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GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. 387.]

[3 Maart 1961.]

WET OP NYWERHEIDSVERSOENING, 1956.

ELEKTROTEGNIËSE NYWERHEID (NATAL).

HOOFOOREENKOMS.

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

(a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Nywerheid (Natal) betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie verenigings is;

(b) kragtens 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, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat—

(i) in die munisipale gebiede van Durban en Pietermaritzburg betrokke is by of in diens is in verband met die werksaamhede gemeld in paragrafe (a), (b) en (c) van die woordoms krywing van „Elektrotegniese Nywerheid” in klousule 3 van die Ooreenkoms;

(ii) in die provinsie Natal en die landdroesdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu betrokke is by of in diens is in verband met die werksaamhede gemeld in paragraaf (d) van die woordoms krywing van „Elektrotegniese Nywerheid” in klousule 3 van die Ooreenkoms; en

(c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, die bepalings van genoemde Ooreenkoms, uitgesonderd klousules 2, 8 (2) (g), 22, 23, 27 en 29 van Deel I, *mutatis mutandis* bindend is vir alle Naturelle wat—

(i) in die munisipale gebiede van Durban en Pietermaritzburg in verband met die werksaamhede gemeld in paragrafe (a), (b) en (c)

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. 387.]

[3 March 1961.]

INDUSTRIAL CONCILIATION ACT, 1956.

ELECTRICAL INDUSTRY (NATAL).

MAIN AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-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 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 after the said second Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who—

(i) in the municipal areas of Durban and Pietermaritzburg are engaged or employed in the operations set forth in paragraphs (a), (b) and (c) of the definition of “Electrical Industry” in clause 3 of the Agreement;

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

(c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that from the second Monday after the date of publication of this notice and for the period ending two years after the said second Monday, the provisions contained in the said Agreement, excluding clauses 2, 8 (2) (g), 22, 23, 27 and 29 of Part I, shall *mutatis mutandis* be binding upon all Natives, who—

(i) in the municipal areas of Durban and Pietermaritzburg are employed in the operations set forth in paragraphs (a), (b) and (c) of the defi-

van die woordomskrywing van „Elektrotegniese Nywerheid” in klousule 3 van die Ooreenkoms; en

- (ii) in die provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu in verband met die werksaamhede gemeld in paragraaf (d) van die woordomskrywing van „Elektrotegniese Nywerheid” in klousule 3 van die Ooreenkoms;

in diens is by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.
(1058/164 B.)

NYWERHEIDSRAAD VIR DIE ELEKTROTEGNIESIE NYWERHEID (NATAL).

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, 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. TOEPASSINGSBESTEK.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur werkgewers en werknemers in die Elektrotegniese Nywerheid (Natal) wat lede is van onderskeidelik 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 landdrosdistrikte 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 enige 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 of enige 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 Wet op Nywerheidsversoening, 1956, 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 en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar melding van ’n wet gemaak word, word ook alle wysigings van sodanige wet bedoel; en voorts, tensy onbestaanbaar met die sinsverband beteken—

„Wet” die Wet op Nywerheidsversoening, 1956;
„buitengewoon vuil werk” werk i.v.m. dieselenjins van die kruiskop af ondertoe, gebruikte skeepsketels, oonde, verbrandingskamers, rookkaste, in kimme en in brandstoftens, aan boord skip verrig, en gebruikte steenkool- en/of kookshanteerinstallasie en rubberverwerkingsinstallasie;
„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;

„Electrical Industry” in clause 3 of the Agreement;

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

by the employers upon whom any of the said provisions are binding in respect of employers, and upon those employers, in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.
(1058/164 B.)

INDUSTRIAL COUNCIL FOR THE ELECTRICAL INDUSTRY (NATAL).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, 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 definition 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, 1956, 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, 1956, 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, 1956;

“Abnormally dirty work” means work in connection with diesel engines from the crossed down, used marine boilers, furnaces, combustion chambers, smoke boxes, in bilges and in fuel tanks, performed on board ship, and used coal and/or coke handling plant and rubber processing plant;

“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;

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

„dagskof” behoudens die woordomskeywing hierin wat die „tweeskofstelsel” en „drieskofstelsel” dek, enige tydperk van hoogstens 8 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 1 nm. op Saterdag; met dien verstande dat as ’n werkgewer nie van sy werknemers vereis om op meer as vyf dae gedurende enige week te werk nie, dit enige sodanige tydperk van hoogstens 9 uur tussen 6 vm. en 6 nm. van Maandag tot en met Vrydag beteken;

„werktuigkundige vir huishoudelike toestelle” of „verkoelingswerktuigkundige” ’n werknemer wat een of meer van die volgende klasse werk verrig:—

Vasstelling van foute in, of aanwysings gee vir, of uitvoering van herstellings of verstellers van, of diensing, inmeekaarsit, oprig en/of installeer, of toesig hou oor die oprig en/of installeer van stowe, koelkaste, wasmasjiene, strykmasjiene en alle ander groot elektriese toestelle, finale toetse uitvoer, of toesig hou oor sulke werksaamhede, maar nie ’n werknemer wat koelkaste, stowe, of ander huishoudelike elektriese toestelle aan bestaande steeksokke aansluit nie;

„Elektriese Nywerheid” of „Nywerheid” die nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir enigen of almal van ondergemelde:—

- (a) Die ontwerp, bereiding, oprigting, installering, herstel en onderhoud van alle elektriese uitrusting, wat ’n integrerende en permanente deel van ’n gebou uitmaak, met inbegrip van enige bedrading, kabellaskwerk en kabellegging, die konstruksie van bogronde 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 bouwerk 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 enige bedrading, kabellaskwerk en kabellegging, die konstruksie van bogronde 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, kabellaskwerk en kabellegging, die oprigting van bogronde 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, kabellaskwerk en kabellegging, die oprigting van bogronde elektriese lyne en alle ander werksaamhede wat daarby hoort;

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

- (i) elektriese kables en bogronde lyne;
- (ii) generators, motore, konvertors, skakelaar- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), uitrusting vir elektriese verligting, verwarming, kook, verkoeling en afkoeling, huishoudelike elektriese uitrusting, primêre en sekondêre selle en batterye, transformators, oonduitrusting, radiotoestelle en verwante elektriese apparaat, sein-uitrusting 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 diensing van motorvoertuigbatterye;
- (iv) die vervaardiging, herstel en diensing van tikmasjiene en kantoortoeestelle;
- (v) die vervaardiging en/of monteer en/of installering en/of herstel en/of onderhoud van hysers en/of roltrappe;

„elektrisiën” ’n werknemer wat enigen van ondergenoemde werksaamhede verrig en wat ’n vakleerlingkontrak wat deur die Raad erken word, of ’n leerlingkontrak kragtens die Wet op Vakleerlinge uitgedien het, of ’n persoon bo die

„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 8 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 1 p.m. 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 9 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;

„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

ouderdom van 21 jaar wat in besit is van 'n sertifikaat wat deur die Raad erken of uitgereik is en hom in staat stel om vir sodanige werksaamhede in diens geneem te word:—

- Ankerwikkeling;
- kabellassing;
- elektriese apparate (herstel);
- elektriese installasie;
- aanleë van elektriese boggrondse lyne;
- elektriese bedrading;
- aanleg en/of onderhoud en/of diensing en/of inmeekaarsit van elektro-mediese apparate en X-straaluitrusting;
- telekommunikasie;
- installering en/of onderhoud van sein- en/of totalisator-uitrusting;
- „elektriese installering” die installeer en/of oprigting van enigeen van die artikels wat in die woordoms krywing van „elektrisiën” in hierdie artikel genoem word;
- „werknemer” ’n persoon wie se minimum loonskaal in hierdie Ooreenkoms voorgeskryf word, ’n werknemer wat kragtens vrystelling van hierdie Ooreenkoms of op voorwaardes wat deur die Raad vasgestel is, in diens is, of ’n werknemer wat volgens ’n vakleerlingkontrak wat deur die Raad erken word, in diens is;
- „bedryfsinrigting” elke plek waar die Nywerheid of ’n deel daarvan, soos hierin omskryf, uitgeoefen word;
- „aansporingsbonuswerk” werk waarvoor daar ooreenkomstig die bepaling van klousule 10 van Deel I van hierdie Ooreenkoms betaal word;
- „stelmasjien of setapparaat” ’n toestel wat presies die plek vasstel vir werk ten opsigte van die gereedskap en/of die gereedskap ten opsigte van die werk en of onderlinge posisie van onderdele terwyl hulle saamgevoeg word, ten einde artikels te vervaardig wat verwisselbaar is binne sekere spelings;
- „vakman” ’n werknemer wat ’n leerlingkontrak kragtens die Wet op Vakleerlinge of ’n vakleerlingkontrak wat deur die Nywerheidsraad erken word in enige van die klasse werk wat onder skaal 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;
- „militêre opleiding” die ononderbroke opleiding waartoe ’n werknemer ingevolge artikel een-en-twintig (1), gelees met subartikels (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957 (Wet No. 44 van 1957), verplig word, maar dit omvat geen opleiding wat hy ingevolge artikel drie-en-twintig van genoemde Wet uit eie keuse ondergaan nie en ook geen ander opleiding of diens wat hy vrywillig of uit eie keuse ondergaan nie;
- „n.e.g.” nie elders gespesifiseer nie;
- „nagskof” behoudens die woordoms krywing wat die „tweeskofstelsel” en „drieskofstelsel” hierin dek, elke tydperk van hoogstens 9 uur wat gewoonlik deur ’n werknemer gewerk word tussen die ure 6 nm. en 6 vm. vanaf die begintyd op Maandag tot die begintyd op Saterdag;
- „leerlingingenieur” en/of „erkende student” ’n persoon wat in besit is van die onderwyskwalifikasies wat deur die Raad erken word en wat verkry is aan ’n onderwysinrigting wat ook deur die Raad erken word, of ’n ingenieursgegradeerde aan ’n Suid-Afrikaanse universiteit of universiteitskollege, maar nie ’n persoon wat voorgeskrewe vakansieopleiding in die loop van sy studies ondergaan nie;
- „leipatroon” ’n toestel vir die aanwysing van die posisie van gate en/of 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 bedryfsinrigtings wat twee of drie skofte werk in ’n tydperk van 24 uur vir ’n enkele tydperk van nie minder as drie maande nie;
- „wag se werk” die oppas en/of patroleer van eiendom en/of ’n perseel;
- „masjien” enige toestel, ongeag die materiaal waarvan dit vervaardig is;
- „uurskaal en/of gewone uurskaal” die skaal per uur vir die klas werk in die bylaes van hierdie ooreenkoms vasgestel; met dien verstande dat waar ’n skaal „per week” gespesifiseer word, die uurskaal die „skaal per week” is van die werknemer, vir sy klas werk, gedeel deur die getal gewone ure in die betrokke bedryfsinrigting gewerk.

4. WERKURE.

- (1) (a) Die gewone werkure is hoogstens 45 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 woordoms krywings 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 ophoutyd en die werkure van sy werknemers 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 bepaling van hierdie Ooreenkoms besoldig moet

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;
- „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;
- „Military Training” means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957 (Act No. 44 of 1957), but does not include any training he may elect to undergo in terms of section twenty-three of the said Act, nor any other training or service for which he volunteers or which he elects to undergo.
- „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 9 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 rate per hour for the class of work scheduled in this agreement; provided that where a rate „per week” is specified, the hourly rate shall be the „rate per week” of the employee for his class of work, 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 45 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

word vir al die tyd wat die klok opteken wat binne die begin- en ophoutyd van die skof van daardie dag van die week val, soos deur die werkgewer aan sy werknemers ingevolge 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 werkgewer 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 skaal vir daardie klas werk wat in die bylaes van hierdie Ooreenkoms vasgestel 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 wisseling van skofte noodsaaklik is.

(6) Van geen werknemer kan vereis word en hy mag ook nie toegelaat word om sonder 'n ononderbroke pouse van minstens een uur, vir langer as vyf uur aaneen te werk nie. Werktydperke wat deur 'n pouse 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 sesuur nm. en sesuur vm.; of

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

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

(a) vir meer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as sestig dae in 'n jaar;

(d) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure, tensy sy—

(i) voor twaalfuur middag daarvan in kennis gestel is; of

(ii) van 'n behoorlike etc. voorsien word voordat sy met oortyd moet begin; of

(iii) betyds 'n toelae betaal word om haar in staat te stel om 'n etc. te verkry voordat die oortyd begin.

(8) Elke werkgewer moet in sy bedryfsinrigting op 'n plek wat maklik toeganklik vir sy werknemers is 'n kennisgewing vertoon wat die begin- en ophoutyd 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 vyfdaagse 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 vanaf die gewone begintyd op 'n gewone werkdag 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 vanaf die tyd waarop hy begin werk het tot die gewone begintyd van sy volgende gewone skof; met dien verstande dat 'n werknemer wat vir dringende werk uitgeroep word, in elk geval teen dubbel sy uurskaal betaal moet word vir tyd gewerk vanaf middernag 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 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 werk, 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 werk, 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

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 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) 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 on urgent maintenance and/or urgent repairs), works on a Sunday he shall be paid at double the hourly rate for the time worked with a minimum of double payment for the hours of a normal shift; provided that where the employer provides work to occupy

van 'n gewone skof, en die werknemer versuim 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 wat dringende onderhouds- en/of dringende herstelwerk doen (hieronder „dringende werk” genoem), moet vir werk op Sondae betaal word teen minstens dubbel die uurskaal vir die ure gewerk, met 'n minimum betaling van minstens vier uur se loon teen dubbelskaal.

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 oopthoud vir die skip te voorkom of noodsaaklik is vir die behoorlike werking daarvan.

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

- (a) vir die ure vóór middernag gewerk—teen dubbel die uurskaal van die skof;
- (b) ná middernag tot die voltooiing van die skof—teen die gewone uurskaal van die skof.

(8) Vir die toepassing van hierdie artikel is—

'n „gewone skof” een vyfde van die gewone weeklikse werkure van 'n bedryfsinrigting wat 'n vyfdaagse week werk of eensdes van die gewone weeklikse werkure van 'n inrigting wat 'n sesdaagse week 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 inrigtinge 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 bedryfsinrigting moet as oortyd gereken word en daarvoor moet betaal word teen 1½ maal 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 Werkgewer kan sy werknemers 'n kleiner getal ure as die gewone werkure van sy inrigting laat werk, as gevolg van—

(a) 'n tekort aan werk en/of materiaal, en in dié geval moet 'n werkgewer sy werknemers twee volle werkdag kennis gee van sy voorneme om korttyd te werk en vir so ver moontlik die beskikbare werk onder die werknemers wat geraak word, verdeel. As die werkgewer van die werknemer uitdruklik verlang dat hy hom op enige dag by die inrigting aanmeld om vas te stel of daar werk beskikbaar gemaak sal word, moet hy ten opsigte van so 'n dag minstens vier uur se werk verrig of betaling in plaas daarvan ontvang. As dit nie van die werknemer vereis word om by die inrigting te verskyn nie, moet die werkgewer 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 werkgewer se beheer. Ingeval die voornoemde omstandighede ontstaan, kan daar nie van die werkgewer vereis word om lone aan sy werknemers te betaal nie, uitgesonderd vir die tydperke wat werklik gewerk is; met dien verstande dat as 'n werkgewer van mening is 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 minstens vier uur se werk moet verrig of betaling in plaas daarvan moet ontvang.

(2) Mits die werkgewer 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 ingevolge klousule 28

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 four 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) 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.

(8) 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. SHIFTWORK.

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

(2) In order to be on night shift work, an employee must work three or more consecutive nights between 6 p.m. on Monday and 6 a.m. on Saturday in 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 of 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 completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for at one and one-half times the increased hourly rate until the usual starting time of the employee's next normal shift.

For the purpose 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, so 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

van hierdie deel van die Ooreenkoms eweredig met 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 oortydverdienste moet weekliks op Vrydag binne 15 minute na die gewone ophoudtyd 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 ingevolge 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 sy totale verdienste, betaling vir gewone tyd en oortyd, toelaes en aftrekkings aantoon.

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

(3) Behoudens 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 eetplekdiens, waar die aftrekking by aftrekorder toegestaan 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 siektebystand-, versekerings-, voorsorgs-, pensioenfondse of bydraes tot 'n ontspanningsfonds, of die koop van belastingdelgingsertifikate;

(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.

(f) Waar 'n werkgever 'n werknemer a.g.v. 'n klerklike of boekhou- of administratiewe of rekenfout meer besoldiging betaal as die bedrag wat wetlik betaalbaar is, is die werkgever geregtig om die oorbetalde bedrag te verhaal deur aftrekkings van daaropvolgende lone of verdienste, met die volgende voorbehoudsbepalings:

(i) Die aftrekkings kan van een of meer betalings van lone of verdienste geskied, maar geen enkele aftrekking mag 15 persent van die lone of verdienste oorskry waarvan dit afgetrek word nie.

(ii) Geen sodanige aftrekking moet geskied van enige verlofbetaling of verlofbonus wat ingevolge hierdie Ooreenkoms aan of die werknemer of die Raad betaalbaar is nie.

(iii) Geen sodanige aftrekking of aftrekkings moet geskied tensy die werkgever die werknemer ten tye van die eerste aftrekking skriftelik in kennis stel, en die Raad binne sewe dae vanaf die eerste aftrekking, van die omstandighede waaronder die oorbetalings geskied het, die bedrag wat dit behoort, en die bedrag van die voorgenome aftrekking of aftrekkings.

(g) Met die skriftelike toestemming van die werknemer, aftrekkings vir ledegeld aan 'n vakvereniging wat 'n party is by hierdie Ooreenkoms.

(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 BEDRYFSINRIGTINGS OP 'N GEWONE WERKDAG.

(1) Ondanks enigiets in hierdie Ooreenkoms kan 'n bedryfsinrigting gesluit word gedurende enige werktydperk wat vir dié bedryfsinrigting 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 bedryfsinrigting getref is.

(2) Wanneer 'n werknemer nie werk nie, weens die sluiting van die bedryfsinrigting 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 bepalinge van die Wet op Vakleëlinge, 1944, soos gewysig, is die bepalinge van hierdie artikel nie op vakleëlinge van toepassing nie.

(4) Ten opsigte van statutêre of geproklameerde openbare vakansiedae, uitgesonderd Nuwejaarsdag, Goëie Vrydag, Hemelvaartsdag, Gelofteedag en Kersdag waarop nie van werknemers vereis of hulle toegelaat word om te werk nie omdat die perseel gesluit word weens die beperking van besigheidsure vir enige wet, kan 'n bedrag eweredig met die gewone besoldiging vir die skof wat gewoonlik in die betrokke inrigting op daardie dag gewerk word, afgetrek word.

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) 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;

(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.

(f) Where an employer, due to clerical or accounting or administrative error, or miscalculation pays an employee any remuneration in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from subsequent wages or earnings subject to the following provisions:—

(i) The deductions may be made from one or more payments of wages or earnings, but no one deduction may exceed 15 per cent of the wages or earnings from which it is deducted.

(ii) No such deductions shall be made from any leave pay or leave bonus, payable under this Agreement, either to the employee or the Council.

(iii) No such deduction or deductions shall be made unless the employer, in writing notifies the employee at the time of the first deduction, and the Council, within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, the amount of the proposed deduction or deductions.

(g) With the written consent of the employee, deductions for subscriptions to a trade union which is a party to this Agreement.

(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) In respect of statutory or proclaimed public holidays, other than New Years Day, Good Friday, Ascension Day, 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, may be deducted.

10. AANSPORINGSBONUSWERK.

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

- (i) Die voorwaardes in hierdie Ooreenkoms vervat met betrekking tot oortyd, nagskofwerk en werk op Sondae en sekere openbare vakansiedae is van toepassing en moet bereken word op die skaal vir dié klas werk in die bylaes van hierdie Ooreenkoms vasgestel.
- (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 aanpassing wat ten gevolge 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 weens abnormale omstandighede verhinder word om sy werk te verrig en waartydens van die werknemer vereis word om hom vir werk gereed te hou, moet betaal word teen die skaal vir dié klas werk in die bylaes van hierdie Ooreenkoms vasgestel 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 bonus-verdienste bereken word nie.
- (vii) Geen betaling word gedoen vir vertragsing wat normaal is vir die betrokke bedryfsinrigting en waarmee by die vaststelling van die tydtoelating rekening gehou is nie.
- (viii) In alle gevalle moet aan die werknemer die skaal vir sy klas werk gewaarborg word, afgesien van die verdienste, vir die ure wat gewerk is.
- (ix) 'n Werknemer wat volgens 'n aansporingsbonussstelsel werk, moet op die gewone betaaldag van elke week besoldig word.
- (x) Geen aansporingsbonusskaal of basistye kan, nadat hulle vasgestel is, verander word nie, behalwe om die volgende redes:—
 - (1) 'n Fout in die berekening deur een van die partye; of
 - (2) 'n verandering van die materiaal, produksiemiddels of produksiemetodes of die hoeveelhede; of
 - (3) 'n onderlinge reëling getref tussen die werkgever en die werknemer op dieselfde manier as waarop 'n nuwe prys gereël word.

11. TOELAES.

(A) *Toelaes vir reis- en verblyfkoste.*—(1) Waar werk weg van die werkgever se bedryfsinrigting 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 tweedeklasreinkaartjie, uitgesoek oor voorstellike lyne, waarvoor die akkommodasie eerste klas of geskikte vervoer na en van die werk moet wees; met dien verstande dat 'n derdeklasreinkaartjie verskaf kan word in die geval van werknemers wie se werk in hierdie Ooreenkoms by skaal 8 tot en met 11 in die bylaes vasgestel is; met dien verstande dat hierdie subklousule nie op werknemers in die Elektrotegniese Konstruksieafdeling van die Nywerheid van toepassing is nie van wie, u.t. die aard van hulle werk, vereis word om 'n draadwerkerslisensie te besit ingevolge Wet No. 20 van 1939, tensy die afstand van die werkgever 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 werkure teen die gewone loonskaal besoldig word en teen die helfte van die gewone loonskaal buite die gewone werkure; met dien verstande dat waar, by onderlinge ooreenkoms, die werknemer sy eie vervoer gebruik, hy minstens 'n bedrag betaal word gelykstaande met 'n tweedeklasreinkaartjie, en daarbenewens die reistoelae betaal word ingevolge hierdie subklousule slegs vir daardie tydperk wat dit normaalweg sou geduur het as hy per spoor gereis het.

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

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

Waar geen hotel of ander geskikte akkommodasie binne 'n redelike afstand van die werkplek beskikbaar is nie, en akkommodasie op die terrein verskaf word, moet die werknemer 'n onderhoudstoelae van minstens 12.5s. (R1.25) per dag betaal word en sodanige akkommodasie moet 'n bed en matras op die terrein insluit. Waar die werkgever etes verskaf op die terrein, hoef hy nie 'n onderhoudstoelae te betaal nie, maar die standaard van etes wat verskaf word, moet gelykwaardig wees met die toelae wat betaal sou gewees het. Werknemers wie se werk onder

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 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 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) 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 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 rate 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 11 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) Where 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, provided that where by mutual arrangement the employee uses his own transport, he shall be paid not less than the equivalent second-class rail fare, and shall in addition be paid the travelling allowance in terms of this sub-clause in respect of that period only which would ordinarily have been taken had he travelled by rail.

(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. Where no hotel or other suitable accommodation is available within a reasonable distance of the working place and accommodation is supplied on site, the employee shall be paid a subsistence allowance of not less than 12.5s. (R1.25) per day, and such accommodation shall include a bed and mattress on site. Where board is supplied by the employer on site he shall not be required to pay a subsistence allowance but the standard of meals provided shall be commensurate with the allowance that would have been paid.

skale 8 tot en met 11 in die bylaes van hierdie Ooreenkoms vasgestel is, moet van etes en huisvesting, wat slaapbanke insluit, voorsien word.

Die bepaling van hierdie subartikel is nie van toepassing waar daar onderling skriftelik ooreengekom is tussen die werkgewer en die werknemer dat die werknemer se woonplek verander het na dié van die nuwe werkplek nie.

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

(6) Wanneer diens eindig terwyl 'n werkgewer van 'n werknemer vereis 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 bepaling 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 nodig het 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 watter die gouste is, 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 hierdie 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 weer 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 op 'n bedrag van 10s. (R1) ten opsigte van elke bedryfsinrigting waarin hy werk bo en behalwe ander besoldiging waarop hy ingevolge die bepaling 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 bedryfsinrigting terug te keer, hy op geen verdere toelae ten opsigte van so 'n tweede besoek geregtig is nie.

(C) *Toelae vir buitengewoon vuil werk* (vir „buitengewoon vuil werk” soos in hierdie ooreenkoms omskryf):—

(1) Waar 'n werknemer (uitgesonderd 'n werknemer wat uitdruklik as 'n skoonmaker in diens is) buitengewoon vuil werk moet verrig, moet hy, benewens enige ander besoldiging waarop hy geregtig is ingevolge hierdie Ooreenkoms, 'n toelae betaal word van 2.0s. (R0.20) per skof of gedeelte daarvan.

(2) Waar 'n werknemer die ure van 'n gewone skof van buitengewoon vuil werk voltooi het, moet hy as hy minstens vier uur oortyd werk op buitengewoon vuil werk, 'n verdere 2.0s. (R0.20) betaal word.

(D) *Hoogtetoelae*.—Waar 'n werknemer, uitgesonderd 'n werknemer wat uitdruklik vir sodanige werk in diens is, werk op skepe verrig op 'n hoogte van meer as 20 voet bokant die vlak van die boonste dek en/of sodanige werk aan die buitekant van bestaande geboue en/of bouwerke verrig bokant 'n onbekommerde val van 20 voet wat die gebruik van 'n hangsteier, bootsmanstoel, of dakskui fleer genoodsaak, is by benewens enige ander besoldiging waarop hy geregtig is ingevolge hierdie Ooreenkoms, geregtig op 'n bedrag van 10 persent van sy basiese uurskaal, vir elke uur of gedeelte van 'n uur waarin hy aldus in diens is.

12. DIENSBEEINDIGING.

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

(a) Die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder opsegging te beëindig weens enige gegronde rede wat by wet as voldoende erken word;

(b) enige ooreenkoms tussen 'n werkgewer en werknemer waarby voorsiening vir 'n langer diensopseggingstyd as een volle werkdag gemaak word;

en voorts met dien gemaak dat 'n werkgewer aan 'n werknemer 'n loon kan betaal vir en in plaas van die voorgeskrewe diensopseggingstyd of dié waaroor ooreengekom is.

(2) Wanneer die kontrak beëindig kan word deur een volle werkdag se diensopsegging, en die werknemer versuim om die diens op te se of sodanige opseggingstyd te werk, kan die werkgewer loon en lewenskostetoelae vir die ure van 'n gewone skof in die betrokke bedryfsinrigting 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 ophoudtyd op Saterdag moet voor 12-uur middag op Vrydag gegee word.

13. VERLOF MET BESOLDIGING.

(1) Behalwe in die geval van werknemers op aansporingsbonuswerk, moet die verlofbetalings waarvoor in hierdie klousule voorsiening gemaak word, bereken word teen die uurskaal wat

Employees whose work is scheduled in this Agreement at Rates 8 to 11 inclusive shall be provided with board and lodging accommodation which shall include sleeping bunks.

The provisions of this sub-section shall not apply where it has been mutually agreed in writing between the employer and the employee that the employee's place of domicile has changed to that of the new working place.

(5) For the purpose of this clause, Saturday and Sunday shall be treated as ordinary working days.

(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. (R1) 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.

(C) *Abnormally Dirty Work Allowance* (for “abnormally dirty work” as in this Agreement defined):—

(1) Where an employee (other than an employee expressly engaged as a cleaner) is required to work on abnormally dirty work, he shall be paid an allowance in addition to any other remuneration to which he is entitled under this Agreement of 2.0s. (R0.20) per shift or part thereof.

(2) Where an employee has completed the hours of an ordinary shift on abnormally dirty work, he shall, when he works overtime on abnormally dirty work for not less than four hours, be paid a further 2.0s. (R0.20).

(D) *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 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 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.

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. PAID LEAVE.

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this clause shall be computed at the hourly rate of which the employee is in receipt

die werknemer op die laaste dag van elke maand diens ontvang, of teen die uurskaal wat die werknemer op die datum van diensbeëindiging ontvang.

(2) Verlofbetalings aan werknemers op aansporingsbonuswerk moet bereken word op die gemiddelde weeklikse verdienste, uitgesonderd oortydverdienste, oor die laaste drie maande wat werklik op aansporingsbonuswerk gewerk is voordat die verlof verskuldig geword het of voor sy diens beëindig is, of, indien die tydperk korter as 3 maande is, dan oor die getal weke wat werklik gedurende sodanige korter tydperk gewerk is.

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

(a) Die kwalifikasie vir die verlof met besoldiging (het sy vir of meer werkgewers 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 werkgewer 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 doeleindes van verlof met besoldiging gereken word nie; met dien verstande dat 'n werknemer van wie die diens 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, beëindig word, gekrediteer moet word met die getal skofte wat hy werklik gewerk het, vir die doeleindes van verlof met besoldiging;

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

(iii) tydperke van afwesigheid weens siekte wat altesaam hoogstens 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 bepaalde kwalifiseertyd vir verlof met besoldiging word vir verlof met besoldiging meegereken; met dien verstande dat 'n werkgewer 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 werknemer se diens, moet vir verlofdoeleindes meegereken word; met dien verstande dat aangeneem word dat die ongeluk binne die bepalinge van die Ongevallewet val en die tydperke van afwesigheid wat vir doeleindes van verlof met besoldiging meegereken word die tydperke van ongeskiktheid is wat by genoemde Wet erken word;

(iv) mits kennis van sodanige afwesigheid skriftelik binne sewe dae na die beëindiging van sodanige afwesigheid deur die werkgewer aan die Raad gegee word, moet 'n werknemer wat sonder voldoende rede ter bevrediging van sy werkgewer 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 kwalifikasie vir verlof met besoldiging gewerk het, met 'n maksimum straf van 30 skofte in enige bepaalde kwalifiseertydperk vir verlof met besoldiging 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 of ophopings daarvan, waarvoor voorsiening in klousule 14 van hierdie deel van die Ooreenkoms gemaak is, tel vir doeleindes van verlof met besoldiging ten getalle van die skofte wat normaalweg gedurende hierdie tydperke deur die betrokke werknemer gewerk sou gewees het.

(b) Die verlof moet vier naweke insluit en moet aaneenlopend wees.

(c) Ingeval Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Kersdag of Nuwejaarsdag binne die tydperk van verlof met besoldiging val, word dié tyd verleng met een dag teen volle besoldiging vir elk van daardie dae.

(d) Ingeval 'n werknemer wat deur sy werkgewer verplig word om weg van sy gewone woonplek af te werk, op die punt staan om sy verlof met besoldiging 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 vanaf die datum waarop hy op verlof geregtig word, aansoek daarom doen.

(f) Die verlof moet binne vier maande vanaf die datum waarop dit verskuldig word, deur die werkgewer toegestaan word.

(g) 'n Werknemer moet sy verlof neem en is daarop geregtig binne 'n tydperk van vier maande vanaf die datum waarop dit hom toekom, tensy vrystelling deur die Raad verleë is.

(h) Geen werknemer mag, solank hy met verlof is, enige loontrekkende werk verrig nie.

on the last day of each month of employment or at the hourly rate of which the employee is in receipt at the date of termination of employment.

(2) Leave 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 leave becoming due, or to termination of employment, or if the period be less than three months, then such lesser period, over the number of weeks actually worked.

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

(a) The qualification for the paid leave (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 leave 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 leave 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 the purposes of the paid leave 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 leave 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 leave 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 leave 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 leave 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 leave to the extent of the number of shifts which would normally have been worked during those periods by the employee concerned.

(b) The leave period shall include four week-ends and be for one unbroken period.

(c) Should, New Years Day, Good Friday, Ascension Day, the Day of the Covenant or Christmas Day fall within the period of the paid leave, the leave 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 leave the leave 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 leave shall be made by an employee within one month of the date he becomes entitled thereto.

(f) The leave 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 leave 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 leave.

(4) (a) As 'n werknemer op die punt staan om met verlof te gaan, moet die geld aan hom verskuldig vir doeleindes van die verlof, sodra hy met sy werk ophou om met verlof te gaan, by die kantore van die Nywerheidsraad gedurende die voorgeskrewe ure aan hom betaal word.

(b) Wanneer die werknemer met jaarlikse verlof gaan, moet die werkgever aan die Raad 'n verlofbewys stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en die werknemer se handtekening dra vir bewyslewing. Die bewys moet die bedrae uiteensit wat ingevolge subklousule (5) van hierdie klousule aan die Raad gestuur is.

(5) Voor of op die vyfde dag, of as sodanige dag 'n Sondag of openbare vakansiedag is, die sesde dag van elke kalendermaand, moet die werkgever aan die Raad die bedrae van verlofbesoldiging stuur, bereken op die wyse in subklousule (1) van hierdie klousule bepaal, wat opgeloopte het vir elke werknemer ten opsigte van diens gedurende die voorafgaande maand, en die bedrag aldus gestuur, moet die totaal van die bedrae wees wat sou opgeloopte het indien die bedrae op elke betaaldag van die betrokke maand gestuur sou gewees het, ondanks die moontlikheid dat die besoldiging wat op een van die betaaldae betaal is, vir werk kon gewees het wat in 'n ander maand verrig is.

Die geldsending moet vergesel gaan van 'n staat in 'n vorm wat deur die Raad goedgekeur is.

(6) Ingeval die diens van 'n werknemer beëindig word voordat hy op verlof met besoldiging geregtig word ingevolge subklousule (3) van hierdie klousule, moet hy met die getal skofte wat hy gewerk het, gekrediteer word, en die werkgever moet hom, wanneer hy sy diens verlaat, van 'n bewys voorsien waarop die getal skofte wat vir verlofdoeleindes tel en wat hy gewerk het, en die bedrag aan verlofbesoldiging waarop hy geregtig is, aangegeef word, en die saldo van die verlofbesoldiging waarop die werknemer geregtig is wat nog nie ingevolge subklousule (5) gestuur is nie, onverwyld aan die Raad stuur.

(7) Ingeval 'n werknemer te sterwe kom of in die loop van sy diens onbekwaam raak om sy beroep uit te oefen, is die bedrag aan hom vir verlof verskuldig, betaalbaar aan sy boedel of aan homself, na gelang van die geval.

14. BYKOMENDE VERLOFBESOLDIGING.

(1) Behoudens subklousule (3) hiervan, is 'n werknemer wat na die datum waarop hierdie Ooreenkoms van krag word, gekwalifiseer vir sy tiende of daaropvolgende verlof met besoldiging wat voortspruit uit ononderbroke diens by dieselfde werkgever, soos bepaal ingevolge klousule (13) (3) van Deel I van hierdie Ooreenkoms, op daardie datum en elke jaar daarna, terwyl hy in die diens van dieselfde werkgever is, geregtig op 'n ekstra week verlof met besoldiging as dit vir die werkgever geleë is, of op die gelyke waarde daarvan; met dien verstande dat daar by onderlinge reëling tussen werkgever en werknemer—

(i) die verlof met besoldiging 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 oplooptotdat hy vir drie van daardie ekstra weke verlof met besoldiging kwalifiseer.

(2) Wanneer die werkgever en werknemer die reëling aangaan soos in subklousule (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 werkgever 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 werkgever en werknemer ooreenkoms, die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgeloopte verlof te neem in die tydperk voordat hy vir sy volgende verlof met besoldiging kwalifiseer, en wanneer die werknemer versuim om die opgehoopte verlof binne daardie tydperk te neem, verbeur hy sy reg daarop.

(3) Waar 'n werknemer wat kwalifiseer vir sy tiende verloftydperk met besoldiging ingevolge subklousule (1) in die diens van die betrokke werkgever was vir slegs 'n deel van die kwalifiserende tydperk vir die eerste verlof met besoldiging, is hy geregtig op 'n gedeelte van die ekstra week verlof of die gelyke waarde daarvan *pro rata* met die verlofkwalifikasie wat hy by daardie werkgever voltooi het t.o.v. die eerste verlof met besoldiging. By kwalifisering vir enige daaropvolgende verlof met besoldiging is die bepaling van subklousule (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) 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 dié ekstra verlof met besoldiging waarvoor hy gekwalifiseer het, maar nog nie ontvang het nie.

15. VERLOFBONUS.

Vir die toepassing van hierdie klousule is—

„verlofkwalifikasie” die kwalifikasie vir die verlof met besoldiging voorgeskryf in klousule 13 van hierdie 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.

(4) (a) When an employee is about to take his leave the moneys payable to him for the purpose of such leave shall be paid to him on his ceasing work to go on leave at the offices of the Industrial Council during the prescribed hours.

(b) The employer shall at the time that the employee proceeds on annual leave forward to the Council a leave Voucher drawn up in a form acceptable to the Council and bearing the employee's signature for verification purposes. The Voucher shall set forth the amounts which have been remitted to the Council in terms of sub-clause (5) of this clause.

(5) Not later than the fifth day, or if such day be a Sunday or Public Holiday, the sixth day of each calendar month the employer shall remit to the council the amount of leave pay computed in the manner provided for in sub-clause (1) of this clause which have accrued to each employee in respect of employment during the previous month and the amount so remitted shall be the total of the amounts which would have accrued had the amounts been remitted on each pay day of the month, concerned, notwithstanding that the remuneration paid on one of the pay days may have been in respect of work performed during another month.

The remittance shall be accompanied by a statement in a form approved of by the Council.

(6) When the employment of an employee terminates before he becomes entitled to paid leave in terms of sub-clause (3) of this clause he shall be credited with the number of shifts he has worked and the employer shall furnish him at the time he leaves his service with a voucher setting out the number of shifts counting for leave purposes which he has worked, and the amount of leave pay to which he is entitled and immediately remit to the Council the balance, which has not already been remitted in terms of sub-clause (5) of the leave payments to which the employee is entitled.

(7) When an employee dies or is in the course of his work incapacitated from continuing at his trade, the amount which is due in respect of leave pay shall be payable to his estate or himself as the case may be.

14. ADDITIONAL LEAVE PAY.

(1) Subject to sub-clause (3) hereof an employee qualifying after the date of coming into operation of this agreement for his tenth or subsequent consecutive paid leave deriving from continuous employment with the same employer as provided for in terms of clause (13) (3) of Part I of this Agreement, shall, at that date and each year thereafter, whilst in the employ of the same employer, be entitled to an extra week's paid leave at the employers convenience or to the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

(i) the paid leave 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 weeks paid leave.

(2) Whenever the employer and employee come to the arrangement provided for in sub-clause (1) (ii) and the employee has qualified for three such extra weeks paid leave (hereinafter referred to as „the accumulated leave”) the employer shall take the accumulated leave when he is given and takes the paid leave 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 paid leave, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(3) Where an employee qualifying for his tenth paid leave in terms of sub-clause (1) was in the employ of the employer concerned for part only of the qualifying period for the first paid leave, he shall be entitled to a proportion of the extra week's leave or the equivalent value thereof *pro rata* to the leave qualification completed with that employer in respect of the first paid leave. On qualification for any subsequent consecutive paid leave, the provisions of sub-clauses (1) and (2) of this clause shall *mutatis mutandis* apply.

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

15. LEAVE BONUS.

For purposes of this clause—

„leave qualification” shall be the qualification for the paid leave 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) Wanneer sy verloffbesoldiging aan 'n werknemer betaal word op wie hierdie klousule van toepassing is, moet 'n bonus terselfdertyd soos volg aan hom betaal word:—

Klas.

Bonus betaalbaar.

Klas A—

- (i) Gekwalifiseerde werknemers wie se uurskaal in hierdie Ooreenkoms gespesifiseer gelykstaan met 3·4167s. (34·167c) per uur of meer op die datum van kwalifikasie vir hulle verloff met besoldiging;
- (ii) werknemers as leerlinge in diens op die datum waarop hierdie Ooreenkoms van krag word, of in diens in beroep word voor besoldiging volgens ondervinding geskied, wie se uurskaal in hierdie Ooreenkoms gespesifiseer, gelykstaan met 3·4167s. (34·167c) per uur of meer op die datum waarop hulle vir hulle verloff met besoldiging kwalifiseer

Klas B—

Alle ander werknemers wat nie by Klas A hiervan ingesluit is nie (uitgesonderd vakleerlinge, werknemers in diens op werk geklassifiseer teen. Skale 8 tot 11, of wagte).

(2) Voor of op die vyfde dag of, as sodanige dag 'n Sondag of openbare vakansiedag is, die sesde dag van elke kalendermaand moet die werkgewer die bedrae van verloffbonus wat bereken is op die wyse bepaal in subklousule (1) van hierdie klousule, aan die Raad stuur, nl. dié bedrae wat opgeloopt het vir elke werknemer t.o.v. diens gedurende die vorige maand, en die bedrag aldus gestuur, moet die totaal wees van die bedrae wat sou opgeloopt het indien die bedrae op elke betaaldag van die betrokke maande gestuur sou gewees het, ondanks die moontlikheid dat die besoldiging wat op een van die betaaldae betaal is, vir werk kon gewees het wat in 'n ander maand verrig is. Die geldsending moet vergesel gaan van 'n staat in 'n vorm wat deur die Raad goedgekeur word.

(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 klousule 17 van hierdie deel van die Ooreenkoms met betrekking tot die geldekwivalent van die krediet ten opsigte van verloff met besoldiging, *mutatis mutandis* van toepassing.

(4) Geen bonus moet gekrediteer word vir dienstydsperke wat ingevolge klousule 13 (3) (a) (i) van hierdie deel van die Ooreenkoms nie vir die verloff met besoldiging tel nie.

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

16. BESOLDIGING VIR SEKERE OPENBARE VAKANSIEDAE.

(1) As 'n werknemer nie op Goeie Vrydag, Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet hy teen sy gewone uurskaal vir die gewone werke vir daardie dag van die week besoldig word; met dien verstande dat so dikwels as wat Geloftedag, Kersdag, Hemelvaartsdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, teen sy gewone uurskaal besoldig moet word vir die getal ure waarvoor hy besoldig sou geword het as die vakansiedae 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 skaal vir die klas werk wat in die bylaes van hierdie Ooreenkoms vasgestel is.

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

(3) So dikwels as wat 'n werknemer op Goeie Vrydag Hemelvaartsdag, Geloftedag, Kersdag of Nuwejaarsdag werk, moet hy besoldig word vir die getal 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 uurskaal besoldig word vir tyd tot die genoemde getal ure gewerk; daarna moet hy teen driemaal die uurloon besoldig word tot die gewone begintyd die volgende dag.

17. BESOLDIGING 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 besoldiging uit die bedrag in sy krediet van sodanige bedrag as wat

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

Class.

Bonus Payable.

Class A—

- (i) Qualified employees whose hourly rate specified in this Agreement is the equivalent of 3·4167s. (34·167c) per hour or more at date of qualification for their paid leave
- (ii) employees employed at the date of coming into operation of this Agreement as learners or employed in occupations remunerated according to experience whose hourly rate specified in this Agreement is the equivalent of 3·4167s. (34·167c) per hour or more at date of qualification for their paid leave.

A leave bonus of £40 (R80) per annum calculated *pro rata* to the leave qualification completed after the date on which the employee last qualified for paid leave or, whichever is the later, from the date of his engagement.

Note.—Shifts or periods of absence which count for leave purposes in terms of clause 13 (3) (a) (iii) of this part of the agreement must be included in the calculation of the money due.

Class B—

All other employees not included in Class A hereof (other than apprentices, employees employed on work classified at Rates 8 to 11 or watchmen.)

An amount calculated at the rate of 6½ per cent of the employee's hourly rate for his occupation scheduled in this Agreement for the hours, exclusive of overtime, he has actually worked towards his leave qualification after the date on which he last qualified for paid leave or the date of his engagement, whichever is the later.

(2) Not later than the fifth day or if such a day be a Sunday or Public Holiday the sixth day of each calendar month the employer shall remit to the Council the amounts of leave bonus computed in the manner provided for in sub-clause (1) of this clause which have accrued to each employee in respect of employment during the previous month and the amount so remitted shall be the total of the amounts which would have accrued had the amounts been remitted on each pay day of the months concerned, notwithstanding that the remuneration paid on one of the pay days may have been in respect of work performed during another month. The remittance shall be accompanied by a statement in a form approved of by the Council.

(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 clause 17 of this part of the agreement relating to the money equivalent of the paid leave 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 leave.

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

16. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, Ascension Day, 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, Ascension 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 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 leave provided for in this part of the Agreement.

(3) Whenever an employee works on Good Friday, Ascension Day, 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 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

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 besoldiging kragtens subklousule (1) eis en ontvang, moet, wanneer hy weer werk in die Nywerheid kry, begin om te kwalifiseer vir verlof vanaf die datum van sodanige werkverkryging; met dien verstande dat as daar enige onopgeëiste saldo in sy krediet ingevolge subklousule (1) staan, hy met die verlofekuivalent van sodanige saldo gekrediteer moet word.

18. INDIENSNEEMING VAN LEERLINGE.

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

(b) Enige 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 loonskaal wat vir die betrokke werk voorgeskryf word.

(c) As goedkeuring kragtens (b) hiervan ingetrek word, moet die werkgever die sertifikaat onverwyld 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 skaal 1 geklassifiseer is behalwe 'n werknemer wat sy vakleerlingskap volgens kontrak ingevolge die Wet op Vakleerlinge of volgens 'n ander kontrak wat deur die Raad erken word in enigeen van die klasse werk onder Skaal 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 skaal 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 hierdie klousule is nie op leerlingingenieurs van toepassing nie.

19. INDIENSNEEMING 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 bedryfsinrigting te onderneem nie, behalwe wanneer daardie werk vir uitvoering of voltooiing van 'n bestelling wat by daardie werkgever geplaas is, verrig moet word.

(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, werk 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 enige werkgever of werknemer vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen. Aansoek om vrystelling moet aan die Sekretaris van die Nywerheidsraad gerig word; met dien verstande dat geen vrystelling van paragraaf (i) van subklousule (7) van klousule 4 van hierdie Ooreenkoms verleen mag word aan of ten opsigte van 'n vroulike werknemer wat handaarbeid 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 goedduke en nadat een week skriftelik kennis aan die betrokke persoon gegee is, 'n vrystellingsertifikaat kan intrek, selfs al het die termyn waarvoor daardie vrystelling verleen is, nie verstryk nie.

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

- die naam van die betrokke persoon voluit;
 - die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - die voorwaardes waarop daardie vrystelling verleen word;
 - die termyn waarvoor die vrystelling van krag is.
- (4) Die Raad moet—
- alle sertifikate wat uitgereik word, in volgorde nommer;

as may be determined by the Council from time to time or, whichever is the lesser, the amount standing to its 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 obtaining 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 this clause 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 fifteen 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) 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 (i) 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—

- the full name of the person concerned;
 - the provisions of the Agreement from which exemption has been granted;
 - the conditions subject to which such exemption is granted;
 - the period during which the exemption shall operate;
- (4) The Council shall cause—
- all licences issued to be numbered consecutively;

- (b) van elke sertifikaat wat uitgereik word, 'n afskrif hou en van elke sertifikaat wat uitgereik word, 'n afskrif stuur aan die Afdelingsinspekteur van Arbeid, Durban;
- (c) 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur wanneer die vrystelling aan 'n werknemer verleen word.

22. INDIENSNEMING VAN VAKVERENIGINGARBEID.

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

- (a) werknemers wat werk verrig wat onder skaal 1 in die bylaes van hierdie Ooreenkoms genoem word, en wat vir lidmaatskap van die vakverenigings in aanmerking kom; en
- (b) ander werknemers vir wie in die Ooreenkoms 'n loon van 3s. 5d. (34c) en meer per uur voorgeskryf word, as daardie werknemers vir 'n tydperk van minstens ses maande in die Nywerheid in diens was en vir lidmaatskap van die vakverenigings ooreenkomstig hul konstitusies in aanmerking kom.

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

(3) Afgesien van die regte van 'n persoon ingevolge artikel een-en-veertig (10) van die Wet, kan die Raad om 'n goeie en voldoende rede vrystelling van die bepalings van subklousule (1) verleen en voorts is 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 werkgewers in die Nywerheid moet die erkende ure soos vir werknemers in hierdie Ooreenkoms voorgeskryf, nakom.

24. GETALVERHOUDING VAN ELEKTRISIËNS TOT WERKSMANNE.

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

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

27. AGENTE.

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

28. LEWENSKOSTETOELAES.

(1) (i) Die uurskale wat in die bylaes van hierdie Ooreenkoms vasgestel is, word geag die lewenskostetoelae in te sluit wat betaalbaar is ingevolge die bepalings van Oorlogsmaatregel No. 43 van 1942, soos voortgesit by die Wysigingswet op die voortsetting van Oorlogsmaatregels (Wet No. 39 van 1959), soos gewysig, en benewens dié en benewens enige ander besoldiging waarop die werknemer reg het, moet elke werkgewer aan elkeen van sy werknemers (uitgesonderd vakleerlinge wat onder 'n kontrak dien wat by die Wet op Vakleerlinge, 1944, soos gewy-

(b) a copy of each licence issued to be retained and a copy of each licence issued to be forwarded to the Divisional Inspector of Labour, Durban;

(c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

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 3s. 5d. (34c) per hour and more is prescribed in the Agreement if such employees have been employed in the Industry for a period of not less than six months and are eligible for membership of the trade unions in accordance with their constitutions.

(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) Apart from the rights of a person in terms of section fifty-one (10) of the Act, the Council may grant exemption from the provisions of sub-clause (1) for any good and sufficient reason and further, the said sub-clause 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 clause 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. 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 hourly rates scheduled in this Agreement shall be deemed to include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942 as continued by the War Measure Continuation Amendment Act (Act No. 39 of 1959) as amended, 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

sig, geregistreer is, en werknemers vir wie spesiale bepalinge in deel II van hierdie Ooreenkoms gemaak is), 'n lewenskostoelae soos volg betaal:—

Klas.	Loongroep.	Toelae per week as Indeks-syfer = 92·9.	Aanpassings.
I	Bo £7. 6s. 0d. (146s.) of R14.60 per week— (i) In Streke "A", "B", "C" en "E"	£3. 15s. 1d. (75·083s.) of R7.50·83c	±0·583s. of 5·83c vir elke ± volle 0·226 van 'n pond punt waarmee die indeks bo of onder 92·9 styg of daal.
	(ii) In Streek "D"	£3. 11s. 4d. (71·333s.) of R7.13·33c	
II	Bo £5. 8s. 4d. (108·333s.) of R10.83·33c per week maar hoogstens £7. 6s. 0d. (146s.) of R14.60 per week	£3. 5s. 8d. (65·666s.) of R6.56·66c	±0·5s. of 5c vir elke ± volle 0·226 van 'n punt waarmee die indeks bo of onder 92·9 styg of daal.
III	Bo £3. 3s. 0d. (63s.) of R6.30 per week maar hoogstens £5. 8s. 4d. (108·333s.) of R10.83·33c per week	£1. 13s. 6d. (33·5s.) of R3.35	±0·25s. of 2·5c vir elke ± volle 0·226 van 'n punt waarmee die indeks bo of onder 92·9 styg of daal.
IV	£3. 3s. 0d. (63s.) of R6.30 per week en minder	£1. 12s. 6d. (32·5s.) of R3.25	±0·25s. of 2·5c vir elke ± volle 0·226 van 'n punt waarmee die indeks bo of onder 92·9 styg of daal.

Met dien verstande dat wanneer die toelae voorgeskryf by Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewys, meer is as die lewenskostoelae in hierdie subklousule voorgeskryf, die werknemers geregtig is op en aan hulle benewens die lewenskostoelae in hierdie Ooreenkoms vervat, die verskil tussen die Oorlogsmaatreëltoelae en sodanige lewenskostoelae betaal moet word soos voorgeskryf in hierdie klousule tesame met 'n bedrag van £2. 6s. of R4.60.

(ii) Die weeklikse toelae betaalbaar aan 'n werknemer ingevolge hierdie klousule kan eweredig verminder word volgens enige tydperk van afwesigheid van werk; met dien verstande dat as die afwesigheid te wyte is aan siekte of 'n ongeskiktheid wat binne die bestek van die bepalinge van Ongevallewet val en die betrokke werknemer nie deur die Siektebystandfonds 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 Siektebystandfonds van die Elektrotegniese Nywerheid van toepassing is, is geregtig op 'n lewenskostoelae 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, lewenskostoelae eweredig betaalbaar is vir enige dag of dae wat nie erken word as vergoedbaar ingevolge genoemde Wet tot 'n maksimum van drie dae se lewenskostoelae nie.

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

(v) Lewenskostoelae is betaalbaar—

(a) gedurende enige tydperk van verlof met besoldiging en elke werkgewer betaal 'n eweredige gedeelte daarvan gedurende die kwalifiserende tyd;

(b) vir Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Kersdag en Nuwejaarsdag eweredig met die gewone werkure van die inrigting vir daardie dag van die week.

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

(2) Enige aanpassing in die skaal van lewenskostoelae wat voortspruit uit 'n wysiging van die indeks-syfer, moet toegepas word vanaf die eerste betaaldag in die maand wat volg op die publikasie in die *Staatskoerant* van die Kennisgewing waarin die wysiging bekendgemaak word.

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

(4) „Indeks” beteken die beswaarde gemiddelde verbruikers-prysindeks-syfer vir die nege gebiede vir alle items soos deur die Direkteur van Sensus en Statistiek bepaal en van tyd tot tyd gepubliseer in die *Staatskoerant*.

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 = 92·9	Adjustments.
I	Exceeding £7. 6s. 0d. (146s.) or R14.60 per week— (i) In Regions "A", "B", "C" and "E" (ii) In Region "D"	£3. 15s. 1d. (75·083s.) or R7.50·83c. £3. 11s. 4d. (71·333s.) or R7.13·33c.	±0·583s. or 5·83c. for each ± completed 0·226 of a point variation in index above or below 92·9.
II	Exceeding £5. 8s. 4d. (108·333s.) or R10.83·33c. per week but not exceeding £7. 6s. 0d. (146s.) or R14.60 per week	£3. 5s. 8d. (65·666s.) or R6.56·66c.	±0·5s. or 5c for each ± completed 0·226 of a point variation in index above or below 92·9.
III	Exceeding £3. 3s. 0d. (63s.) or R6.30 per week but not exceeding £5. 8s. 4d. (108·333s.) or R10.83·33c. per week	£1. 13s. 6d. (33·5s.) or R3.35	±0·25s. or 2·5c for each ± completed 0·226 of a point variation in index above or below 92·9.
IV	£3. 3s. 0d. (63s.) or R6.30 per week and under	£1. 12s. 6d. (32·5s.) or R3.25	±0·25s. or 2·5c for each ± completed 0·226 of a point variation in index above or below 92·9.

Provided that, in the event of the allowance prescribed under War Measure No. 43 of 1942 as amended from time to time, exceeding the cost of living allowance prescribed in this sub-clause, the employees shall, in addition to the cost of living allowance in this Agreement contained be entitled to and be paid the difference between the War Measure allowance and such cost of living allowance prescribed in this clause together with an amount of £2. 6s. or R4.60.

(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 Allowance shall be payable—

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

(b) for Good Friday, Ascension Day, 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 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 leave credit.

(2) Any adjustment in the rate of the cost of living allowance consequent upon a variation of the index shall be effected on the first pay day in the month after publication in the *Government Gazette* of the Notice reflecting such variation.

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

(4) "Index" means the weighted average Consumer Price Index number of the nine areas for all items as assessed and published from time to time by the Director of Census and Statistics in the *Government Gazette*.

(5) Ten einde vas te stel in welke loongroep 'n werknemer geag word te val, is die skaal in die bylae vir die klas werk van daardie werknemer, vermenigvuldig deur 45, sy klas.

29. REGISTRASIE VAN WERKGEWERS.

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

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

(i) sy naam voluit;

(ii) adres;

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

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

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

(iii) 'n Werkgewer wat versuim om hom ingevolge hierdie klousule by die Raad te laat registreer, word geag 'n bedryfsinrigting te bestuur vir elektrotegniese aannemings- en/of installleer- en/of onderhoudswerk en/of diensing van elektriese uitrusting, n.e.g., soos bepaal in bylaes in Deel III van hierdie Ooreenkoms.

(2) Wanneer die werkgewer '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 werkgewer moet ooreenkomstig die volgende skaal tot die Raadsfonds bydra:—

Klas.	KOLOM A.	KOLOM B.	KOLOM C.
	Loongroep.	Werk-nemers-bydraes.	Werk-gewers-bydraes.
I	Werknemers wie se voorgeskrewe loon 5·026s. of 50·26c per uur is of meer.....	s. d. sent.	s. d. sent.
II	Werknemers wie se voorgeskrewe loon 3·792s. of 37·92c per uur of meer is, maar minder as 5·026s. of 50·26c.....	1 0 10	1 0 10
III	Werknemers wie se voorgeskrewe loon 1·022s. of 10·22c per uur of meer is, maar minder as 3·792s. of 37·92c.....	0 9 7½	0 9 7½
IV	Werknemers wie se voorgeskrewe loon minder as 1·022s. of 10·22c per uur is, en minder-jariges in aangewese bedrywe gedurende die tyd waarin hulle sonder vakleerlingkontrak is.....	0 6 5	0 6 5
V	Algemene arbeiders en vakleerlinge.....	0 2 2	0 2 2
		— —	0 1 1

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

(3) By die bedrae wat aldus van die lone van sy werknemers afgetrek word, moet elke werkgewer die bedrae wat in kolom C van die tabel voorkom, voeg en die totale som, tesaam met die 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 is subklousule (1), (2) en (3) hiervan betaalbaar is nie, of die totale bedrag wat kragtens subklousule (3) betaalbaar is, minder as £1 of R2 bedra, moet die totale bedrag wat in subklousule (3) genoem word, deur die werkgewer aangevul word deur 'n bedrag wat die totaal £1 of R2 vir elke maand maak.

(5) Afsien daarvan of enige bedrag ingevolge hierdie klousule aan die Raad betaalbaar is, moet elke werkgewer voor of op die 15de dag van elke maand, ten opsigte van die voorgaande maand en op die wyse daarin aangedui, die staat in subklousule (3) genoem, aan die Raad stuur.

(5) For the purpose of ascertaining into which wage group an employee shall be deemed to fall the rate scheduled for the class of work of that employee multiplied by 45 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 sub-paragraph (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.	COLUMN B.	COLUMN C.
	Wage Group	Employee's Contribution.	Employer's Contribution.
I	Employees whose prescribed rate is 5·026s. or 50·26c per hour or over.....	s. d. cents.	s. d. cents.
II	Employees whose prescribed rate is 3·792s. or 37·92c per hour or more but less than 5·026s. or 50·26c.....	1 0 10	1 0 10
III	Employees whose prescribed rate is 1·022s. or 10·22c per hour or more but less than 3·792s. or 37·92c.....	0 9 7½	0 9 7½
IV	Employees whose prescribed rate is less than 1·022s. or 10·22c per hour and minors employed in designated trades during the probationary period.....	0 6 5	0 6 5
V	General labourers and apprentices.....	0 2 2	0 2 2
		— —	0 1 2

(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 £1 or R2 the total amount referred to in sub-clause (3) shall be supplemented by the employer by such amount as to make a total of £1 or R2 in each month.

(5) Regardless of whether any amount is payable to the Council in terms of this clause every employer shall, by not later than the 15th day of each month forward to the Council in respect of the preceding month, and in the manner indicated therein the statement referred to in sub-clause (3).

31. VERBOD INDIENSNEEMING.

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 betaling van besoldiging en die nakoming van die voorwaardes wat hy sou moes betaal of nakom as sodanige indiensneming nie verbied was nie, en die werknemer moet voortgaan om sodanige besoldiging te betaal en sodanige 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 op die werkgewer te perseel, van gereedskap wat die private eiendom van sy vakman-, vakleerling- en masjienwerknemers is. Die maksimum dekking vir versekering van gereedskap ingevolge hierdie klousule is £25 of R50 per bogenoemde werknemer.

33. VERBOD OP SESSIE.

Geen eis hoegenaamd deur enige werknemer teen die Raad mag gesedeer word nie en geen voorgenome sessie daarvan is vir die Raad bindend nie.

DEEL II.

SPESIALE VOORWAARDES MET BETREKKING TOT BEPAALDE SOORTE ARBEID HIERIN GENOEM.

Ondanks enigiets in hierdie bepalings vervat, is die bepalings met betrekking tot „Werkure” (klousule 4), „Oortyd en besoldiging vir werk op Sondae” (klousule 5) en „Besoldiging vir sekere Openbare Vakansie” (klousule 16), „Verlof met Besoldiging” (klousule 13), „Verlofbonus” (klousule 15) en „Lewenskostetoelae” (klousule 28), „Bykomende Verlofbesoldiging” (klousule 14), „Besoldiging gedurende Werkloosheid” (klousule 17) van deel I van die Ooreenkoms nie van toepassing nie op werknemers wat in diens is op werk geklassifiseer teen Skale 8 tot en met 11 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 45 uur, etenstye uitgesonderd, in 'n week te werk, of
 - (b) langer as agt uur, etenstye uitgesonderd, op 'n dag te werk; met dien verstande dat in 'n bedryfsinrigting waarin die werknemers gewoonlik op hoogstens vyf dae per week werk van 'n werknemer op enige werkdag vereis of hy toegelaat kan word om vir 'n verdere tydperk van hoogstens 1 uur te werk.
- (2) Die maksimum oortyd wat gewerk kan word, mag nie tien uur per week te bowe gaan nie.
- (3) Van 'n werknemer mag nie vereis en hy mag nie 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 6-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 soos volg oortyd te werk nie—
 - (a) vir meer as twee uur op 'n dag;
 - (b) op meer as drie agtereenvolgende dae;
 - (c) op meer as 60 dae in 'n jaar;
 - (d) 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 bedryfsinrigting 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 etenstye aangegee word.

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 or R50 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 payment for “Certain Public Holidays” (clause 16) “Paid Leave” (clause 13) “Leave Bonus” (clause 15) “Cost of Living Allowance” (clause 28) “Additional Leave 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 11 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 45 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 the employee does not ordinarily work on more than five days in the week, an employee may on any working day be required or permitted to work for an additional period of not exceeding one hour.
- (2) The maximum overtime that may be worked shall not exceed ten hours per week.
- (3) An employee shall not be required or permitted to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purpose of this clause periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.
- (4) Notwithstanding the provisions of this 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 the completion of her ordinary working hours for more than one hour on any day unless she has been—
 - (i) given notice thereof before midday; or
 - (ii) provided with an adequate meal before she has to commence overtime; or
 - (iii) 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 BESOLDIGING VIR WERK OP SONDAG.

(1) Tyd deur werknemers gewerk na voltooiing van die gewone skof moet as oortyd beskou word en daarvoor moet betaal word teen minstens een en 'n half maal die gewone uurskaal van die betrokke werknemer.

(2) As 'n werknemer op 'n Sondag werk, moet sy werkgever (a) die werknemer soos volg betaal:—

(i) As hy aldus werk vir 'n tydperk van hoogstens vier uur, minstens die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) as hy aldus werk vir 'n tydperk van meer as vier uur, besoldiging teen 'n skaal van minstens dubbel sy gewone besoldigingskaal vir die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens dubbel die gewone betaalbare besoldiging is vir die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van die grootste bedrag; of

(b) die werknemer besoldig teen 'n skaal van minstens een en 'n derde maal sy gewone besoldigingskaal vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan, en hom daarvoor besoldig teen 'n skaal van minstens sy gewone besoldigingskaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

3. SKOFWERK.

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

(2) Om op nagskofwerk te wees, moet 'n werknemer drie of meer agtereenvolgende nagte tussen 6 nm. op Mandag en 6 vm. op Saterdag in dieselfde week gewerk het.

(3) Minstens ses uur moet verloop tussen die diens van 'n werknemer op nagskof en op dagskof; met dien verstande dat 'n werknemer gedurende sodanige tussentydperk van ses uur kan werk as vir oortyd teen een en 'n half maal die uurskaal betaal word.

(4) In bedryfsinrigtings waarvolgens 'n tweeskofstelsel of 'n drieskofstelsel gewerk word, moet besoldiging soos volg geskied:—

(a) *Tweeskofstelsel.*—Werk wat gewoonlik in die tweede skof verrig word—

(i) wanneer die ure vir die hele skof uitsluitlik binne enige tydperk van 6 nm. tot 6 vm. val, teen die gewone uurskaal plus 8 persent;

(ii) wanneer die ure vir die hele skof nie uitsluitlik binne enige tydperk van 6 nm. tot 6 vm. val nie, teen die gewone uurskaal plus 4 persent tot middernag, en na middernag teen die gewone uurskaal plus 8 persent.

(b) *Drieskofstelsel.*—Werk wat gewoonlik in die—

(i) tweede skof verrig word, teen die gewone uurskaal plus 4 persent;

(ii) derde skof verrig word, teen die gewone uurskaal plus 8 persent.

(5) Tyd wat werknemers op skofstelsels werk na voltooiing van die gewone skof in die betrokke bedryfsinrigting, moet as oortyd beskou word en daarvoor moet teen een en 'n half maal die verhoogde uurskaal betaal word tot die gewone begintyd van die werknemer se volgende gewone skof.

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

4. BESOLDIGING VIR SEKERE OPENBARE VAKANSIEDAE.

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

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

5. VERLOF MET BESOLDIGING.

(1) (a) 'n Werkgever moet, ooreenkomstig die bepalings van paragrawe (b), (c) en (d), aan elke werknemer in sy diens vir elke tydperk van twaalf maande diens by hom, afwesigheidsverlof toestaan met volle besoldiging vir minstens twee opeenvolgende weke.

(b) 'n Werkgever moet sodanige verlof toestaan vanaf 'n datum wat hy vasstel, maar nie later nie as vier maande na die verstrekking van genoemde tydperk van twaalf maande diens; met dien verstande dat as 'n werknemer skriftelik daartoe ingestem het voor die verstrekking van genoemde tydperk van vier maande, sy werkgever hom sodanige verlof kan toestaan vanaf 'n datum nie later nie as twee maande na die verstrekking van genoemde tydperk van vier maande.

2. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS.

(1) Time worked by employees after the completion of the usual shift shall be regarded as overtime and be paid for at not less than one and one-half times the ordinary rate per hour of the employee concerned.

(2) Whenever an employee works on a Sunday, his employer shall—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday, and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

3. SHIFT WORK.

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

(2) In order to be on night shift work, an employee must work three or more consecutive nights between 6 p.m. on Monday and 6 a.m. on Saturday in 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 completion of the usual shift in the establishment concerned shall be regarded as overtime and be paid for at one and one-half times the increased hourly rate until the usual starting time of the employee's next normal shift.

For the purpose 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.

4. PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, Ascension Day, 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, Ascension Day, 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.

5. PAID LEAVE.

(1) (a) An employer shall grant, in accordance with the provisions of paragraphs (b), (c) and (d), to every employee employed by him in respect of each period of twelve months' employment with him, leave of absence on full pay of not less than two consecutive weeks.

(b) An employer shall grant such leave as from a date fixed by him but not later than four months after the termination of the said period of twelve months' employment; provided that if an employee has agreed thereto in writing before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

(c) 'n Werkgewer mag nie verlof toestaan dat dit saamval met enige tydperk waarin die werknemer onder kennisgewing van diensbeëindiging staan nie of (behalwe op skriftelike versoek van die werknemer) dat dit saamval met enige tydperk waartydens die werknemer militêre opleiding ondergaan nie.

(d) Vir elke openbare vakansiedag in klousule (4) van hierdie deel van hierdie ooreenkoms genoem, wat in die tydperk van sodanige verlof val, moet die werkgewer 'n werkdag by die genoemde tydperk voeg as 'n verdere tydperk van afwesighedsverlof met volle besoldiging.

(2) Elke werknemer aan wie verlof kragtens subklousule (1) toegestaan is, moet t.o.v. dié verlof voor of op die laaste werkdag voor die aanvang van genoemde tydperk, betaling van sy werk-gewer ontvang.

(3) By beëindiging van 'n werknemer se diens moet sy werk-gewer hom—

(a) sy volle besoldiging betaal vir enige tydperk van verlof wat vir hom opgeloopt het maar nie aan hom toegestaan is voor die datum van diensbeëindiging nie; en

(b) een twaalfde van sy volle besoldiging vir twee weke vir elke voltooide maand diens by die werkgewer na die datum waarop hy voorheen op verlof geregtig geword het ingevolge subklousule (1) of, in die geval van 'n werknemer wat vir minder as twaalfde maande in diens was, na die aanvangsdatum van sy diens: Met dien verstande dat 'n werk-gewer nie verplig is om ingevolge hierdie paragraaf sodanige besoldiging te betaal aan 'n werknemer wat sy diens verlaat sonder om kennis te gee van te gewerk het in die tydperk van die behoorlike kennisgewing van diensbeëindiging nie, tensy hy by versuim om sodanige kennis van diensbeëindiging te gee of om in sodanige tydperk te werk, binne sy wetlike regte gehandel het.

(4) Enige tydperk waarin 'n werknemer—

(a) ingevolge subartikel (1) met verlof is; of

(b) militêre opleiding ondergaan; of

(c) volgens opdrag of op versoek van die werkgewer van die werk afwesig is; of

(d) a.g.v. siekte van die werk afwesig is word by die toepassing van subklousules (1) en (3) diens geag te wees: Met dien verstande dat—

(i) die bepaling van paragraaf (d) nie van toepassing is nie op enige tydperk van afwesigheid a.g.v. siekte van langer as drie agtereenvolgende dae as die werknemer versuim om na 'n versoek om sodanige sertifikaat deur die werkgewer 'n sertifikaat deur 'n mediese praktisyn voor te lê dat hy deur siekte verhoed is om sy werk te doen, of vir daardie gedeelte van enige totale tydperk van afwesigheid a.g.v. siekte gedurende twaalf maande diens wat langer is as dertig dae;

(ii) van enige werknemer wie se werkgewer by enige wet verplig word om vir die sorg en behandeling van werknemers voorsiening te maak terwyl hulle siek of beseer is, nie vereis moet word om 'n sertifikaat deur 'n mediese praktisyn voor te lê vir enige tydperk van afwesigheid in subparagraaf (i) genoem nie.

(5) Enige bedrag wat aan 'n werknemer ingevolge subklousule (2) of subklousule (3) van hierdie klousule betaal word, moet bereken word teen 'n besoldigingskaal 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. By die toepassing van hierdie klousule sluit „betaling” of „besoldiging” ook enige lewenskostoelae in wat betaal of betaalbaar is aan 'n werknemer ingevolge enige wet of andersins.

(6) Vir die berekening van verlof wat ingevolge hierdie klousule verskuldig is, word die aanvang van diens die datum geag te wees waarop die werknemer by sy werkgewer in diens tree of die datum waarop hy laas op jaarlikse verlof geregtig geword het, na gelang van die jongste datum.

6. LEWENSKOSTETOELAE.

(1) 'n Werkgewer moet aan elkeen van sy werknemers, benewens ander besoldiging waarop die werknemer geregtig is, en op dieselfde tyd wanneer die werknemer gewoonlik sy ander besoldiging ontvang, 'n lewenskostoelae betaal wat bereken is op sy gewone weeklikse besoldiging in ooreenstemming met die volgende tabelle:—

(a) Waar die werkgewer etes verskaf en 'n bedrag daarvoor van die werknemer se besoldiging afgetrek word—

Totale gewone weeklikse besoldiging na aftrekking slegs vir etes.	Weeklikse Lewenskostoelae.	Sjielings. R c
Tot en met 20s. of R2.00.....	9.25 0 92½	
Bo 20s. of R2.00 maar hoogstens 25s. of R2.50	11.50 1 15	
Bo 25s. of R2.50 maar hoogstens 30s. of R3.00	12.25 1 22½	
Bo 30s. of R3.00 maar hoogstens 35s. of R3.50	15.25 1 52½	
Bo 35s. of R3.50 maar hoogstens 40s. of R4.00	17.25 1 72½	
Bo 40s. of R4.00 maar hoogstens 45s. of R4.50	19.25 1 92½	
Bo 45s. of R4.50 maar hoogstens 50s. of R5.00	23.25 2 32½	
Bo 50-6s. of R5.00 maar hoogstens 55s. of R5.50	28.40 2 84	
Bo 55-8s. of R5.50 maar hoogstens 60s. of R6.00	33.00 3 30	
Bo 60-9s. of R6.00 maar hoogstens 65s. of R6.50	35.25 3 52½	

(c) An employer shall not grant leave to be concurrent with any period during which the employee is under notice of termination of employment or (except at the written request of the employee) to be concurrent with any period during which the employee is undergoing military training.

(d) For every public holiday referred to in clause (4) of this part of this Agreement that falls within the period of such leave, the employer shall add a work-day to the said period as a further period of leave of absence on full pay.

(2) Every employee to whom leave is granted under sub-clause (1) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(3) Upon termination of an employee's employment his employer shall pay to him—

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

(b) one-twelfth of his full pay for two weeks 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 (1) or, in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment: Provided that an employer shall not be obliged to pay, in terms of this paragraph, such pay to an employee who leaves his employment without having given, and worked during the period the appropriate notice of termination of employment, unless in failing to give such notice or to work during such period he was acting within his legal rights.

(4) Any period during which an employee—

(a) is on leave in terms of sub-section (1); or

(b) is undergoing military training; 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 (1) and (3): Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails after request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during twelve months of employment which is in excess of thirty days;

(ii) any employee whose employer is by any law required to provide for the care and treatment of employees while sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(5) Any amount paid to an employee in terms of sub-clause (2) or sub-clause (3) of this clause shall be calculated at the rate of remuneration 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. For purposes of this clause "pay" or "remuneration" includes any cost of living allowance which is paid or payable to an employee in terms of any law or otherwise.

(6) For the purpose 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.

6. COST OF LIVING ALLOWANCE.

(1) 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 calculated on his ordinary weekly remuneration in accordance with the following tables:—

(a) Where board is supplied by the employer and an amount is deducted from the employee's remuneration in payment therefor—

Total Ordinary Weekly Remuneration after Deduction for Board only.	Weekly Cost of Living Allowance.
Shillings. R c	
Up to and including 20s. or R2.00.....	9.25 0 92½
Above 20s. or R2.00 but not exceeding 25s. or R2.50.....	11.50 1 15
Above 25s. or R2.50 but not exceeding 30s. or R3.00.....	12.25 1 22½
Above 30s. or R3.00 but not exceeding 35s. or R3.50.....	15.25 1 52½
Above 35s. or R3.50 but not exceeding 40s. or R4.00.....	17.25 1 72½
Above 40s. or R4.00 but not exceeding 45s. or R4.50.....	19.25 1 92½
Above 45s. or R4.50 but not exceeding 50-6s. or R5.06.....	23.25 2 32½
Above 50-6s. or R5.06 but not exceeding 55-8s. or R5.98.....	28.40 2 84
Above 55-8s. or R5.98 but not exceeding 60s. or R6.90.....	33.00 3 30
Above 60s. or R6.90 but not exceeding 75s. or R7.50.....	35.25 3 52½

Totale gewone weeklikse besoldiging na aftrekking slegs vir etes.

	Weeklikse Lewenskoste-toelae.	
	Sjielings.	R c
Bo 75s. of R7.50 maar hoogstens 80s. of R8.00	38-50	3 85
Bo 80s. of R8.00 maar hoogstens 90s. of R9.00	42-50	4 25
Bo 90s. of R9.00 maar hoogstens 100s. of R10.00	46-50	4 65
Bo 100s. of R10.00 maar hoogstens 110s. of R11.00	50-50	5 05
Bo 110s. of R11.00 maar hoogstens 120s. of R12.00	55-00	5 50
Bo 120s. of R12.00 maar hoogstens 130s. of R13.00	59-50	5 95
Bo 130s. of R13.00	66-50	6 65

(b) Waar die werkgewer nie etes verskaf nie—

Totale gewone weeklikse besoldiging voor aftrekkings, indien daar enige gedoen word.

	Weeklikse Lewenskoste-toelae.	
	Sjielings.	R c
Tot en met 20s. of R2.00	10-75	1 07½
Bo 20s. of R2.00 maar hoogstens 25s. of R2.50	13-00	1 30
Bo 25s. of R2.50 maar hoogstens 30s. of R3.00	13-75	1 37½
Bo 30s. of R3.00 maar hoogstens 35s. of R3.50	16-75	1 67½
Bo 35s. of R3.50 maar hoogstens 40s. of R4.00	18-75	1 87½
Bo 40s. of R4.00 maar hoogstens 45s. of R4.50	20-75	2 07½
Bo 45s. of R4.50 maar hoogstens 50-6s. of R5.06	24-75	2 47½
Bo 50-6s. of R5.06 maar hoogstens 59-8s. of R5.98	29-90	2 99
Bo 59-8s. of R5.98 maar hoogstens 69s. of R6.90	34-50	3 45
Bo 69s. of R6.90 maar hoogstens 75s. of R7.50	36-75	3 67½
Bo 75s. of R7.50 maar hoogstens 80s. of R8.00	40-00	4 00
Bo 80s. of R8.00 maar hoogstens 90s. of R9.00	44-00	4 40
Bo 90s. of R9.00 maar hoogstens 100s. of R10.00	48-00	4 80
Bo 100s. of R10.00 maar hoogstens 110s. of R11.00	52-00	5 20
Bo 110s. of R11.00 maar hoogstens 120s. of R12.00	56-50	5 65
Bo 120s. of R12.00 maar hoogstens 130s. of R13.00	61-00	6 10
Bo 130s. of R13.00	63-00	6 80

Met dien verstande dat—

- waar 'n werknemer van bogenoemde klasse ingestem het om etes van sy werkgewer aan te neem, die werkgewer hoogstens 6s. (60c) per week slegs vir etes kan aftrek, en dit is die maksimum aftrekking wat kragtens Tabel (a) hierbo gemaak kan word;
- in enige geval waar 'n werknemer van vry etes voorsien word, lewenskostetoelae betaalbaar is teen die skaal in Tabel (a) voorgeskryf vir die loongroep waarin sodanige werknemer val;
- geen aftrekking mag vir huisvesting gemaak word wanneer 'n werknemer se loongroep vasgestel word nie, en waar 'n werknemer deur sy werkgewer slegs van huisvesting voorsien word, is lewenskostetoelae betaalbaar teen die skaal in Tabel (b) voorgeskryf vir die loongroep waarin sodanige werknemer val;
- die weeklikse loongroep in Tabelle (a) en (b) oortyd uitsluit.

(2) Die regulasies wat die betaling van lewenskostetoelae reël wat aangegee word as betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, soos voortgesit by die Wysigingswet op die Voortsetting van Oorlogsmaatreëls (Wet No. 39 van 1959), soos gewysig, is, waar nie strydig hiermee nie, *mutatis mutandis* van toepassing om die betaling van lewenskostetoelae onder hierdie afdeling te reël.

7. DIENSSERTIFIKAAT.

Wanneer 'n werknemer by beëindiging van sy diens daarom vra, moet 'n werkgewer die werknemer van 'n dienssertifikaat voorsien wat die name van die werkgewer 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 werkgewer by diensverandering voor te lê ten einde geregtig te word op die besoldiging wat volgens duur van diens voorgeskryf word.

DEEL III.

LONE EN/OF VERDIENSTE.

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

Total Ordinary Weekly Remuneration after Deduction for Board only.

	Weekly Cost of Living Allowance.	
	Shillings.	R c
Above 75s. or R7.50 but not exceeding 80s. or R8.00	38-50	3 85
Above 80s. or R8.00 but not exceeding 90s. or R9.00	42-50	4 25
Above 90s. or R9.00 but not exceeding 100s. or R10.00	46-50	4 65
Above 100s. or R10.00 but not exceeding 110s. or R11.00	50-50	5 05
Above 110s. or R11.00 but not exceeding 120s. or R12.00	55-00	5 50
Above 120s. or R12.00 but not exceeding 130s. or R13.00	59-50	5 95
Above 130s. or R13.00	66-50	6 65

(b) Where board is not supplied by employer—

Total Ordinary Weekly Remuneration before Deductions, if any, are made.

	Weekly Cost of Living Allowance.	
	Shillings.	R c
Up to and including 20s. or R2.00	10-75	1 07½
Above 20s. or R2.00 but not exceeding 25s. or R2.50	13-00	1 30
Above 25s. or R2.50 but not exceeding 30s. or R3.00	13-75	1 37½
Above 30s. or R3.00 but not exceeding 35s. or R3.50	16-75	1 67½
Above 35s. or R3.50 but not exceeding 40s. or R4.00	18-75	1 87½
Above 40s. or R4.00 but not exceeding 45s. or R4.50	20-75	2 07½
Above 45s. or R4.50 but not exceeding 50-6s. or R5.06	24-75	2 47½
Above 50-6s. or R5.06 but not exceeding 59-8s. or R5.98	29-90	2 99
Above 59-8s. or R5.98 but not exceeding 69s. or R6.90	34-50	3 45
Above 69s. or R6.90 but not exceeding 75s. or R7.50	36-75	3 67½
Above 75s. or R7.50 but not exceeding 80s. or R8.00	40-00	4 00
Above 80s. or R8.00 but not exceeding 90s. or R9.00	44-00	4 40
Above 90s. or R9.00 but not exceeding 100s. or R10.00	48-00	4 80
Above 100s. or R10.00 but not exceeding 110s. or R11.00	52-00	5 20
Above 110s. or R11.00 but not exceeding 120s. or R12.00	56-50	5 65
Above 120s. or R12.00 but not exceeding 130s. or R13.00	61-00	6 10
Above 130s. or R13.00	68-00	6 80

Provided that—

- Where an employee of the above classes has agreed to accept board from his employer the employer may deduct not more than 6s. (60c) per week for board only, and this is the maximum deduction which may be made under Table (a) above;
- In any case in which an employee is supplied with board free of charge, cost of living allowance shall be payable at the rate prescribed in Table (a) for the wage group in which such an employee falls;
- No deduction may be made on account of lodging in determining an employee's wage group, and where an employee is provided by his employer with lodging only, cost of living allowance shall be payable at the rate prescribed in Table (b) for the wage group in which such an employee falls;
- The weekly wage group in Tables (a) and (b) shall exclude overtime.

(2) The regulations regulating the payment of cost of living allowances proclaimed as payable in terms of War Measure No. 43 of 1942 as continued by the War Measure Continuation Amendment Act (Act No. 39 of 1959) as amended, shall, where not inconsistent herewith, *mutatis mutandis* apply to regulate the payment of cost of living allowances under this section.

7. CERTIFICATE 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) Van geen werknemer kan dit as deel van sy dienskontrak vereis word om etes of huisvesting 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 etes of huisvesting of albei van sy werkgever aan te neem, mag sy werkgever, behoudens die bepalinge van subklousule (3) hiervan, hoogstens 9s. (90c) per week aftrek wanneer etes en huisvesting verskaf word of hoogstens 6s. (60c) per week slegs vir etes of 3s. (30c) per week slegs vir huisvesting mits sodanige huisvesting deur die Raad of die betrokke plaaslike owerheid goedgekeur is.

(3) Die bepalinge van subklousule (2) het nie die uitwerking dat dit die besoldiging van enige werknemer wat algemene arbeid verrig, d.w.s. die besoldiging wat hy op die datum van inwerkingtreding van hierdie Ooreenkoms ontvang, terwyl sodanige werknemers by dieselfde werkgever in diens bly, verminder nie.

(4) Geen werknemer mag in 'n week teen verskillende besoldigingskaale in diens wees op meer as een beroep wat in die bylaes van hierdie Ooreenkoms vasgestel is nie, tensy besoldiging betaal word asof so 'n werknemer vir daardie hele week in diens was in die beroep waarvoor die hoogste besoldiging betaal word; 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 bedryfsinrigting in diens is nie, die plaasvervangende werknemer teen die hoër skaal besoldig moet word slegs vir die tyd wat hy werklik in die hoër besoldigde beroep gewerk het. Enige plaasvervangende tyd van minder as die helfte van 'n skof altesaam in 'n week word nie gereken vir besoldiging teen die hoër skaal nie.

(5) '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 skaal ontvang terwyl hy by dieselfde werkgever in diens is op dieselfde werk of enige ander werk waarvoor 'n laer skaal voorgeskryf word.

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

BYLAE A.

LOONBEPALINGS VAN TOEPASSING TENSY ELDERS GESPESEIFISEER.

Skaal 1.

Vakman se werk:—

Elektrisiërswerk.....	} Loon per uur vir werk geklassifiseer onder skaal 1 in tabel van Loonskaal.
Ankerwikkeling.....	
Elektriese verbindingwerk (tegnies).....	
Telefoonelektrisiërswerk.....	
Werktuigkundige by X-stralen elektro-mediese werk.....	

Skaal 2.

Installering van intertelefone (elektroniese uitrusting uitgesonderd):—

Eerste ses maande ondervinding.....	} Loon per uur vir werk geklassifiseer onder Skaal 2 in tabel van Loonskaal.
Tweede ses maande ondervinding.....	
Derde ses maande ondervinding.....	
Daarna.....	

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

Skaal 3.

Bediening van balanseermasjiene... Loon per uur vir werk geklassifiseer onder Skaal 3 in tabel van Loonskaal.

Skaal 7.

Alle werksaamhede i.v.m. ankerwikkeling deur gebruik te maak van voorafgevormde spoel (uitgesonderd verbind en/of toets) wat nodig is vir die herwikkeling van generators en motore van oor 250 lb. maar van hoogstens 750 lb. (bruto gewig van voltooide produk) of anders masjiene waarvan die perdekrag bepaal is deur die formule—

$$„P.K. = \frac{O.P.M.}{30} \dots\dots \text{Loon per uur vir werk geklassifiseer onder Skaal 7 in tabel van Loonskaal.}$$

(2) No employee shall be required as part of his contract of service to accept board or lodging or both from his employer or 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, subject to sub-clause (3) hereof, deduct not more than 9s. (90c) per week when board and lodging is provided or not more than 6s. (60c) per week for board only or 3s. (30c) per week for lodging only provided such lodging has been approved by the Council and the local authority concerned.

(3) The provisions of sub-clause (2) shall not operate to reduce the remuneration any employee employed on general labouring is receiving at the date of coming into operation of this Agreement, while such employee remains in the service of the same employer.

(4) 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.

(5) 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.

(6) 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.

SCHEDULE A.

WAGE PROVISIONS APPLICABLE UNLESS ELSEWHERE SPECIFIED.

Rate 1.

Journeyman's work:—

Electrician's work.....	} Rate per hour for work classified at Rate 1 in table of Wage Rates.
Armature winding.....	
Electrical communications....	
Technician's work.....	
Telephone electrician's work..	
X-Ray and electro-medical mechanic's work.....	

Rate 2.

Intercommunication telephone installation (excluding electronic equipment):—

First six months of experience.....	} Rate per hour for work classified at Rate 2 in table of Wage Rates.
Second six months of experience.....	
Third six months of experience.....	
Thereafter.....	

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

Rate 3.

Operating Balancing Machine... Rate per hour for work classified at Rate 3 in table of Wage Rates.

Rate 7.

All armature winding operations using pre-formed coils (excluding connecting up and/or testing) required in the re-winding 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—

$$„H.P. = \frac{R.P.M.}{30} \dots\dots \text{Rate per hour for work classified at Rate 7 in table of Wage Rates.}$$

Skaal 7 (b).

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

„P.K. = $\frac{O.P.M.}{100}$
Bandwikkeling en/of toe-
draai van spoel en/of
buis.....

Loon per uur vir werk geklassifiseer onder Skaal 7 (b) tabel van Loonskaal.

OPMERKING.—Werknemers kan alleen in diens geneem word vir die werk wat in Skale 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 Skaal 1 tot 1 (een) werknemer wat in diens geneem word vir ankerwikkelingswerk teen Skale 7 en/of 7 (b).

Skaal 9.

Wikkel en/of vastrek van stator-
en/of rotorlusse met die hand
en/of krotmasjiene wanneer die
masjiene voorberei en gestel
word deur 'n Skaal 1-werk-
nemer.....
Eerste ses maande ondervinding
Daarna.....

Loon per uur vir werk geklassifiseer onder Skaal 9 in tabel van Loonskaal.

Skaal 10.

Uitgloei en vernis van bedekte
draad.....
Mika en/of isoleerbuis en/of
buis 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 lamelleer-
ogies stamp.....
Motore en/of spoel spuit.....
Eerste ses maande ondervinding..
Daarna.....

Loon per uur vir werk geklassifiseer onder Skaal 10 in tabel van Loonskaal.

Skaal 11.

Spoelente en/of geleiers skoon-
maak en vertin.....
Koper knippe aan vormers maak
Spoel vernis met kwas of deur in
te doop.....
Masjiene skoonmaak.....
Lamellerings skoonmaak.....
Isolering van draadente afstroop
Op windsels afstroop.....
In soldeerpot vertin.....

Loon per uur vir werk geklassifiseer onder Skaal 11 in tabel van Loonskaal.

Wag se werk..... 50s. of R5.00 per week.

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

(b) Ingeval minder as die getal uur in (a) voorgeskryf, gewerk word, moet die weeklikse loon *pro rata* verminder word.

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

Basiese loon per week.

Dryf van voertuie—	Sjiellings.	R	c
(i) Dryf van stoomwa.....	136·916	13	69·16
(ii) Dryf van 'n ander voertuig wat gelisen- seer is vir 'n loonvrag tot en met—			
1 ton.....	60·00	6	00
Oor 1 ton tot en met 3 ton.....	70·00	7	00
Oor 3 ton tot en met 5 ton.....	97·00	9	70·00
Oor 5 ton tot en met 7 ton.....	126·16	12	61·6
Oor 7 ton.....	136·916	13	69·16

OPMERKING.—(a) Die uurloon van 'n voertuigdrywer word bereken deur die weekloon wat hierin voorgeskryf word deur 45 te deel.

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

Rate 7 (b).

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

„H.P. = $\frac{R.P.M.}{100}$
Taping and/or wrapping
coils and/or tubes.....

Rate per hour for work classified at Rate 7 (b) in table of Wage Rates.

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 em-
ployee.....
First six months of experience..
Thereafter.....

Rate per hour for work classified at Rate 9 in table of Wage Rates.

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
First six months of experience..
Thereafter.....

Rate per hour for work classified at Rate 10 in table of Wage Rates.

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.....
Cleaning of machines.....
Cleaning of laminations.....
Stripping insulation from wire
ends.....
Stripping of old windings.....
Tinning in solder pot.....
Watchman's work.....

Rate per hour for work classified at Rate 11 in table of Wage Rates.

50s. or R5.00 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) above being worked, the rate per week shall be reduced *pro rata*.

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

Vehicle driving—

Basic Rate per Week.

	Shillings.	R	c
(i) Driving of steamwagon.....	136·916	13	69·16
(ii) Driving of any other vehicle authorised to carry a pay load up to and including—			
1 ton.....	60·00	6	00
Over 1 ton and up to 3 tons.....	70·00	7	00
Over 3 tons and up to 5 tons.....	97·00	9	70·00
Over 5 tons and up to 7 tons.....	126·16	12	61·6
Over 7 tons.....	136·916	13	69·16

NOTE.—(a) The hourly rate of a vehicle driver shall be calculated by dividing the weekly wage herein specified by 45.

(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.

Leerlingingenieurs en/of goedgekeurde studente:—

Basiese loon per week.

	Sjellings.	R	c
Eerste leerlingjaar.....	83-00	8	30-0
Tweede leerlingjaar.....	118-33	11	83-3
Daarna.....	138-33	13	83-3

BYLAE B.

Elektrotegniese aannemings- en/of installeer- en/of onderhoudswerk en/of diensing van en/of werk aan elektriese uitrusting, n.e.g.—
Skaal 1 (n.e.g.).

Elektrisiërswerk.....
Ankerwikkeling.....
Kabellassing.....
Elektriese apparaat (herstel)....
Elektriese installasie.....
Aanleg van elektriese bogrondse lyne.....
Elektriese bedrading.....
Aanleg en/of onderhoud en/of diensing en/of vervaardiging van elektro-mediese toestelle en X-straaluitrusting.....
Telekommunikasie.....
Aanleg en/of onderhoud van sein- en/of totalisatoruitrusting.....

Loon per uur vir werk geklassifiseer onder Skaal 1 in tabel van Loonskale.

Skaal 10.

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

Eerste drie maande.....
Daarna.....

Loon per uur vir werk geklassifiseer onder Skaal 10 in tabel van Loonskale.

Skaal 11.

Algemene arbeiders.....

Loon per uur vir werk geklassifiseer onder Skaal 11 in tabel van Loonskale.

OPMERKING:—(1) (a) Elke werkgewer 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 dat hulle kragtens hierdie Afdeling werk.

(b) Werknemers wat nie elders in hierdie Afdeling genoem word nie, moet volgens die skaal van minstens 5-026s. of 52-26c per uur besoldig word.

(2) *Verskaffing van gereedskap en toetsuitrusting.*—Die werkgewer 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 Werkgewer moet alle $\frac{3}{4}$ duim- en/of $\frac{3}{4}$ duim-tappe wat deur 'n werknemer gedurende sy dienstrydperk uitgeslyt word, vervang; met diens verstande egter dat die werkgewer van sy werknemer kan vereis om die toestand van genoemde tappe vas te stel wanneer hy in diens geneem word.

BYLAE C.

Herstel en/of installeer van radio-, verkoelings- 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.—

Skaal 1.

Elektrisiërswerk.....
Radiotrisiërswerk.....
Verkoelingswerktuigkundige se werk.....
Werktuigkundige se werk vir huishoudelike toestelle.....

Loon per uur vir werk geklassifiseer onder Skaal 1 in tabel van Loonskale.

Skaal 4.

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

Eerste drie maande ondervinding
Tweede drie maande ondervinding
Daarna.....

Loon per uur vir werk geklassifiseer onder Skaal 4 in tabel van Loonskale.

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

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

Pupil engineers and/or approved students:—

Basic Rate per Week.

	Shillings.	R	c
First year of pupilage.....	83-00	8	30-0
Second year of pupilage.....	118-33	11	83-3
Thereafter.....	138-33	13	83-3

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.).

Electricians 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
Telecommunication.....
Signalling and/or totalisator equipment installation and/or maintenance.....

Rate per hour for work classified at Rate 1 in table of Wage Rates.

Rate 10.

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.....
Thereafter.....

Rate per hour for work classified at Rate 10 in table of Wage Rates.

Rate 11.

General labourers.....

Rate per hour for work classified at Rate 11 in table of Wage Rates.

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 5-026s. or 50-26c per hour.

(2) *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 $\frac{3}{4}$ inch and/or $\frac{3}{4}$ inch dies worn out by the employee whilst in his employ; provided, however, that the employee can be required by the employer to establish the condition of the said dies upon engagement.

SCHEDULE C.

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

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

Rate 1.

Electrician's work.....
Radiotrician's work.....
Refrigerator Mechanics' work.....
Domestic Appliance Mechanic's work.....

Rate per hour for work classified at Rate 1 in table of Wage Rates.

Rate 4.

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

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

First three months of experience.....
Second three months of experience.....
Thereafter.....

Rate per hour for work classified at Rate 4 in table of Wage Rates.

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.

Skaal 8.

Nuwe gemonteerde radiogram-eenhede en/of nuwe monter-plate in kabinette insit..... } Loon per uur vir werk geklassifiseer onder Skaal 8 in tabel van Loonskale.

TABEL VAN LOONSKALE.

Loonskale wat deurgaans in hierdie Ooreenkoms van toepassing is.

<i>Skaalklassifisering.</i>	<i>Loon per uur.</i>	
	<i>Sjielings.</i>	<i>Sent.</i>
Skaal 1.....	5-026	50-26
Skaal 2—		
Eerste ses maande ondervinding.....	3-792	37-92
Tweede ses maande ondervinding.....	4-083	40-83
Derde ses maande ondervinding.....	4-333	43-33
Daarna.....	4-75	47-5
Skaal 3.....	4-515	45-15
Skaal 4—		
Eerste drie maande ondervinding.....	2-871	28-71
Tweede drie maande ondervinding.....	3-541	35-41
Daarna.....	4-25	42-5
Skaal 7.....	3-493	34-93
Skaal 7 (b).....	2-13	21-3
Skaal 8.....	1-431	14-31
Skaal 9—		
Eerste ses maande ondervinding.....	1-176	11-76
Daarna.....	1-278	12-78
Skaal 10—		
Eerste ses maande ondervinding.....	1-022	10-22
Daarna.....	1-124	11-24
Skaal 11.....	1-022	10-22

Op hede die 21ste dag van September 1960 te Durban onderteken, soos gemagtig vir en namens die partye.

R. C. THROSSELL,
Voorsitter van die Raad.

D. F. ANTHONY,
Ondervoorsitter van die Raad.

J. R. MARWICK,
Sekretaris van die Raad.

No. 388.]

[3 Maart 1961.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941, SOOS GEWYSIG.**ELEKTROTEGNIËSE NYWERHEID (NATAL).**

Namens die Minister van Arbeid verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepaling van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Nywerheid (Natal), gepubliseer by Goewermenskennisgewing No. 387 van 3 Maart 1961 oor die algemeen vir persone wie se werke en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepaling van genoemde Wet, soos gewysig.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 389.]

[3 Maart 1961.]

WET OP OORLOGSMAATREËLS, 1940.**OPSKORTING VAN BETALING VAN LEWENS-KOSTETOELAE BETAALBAAR INGEVOLGE OORLOGSMAATREËL No. 43 VAN 1942, SOOS GEWYSIG.****ELEKTROTEGNIËSE NYWERHEID (NATAL).**

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens die bepaling van subregulasie (1) van regulasie vier van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, hierby die bepaling van genoemde regulasies op ten opsigte van alle werknemers wat ingevolge klousule 28 van die Ooreenkoms vir die Elektrotegniese Nywerheid (Natal), gepubliseer by Goewermenskennisgewing No. 387 van 3 Maart 1961 op 'n lewenskostoelae geregtig is.

M. VILJOEN,
Adjunk-minister van Arbeid.

Rate 8.

Mounting of assembled new } Rate per hour for work classified
radiogram and/or new chas- } at Rate 8 in table of Wage
sis into cabinets } Rates.

TABLE OF WAGE RATES.

Wage Rates applicable throughout this Agreement.

<i>Rate Classification.</i>	<i>Rate per Hour.</i>	
	<i>Shillings.</i>	<i>Cents.</i>
Rate 1.....	5-026	50-26
Rate 2—		
First six months of experience.....	3-792	37-92
Second six months of experience.....	4-083	40-83
Third six months of experience.....	4-333	43-33
Thereafter.....	4-75	47-50
Rate 3.....	4-515	45-15
Rate 4—		
First three months of experience.....	2-871	28-71
Second three months of experience.....	3-541	35-41
Thereafter.....	4-25	42-50
Rate 7.....	3-493	34-93
Rate 7 (b).....	2-13	21-30
Rate 8.....	1-431	14-31
Rate 9—		
First six months of experience.....	1-176	11-76
Thereafter.....	1-278	12-78
Rate 10—		
First six months of experience.....	1-022	10-22
Thereafter.....	1-124	11-24
Rate 11.....	1-022	10-22

Signed at Durban as authorised for and on behalf of the Parties on the 21st day of September, 1960.

R. C. THROSSELL,
Chairman of the Council.

D. F. ANTHONY,
Vice-Chairman of the Council.

J. R. MARWICK,
Secretary of the Council.

No. 388.]

[3 March 1961.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941, AS AMENDED.**ELECTRICAL INDUSTRY (NATAL).**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Electrical Industry (Natal), published under Government Notice No. 387, dated the 3rd March, 1961, to be on the whole not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby than the relative provisions of the said Act, as amended.

M. VILJOEN,
Deputy-Minister of Labour.

No. 389.]

[3 March 1961.]

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).**

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, acting in terms of sub-regulation (1) of regulation four 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. 387 of the 3rd March, 1961.

M. VILJOEN,
Deputy-Minister of Labour.