n kringloop van 24 uur of gedeelte daarvan, bereken vandat die reis begin, te bowe gaan nie; met dien verstande dat as 'n werknemer gewerk het op die dag waarop die reis begin, hy slegs daarop geregtig is om 'n maksimum van 12 uur se volle besoldiging te ontvang, insluitende die loon wat ten opsigte van daardie dag deur hom verdien is, en vir die doeleindes van enige verdere betaling ingevolge hierdie subklousule moet elke kringloop van 24 uur bereken word van die tyd af waarop die werknemer begin werk het op die dag waarop die reis begin.

(3) 'n Werknemer moet vir etes en beddegoed op die trein betaal word.

(4) As 'n werkgewer van 'n werknemer vereis om, aangesien sy werk van sy gewone werkplek verwyder is, weg van sy gewone woonplek te woon, moet vir losies en inwoning betaal word of dit moet by die werk verskaf word.

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

(6) Wanneer diens eindig terwyl van 'n werknemer deur 'n werkgewer vereis word om weg van sy gewone woonplek te werk, is hy daarop geregtig om voorsien te word van die treinkaartjie in subklousule (1) genoem, na sy woonplek toe, of geskikte vervoer soontoe.

(7) Onderstaande spesiale bepalings is, ondanks bostaande, van toepassing in gevalle waar 'n werknemer in diens geneem word op die besondere perseel of werkplek van die werk wat onderneem word—

- (a) indien die werkgewer nie meer die werknemer se dienste by die betrokke werk vereis nie, maar bereid is om dieselfde werknemer op 'n ander werk op 'n ander plek in diens te neem, moet die werkgewer—
 - (i) die werknemer skriftelik in kennis stel dat verdere werk op 'n ander plek verkrygbaar is;
 - (ii) by beëindiging van een maand diens of voltooiing van die werk, na gelang van die eerste, aan 'n werknemer wat hom ingevolge klousule (i) vir diens aanbied, die koste van 'n treinkaartjie terugbetaal vir die reis wat onderneem is, op die basis in (A) (1) van die klousule uiteengesit.
- (b) Indien 'n werkgewer in gebreke bly om ingevolge klousule (i) kennis te gee, maar die werknemer nietemin binne die tydperk van een maand op 'n ander plek in diens neem, is die werknemer geregtig op die terugbetaling soos in klousule (a) (ii) uiteengesit.

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

(vii) No payment shall be made for delays which are normal in the establishment concerned and which have been considered when fixing the time allowance.

(viii) In all cases the employee shall be guaranteed the consolidated rate for his class of work, irrespective of earnings, for the hours worked.

(ix) An employee working on incentive bonus work shall be paid on the normal pay day of each week.

(x) No incentive bonus rates or basic times once established may be altered except for the following reasons:—

- (1) A mistake in the calculation of either side; or
- (2) the material, means or method of production or the quantities are changed; or
- (3) a mutual arrangement has been come to between the employer and the employee in the same way as a new price is arranged.

11. ALLOWANCES.

(A) *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; provided that third-class rail accommodation may be provided in the case of employees whose work is scheduled in this Agreement at Rates 8 to 12 inclusive; provided that this sub-clause shall not apply to employees in the electrical contracting section of the industry, the nature of whose work requires the possession of a wireman's licence in terms of Act No. 20 of 1939, unless the distance from the employer's place of business to the job is more than five miles.

(2) When an employee is required to travel in terms of sub-clause (1) 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 an employee who has been working on the day on which the journey commences shall be entitled to receive only up to a maximum of 12 hours' full pay which shall include the wages earned by him in respect of such day, and for purposes of any further payment in terms of this sub-clause each cycle of 24 hours shall be reckoned from the time at which the employee started work on the day on which the journey commences.

(3) An employee shall be paid for meals and bed on the train.

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

(5) For purposes of this clause, Sunday shall be considered to be an ordinary working day.

(6) Whenever employment terminates while at the requirement of the employer an employee is working away from his usual place of domicile, he shall be entitled to be provided with the rail accommodation specified in sub-clause (1) to his place of domicile or suitable transport thereto.

(7) Notwithstanding the afore-mentioned, 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 clause (i) the cost of rail accommodation for the journey undertaken on the basis set out in (A) (1) of this clause.

(b) In the event of an employer failing to give notification in terms of clause (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 clause (a) (ii).

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

12. DIENSBEEINDIGING.

(1) 'n Werkgever of werknemer moet minstens een volle dag vooraf die diens opsig; met dien verstande dat dit geen inbreuk op die volgende maak nie:—

- (a) Die reg van 'n werkgever of 'n werknemer om die diens sonder opsegging te beëindig weens enige gegronde rede wat deur die Wet as voldoende erken word;
- (b) enige ooreenkoms tussen 'n werkgever en werknemer waarby voorsiening vir 'n langer diensopseggingstyd as een volle werkdag gemaak word;

en voorts met dien verstande dat 'n werkgever aan 'n werknemer 'n loon kan betaal vir en in plaas van die voorgeskrewe diensopseggingstyd of dié waarvoor ooreengekom is, na te kom.

(2) Wanneer die kontrak beëindig kan word deur een volle werkdag se kennis te gee, en die werknemer versuim om die kennis te gee of sodanige opseggingstyd te werk, kan die werkgever loon en lewenskostetoelae vir die ure van 'n gewone skof in die betrokke inrigting aftrek.

(3) Vir die toepassing van hierdie klousule moet Saterdag nie as 'n volle werkdag beskou word nie. Opsegging om 'n dienskontrak te beëindig by die ophoutyd op Saterdag moet voor 12-uur middag op Vrydag gegee word.

13. VERLOFBETALING.

(1) Behalwe in die geval van werknemers op aansporingsbonuswerk, moet die verlofbetalings waarvoor voorsiening in hierdie klousule gemaak word, bereken word teen die „uurskaal” soos in hierdie Ooreenkoms omskryf, wat die werknemer ontvang op die datum waarop hy vir sy betaalde verlof kwalifiseer of op die datum waarop sy diens beëindig word.

(2) Verlofbetalings vir werknemers op aansporingsbonuswerk moet bereken word op die gemiddelde wekelijkse verdienste, oortyd uitgesonderd, oor die laaste drie maande wat werklik op aansporingsbonuswerk gewerk is voordat die verlof verskuldig geword het of voor sy diens beëindig is, na gelang van die kortste tydperk, oor die aantal weke werklik gedurende die dienstdadigheid op aansporingsbonuswerk.

(3) Elke werknemer is kragtens hierdie Ooreenkoms en met inagneming van onderstaande bepalings, geregtig tot drie agtereenvolgende weke verlof met besoldiging:—

- (a) Die kwalifikasie vir die betaalde verlof (hetsy vir een of meer werkgevers gewerk) is 292 skofte, uitgesonderd oortyd, werklik gewerk op die basis van 'n week van ses dae, of 243 skofte, uitgesonderd oortyd, wat werklik op 'n basis van 'n week van vyf dae gewerk is; met dien verstande dat—

- (i) behoudens paragraaf (ii) hiervan, diens by dieselfde werkgever van minder as 30 skofte op 'n basis van 'n week van ses dae, of 25 skofte op 'n basis van 'n week van vyf dae, na gelang van die geval, nie vir betaalde verlofdoeleindes gereken word nie; met dien verstande dat 'n werknemer wat na 18 skofte op 'n basis van 'n week van ses dae, of na 15 skofte op 'n basis van 'n week van vyf dae, na gelang van die geval, geskors word, gekrediteer moet word met die aantal skofte wat hy werklik gewerk het vir die doeleindes van betaalde verlof;

- (ii) wanneer 'n werknemer se diens ingevolge (i) hiervan onderbreek is en hy by dieselfde werkgever werk hervat, hy vir doeleindes van die betaalde verlof met die totale getal skofte wat hy by die werkgever gewerk het, gekrediteer moet word, met dien verstande dat hy in die tussentyd nie vir 'n ander werkgever werk nie;

- (iii) tydperke van afwesigheid weens siekte wat in die geheel 52 skofte op grond van 'n week van ses dae of 43 skofte op grond van 'n week van vyf dae, na gelang van die geval, in enige afsonderlike kwalifiseertyd vir betaalde verlof, word vir betaalde verlof meegereken; met dien verstande dat 'n werkgever daartoe geregtig is om van 'n werknemer 'n doktersertifikaat te eis ter staving van die oorsaak van die afwesigheid. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit of in die loop van die dienstdadigheid, moet vir verlofdoeleindes meegereken word; met dien verstande dat aangeneem word dat die ongeluk binne die bepalings van die Ongevalwet val en die tydperke van afwesigheid wat vir betaalde verlofdoeleindes meegereken word, die tydperke van onbekwaamheid is wat kragtens genoemde Wet erken word;

- (iv) mits kennis van sodanige afwesigheid skriftelik binne sewe dae van die beëindiging van sodanige afwesigheid deur die werkgever aan die Raad gegee word, moet 'n werknemer wat sonder voldoende rede ter bevrediging van sy werkgever van die werk wegbly, ten opsigte van elke skof wat hy gedurende sodanige afwesigheid verloor, vyf skofte verbeur op grond van 'n week van ses dae of 4½ op grond van 'n week van vyf dae, na gelang van die geval, wat hy vir sy betaalde verlofkwalifikasie gewerk het, met 'n maksimum straf van 30 skofte in enige kwalifiseertydperk vir betaalde verlof op grond van 'n week van ses dae of 25 skofte op grond van 'n week van vyf dae, na gelang van die geval;

- (v) tye van afwesigheid ten opsigte van die bykomende week verlof op ophopings daarvan, waarvoor voorsiening in klousule 14 van hierdie deel van die Ooreenkoms gemaak is, tel vir doeleindes van betaalde verlof ten getalle van die skofte wat gewoonlik gedurende hierdie tydperke deur die betrokke werknemer gewerk sou geword het.

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) Whenever the contract of service is terminable by one clear working day's notice and the employee fails to give the notice or work such notice period, the employer may deduct pay and cost of living allowance for the hours of an ordinary shift in the establishment concerned.

(3) For the purpose of this clause, 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 PAY.

(1) Except in the case of employees employed on incentive bonus work, holiday payments provided for in this clause shall be computed at the "hourly rate" as defined in this Agreement which the employee is receiving at the date of qualification for his paid holiday or at the date of termination of employment.

(2) Holiday payments of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked on incentive bonus work prior to the holiday becoming due or to termination of employment whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

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

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

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

- (ii) where an employee's service is broken in terms of (i) hereof and he resumes work for the same employer he shall be credited for purposes of the paid holiday with the total number of shifts worked with such employer; provided he does not work for another employer in the interim;

- (iii) periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis, as the case may be, in any one qualifying period for paid leave, shall count for the paid holiday; provided that an employer shall be entitled to call upon the employee for a medical certificate in proof of cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes if such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, and the periods of absence counting for purposes of the paid holiday shall be the periods of disablement admitted by the said Act;

- (iv) provided notification of such absence is given by the employer in writing to the Council within seven days of the termination of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth on a five-day week basis, as the case may be, worked towards his paid holiday qualification, with a maximum penalty in any one qualifying period for paid leave of 30 shifts on a six-day week basis or 25 shifts on a five-day week basis as the case may be;

- (v) periods of absence on the additional week's leave or accumulations thereof provided for in clause 14 of this part of the Agreement shall count for purposes of the paid holiday to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.

- (b) Die verlof moet vier naweke insluit en moet nie onderbreek word nie.
- (c) Ingeval Goeie Vrydag, Gelofte-dag, Kersdag of Nuwejaarsdag binne die verlof-tydperk val, word die tyd verleng met een dag teen volle betaling vir elk van daardie dae.
- (d) Ingeval 'n werknemer wat deur sy werk-gewer verplig word om weg van sy gewone woonplek af te werk, op die punt staan om sy betaalde verlof te neem, moet die verlof, mits die werknemer na sy woonplek teruggaan, by die woonplek van daardie werknemer begin en eindig.
- (e) 'n Werknemer moet binne een maand van die datum af waarop hy op verlof geregtig word, aansoek daarom doen.
- (f) Die verlof moet binne vier maande van die datum af waarop dit verskuldig word, deur die werk-gewer toegestaan word.
- (g) 'n Werknemer moet sy verlof neem en is daarop geregtig binne 'n tydperk van vier maande van die datum af waarop dit aan hom toekom, tensy vrystelling deur die Raad verleen is.
- (h) Geen werknemer mag, solank hy met verlof is, enige loon-trekkende werk verrig nie.

(4) (a) As 'n werknemer op die punt staan om met betaalde verlof te gaan, moet die geld aan hom verskuldig vir doeleindes van die verlof, onmiddellik voordat hy met sy werk ophou om met verlof te gaan, deur sy werk-gewer in kontant aan hom betaal word.

(b) Wanneer die besoldiging in (a) en in klousules 14 en 15 van hierdie deel van die Ooreenkoms voorgeskryf, betaal word, moet die werk-gewer aan die Raad 'n bewys van verlofbesoldiging stuur, opgestel in 'n vorm aanneemlik vir die Raad en deur die werknemer onderteken as 'n bewys vir bogenoemde betaling.

(5) Indien die diens van 'n werknemer eindig voordat hy op verlof met betaling ingevolge subklousule (3) van hierdie klousule geregtig is, moet hy volgens die vraag of die inrigting 'n saterdag of 'n vyf-dagweek werk, gekrediteer word met die eweredige aantal skofte gewerk. Die werk-gewer moet, wanneer die werknemer sy diens verlaat, hom van 'n bewys voorsien waarin die getal skofte gewerk wat vir verlofdoeleindes gereken word, vermeld is, en onmiddellik aan die Sekretaris van die Raad die geld-ekwivalent van die verlof stuur waarop die werknemer aldus geregtig is, bereken op die uurskaal van die werknemer op daardie tyd-stip of soos bepaal in subklousule (2) van hierdie klousule, naamlik met dié een wat van toepassing is.

(6) 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.

(7) (a) Na verloop van minstens 49 weke, gereken van die datum af waarop die tydperk van diens begin wat deur die bewys gedek word, het enige persoon aan wie 'n bewys kragtens subklousule (5) van hierdie klousule uitgereik is en wat nie langer in die nywerheid in diens is nie, reg, behoudens paragraaf (b) van hierdie subklousule, op aanbieding van die bewys aan die Raad vir betaling daarop van enige onbetaalde saldo waarmee hy in die Raad se boeke gekrediteer staan.

(b) Enige bewys wat kragtens subklousule (5) van hierdie klousule 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 af, en bedrae in die krediet van 'n werknemer in die boeke van die Raad moet na verstryking van dié tydperk aan 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 dié werknemers wat hierin genoem word, uit die fondse van die Raad doen.

(8) Behalwe soos anders hierin bepaal, moet dit vir die toepassing van hierdie klousule beskou word dat diens begin van die datum af waarop 'n werknemer in die werk-gewer se diens tree of, na gelang van die jongste, die datum waarop hy laas geregtig geword het op betaalde verlof, en omvat enige tydperk waarin 'n werknemer verpligte vrede-tydse opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, meemaak.

(9) Die Raad kan wederkerige reëlings met enige ander nywerheid tref vir die uitruil van verlofbewyse tot voordeel van werknemers wat die nywerheid verlaat.

14. BYKOMENDE VERLOFBETALING.

(1) Wanneer 'n werknemer wat 12 of meer jare ononderbroke diens by 'n werk-gewer voltooi het, vir betaalde verlof ingevolge klousule 13 (3) van hierdie deel van die Ooreenkoms in aanmerking kom, is hy, terwyl hy by dieselfde werk-gewer in diens is, geregtig op 'n ekstra week verlof, as dit vir die werk-gewer geskik is, of om die ekwivalente waarde daarvan te ontvang; met dien verstande dat daar by onderlinge reëling tussen werk-gewer en werknemer—

- (i) die betaalde verlof in subklousule 13 (3) van hierdie deel van die Ooreenkoms voorgeskryf, met 'n ekstra week verleng kan word; of
- (ii) die ekstra week verlof vir die kwalifiseerjaar uitgestel kan word en die werknemer dit kan laat ooploop totdat hy vir drie van daardie ekstra weke verlof met besoldiging kwalifiseer.

(b) The holiday shall include four weekends and be for one unbroken period.

(c) Should Good Friday, the 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) Should an employee who is required by his employer to work away from his usual place of domicile be about to take his paid holiday, the holiday shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

(e) Application for the holiday shall be made by an employee within one month of the date he becomes entitled thereto.

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

(g) An employee shall be entitled to and shall take his holiday within a period of four months from due date, unless exemption be granted by the Council.

(h) 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 paid holiday, the moneys payable to him for purposes thereof 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 clauses 14 and 15 of this Part of the Agreement, forward to the Council a holiday receipt voucher drawn up in a form acceptable to 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-clause (3) of this clause he shall be credited according to whether the establishment works a six-day week or a five-day week with the proportionate number of shifts worked. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled computed at the hourly rate of the employee at that time or as provided for in sub-clause (2) of this clause, whichever is applicable.

(6) 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.

(7) (a) After not less than 49 weeks have elapsed, reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of sub-clause (5) of this clause and is no longer employed in the Industries shall be entitled, subject to paragraph (b) of this sub-clause, on presenting the voucher to the Council to payment thereon of any unpaid balance standing to his credit on the books of the Council.

(b) Any voucher issued to an employee in terms of sub-clause (5) of this clause 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.

(8) Except as otherwise provided herein, employment for purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service or, whichever is the later, the date on which he last became entitled to a paid holiday, and includes any period in which an employee compulsorily undergoes peace training in terms of the South Africa Defence Act, 1912.

(9) The Council may make reciprocal arrangement with any other Industry for the interchange of leave vouchers to the benefit of employees leaving the Industry.

14. ADDITIONAL HOLIDAY PAY.

(1) Whenever an employee who has completed 12 or more years' service with an employer qualifies for a paid holiday in terms of clause 13 (3) of this part of the Agreement, he shall, while employed by the same employer, be entitled to an extra week's leave at the employer's convenience or to receive the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

- (i) the paid holiday referred to in clause 13 (3) of this part of the Agreement 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 week's paid holiday.

(2) Wanneer die werkgewer en werknemer die reëling aangaan soos in paragraaf (1) (ii) bepaal, en die werknemer vir drie van daardie ekstra weke verlof met besoldiging (hieronder „die opgeloopte verlof” genoem), gekwalifiseer het, moet die opgeloopte verlof deur die werkgewer toegestaan en deur die werknemer geneem word wanneer hy sy verlof met besoldiging, soos in klousule 13 (3) van hierdie deel van die Ooreenkoms voorgeskryf, neem, tensy, na gelang van wat die werkgewer en werknemer ooreenkom, die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgewer die werknemer in elk geval in staat moet stel om die opgeloopte verlof te neem in die tydperk voordat hy vir sy opgeloopte verlof met besoldiging kwalifiseer en wanneer die werknemer versuim om die opgeloopte verlof binne daardie tydperk te neem, verbeur hy sy reg daarop.

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

15. VERLOF EN SPESIALE BONUS.

Vir die toepassing van hierdie klousule is—

„verlofkwalifikasie”, die kwalifikasie vir die betaalde verlof voorgeskryf in klousule 13 van dié deel van die Ooreenkoms, 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.

(1) Wanneer sy verloffbesoldiging aan 'n werknemer betaal word op wie hierdie klousule van toepassing is, moet 'n bonus soos volg terselfdertyd aan hom betaal word:—

Klas.	Bonus betaalbaar.
Klas A—	
(i) Gekwalifiseerde werknemers wie se basiese skaal in hierdie Ooreenkoms gespesifiseer, gelykstaan met 2s. 5d. per uur of meer op die datum van kwalifikasie vir hulle betaalde vakansie;	'n Verloffbonus van £32. 10s. per jaar bereken <i>pro rata</i> teen die verlofkwalifikasie voltooi na die datum waarop die werknemer laas vir vakansieverlof gekwalifiseer het of, na gelang van die jongste datum, van die datum van sy indiensneming af.
(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, wie se basiese loonskaal in hierdie Ooreenkoms gespesifiseer, gelykstaan aan 2s. 5d. per uur of meer op die datum waarop hulle vir hulle betaalde verlof kwalifiseer.	<i>Opmerking.</i> —Skofte of tydperke van afwesigheid wat ingevolge klousule 13 (3) (a) (iii) van dié deel van die Ooreenkoms tel, moet by die berekening van die verskuldigde bonus ingesluit word.

Klas B—	
Alle ander werknemers wat nie by Klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, werknemers in diens op werk geklassifiseer by Tariewe 8 tot 12, of wagte).	'n Bedrag bereken teen die tarief van 8 persent van die werknemer se basiese skaal vir sy bedryf ingelys in hierdie Ooreenkoms vir die ure, uitgesonderd oortyd, wat hy werklik gewerk het vir sy verlofkwalifikasie na die datum waarop hy laas vir vakansieverlof gekwalifiseer het, of die datum van sy indiensneming, na gelang van die jongste.

(2) Wanneer die diens van 'n werknemer eindig voordat hy geregtig word op verlof met besoldiging, moet die werknemer met 'n aandeel van die bonus vir sy klas gespesifiseer, gekrediteer word in verhouding tot die getal skofte wat vir verloffdoeleindes aan hom gekrediteer word, of, na gelang van die geval, 'n bedrag bereken teen 8 persent van die werknemer se basiese skaal vir sy bedryf soos in hierdie Ooreenkoms ingelys vir die ure, uitgesonderd oortydure, wat hy werklik vir sy verlofkwalifikasie gewerk het. Die werkgewer moet die bedrag daarvan op die reëls inskryf wat aan die werknemer gegee moet word, waarop die getal skofte wat vir verloffdoeleindes tel, vermeld word en onmiddellik die geldekwivalent van die bonus aan die Sekretaris van die Raad, tesame met die geldekwivalent van die betaalde verloffkrediet stuur.

(3) Wanneer die bonus ingevolge die bepalings van subklousule 2) aan die Raad gestuur word, is die bepalings van subklousules 6) en (7) van klousule 13 en van klousule 17 van dié deel van die Ooreenkoms met betrekking tot die geldekwivalent van die verloffkrediet met besoldiging, *mutatis mutandis* van toepassing.

(4) Geen bonus moet gekrediteer word vir dienstrydperke wat ingevolge klousule 13 (3) (a) (i) van hierdie deel van die Ooreenkoms nie vir die betaalde verlof tel nie.

(5) Hierdie klousule is nie op vakleerlinge, werknemers in diens op werk geklassifiseer teen Tariewe 8 tot en met 12 of wagte van toepassing nie.

(2) Whenever the employer and employee come to the arrangement provided for in paragraph (1) (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 clause 13 (3) of this part of the Agreement, 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.

(3) 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 clause he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

15. HOLIDAY AND SPECIAL BONUS.

For purposes of this clause—

"holiday qualification" shall be the qualification for the paid holiday prescribed in clause 13 of this part of the Agreement.

"qualified employee" 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".

(1) Whenever an employee to whom this clause applies is paid his holiday leave pay he shall at the same time be paid bonus as follows:—

Class.	Bonus Payable.
Class A—	
(i) Qualified employees whose basic rate specified in this Agreement is the equivalent of 2s. 5d. per hour or more at date of qualification for their paid holiday;	A holiday bonus of £32. 10s. per annum calculated <i>pro rata</i> to the holiday qualifications, completed after the date on which the employee last qualified for holiday leave or, whichever is the later, from the date of his engagement.
(ii) employees employed at the date of coming into operation of this Agreement as learners or employed in occupations remunerated according to experience whose basic rate specified in this Agreement is the equivalent of 2s. 5d. per hour or more at date of qualification for their paid holiday.	<i>Note.</i> —Shifts or periods of absence which count for holiday purposes in terms of clause 13 (3) (a) (iii) of this Part of the Agreement must be included in the calculation of the bonus due.

Class B—	
All other employees not included in Class A hereof (other than apprentices, employees employed on work classified at Rates 8 to 12 or watchmen).	An amount calculated at the rate of 8 per cent of the employee's basic rate for his occupation scheduled in this Agreement for the hours, exclusive of overtime, he has actually worked towards his holiday qualification after the date on which he last qualified for holiday leave or the date of his engagement, whichever is the later.

(2) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday, the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts credited to him for holiday purposes or, as the case may be, an amount calculated at the rate of 8 per cent of the employee's basic rate for his occupation scheduled in this Agreement for the hours, exclusive of overtime, he has actually worked towards his holiday qualification. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts which count for holiday purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Council together with the money equivalent of the paid holiday entitlement.

(3) Whenever the bonus is remitted to the Council in terms of sub-clause (2), the provisions of sub-clauses (6) and (7) of clause 13 and of clause 17 of this part of the Agreement relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(4) No bonus shall be credited for periods of employment which in terms of clause 13 (3) (a) (i) of this part of the Agreement does not count towards the paid holiday.

(5) This clause shall not apply to apprentices, employees employed on work classified at Rates 8 to 12 inclusive or watchmen.

16. BETALING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) As 'n werknemer nie op Goeie Vrydag, Gelofte-dag, Kersdag of Nuwejaarsdag werk nie, moet hy teen sy gewone uurskaal vir die gewone werke vir daardie dag van die week betaal word; met dien verstande dat so dikwels as wat Gelofte-dag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, teen sy gewone uurskaal betaal moet word vir die getal ure waarvoor hy betaal sou geword het as die vakansiedag binne die tydperk van Maandag tot en met Vrydag geval het. Vir die toepassing van hierdie subklousule is die gewone uurskaal van werknemers op aansporingsbonuswerk die gekonsolideerde tarief vir die klas wat in hierdie Ooreenkoms ingelys is.

(2) Die bepaling van subklousule (1) is nie van toepassing op 'n werknemer wat met betaalde vakansie is waarvoor voorsiening in hierdie deel van die Ooreenkoms gemaak word nie.

(3) So dikwels as wat 'n werknemer op Goeie Vrydag, Gelofte-dag, Kersdag of Nuwejaarsdag werk, moet hy betaal word vir die aantal ure wat betaalbaar is ingevolge subklousule (1) hiervan aan 'n werknemer wat nie op sodanige dag werk nie, en hy moet daarbenewens teen 1½ maal die uurtarief betaal word vir tyd tot die genoemde aantal ure gewerk; daarna moet hy teen driemaal die uurloon betaal word tot die gewone begintyd die volgende dag.

17. BETALING TYDENS WERKLOOSHEID.

(1) Wanneer 'n werknemer werkloos is en die tyd van werkloosheid tussen een indiensneming en 'n ander langer as ses dae duur, is 'n werknemer, wanneer hy sy bewys of bewyse aan die Raad voorlê gedurende elke week van werkloosheid geregtig op betaling uit die bedrag in sy krediet van sodanige bedrag as wat die Raad van tyd tot tyd oor kan besluit of, na gelang van die kleinste, die bedrag in sy krediet; met dien verstande dat tensy die bedrag in sy krediet 'n kleiner bedrag is, die bedrag waarop 'n werknemer kragtens hierdie klousule geregtig is, nie minder moet wees as helfte van die gewone weeklikse besoldiging wat hy ontvang het toe die werkloosheid begin het nie. Indien die werknemer werk kry voordat die bedrag in sy krediet uitgeput is, moet die onbetaalde bedrag in sy krediet in die boeke van die Raad bly staan en beskikbaar wees vir hom, of wanneer hy die volgende keer vir verlof kwalifiseer, of vir 'n langer tydperk as ses dae werkloos word.

(2) Enige werknemer wat betaling ingevolge subklousule (1) eis en ontvang, moet, wanneer hy weer werk in die nywerheid kry, begin om te kwalifiseer vir verlof van die datum van sodanige werkverkryging af; met dien verstande dat as daar enige onopge-eiste balans in sy krediet ingevolge subklousule (1) staan, die verlofkwivalent van sodanige balans aan hom gekrediteer moet word.

18. INDIENSNEMING VAN LEERLINGE.

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

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

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

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

(e) Geen leerling mag aansporingsbonuswerk verrig nie.

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

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

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

20. BUITEWERK.

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

16. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, the Day of the Covenant, Christmas Day or New Year's Day, he shall be paid at his ordinary hourly rate for the ordinary working hours for that day of the week; provided that whenever the Day of the Covenant, Christmas Day or New Year's Day fall on a Saturday, an employee who does not work on such day shall be paid at his ordinary hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday inclusive. For purposes of this sub-clause, the ordinary hourly rate of employees employed on incentive bonus work shall be the consolidated rate for the class of work scheduled in this Agreement.

(2) The provisions of sub-clause (1) shall not apply to an employee who is on the paid holiday provided for in this part of the Agreement.

(3) Whenever an employee works on Good Friday, the Day of the Covenant, Christmas Day or New Year's Day, he shall be paid for the number of hours payable in terms of sub-clause (1) hereof to an employee who does not work on such day, and shall be paid in addition at one and one-half times the hourly rate for time worked up to the said number of hours; thereafter he shall be paid at treble the hourly rate until the usual starting time next day.

17. PAYMENT DURING UNEMPLOYMENT.

(1) Whenever an employee is unemployed and the period of unemployment between one engagement and another is more than six days, an employee on presenting his voucher or vouchers to the Council shall be entitled during each week of unemployment to payment from the amount standing to his credit of such sum as may be determined by the Council from time to time or, whichever is the lesser, the amount standing to his credit; provided that unless the amount standing to his credit is a lesser amount, the sum an employee shall be entitled to receive under this clause shall be not less than half of the ordinary weekly remuneration he was receiving when unemployment started. Should the employee obtain employment before the amount standing to his credit has been exhausted, the unpaid amount shall remain to his credit in the books of the Council and shall be available to him either when he next qualifies for leave or becomes unemployed for a longer period than six days.

(2) Any employee claiming and receiving payment in terms of sub-clause (1) 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 standing to his credit in terms of sub-clause (1), the leave equivalent of such balance shall be credited to him.

18. EMPLOYMENT OF LEARNERS.

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

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

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

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

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

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

19. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

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

20. OUTWORK.

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

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

21. VRYSTELLINGS.

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

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

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

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

(4) Die Raad moet—

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

22. INDIENSNEMING VAN VAKVERENIGINGARBEIDERS.

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

- (a) werknemers wat werk verrig wat onder tarief 1 in hierdie Ooreenkoms genoem word, en wat vir lidmaatskap van die vakverenigings in aanmerking kom;
- (b) ander werknemers vir wie in die Ooreenkoms 'n loon van 2s. 5d. 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 sy konstitusie in aanmerking kom.

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

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

23. WERKENDE VENNOTE.

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

24. GETALSVERHOUDING VAN ELEKTRISIËNS TOT WERKSMANNE.

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

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

25. TOEPASSING VAN OOREENKOMS.

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

26. VERTONING VAN KENNISGEWINGS.

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

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

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

21. EXEMPTIONS.

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

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

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

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

(4) The Council shall cause—

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

22. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employee who is not a member 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 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 scheduled in this Agreement at Rate 1, who are eligible for membership of the trade unions; and
- (b) other employees for whom a rate of 2s. 5d. per hour or more is prescribed in the Agreement if such employees have been employed in the Industry for a period of not less than six months and are eligible for membership of the trade unions in accordance with its constitution.

(2) The provisions of this clause shall not apply in respect of an immigrant during the first year after the date of his entry into the 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 unions to apply for membership thereof, the provisions of this clause shall immediately come into operation.

(3) The Council may grant exemption from the provisions of sub-clause (1) for any good and sufficient reason and further, that sub-clause (1) 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.

23. WORKING PARTNERS.

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

24. PROPORTION OR RATIO OF ELECTRICIANS TO OPERATORS.

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

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

25. ADMINISTRATION OF AGREEMENT.

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

26. EXHIBITION OF NOTICES.

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

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

27. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms. 'n Agent et die reg om 'n inrigting te betree en om die werkgewer of erknemers te ondervra en aantekenings van lône wat betaal is, wat wat gewerk is en betalings wat gedoen is vir oortyd en aanbringsbonuswerk na te sien met die doel om vas te stel of die betalings van hierdie Ooreenkoms nagekom word of nie.

28. LEWENSKOSTETOELAES.

(1) (i) Die gekonsolideerde tariewe wat in hierdie Ooreenkoms ingelys is sluit die lewenskostetoelae in wat betaalbaar is ingevolge die bepalinge van Oorlogsmatreël No. 43 van 1942, soos van tyd tot tyd gewysig, en benewens dié en benewens enige ander besolging waarop die werknemer reg het, moet elke werkgewer aankeken van sy werknemers (uitgesonderd vakleerlinge wat onder kontrak dien wat by die Wet op Vakleerlinge, 1944, soos gewysig, geregistreer is, en werknemers vir wie spesiale bepalinge in deel II van hierdie Ooreenkoms gemaak is), 'n lewenskostetoelae soos volg betaal:—

klas.	Loongroep.	Toelae per week as indeks-syfer = 205·5.	Aanpassings.
1	Bo £7. 6s. per week.....	£ s. d. 3 15 1	±7d. vir elke ±volle 0·5 punte verskil in indeks of onder 205·5.
2	Bo £5. 8s. 4d. per week, maar nie bo £7. 6s. per week nie	3 5 8	±6d. vir elke ±volle 0·5 punte verskil in indeks bo of onder 205·5.
3	Bo £3. 3s. per week, maar nie bo £5. 8s. 4d. per week nie	1 13 6	±3d. vir elke ±volle 0·5 punte verskil in indeks bo of onder 205·5.
4	£3. 3s. per week en minder	1 12 6	±3d. vir elke ±volle 0·5 punte verskil in indeks of onder 205·5.

Let dien verstande dat wanneer die toelae voorgeskryf by Oorlogsmatreël No. 43 van 1942, soos van tyd tot tyd gewysig, reer is as die bykomende tarief by hierdie Ooreenkoms ingelys, dus die lewenskostetoelae in hierdie subklousule voorgeskryf, is alle werknemers geregtig op en moet aan alle werknemers benevens die bykomende tarief en lewenskostetoelae in hierdie Ooreenkoms bepaal, die verskil tussen die Oorlogsmatreëltoelae en sodanige by komende tarief plus lewenskostetoelae betaal word.

(ii) Die weeklikse toelae betaalbaar aan 'n werknemer onder hierdie klousule kan eweredig verminder word volgens enige afwesigheid van werk; met dien verstande dat as die afwesigheid by wyte is aan siekte of 'n arbeidsongeskiktheid wat binne die reikwydte van die bepalinge van die Ongevallewet val en die betrokke werknemer nie deur die siektebystandsfonds van die Elektrotegniese Nywerheid gedek is nie, geen vermindering ten opsigte van die eerste week van sodanige afwesigheid gemaak moet word nie.

(iii) Geen werknemer op wie die siektebystandsfonds van die Elektrotegniese Nywerheid van toepassing is, is geregtig op 'n lewenskostetoelae ingevolge hierdie klousule ten opsigte van enige tydperk waarin hy van sy werk afwesig is as gevolg van siekte of ongeskiktheid nie; met dien verstande dat in die geval van 'n werknemer wie se afwesigheid van werk te wyte is aan 'n ongeskiktheid wat binne die bepalinge van die Ongevallewet val, lewenskostetoelae eweredig betaalbaar is vir enige dag of dae wat nie erken word as vergoedbaar ingevolge genoemde Wet tot 'n maksimum van drie dae se lewenskostetoelae nie.

(iv) Enige werkgewer van wie dit vereis word om toelae ten opsigte van 'n afwesigheid weens siekte te betaal, kan eis dat die werknemer 'n doktersertifikaat ten opsigte van die afwesigheid moet vertoon voordat betaling gedoen word.

(v) Lewenskostetoelae is betaalbaar—

(a) gedurende enige tydperk van jaarlikse verlof, en elke werkgewer betaal 'n eweredige gedeelte daarvan gedurende die kwalifiseertyd;

(b) vir Goeie Vrydag, Geloftedag, Kersdag en Nuwejaarsdag eweredig met die gewone werkeure van die inrigting vir daardie dag van die week.

(vi) wanneer 'n werknemer een werkgewer verlaat, moet enige verlofkrediet van daardie werknemer 'n krediet van die lewenskostetoelae insluit wat betaalbaar is ten opsigte van daardie gedeelte van die tydperk van jaarlikse verlof wat deur die verlofkrediet gedek word.

27. 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.

28. COST OF LIVING ALLOWANCES.

(1) (i) The consolidated rates scheduled in this Agreement include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942, as amended, from time to time, in addition to which and to any other remuneration to which the employee is entitled, every employer shall pay to each of his employees (other than apprentices serving under contracts registered under the Apprenticeship Act of 1944, as amended, and employees for whom special provisions have been made in Part II of this Agreement) a cost of living allowance as follows:—

Class.	Wage Group.	Allowance per Week when Index = 205·5.	Adjustments.
1	Exceeding £7. 6s. per week	£ s. d. 3 15 1	±7d. for each ±completed ·5 of a point variation in Index above or below 205·5.
2	Exceeding £5. 8s. 4d. per week, but not exceeding £7. 6s. per week	3 5 8	±6d. for each ±completed ·5 of a point variation in Index above or below 205·5.
3	Exceeding £3. 3s. per week but not exceeding £5. 8s. 4d. per week	1 13 6	±3d. for each ±completed ·5 of a point variation in Index above or below 205·5.
4	£3. 3s. per week and under	1 12 6	±3d. for each ±completed ·5 of a point variation in Index above or below 205·5.

Provided that, in the event of the allowance prescribed under War Measure No. 43 of 1942, as amended from time to time, exceeding the additional rate scheduled in this Agreement plus the cost of living allowance prescribed in this sub-clause, the employees shall, in addition to the additional rate and cost of living allowance in this Agreement contained, be entitled to and be paid the difference between the War Measure allowance and such additional rate plus cost of living allowance.

(ii) The weekly allowance payable to an employee under this clause may be reduced pro rata according to any period of absence from work; provided that if the absence is due to illness or to a disablement falling within the provisions of the Workmen's Compensation Act and the employee concerned is not covered by the Electrical Industry Sick Pay Fund, no reduction shall be made in respect of the first week of such absence.

(iii) No employee to whom the Electrical Industry Sick Pay Fund applies shall be entitled to cost of living allowance in terms of this clause in respect of any period in which he is absent from work due to illness or disablement; provided that in the case of an employee whose absence from work is due to a disablement falling within the provisions of the Workmen's Compensation Act, cost of living allowance shall be payable pro rata for any day or days not recognised as compensable in terms of the said Act up to a maximum of three days cost of living allowance.

(iv) 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.

(v) Cost of living allowances shall be payable—

(a) during any period of paid annual leave, each employer during the qualifying period paying a pro rata proportion thereof; and

(b) for Good Friday, the Day of the Covenant, Christmas Day and New Year's Day pro rata to the ordinary hours of work of the establishment for that day of the week.

(vi) When an employee leaves one employer any holiday leave credit of that employee 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) Enige aanpassing in die skaal van lewenskostoelae wat voortspruit uit 'n wysiging van die indekssyfer, moet toegepas word van die eerste betaaldag af wat volg op die publikasie van die persberig waarin die wysiging bekendgemaak word.

(3) Die toelae genoem in subklousule (1) moet terselfdertyd betaal word as wat die werknemer gewoonlik sy ander besoldiging ontvang.

(4) „Indekssyfer” beteken die beswaarde gemiddelde indekssyfer vir alle items vir die nege vernaamste stedilke gebiede in die Unie van Suid-Afrika soos deur die Buro van Sensus en Statistiek bepaal en gepubliseer in die maandelikse sensuspersberig op die basis: „elke gebied vergeleke met die beswaarde gemiddelde van die nege gebiede in 1938=100”.

(5) Ten einde vas te stel in welke loongroep dit beskou moet word dat 'n werknemer val, moet die gekonsolideerde tarief, ingelys vir die klas werk van daardie werknemer, vermenigvuldig deur 46, sy loon wees.

29. REGISTRASIE VAN WERKGEWERS.

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

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

(i) sy volle naam;

(ii) adres;

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

(c) (i) Elke werkgever 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 en 'n sertifikaat verkry vir registrasie in een of meer afdelings van hierdie Ooreenkoms vir sy inrigting of gedeelte daarvan, na gelang van die geval. Aansoek om registrasie moet aan die Sekretaris van die Raad gerig word.

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

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

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

30. UITGAWES VAN DIE RAAD.

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

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

Klas.	KOLOM A. Loongroep.	KOLOM B.	KOLOM C.
		Werk- nemers- bydraes.	Werk- gewers- bydraes.
		Per week. s. d.	Per week. s. d.
1	Werknemers wie se voorgeskrewe loon 4s. 11d. per uur is.....	1 0	1 0
2	Werknemers wie se voorgeskrewe loon 3s. 11d. per uur of meer is, maar minder as 4s. 11d.....	0 9	0 9
3	Werknemers wie se voorgeskrewe loon 1s. per uur of meer is, maar minder as 3s. 9d.....	0 6	0 6
4	Werknemers wie se voorgeskrewe loon minder as 1s. per uur is, en minderjariges in aangewese bedrywe gedurende die tyd waarin hulle sonder vakleerlingkontrak is.....	0 2	0 2
5	Algemene arbeiders en vakleerlinge	—	0 1

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

(3) 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 voorkom, voeg en die totale som, tesamen met die dekkende opgawe soos voorgeskryf in Bylae A hiervan, aan die Sekretaris, Nywerheidsraad vir die Elektrotegniese Nywerheid (Natal), Posbus 722, Durban, stuur.

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

(2) Any adjustment in the rate of the cost of living consequent upon a variation of the index figure shall be effected on the first pay day in the month after publication of the press release statement reflecting such variation.

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

(4) “Index figure” means the weighted average index number for all items for the nine principal urban areas in the Union of South Africa as assessed and published by the Bureau of Census and Statistics in the monthly press release statement on the basis: “each area compared with the weighted average of the nine areas in 1938=100”.

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

29. REGISTRATION OF EMPLOYERS.

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

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

(i) full name;

(ii) address;

(iii) trades or operations carried out by him.

(c) (i) Any employer engaged in the Industry at the date of coming into force of this Agreement shall, before putting into operation the special conditions permitted in this Agreement in respect of the different divisions of the Industry, make application and obtain a certificate of registration in one or more divisions of the Agreement for his establishment or part thereof, as the case may be, from the Council. Applications 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 clause shall be deemed to be conducting an establishment for electrical contracting and/or installation and/or maintenance and/or servicing on electrical equipment, N.E.S. as provided for in Schedules, in Part III of this Agreement.

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

30. EXPENSES OF THE COUNCIL.

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

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

Class.	COLUMN A. Wage Group.	COLUMN B.	COLUMN C.
		Employees Contribution.	Employers Contribution.
		Per Week. s. d.	Per Week. s. d.
1	Employees whose prescribed rate is 4s. 11d. per hour.....	1 0	1 0
2	Employees whose prescribed rate is 3s. 11d. per hour or more but less than 4s. 11d.....	0 9	0 9
3	Employees whose prescribed rate is 1s. per hour or more but less than 3s. 9d.....	0 6	0 6
4	Employees whose prescribed rate is less than 1s. per hour, minors employed in designated trades during the period they are without a contract of Apprenticeship....	0 2	0 2
5	General labourers and Apprentices..	—	0 1

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

(3) To the amounts thus deducted from the wages of his employees each employer shall add the amounts shown in Column C of the table and forward the total sum together with the covering statement prescribed in Annexure A hereto to the Secretary, Industrial Council, Electrical Industry (Natal), P.O. Box 722, Durban.

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

31. VERBOD INDIENSNEMING.

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

32. VERSEKERING VAN GEREEDSKAP.

Elke werkgewer moet by 'n geregistreerde versekeringsmaatskappy 'n polis uitneem vir versekering teen skade of vernietiging, deur brand of die werkgewer se persele, van gereedskap wat die eiendom van sy vakman-, vakleerling- en masjienwerknemers is. Die maksimum dekking vir versekering van gereedskap kragtens hierdie klousule is £25 (vyf-en-twintig pond) per bogenoemde werknemer.

33. VERBOD OP AFSTAND.

Geen eis hoegenaamd deur enige werknemer teen die Raad mag oorgemaak word nie en geen voorgename oormaking daarvan is vir die Raad bindend nie.

DEEL II.

SPESIALE VOORWAARDES MET BETREKKING TOT BEPAALDE SOORTE ARBEID HIERIN GENOEM.

Ondanks enigiets in hierdie bepalings, is die bepalings met betrekking tot „Werkure” (klousule 4), „Oortyd en besoldiging vir werk op Sondae” (klousule 5) en „Betaling vir sekere Openbare Vakansiedae” (klousule 16), „Skofwerk” (klousule 6), „Verlofbetaling” (klousule 13), „Spesiale Bonus” (klousule 15) en „Lewenskostetoelae” (klousule 28), „Bykomende Verlofbetaling” (klousule 14), „Betaling gedurende Werkloosheid” (klousule 17) van deel I van die Ooreenkoms nie van toepassing nie op werknemers wat in diens is op werk geklassifiseer teen Tariewe 8 tot en met 12 en/of die werk van 'n voertuigbestuurder of 'n wag op wie, behoudens soos andersins hierin bepaal, die orige bepalings van deel I en die volgende spesiale bepalings toegepas moet word. (Die spesiale bepalings het voorrang, en moet voorrang geniet, ingeval van teenstrydigheid tussen hulle en genoemde orige bepalings van deel I.)

1. WERKURE.

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

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

(3) 'n Werknemer kan nie verplig of toegelaat word om vir 'n ononderbroke tyd van langer 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 klousule as onafgebroke beskou word.

(4) Ondanks die bepalings van hierdie klousule—

- (i) kan 'n vroulike werknemer nie verplig of toegelaat word om—
 - (a) tussen 1-uur nm. en 6-uur vm.; of
 - (b) na 1-uur nm. op meer as vyf dae per week te werk nie;
- (ii) kan 'n vroulike werknemer nie verplig of toegelaat word om oortyd soos volg te werk nie—
 - (a) meer as twee uur op 'n dag;
 - (b) op meer as drie agtereenvolgende dae;
 - (c) op meer as 60 dae in 'n jaar;
 - (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag tensy sy—
 - (i) voor 12-uur middag daarvan in kennis gestel is; of
 - (ii) van 'n toereikende ete voorsien is voordat sy met oortyd moet begin;
 - (iii) betyds 'n toelae betaal is om haar in staat te stel om 'n ete te verkry voordat die oortydwerk 'n aanvang neem.

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

31. UNAUTHORISED EMPLOYMENT.

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

32. INSURANCE OF TOOLS.

Every employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of his journeyman, apprentice and machinist employees, against damage or destruction on the employer's premises by fire. The maximum cover under this clause for insurance of tools shall be £25 (twenty-five pounds) per employee stated above.

33. 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.

PART II.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained the provisions relating to „Hours of Work” (clause 4), „Overtime and Payment for Work on Sundays” (clause 5) and „Certain Public Holidays” (clause 16), „Shift Work” (clause 6), „Holiday Pay” (clause 13), „Special Bonus” (clause 15) and „Cost of Living Allowances” (clause 28) „Additional Holiday Pay” (clause 14), „Payment during Unemployment” (clause 17) of Part I of this Agreement shall not apply to employees employed on work classified at Rates 8 to 12 inclusive and/or employed on vehicle driving or watchman's work to whom, except as is otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. HOURS OF WORK.

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

- (a) to work for more than 46 hours, excluding meal times in any one week; or
- (b) to work for more than eight hours, excluding meal times, on any one day; provided that in any establishment in which—
 - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week;
 - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work day be required or permitted to work for an additional period of not exceeding one and a quarter hours.

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

(3) An employee shall not be required or permitted to work for a continuous period or more than five hours without an 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 clause—

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

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

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

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

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

(a) (i) Sondag werk, moet hy minstens dubbel die loon ontvang wat betaalbaar is t.o.v. 'n skof wat gewoonlik op 'n weekdag gewerk word; of

(ii) minstens 1½ maal sy gewone loon ontvang t.o.v. die totale tyd op dié Sondag gewerk, plus een dag vakansie binne sewe dae met volle besoldiging, bereken teen die skaal vir een gewone skof vir dié besondere dag van die week;

met dien verstande dat waar die werkgever werk verskaf om die werknemer vir die ure van 'n gewone skof besig te hou en die werknemer versuim of eier om die volle tydperk wat van hom vereis word, te werk, of op eie versoek 'n korter tydperk werk, sodanige werknemer betaling teen dubbele tariewe slegs vir die tydperk wat werklik gewerk is, moet ontvang.

(3) Die bepalinge van subklousule (2) betreffende betaling vir werk op Sondag is nie van toepassing ten opsigte van skofte wat op Sondag begin in inrigtings wat 'n tweeskof- of drieskofstelsel werk nie, waarvoor soos volg betaal moet word:—

(a) Vir die ure voor middernag gewerk—teen dubbel die gewone uurskaal van die betrokke werknemer;

(b) na middernag tot die voltooiing van die skof—teen die gewone tarief per uur van die betrokke werknemer.

(4) Die bepalinge van hierdie klousule is nie van toepassing op werknemers wat wagte se werk doen nie; met dien verstande dat wanneer 'n wag langer as 'n skof van 12 uur op 'n slag werk of sewe agtereenvolgende dae werk, tyd aldus gewerk na voltooiing van 'n 12-uurskof en alle tyd gewerk op 'n sewende agtereenvolgende dag, as oortyd beskou moet word waarvoor die wag teen minstens 1½ maal sy gewone tarief, bereken op 'n uurbasis, betaal moet word.

3. BETALING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) As 'n werknemer nie op Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom t.o.v. so 'n dag besoldiging betaal teen 'n skaal van minstens sy gewone besoldiging asof hy op dié dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(2) As 'n werknemer op Goeie Vrydag, Geloftedag, Kersdag en Nuwejaarsdag werk, moet hy minstens die gewone tariewe vir een skof vir daardie besondere dag van die week ontvang, en hierbenewens moet hy die gewone tariewe vir tyd werklik gewerk tot die voltooiing van die skof ontvang, en daarna is die oortyd-tarief voorgeskryf in subklousule (1) van klousule 2 van hierdie deel van die Ooreenkoms van toepassing.

(3) Die bepalinge van hierdie klousule is nie van toepassing op werknemers wat die werk van 'n wag doen nie.

4. VERLOF MET BESOLDIGING.

(1) As 'n werknemer nie op Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag teen minstens sy gewone besoldigingstarief besoldig asof hy sy gemiddelde gewone werkure vir daardie dag van die week voltooi het.

(2) Elke werkgever moet aan elke werknemer afwesighedsverlof met volle besoldiging van minstens twee agtereenvolgende werke toestaan t.o.v. elke tydperk van twaalf maande diens en nie later as twee maande na die beëindiging van genoemde tydperk nie; met dien verstande dat—

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

(b) as Goeie Vrydag, Geloftedag, Kersdag of Nuwejaarsdag binne dié verlof val, die dae by genoemde tydperk as 'n verdere tydperk van verlof met volle besoldiging gevoeg moet word.

(3) Elke werknemer aan wie verlof kragtens subklousule (2) toegestaan is, moet t.o.v. dié verlof nie later as die laaste werkdag voor die aanvang van genoemde tydperk betaling van sy werkgever ontvang nie.

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

(a) t.o.v. enige tydperk van verlof wat hom toegeval het maar nie voor diensbeëindiging toegestaan is nie; en

(b) vir een dag t.o.v. elke voltooiende maand diens by die werkgever na die datum waarop hy laas tot verlof ingevolde subklousule (2) geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande na die aanvang van sy diens gewerk het;

(c) vir die toepassing van hierdie klousule beteken 'n dag se besoldiging 1/46de van die bedrag waartoe 'n werknemer geregtig is wanneer hy 'n gewone week van 46 uur gewerk het.

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

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

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

(a) (i) Sunday, he shall receive not less than double the rate payable in respect of a shift ordinarily worked on a weekday; or

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

provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him or works a lesser period at his own request, such employee shall receive payment at double rates only for the period actually worked.

(3) The provisions of sub-clause (2) relating to payment for work on Sundays shall not apply in respect of shifts commencing on Sunday night in establishments working a two-shift or three-shift system, which shall be paid for as follows:—

(a) For the hours worked before midnight—at double the ordinary rate per hour of the employee concerned;

(b) after midnight until completion of the shift—at the ordinary rate per hour of the employee concerned.

(4) The provisions of this clause shall not apply to employees employed on watchman's work; provided that whenever a watchman works longer than a shift of twelve hours at a time or works for seven consecutive days, time so worked after completion of a twelve-hour shift and all time worked on a seventh consecutive day shall be regarded as overtime for which the watchman shall be paid at the rate of not less than one and one-third times his normal rate calculated on an hourly basis.

3. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, the Day of the Covenant, Christmas Day or New Year's Day, his employer shall pay him in respect of such 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.

(2) Whenever an employee works on Good Friday, the 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 the overtime rate prescribed in sub-clause (1) of clause 2 of this part of the Agreement shall apply.

(3) The provisions of this clause shall not apply to employees employed on watchman's work.

4. PAID LEAVE.

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

(2) Every employer shall grant to every employee leave of absence on full pay of not less than two consecutive weeks in respect of each period of twelve month's employment and not later than two months after the termination of the said period; provided that—

(a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and

(b) if Good Friday, Day of the Covenant, Christmas Day or New Year's Day falls within the period of such leave such days shall be added to the said period as a further period of leave on full pay.

(3) Every employee to whom leave is granted under sub-clause (2) shall receive payment from the employer in respect of such leave not later than the last working day before commencement of the said period.

(4) Upon the termination of employment, the employer shall pay to the employee his full pay—

(a) in respect of any period of leave which has accrued to him but was not granted before the termination of the employment; and

(b) for one day in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-clause (2) or in the case of an employee who has been employed for less than twelve months after the commencement of his employment;

(c) for the purpose of this clause one day's pay shall mean 1/46th of the amount of pay to which an employee is entitled when he has worked an ordinary week of 46 hours.

(5) Enige tydperk waarin 'n werknemer—

- (a) met verlof ingevolge subartikel (2) is; of
- (b) vredestrydse 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 subklousules (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 verhinderd is om sy werk te doen, of t.o.v. die gedeelte van 'n totale tydperk van afwesigheid as gevolg van siekte gedurende twaalf maande diens, wat meer as dertig dae is; met dien verstande dat as die werkgever by wet verplig is om te sorg vir die versorging en behandeling van sy werknemers terwyl hulle siek is, daar nie van dié werknemers vereis word om 'n doktersertifikaat in te dien nie.

(6) Enige bedrag wat aan 'n werknemer ingevolge subklousule (3) of subklousule (4) betaal word, moet bereken word teen 'n besoldigingskaal wat lewenskostoelae insluit wat ingevolge klousule 5 van hierdie deel van die 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 klousule verskuldig is, moet die aanvang van diens beskou word as die datum waarop die werknemer by sy werkgever in diens tree of die datum waarop hy laas tot jaarlikse verlof geregtig geword het, nl. die laaste datum.

5. LEWENSKOSTETOELAE.

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

6. DIENSSERTIFIKATE.

Wanneer 'n werknemer by beëindiging van sy diens daarom vra, moet 'n werkgever die 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.

DEEL III.

LONE EN/OF VERDIENSTE.

(1) Ondanks enige loon in die volgende lyste genoem, is 'n vakman, soos in hierdie Ooreenkoms omskryf, geregtig op die loon genoem vir werk ingedeel onder Tarief 1.

(2) Van geen werknemer kan dit as deel van sy dienskontrak vereis word om losies of inwoning of albei van sy werkgever aan te neem of om goedere van sy werkgever te koop of eiendom van hom te huur nie, maar ingeval 'n werknemer instem om losies of inwoning of albei van sy werkgever aan te neem, mag sy werkgever hoogstens agt sjielings per week aftrek wanneer losies en inwoning verskaf word of hoogstens vyf sjielings per week slegs vir losies of drie sjielings per week slegs vir inwoning mits sodanige inwoning deur die Raad of die betrokke plaaslike owerheid goedgekeur is.

(3) Geen werknemer mag in 'n week teen verskillende skale in diens wees op meer as een bedryf wat in hierdie Ooreenkoms ingelys is nie, tensy besoldiging betaal word asof so 'n werknemer vir daardie hele week in diens was op die hoogste besoldigde bedryf; met dien verstande dat ingeval 'n laer besoldigde werknemer tydelik die plaasvervanger is van 'n hoër besoldigde werknemer wat van sy werk afwesig is en nie elders in die inrigting in diens is nie, moet die plaasvervangende werknemer teen die hoër tarief besoldig word vir slegs die tyd wat hy werklik op die hoër besoldigde bedryf gewerk het. Enige plaasvervangende tyd van minder as helfte van 'n skof altesaam in 'n week word nie gereken vir besoldiging teen die hoër tarief nie.

(4) 'n Werknemer wat op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarop hy in diens is, moet steeds die hoër tarief ontvang terwyl hy by dieselfde werkgever in diens is op dieselfde werk of enige ander werk waarvoor 'n laer tarief voorgeskryf word.

(5) Any period during which an employee—

- (a) is on leave in terms of sub-clause (2); or
- (b) undergoes peace training under the South Africa Defence Act, 1912; or
- (c) is absent from work on the instruction or at the request of the employer; or
- (d) is absent from work owing to illness;

shall be deemed to be employment for the purposes of sub-clauses (2) and (4); provided that the provisions of paragraph (d) shall not apply in respect of absence owing to illness of more than three consecutive days, if the employee fails after request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during twelve months of employment, which is in excess of thirty days; provided that if the employer is by any law required to provide for the care and treatment of his employees while sick, such employees shall not be required to submit a medical certificate.

(6) Any amount paid to an employee in terms of sub-clause (3) or sub-clause (4) shall be calculated at the rate of remuneration which shall include cost of living allowances payable in terms of clause 5 of this part of the Agreement which the employee was receiving immediately prior to the date upon which the leave became due, or his employment terminated, as the case may be.

(7) For the purposes of calculating leave due under this clause, 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.

5. COST OF LIVING ALLOWANCES.

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

6. CERTIFICATES OF SERVICE.

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

PART III.

WAGES AND/OR EARNINGS.

(1) Notwithstanding any wage specified in the following schedules, a journeyman as defined in this Agreement shall be entitled to receive the wage specified for work classified at Rate 1.

(2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer or to purchase any goods or hire any property from his employer, but where an employee agrees to accept board or lodging or both from his employer the employer may deduct not more than eight shillings per week when board and lodging is provided or not more than five shillings per week for board only or three shillings per week for lodging only; provided such lodging has been approved by the Council and the local authority concerned.

(3) No employee shall be employed on more than one occupation scheduled in this Agreement at different rates of pay in any one week unless payment is made as if such employee had been employed for the whole of that week on the highest paid occupation; provided that where a lower-paid employee is temporarily substituted for a higher-paid employee who is absent from his work and not employed elsewhere in the establishment, such substituted employee shall be paid at the higher rate only for the period he actually worked at the higher-paid occupation. Any period of substitution of less than one-half shift in the aggregate in any one week shall not count for payment at the higher rate.

(4) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

(5) Geen werkgewer mag aan werknemers (uitgesonderd vakleerlinge) wat in diens is op engeen van die klasse werk wat hieronder in die volgende loonskaal genoem word, lone en/of verdienste betaal wat laer is as dié genoem teenoor hierdie klasse, en geen werknemer mag lone en/of verdienste aanneem wat laer is as dié wat teenoor hierdie klasse genoem word nie.

LOONBEPALINGS VAN TOEPASSING TENSY ELDERS GESPELIFISEER.

BYLAE A.

Tarief 1.

(Lewenskostetoelae teen indekssyfer van 205·5 gekonsolideer.)

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Vakman se werk:—			
Elektrisiënswerk.....	3 11	1 0	4 11
Ankerwikkeling.....			
Elektriese verbindingswerk (tegnies).....			
Telefoonelektrisiënswerk.....			
Werktuigkundige by X-straal- en elektro-mediese werk..			

Tarief 2.

(Lewenskostetoelae teen indekssyfer van 205·5 gekonsolideer.)

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Installering van intertelefone (elek- troniese uitrusting uitgeson- derd):—			
Eerste ses maande ondervinding.	2 9	1 0	3 9
Tweede ses maande ondervinding	3 0	1 0	4 0
Derde ses maande ondervinding.	3 3	1 0	4 3
Daarna.....	3 8	1 0	4 8

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

Tarief 3.

(Lewenskostetoelae teen indekssyfer van 205·5 gekonsolideer.)

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Bediening van balanseermasjien....	3 5	1 0	4 5

Tarief 7.

(Lewenskostetoelae teen indekssyfer van 205·5 gekonsolideer.)

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Alle bedrywighede i.v.m. ankerwik- keling deur gebruik te maak van voorafgevormde spoel (uitgeson- derd verbind en/of toets) wat nodig is vir die herwikkeling van generators en motors van oor 250 lb. maar van hoogstens 750 lb. (bruto gewig van afgewerkte produk) of anders masjiene waar- van die perdekrag bepaal is deur die uitdrukking—			
„P.K. = $\frac{O.P.M.}{100}$	2 5	1 0	3 5
„P.K. = $\frac{O.P.M.}{30}$			

(5) No employer shall pay to employees (other than apprentices) engaged on any of the classes of work hereinafter specified in the following wage schedules, 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.

WAGE PROVISIONS APPLICABLE UNLESS ELSEWHERE SPECIFIED.

SCHEDULE A.

Rate 1.

(Cost of living allowance consolidated at Index figure of 205·5.)

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
Journeyman's work:—			
Electrician's work.....	3 11	1 0	4 11
Armature winding.....			
Electrical communications Technician's work.....			
Telephone electrician's work...			
X-Ray and electro-medical mechanics work.....			

Rate 2.

(Cost of living allowance consolidated at Index figure of 205·5.)

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
Intercommunication telephone in- stallation (excluding electronic equipment):—			
First six months of experience.	2 9	1 0	3 9
Second six months of ex- perience.....	3 0	1 0	4 0
Third six months of experience	3 3	1 0	4 3
Thereafter.....	3 8	1 0	4 8

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

Rate 3.

(Cost of living allowance consolidated at Index figure of 205·5.)

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
Operating balancing machine.....	3 5	1 0	4 5

Rate 7.

(Cost of living allowance consolidated at Index figure of 205·5.)

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
All armature winding operations using pre-formed coils (excluding connecting up and/or testing) required in the rewinding of generators and motors exceeding 250 lb. but not exceeding 750 lb. (gross weight of finished product) or alternatively machines whose horse-power has been determined by the expression—			
“H.P. = $\frac{R.P.M.}{100}$	2 5	1 0	3 5
and “H.P. = $\frac{R.P.M.}{30}$			

Tarief 7 (b).

(Lewenskostoelae teen indekssyfer van 205·5 gekonsolideer.)

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Alle ankerwikkingswerk wat nodig is vir die herwikkling van generators en motore van 250 lb. en minder (bruto gewig van die voltoide produk) of masjiene waarvan die perdekrag nie hoër is nie as dié wat uitgedruk word deur die formule— „P.K. = $\frac{O.P.M.}{100}$ ”.....	1 7	0 6	2 1
Bandwikkling en/of toedraai van spoel en/of buise.....			

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

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..... } 1s. 0d.
per uur.

Tarief 10.

Uitgloei en vernis van bedekte draad.....
Mika en/of isoleerbuis en/of buise en/of stawe en/of spoel, bak en/of pers van.....
Katoen en/of glas vleg.....
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 spoel spuit..... } 0s. 10½d.
per uur.

Tarief 11.

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

Tarief 12.

Algemene arbeid, met inbegrip van—

Masjiene skoonmaak.....
Lamellerings skoonmaak.....
Isolering van draadente afstroop.....
Ou windsels afstroop.....
In soldeerpot vertin.....
Minderjariges in diens in bedrywe wat kragtens die Wet op Vakleerlinge, 1944, aangewys is, gedurende die dienstrydperk voor vakleerlingskap.....
Wag se werk..... } 0s. 9d.
per uur.
0s. 5½d.
per uur.
50s. 0d.
per week.

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

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

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

	Basiese skaal per week. £ s. d.
Dryf van voertuie—	
(i) Dryf van stoomwa.....	6 16 11
(ii) Dryf van 'n ander voertuig wat gellsensieer 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.....	6 6 2
Oor 7 ton.....	6 16 11

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

Rate 7 (b).

(Cost of living allowance consolidated in Index figure of 205·5.)

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
All armature winding operations required in the rewinding of generators and motors of 250 lb. and less (gross weight of finished product) or alternatively machines whose horse-power shall not be greater than determined by the expression— “H.P. = $\frac{R.P.M.}{100}$ ”.....	1 7	0 6	2 1
Taping and/or wrapping of coils and/or tubes.....			

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

Rate 9.

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

Rate 10.

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

Rate 11.

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

Rate 12.

General labouring, including the following, viz.—

Cleaning of machines.....
Cleaning of laminations.....
Stripping insulation from wire ends.....
Stripping of old windings.....
Tinning in solder pot..... } 0s. 9d.
per hour.
Minors employed in trades designated in the Apprenticeship Act, 1944, during the pre-apprenticeship period of employment..... } 0s. 5½d.
per hour.
Watchman's work..... } 50s. 0d.
per week.

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

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

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

	Basic Rate per Week. £ s. d.
Vehicle driving—	
(i) Driving of steam wagon.....	6 16 11
(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.....	6 6 2
Over 7 tons.....	6 16 11

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

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

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

Leerlingingenieurs en/of goedgekeurde studente:—

(Lewenskostetoelae teen indekssyfer van 205·5 gekonsolideer.)

	Basiese skaal per week.	By- komende skaal per week.	Gekon- solideerde skaal per week.
	£ s. d.	£ s. d.	£ s. d.
Eerste leerlingjaar.....	3 0 0	1 3 0	4 3 0
Tweede leerlingjaar.....	4 0 0	1 18 4	5 18 4
Derde leerlingjaar.....	5 0 0	1 18 4	6 18 4
Daarna.....	5 0 0	1 18 4	6 18 4

BYLAE B.

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

Tarief 1 (n.e.g.).

(Lewenskostetoelae teen indekssyfer van 205·5 gekonsolideer.)

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Elektrisiërswerk.....			
Ankerwikkeling.....			
Kabellassing.....			
Elektriese apparaat (herstel).....			
Elektriese installasie.....			
Aanleg van elektriese bogrondse lyne.....			
Elektriese bedrading.....			
Aanleg en/of onderhoud en/of bediening en/of vervaardiging van elektro-mediese toestelle en X-straaluitrusting.....	3 11	1 0	4 11
Telekommunikasie.....			
Aanleg en/of onderhoud van sein- en/of totalisatoruitrusting.....			

Tarief 10.

Algemene arbeid met inbegrip van groewe kap in en boor van messelwerk van enige soort, herhalingsbediening van boormasjien en/of kraghamer—gietselhamer uitgesluit; geleidingspye volgens merke of lengtes sny wanneer die afmerking deur 'n vakman gedoen word; geleidingspye met die hand of masjien skroef en/of tap.

Eerste drie maande..... 9d. per uur.
Daarna..... 10½d. per uur.

Tarief 12.

Algemene arbeider..... 0s. 9d. per uur.

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

(b) Werknemers wat nie elders in hierdie Afdeling genoem word nie, moet volgens die tarief van minstens 4s. 11d. per uur besoldig word.

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

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

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

(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.

Pupil engineers and/or approved students:—

(Cost of living allowance consolidated in Index figure of 205·5.)

	Basic Rate per Week.	Ad- ditional Rate per Week.	Con- solidated Rate per Week.
	£ s. d.	£ s. d.	£ s. d.
First year of pupilage.....	3 0 0	1 3 0	4 3 0
Second year of pupilage.....	4 0 0	1 18 4	5 18 4
Third year of pupilage.....	5 0 0	1 18 4	6 18 4
Thereafter.....	5 0 0	1 18 4	6 18 4

SCHEDULE B.

Electrical contracting and/or installation and/or maintenance and/or servicing and/or work on electrical equipment, n.e.s.—

Rate 1 (n.e.s.).

(Cost of living allowance consolidated in Index figure of 205·5.)

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
Electrician's work.....			
Armature winding.....			
Cable jointing.....			
Electrical apparatus (repairing).....			
Electrical installation.....			
Electrical overhead line construction.....			
Electrical wiring.....			
Electro-medical appliances and X-ray equipment—installing and/or maintaining and/or servicing and/or construction....	3 11	1 0	4 11
Telecommunication.....			
Signalling and/or totalisator equipment installation and/or maintenance.....			

Rate 10.

General Labouring, including chasing and drilling of masonry of any description, repetition operating of drilling machine and/or power hammer excluding shot-hammer; cutting conduit to marks or length when marking off is done by journeyman; screwing and/or tapping of conduit by hand or machine.

First three months..... 9d. per hour.
Thereafter..... 10½d. per hour.

Rate 12.

General labourer..... 9d. per hour.

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

(b) Employees not elsewhere specified in this Division shall be paid at the rate of not less than 4s. 11d. per hour.

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

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

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

BYLAE C.

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

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

Tarief 1.

(Lewenskostetoelae teen indekssyfer van 205.5 gekonsolideer.)

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Elektrisiënswerk.....			
Radiotrisiënswerk.....			
Werktuigkundige se werk by koel- inrigtings	3 11	1 0	4 11
Werktuigkundige se werk by huis- houdelike toestelle.....			

Tarief 4.

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

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

	Basiese skaal per uur.	By- komende skaal per uur.	Gekon- solideerde skaal per uur.
	s. d.	s. d.	s. d.
Eerste drie maande ondervinding..	2 0	0 10	2 10
Tweede drie maande ondervinding.	2 6	1 0	3 6
Daarna.....	3 2	1 0	4 2

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

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

Tarief 8.

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

Geteken te Durban, soos gemagtig vir en namens die partye, op hede die 26ste dag van September 1956.

G. B. ELLIOT,
Lid van die Raad.
(Voorsitter.)

D. F. ANTHONY,
Lid van die Raad.
(Ondervoorsitter.)

J. R. MARWICK,
Sekretaris van die Raad.

No. 162.]

[1 Februarie 1957.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid (Natal), gepubliseer by Goewermentskennisgewing No. 161 van 1 Februarie 1957, nie vir die persone wie se werksure daarby gereël word, minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

J. DE KLERK,
Minister van Arbeid.

SCHEDULE C.

Repair and/or installation of radio, refrigeration and domestic electrical appliances and equipment.

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

Rate 1.

(Cost of living allowance consolidated in Index figure of 205.5.)

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
Electrician's work.....			
Radiotrician's work.....			
Refrigerator Mechanic's work...	3 11	1 0	4 11
Domestic Appliance Mechanic's work.....			

Rate 4.

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

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

	Basic Rate per Hour.	Ad- ditional Rate per Hour.	Con- solidated Rate per Hour.
	s. d.	s. d.	s. d.
First three months of experience...	2 0	0 10	2 10
Second three months of experience.	2 6	1 0	3 6
Thereafter.....	3 2	1 0	4 2

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

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

Rate 8.

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

Signed at Durban, as authorised for and on behalf of the parties on this 26th day of September, 1956.

G. B. ELLIOT,
Member of the Council.
(Chairman.)

D. F. ANTHONY,
Member of the Council.
(Vice-Chairman.)

J. R. MARWICK,
Secretary of the Council.

No. 162.]

[1 February 1957.

FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

ELECTRICAL INDUSTRY (NATAL).

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 Industry (Natal), published under Government Notice No. 161 of the 1st February, 1957, 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.

No. 163.]

[1 Februarie 1957.]

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAES BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

Ek, JOHANNES DE KLERK, Minister van Arbeid,
handelende kragtens die bepalings van subregulasie (1)
van regulasie 4 van die regulasies gepubliseer by Oorlogs-
maatreël No. 43 van 1942, soos gewysig, skort hierby die
bepalings van genoemde regulasies op ten opsigte van alle
werknemers wat ingevolge klousule 28 van die Ooreen-
koms vir (die Elektrotegniese Nywerheid (Natal), gepubli-
seer by Goewermentskennisgewing No. 161 van 1
Februarie 1957, op 'n lewenskostetoelae geregtig is.

J. DE KLERK,
Minister van Arbeid.

No. 163.]

[1 February 1957.]

WAR MEASURE ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCES PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

ELECTRICAL INDUSTRY (NATAL).

I, JOHANNES DE KLERK, Minister of Labour,
acting in terms of sub-regulation (1) of regulation 4 of
the regulations published under War Measure No. 43 of
1942, as amended, hereby suspend the operation of the
said regulations in respect of all employees who are
entitled to a cost of living allowance in terms of clause
28 of the Agreement for the Electrical Industry (Natal),
published under Government Notice No. 161 of the 1st
February, 1957.

J. DE KLERK,
Minister of Labour.

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