



# STAATSKOERANT

## VAN DIE REPUBLIEK VAN SUID-AFRIKA

### REPUBLIC OF SOUTH AFRICA

# GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2841

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### GOEWERMENSKENNISGEWINGS

#### DEPARTEMENT VAN MANNEKRAG- BENUTTING

No. R. 1748

17 Augustus 1979

WET OP NYWERHEIDSVERSOENING, 1956

ELEKTROTEGNIËSE AANNEMINGSNYWER-  
HEID, TRANSVAAL.—HOOFDOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragenbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Elektrotegniese Aannemingsnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 Junie 1981 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 7 (3) (c), 17, 18 (3), 23, 24 en 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 Junie 1981 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2, 7 (3) (c), 17, 18 (3), 23, 24 en 25, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 21 Junie 1981 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Mannekragenbenutting.

14085—A

### GOVERNMENT NOTICES

#### DEPARTMENT OF MANPOWER UTILISATION

No. R. 1748

17 August 1979

INDUSTRIAL CONCILIATION ACT, 1956

ELECTRICAL CONTRACTING INDUSTRY,  
TRANSVAAL.—MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) 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 Contracting Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 21 June 1981, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2, 7 (3) (c), 17, 18 (3), 23, 24 and 25, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 21 June 1981, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 21 June 1981, the provisions of the said Agreement, excluding those contained in clauses 2, 7 (3) (c), 17, 18 (3), 23, 24 and 25, shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

6621—1

## BYLAE

NYWERHEIDSRaad VIR DIE ELEKTROTEGNIese  
AANNEMINGSNYWERHEID (TRANSVAAL)

## OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Electrical Contractors' Association (South Africa)

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

The South African Electrical Workers' Association

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid (Transvaal).

1. GEBIEDS- EN TOEPASSINGSBESTEK VAN  
OOREENKOMS

(1) Hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers wat betrokke is by of werksaam is in die Elektrotegniese Aannemingsnywerheid in die provinsie Transvaal: Met dien verstande dat dit—

(a) op vakleerlinge van toepassing is slegs vir sover dit nie met die Wet op Vakleerlinge, 1944, of met 'n kontrak wat daarkragtens aangegaan of 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;

(b) op kwekelinge van toepassing is slegs vir sover dit nie met die Wet op Opleiding van Ambagsmanne, 1951, of met 'n voorwaarde wat daarkragtens gestel is, onbestaanbaar is nie;

(c) nie op klerklike werknemers en administratiewe personeel van toepassing is nie.

(2) Klousules 23 tot en met 25 is nie op arbeiders en drywers van toepassing nie.

## 2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoening, 1956, vasstel en bly van krag vir twee jaar of vir 'n tydperk wat die Minister bepaal.

## 3. WOORDOMSKRYWING

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 van 'n Wet melding gemaak word, omvat sodanige vermelding alle wysigings van sodanige Wet; voorts, tensy dit onbestaanbaar met die samehang is, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"vakleerling" 'n werknemer wat werksaam is ingevolge 'n skriftelike vakleerlingkontrak wat geregistreer is of geag word geregistreer te wees ingevolge die Wet op Vakleerlinge, 1944, of 'n werknemer wat 'n proeftydperk uitdien ooreenkomstig artikel 20 van genoemde Wet;

"ambagsman" 'n werknemer wat 'n leertyd uitgedien het in 'n aangewese bedryf wat deur die Raad erken word as voldoende om so 'n werknemer daarop geregtig te maak om in die Nywerheid te werk, of wat opleiding ontvang het wat deur die Raad erken word as voldoende, maar omvat nie 'n geregistreerde draadwerker of spesialisambagsman nie;

"buigmasjien" 'n masjien op 'n basis en wat gebruik word om leipype te buig en vooraf op stuiters en/of merke deur 'n geregistreerde draadwerker of 'n installeerder van elektriese leipype gestel word;

"Raad" die Nywerheidsraad vir die Elektrotegniese Aannemingsnywerheid (Transvaal);

"drywer" die drywer van 'n meganiese voertuig;

"installeerder van elektriese leipype" 'n werknemer wat die houer is van 'n registrasiesertifikaat, uitgereik ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939, en wat benewens die werk van 'n arbeider, onder die voortdurende toesig van 'n geregistreerde draadwerker, nadat die installasie deur dié persoon uitgelê is, enig-een van of al die volgende werksaamhede verrig:

(a) Die installering van leipype;

(b) die installering en aanheg aan leipype van leë leipypby-behere en -bakke;

(c) Plaas van geleiers in metaal of nie-metaal leiding, hoof-lynkabels en geleistamme;

(d) vasklamp met inbegrip van die insit van die drade in die klampe: Met dien verstande dat geen spanningswerk gedoen sal word nie;

## SCHEDULE

INDUSTRIAL COUNCIL FOR THE ELECTRICAL  
CONTRACTING INDUSTRY (TRANSVAAL)

## AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between

Electrical Contractors' Association (South Africa)

(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and

The South African Electrical Workers' Association

(hereinafter referred to as the "employees" or "trade union"), of the other part,

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

1. AREA AND SCOPE OF APPLICATION  
OF AGREEMENT

(1) The terms of this Agreement shall be observed by all employers and employees engaged or employed in the Electrical Contracting Industry in the Province of the Transvaal: Provided that they shall—

(a) apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any contract entered into or any condition fixed thereunder;

(b) apply to trainees only in so far as they are not inconsistent with the provisions of the Training of Artisans Act, 1951, or any condition fixed thereunder;

(c) not apply to clerical employees and administrative staffs.

(2) Clauses 23 to 25 (inclusive) shall not apply to labourers and drivers.

## 2. PERIOD OF OPERATION

This Agreement shall come into operation on a date to be determined by the Minister of Labour in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in operation for a period of two years, or for such period as may be determined by the Minister.

## 3. DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment of such Act; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the provisions of the Apprenticeship Act, 1944, or an employee serving a probationary period in terms of section 20 of the said Act;

"artisan" means an employee who has served an apprenticeship in any designated trade which is recognised by the Council as being sufficient to entitle such employee to work in the Industry, or has received training recognised by the Council as sufficient, but does not include a registered wireman or specialist artisan;

"bending machine" means a machine on a base which is used for the bending of conduit and which is preset to stops and/or marks by a registered wireman or an electrical conduit installer;

"Council" means the Industrial Council for the Electrical Contracting Industry (Transvaal);

"driver" means the driver of a mechanical vehicle;

"electrical conduit installer" means an employee who is the holder of a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors' Act, 1939, and who, in addition to performing the work of a labourer, is engaged in any or all of the following operations under the continuous supervision of a registered wireman after the installation has been set out by that person:

(a) The installation of conduit;

(b) the installation and attachment to conduit of empty conduit accessories and trays;

(c) placing of conductors in metallic or non-metallic ducts, trunking and busbar trunking;

(d) cleating including the placing of wires in the cleats: Provided no tensioning is done;

(e) insit en vassit van ligte met die uitsluiting van die opkoppeling daarvan;

(f) aansit van kabelente aan PVK-kabels met die uitsluiting van enige kabelente wat met lood, harsagtige epoksie of soortgelyke vulsel gevul word;

"Elektrotegniese Aannemingsnywerheid" of "Nywerheid" die gesamentlike onderneming waarin werkgewers en hul werknemers met mekaar geassosieer is met die doel om elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak, te ontwerp, te berei (uitgesonderd vervaardiging vir verkoop) en op te rig en om sodanige installasies te herstel en/of te onderhou, met inbegrip van kabellasterk of elektrotegniese bedrading wat daarmee in verband staan, maar uitgesonderd die herstel en/of onderhoud en/of installering van hysers en roltrappe in geboue;

"elektriese bedrading" die ontwerp, installering, verandering, herstel of toets van enige kabel, geleier, toebehore, apparaat of leipyp in of verbind met enige perseel en wat gebruik word of bedoel is om gebruik te word vir doeleindes in verband met die verbruik van elektrisiteit;

"werknemer" 'n werknemer wie se minimum besoldiging in die loontabelle van hierdie Ooreenkoms ingelys is of 'n werknemer wat kragsins 'n vrystelling van hierdie Ooreenkoms of op voorwaardes deur die Raad vasgestel, in diens is, of 'n vakleerling;

"arbeider" 'n werknemer wat enigeen van of al die volgende werksaamhede verrig:

- (a) leipype met 'n buigmasjien buig;
- (b) materiaal op- of aflaa;
- (c) gleuwe en gate in mure en betonvloere maak vir leipype; beton- en baksteenwerk boor;
- (d) leipype volgens merke sny, skroefdraad daarop insny en dit ruim;
- (e) gate grawe en pale implant;
- (f) onder regstreekse toesig van 'n geregistreerde draadwerker kabels in slote, leidings en rakke lê;
- (g) stroop van oortollige aanlegte en uitrustings in verband daarmee, waarvan toevoerkabels verwyder is;
- (h) vasklamp met inbegrip van die insit van die drade in die klampe: Met dien verstande dat geen spanningswerk gedoen word nie;
- (i) installeer van ligte elektriese hooflynkabels: Met dien verstande dat geen bedrading gedoen word nie;
- (j) 'n loopgraafmasjien bedien;
- (k) 'n geregistreerde draadwerker en installeerder van elektriese leipype help, maar nie om onafhanklik werk te doen nie, uitgesonderd soos in (a) tot (j) hiervan uiteengesit;

"leerling-installeerder van elektriese leipype" 'n werknemer wat by die Nywerheidsraad geregistreer is met die doel om opleiding as 'n installeerder van elektriese leipype te ontvang en wat die houder is van 'n sertifikaat uitgereik ingevolge artikel 13 van die Wet op Elektrotegniese Draadwerkers en Aannemers, en wat onder die voortdurende toesig van 'n geregistreerde draadwerker werk. Die volgende voorwaardes is van toepassing:

- (a) Die registrasietydperk moet hoogstens 12 maande wees, uitgesonderd soos in paragraaf (c) hieronder bepaal;
- (b) gedurende die tydperk van registrasie moet die leerling-installeerder van elektriese leipype 'n kwalifiserende eksamen om 'n registrasiesertifikaat wat uitgereik word ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers;
- (c) onderworpe aan die goedkeuring van die Nywerheidsraad kan die registrasietydperk by die Nywerheidsraad vir een verdere tydperk van hoogstens een jaar verleng word;

"toesluitplek" 'n voertuig-, skuur, kamer, werkwinkel, fabriek of dergelyke plek wat uit vier mure en 'n dak bestaan, wat van beton, baksteen, hout, yster of 'n kombinasie daarvan gebou is en wat veilig toegesluit kan word en wat in sy geheel só gebou is dat dit te eniger tyd 'n plek verskaf waar die gereedskap en klere van werknemers en alle ander gereedskap uitgereik deur die werkgewer, veilig bewaar kan word;

"perseel" enige grond en gebou of bouwerk bo of onderkant die oppervlakte van enige grond;

"openbare vakansiedae" Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Setlaarsdag, Gelofte-dag en Kersdag;

"geregistreerde draadwerker" 'n draadwerker geregistreer ingevolge artikel 11 (2) (a) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939;

(e) erection and fixing of light fittings excluding the connection thereof;

(f) fitting of glands to PVC cables but excluding any glands which require lead, epoxy resin or similar filling.

"Electrical Contracting Industry" or "Industry" means the joint enterprise in which employers and their employees are associated for the purpose of the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing or electrical wiring associated therewith, but excluding the repair and/or maintenance and/or installation of lifts and escalators in buildings;

"electrical wiring" means the design, installation, alteration, repair or testing of any cable, conductor, fitting, apparatus or conduit in or connected to any premises and used or intended to be used for purposes incidental to the consumption of electricity;

"employee" means an employee whose minimum rate of pay is scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council, or an apprentice;

"labourer" means an employee engaged in any or all of the following:

- (a) Bending of conduit with a bending machine;
- (b) loading or unloading materials;
- (c) chasing and cutting of walls and concrete floor for conduits; drilling concrete and brickwork;
- (d) cutting of conduit to marks, threading and reaming thereof;
- (e) digging of holes and planting of poles;
- (f) laying of cables under direct supervision of a registered wireman in trenches, ducts and racks;
- (g) stripping of redundant installations and equipment incidental thereto from which the supply cables have been removed;
- (h) cleating, including the placing of wires in the cleats: Provided no tensioning is done;
- (i) installation of electrical trunking: Provided no wiring is done;
- (j) operating a trenching machine;
- (k) assisting a registered wireman and electrical conduit installer but not to perform any work individually except as set out in (a) to (j) hereof;

"learner electrical conduit installer" means an employee registered with the Industrial Council for the purpose of receiving training as an electrical conduit installer and who is the holder of a certificate issued in terms of section 13 of the Electrical Wiremen and Contractors Act and who is working under the continuous supervision of a registered wireman. The following conditions shall apply:

- (a) The period of registration shall not exceed 12 months, except as provided for in paragraph (c) below;
- (b) the learner electrical conduit installer shall undertake a qualifying examination for a certificate of registration issued in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors Act, 1939, during the period of registration;
- (c) the period of registration with the Industrial Council may be extended for one further period not exceeding one year subject to the approval of the Industrial Council;

"lock up" means any vehicle, shed, room, workshop, factory, or similar place, constructed of four walls and roof, composed of concrete, brick work, wood, iron or any combination thereof, which can be securely locked, the whole to be so constructed as to provide a place for the safekeeping at any time of employees' tools and clothes and all other tools issued to him by the employer;

"premises" means any land and any building or structure above or below the surface of any land;

"public holidays" means New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Settlers Day, Day of the Covenant and Christmas Day;

"registered wireman" means a wireman registered in terms of section 11 (2) (a) of the Electrical Wireman and Contractors Act, 1939;

"spesialisambagsman" 'n werknemer wat 'n leertyd uitgedien het in 'n aangewese elektrotegniese ambag of wat opleiding ontvang het wat deur die Raad erken word as voldoende en wie se pligte nie van hom vereis om in besit te wees van 'n registrasiesertifikaat ingevolge die Wet op Elektrotegniese Draadwerkers en Aannemers nie;

"geskikte huisvesting" 'n hotel, losieshuis, woonwa of ander geskikte huisvesting wat deur die Raad goedgekeur is;

"kwekelinge" iemand wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, opgelei word;

"loon" die uurloon voorgeskryf in klousule 4 van hierdie Ooreenkoms: Met dien verstande dat waar 'n werkgewer 'n werknemer gereeld 'n bedrag betaal wat hoër is as dié wat in genoemde klousule voorgeskryf word, dit sodanige hoër bedrag beteken;

"skuiling teen die weer" 'n skuiling wat van waterdigte materiaal gemaak is en wel op so 'n manier dat diegene wat daarin is, onder alle omstandighede droog gehou sal word en gerief sal hê;

"werkdag" enige dag, uitgesonderd Saterdag, Sondag of 'n openbare vakansiedag;

"werkende werkgewer" of "vennoot" 'n werkgewer of 'n vennoot in 'n vennootskap wat self werk in die Nywerheid verrig: Met dien verstande dat hy 'n geregistreerde draadwerker, spesialisambagsman of ambagsman is, en indien dit 'n vennootskap is, die vennootskapsooreenkoms by die Raad ingedien is.

#### 4. LONE

(1) Geen laer lone as die volgende, gelees met die res van die bepalings in hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:

(a) (i) Arbeiders: 60c per uur tot 30 Junie 1980 en daarna 67c per uur.

(ii) Arbeiders, jeugdiges:

(aa) Tot 30 Junie 1980:

Leeftyd by begin van diens	Tydperk van diens by dieselfde werkgewer			
	Eerste jaar	Tweede jaar	Derde jaar	Vierde jaar
Onder 17.....	c 33	c 42	c 51	c 60
Onder 18.....	42	51	60	—
Onder 19.....	51	60	—	—

(bb) Na 30 Junie 1980:

Leeftyd by begin van diens	Tydperk van diens by dieselfde werkgewer			
	Eerste jaar	Tweede jaar	Derde jaar	Vierde jaar
Onder 17.....	c 37	c 47	c 57	c 67
Onder 18.....	47	57	67	—
Onder 19.....	57	67	—	—

(iii) Die getal jeugdige arbeiders wat 'n werkgewer in diens het, mag te gener tyd meer as een vir elke ses arbeiders in sy diens wees nie.

(b) Drywer van 'n meganiese voertuig waarvan die onbelaste massa tesame met die onbelaste massa van 'n sleepwa of sleepwaens wat daaraan geheg is of daardeur getrek word:

	Sent per uur	
	Tot 30 Junie 1980	Daarna
(i) Tot en met 1 500 kg is.....	85	95
(ii) Meer as 1 500 kg tot en met 3 000 kg is.....	110	122
(iii) Meer as 3 000 kg is.....	120	133

(c) Geregistreerde draadwerkers, spesialisambagsmanne, ambagsmanne en werknemers in alle ander ambagte of beroepe [uitgesonderd vakleerlinge, kwekelinge en werknemers in paragraaf (d) bedoel]:

280c per uur tot 30 Junie 1980 en daarna 310c per uur.

"specialist artisan" means an employee who has served an apprenticeship in any designated electrical trade or has received training recognised by the Council as sufficient and whose duties do not require him to be the holder of a certificate of registration in terms of the Electrical Wiremen and Contractors' Act;

"suitable accommodation" means an hotel, boarding house, caravan or other suitable accommodation approved by the Council;

"trainee" means a person for whom training is provided under the Training of Artisans Act, 1951;

"wage" means the hourly wage prescribed in clause 4 of this Agreement: Provided that where an employer regularly pays an employee an amount higher than that prescribed in the said clause, it shall mean such higher amount;

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

"working day" means any day other than Saturday, Sunday or a public holiday;

"working employer" or "partner" means any employer or any partner in a partnership who himself performs work in the Industry: Provided that he is a registered wireman, specialist artisan or artisan and, if a partnership, the deed of partnership has been lodged with the Council.

#### 4. WAGES

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:

(a) (i) Labourers: 60c per hour up to 30 June 1980 and thereafter 67c per hour.

(ii) Labourers, juveniles:

(aa) Up to 30 June 1980:

Age at commencement of employment	Period of service with same employer			
	First year	Second year	Third year	Fourth year
Under 17.....	c 33	c 42	c 51	c 60
Under 18.....	42	51	60	—
Under 19.....	51	60	—	—

(bb) After 30 June 1980:

Age at commencement of employment	Period of service with same employer			
	First year	Second year	Third year	Fourth year
Under 17.....	c 37	c 47	c 57	c 67
Under 18.....	47	57	67	—
Under 19.....	57	67	—	—

(iii) The number of juvenile labourers employed by an employer shall at no time exceed one for every six labourers in his employ.

(b) Driver of a mechanical vehicle, the unladen mass of which, together with the unladen mass of any trailer or trailers attached to or drawn by such vehicle is:

	Cents per hour	
	Up to 30 June 1980	Thereafter
(i) Up to and including 1 500 kg	85	95
(ii) Over 1 500 kg up to and including 3 000 kg.....	110	122
(iii) Over 3 000 kg.....	120	133

(c) Registered wiremen, specialist artisans, artisans and employees in all other trades or occupations [excluding apprentices, trainees and employees referred to in paragraph (d)]:

280c per hour up to 30 June 1980 and thereafter 310c per hour.

(d) (i) Installeerder van elektriese leipype, na voltooiing van 12 maande as 'n installeerder van elektriese leipype in die Nywerheid en na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939—

155c per uur tot 30 Junie 1980 en daarna 172c per uur.

(ii) Installeerder van elektriese leipype gedurende die eerste 12 maande as 'n installeerder van elektriese leipype in die Nywerheid en na registrasie ingevolge artikel 11 (2) (b) van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939—

117c per uur tot 30 Junie 1980 en daarna 130c per uur.

(iii) Leerling-installeerder van elektriese leipype gedurende opleiding—

88c per uur tot 30 Junie 1980 en daarna 98c per uur.

(2) (a) *Maandeliksbesoldigde werknemers.*—Voormanne wat ook werk en wie se pligte toesighouding oor ander ambagsmanne en werknemers insluit, mag, by kennisgewing aan die Raad, maandeliks besoldig word op 'n grondslag wat nie minder sal wees as die besoldiging voorgeskryf in hierdie ooreenkoms vir die aantal ure per week, insluitende ure oortyd gewerk, wat toegelaat word kragtens die Ooreenkoms.

(b) Al die voorskrifte van die Ooreenkoms sal op die maandeliksbesoldigde werknemer van toepassing wees, insluitende betaling teen oortydтарыewe vir alle ure gewerk wat meer is as die ure in die aanstellingsbrief gespesifiseer, welke aanstellingsbrief by die Raad ingedien moet word.

(c) 'n Maandeliksbesoldigde werknemer moet betaal word vir alle ure wat hy met die toestemming van sy werkgever van die werk afwesig is.

(3) *Tekort aan materiaal.*—'n Werkgever moet aan elkeen van sy werknemers wat hy tydelik werkloos gestel het as gevolg van 'n tekort aan materiaal, 'n bedrag betaal wat gelyk is aan die loon en toelae wat sodanige werknemer sou ontvang het as hy al die gewone werkure wat in sodanige tydperk van werkloosstelling voorgekom het, gewerk het.

(4) *Differensiele loon.*—'n Werkgever wat van 'n werknemer vereis of hom toelaat om op enige dag, hetsy benevens sy eie werk of ter vervanging daarvan, die werk van 'n ander klas te verrig waarvoor 'n hoër loon as dié van sy eie klas in subklousule (1) van hierdie klousule voorgeskryf word, moet aan sodanige werknemer ten opsigte van die hele dag die hoër loon betaal wat in subklousule (1) van hierdie klousule voorgeskryf word: Met dien verstande dat as 'n werknemer wat gewoonlik die werk van 'n arbeider verrig, die werk van 'n drywer van 'n motorvoertuig verrig, sodanige werknemer slegs ten opsigte van die tyd wat werklik aan die dryf van 'n meganiese voertuig bestee word, teen die hoër loon besoldig moet word; met dié uitsondering dat as sodanige arbeider die werk van 'n drywer van 'n motorvoertuig vir meer as drie uur op 'n bepaalde dag verrig, hy vir die hele dag teen die hoër loon besoldig moet word.

(5) *Verantwoordelikheid.*—Geen geregistreerde draadwerker, spesialisambagsman, ambagsman, vakleerling, installeerder van elektriese leipype of kwekeling mag 'n arbeider wat onder sy beheer of toesig werk, toelaat om enige ander werk te verrig nie as dié wat in die omskrywing van "arbeider" in klousule 3 van hierdie Ooreenkoms genoem word.

(6) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder nie wat aan 'n werknemer betaal is onmiddellik voor, of waarop 'n werknemer geregtig was op die datum waarop hierdie Ooreenkoms in werking tree, solank so 'n werknemer in die diens van dieselfde werkgever is. Hierdie subklousule geld ook in die geval van 'n werknemer wie se dienste deur so 'n werkgever na die datum waarop hierdie Ooreenkoms in werking tree, beëindig word en wat weer deur so 'n werkgever in diens geneem word.

By die toepassing hiervan, omvat "Ooreenkoms" alle wysings daarvan.

(7) (a) *Aanwesigheidstoelae.*—Aan elke drywer en arbeider moet daar benevens sy gewone loon 'n aanwesigheidstoelae van 4c per uur betaal word vir elke gewone uur wat gedurende 'n week gewerk is: Met dien verstande dat, indien sodanige werknemer nie die volle aantal ure voorgeskryf in die Ooreenkoms werk nie, die toelae nie vir enige aantal ure gewerk betaal moet word nie. Hierdie toelae moet saam met sy ander besoldiging betaal word en is nie vir oortyd betaalbaar nie.

(b) Ondanks paragraaf (a), moet 'n drywer of arbeider wat met die toestemming van sy werkgever of weens siekte of omstandighede buite sy beheer van sy werk afwesig is, die toelae betaal word ten opsigte van die aantal gewone ure

(d) (i) Electrical conduit installer after completion of 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors' Act, 1939—

155c per hour up to 30 June 1980 and thereafter 172c per hour.

(ii) Electrical conduit installer during the first 12 months as an electrical conduit installer in the Industry after registration in terms of section 11 (2) (b) of the Electrical Wiremen and Contractors' Act, 1939—

117c per hour up to 30 June 1980 and thereafter 130c per hour.

(iii) Learner electrical conduit installer during training—

88c per hour up to 30 June 1980 and thereafter 98c per hour.

(2) (a) *Monthly paid employees.*—Working foremen whose duties require them to supervise other artisans and employees may, upon notification to the Council, be remunerated on the basis of a monthly salary which shall be not less than the remuneration prescribed in this Agreement for the number of hours per week, including overtime hours, permitted in terms of the Agreement.

(b) All the provisions of the Agreement shall be applicable to a monthly paid employee, including payment at overtime rates for all time worked in excess of the hours specified in the letter of appointment which shall be lodged with the Council.

(c) A monthly paid employee who has time off work with the permission of his employer, shall be paid for such time off.

(3) *Shortage of material.*—An employer shall pay to each of his employees, whom he has temporarily suspended from work owing to shortage of material, an amount equivalent to the wages and allowances which such employee would have received had he worked all the ordinary hours of work which occurred during such period of suspension.

(4) *Differential rates.*—An employer who requires or permits an employee to perform on any day, either in addition to his own work or in substitution therefor, work of another type for which a higher wage than that of his own type is prescribed in subclause (1) of this clause, shall pay such employee in respect of the whole of that day the higher wage prescribed in subclause (1) of this clause: Provided that if an employee who normally performs the work of a labourer performs the work of a driver, such employee shall be paid at the higher rates only in respect of time actually occupied in driving a mechanical vehicle; except that if such labourer performs the work of a driver for more than three hours in any one day, he shall be paid at the higher rates for the whole of such day.

(5) *Responsibility.*—No registered wireman, specialist artisan, apprentice, electrical conduit installer, or trainee shall allow or permit any labourer, working under his control or supervision, to perform any work other than that referred to in the definition of "labourer" in clause 3 of the Agreement.

(6) Nothing in this Agreement shall operate to reduce the wage which was being paid immediately prior to, or to which any employee was entitled at the date of the commencement of this Agreement whilst such employee is employed by the same employer. The provisions of this subclause shall also apply in the case of any employee whose services are terminated by such employer subsequent to the date of commencement of this Agreement and who is re-engaged by such employer.

For the purposes hereof, "Agreement" shall include any amendment thereto.

(7) (a) *Attendance allowance.*—Every driver and labourer shall be paid an attendance allowance of 4c per hour for every ordinary hour worked during any week, which shall be in addition to his ordinary wage: Provided that where such employee does not work the full number of hours prescribed in the Agreement, the allowance shall not be paid in respect of any hours worked. This allowance shall be paid at the same time as his other remuneration is paid and is not payable on overtime.

(b) Notwithstanding the provisions of paragraph (a), where a driver or labourer is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, such employee shall be paid the allowance in respect of the number of ordinary hours he

wat hy werklik gewerk het: Met dien verstande dat die werkgewer van sodanige werknemer kan verwag om bewys van die oorsaak van die afwesigheid te lewer. Indien 'n drywer of arbeider na die begin van die gewone werkweek van 'n werknemer in diens geneem word en die volle aantal gewone ure vir daardie week na die aanvang van die diens werk, moet hy die aanwesigheidstoelae betaal word vir alle gewone ure gewerk gedurende die res van die week na die aanvang van die diens. Indien 'n drywer of arbeider voor die einde van die gewone werkweek van 'n werkgewer ontslaan word, of bedank en hy aan die ander vereistes van die Ooreenkoms betreffende die beëindiging van diens voldoen en hy die volle aantal gewone ure vir daardie week voor die beëindiging van sy diens werk, moet hy die aanwesigheidstoelae betaal word vir alle gewone ure gewerk gedurende die week voor die beëindiging van sy diens.

(c) Elke drywer en arbeider moet die aanwesigheidstoelae betaal word vir openbare vakansiedae ten opsigte van die aantal ure wat hy op 'n gewone werkdag sou gewerk het (oortydwerk uitgesluit): Met dien verstande dat indien 'n openbare vakansiedag op 'n Saterdag val, die bepalinge van hierdie klousule nie van toepassing is nie.

#### 5. VERHOUDING VAN GESKOOLDE EN ONGESKOOLDE WERKNEMERS

(1) Die getal arbeiders wat 'n werkgewer in diens het, mag te gener tyd meer as die volgende wees nie:

(a) Waar een geskoolde werknemer in diens is—twee arbeiders;

(b) waar twee geskoolde werknemers in diens is—vier arbeiders;

(c) waar drie of meer geskoolde werknemers in diens is, is geen verhouding van toepassing nie;

(d) vir die doel van hierdie subparagraaf beteken die uitdrukking "geskoolde werknemer" in geregistreerde draadwerker, 'n spesialisambagsman, 'n ambagsman en 'n vakleerling in sy finale jaar.

(d) 'n Werkgewer wat een of meer geregistreerde draadwerkers in diens het, kan een installeerder van elektriese leypipe in diens neem vir elke geregistreerde draadwerker of ambagsman in sy diens: Met dien verstande dat die installeerder van elektriese leypipe as sodanig by die Raad geregistreer is: Voorts met dien verstande dat sodanige werkgewer ook 'n vakleerling in sy diens het.

#### 6. STUKWERK

(1) Die uitbesteding deur werkgewers, of die verrigting deur werknemers, van werk op 'n stukwerkgrondslag word verbied. Vir die toepassing van hierdie klousule beteken "stukwerk" 'n werkstelsel waarvolgens die minimum loon waarop 'n werknemer geregtig is, bereken word uitsluitlik op die hoeveelheid of omvang van die werk wat hy verrig het, ongeag die tyd wat aan sodanige werk bestee is.

(2) Ondanks subklousule (1) van hierdie klousule, is dit toelaatbaar om, by wyse van onderlinge ooreenkoms tussen 'n individuele werkgewer en sy werknemer, 'n stelsel van aansporingsbetalings in te voer en daarvolgens te werk: Met dien verstande dat die besoldiging en ander geldelike voordele wat werknemers toekom, nie as gevolg van die invoering en werking van sodanige stelsel minder mag wees nie as dié wat in hierdie Ooreenkoms voorgeskryf word: Voorts met dien verstande dat die ander bepalinge van hierdie Ooreenkoms in elke opsig nagekom moet word: Voorts met dien verstande dat vakleerlinge nie toegelaat word om aan so 'n stelsel deel te neem nie.

#### 7. BETALING VAN LONE, TOELAES EN OORTYDVERDIENSTE

(1) Alle besoldiging wat aan werknemers tot by die sluiting van die betaalweek verskuldig is, en wat nie meer as drie dae voor die betaaldag mag wees nie, moet weekliks op Vrydae en in kontant voor beëindiging van die gewone werkeure op daardie dag betaal word. Waar die diens van 'n werknemer na die sluiting van die betaalweek beëindig word, is alle besoldiging wat hom na daardie sluiting toekom, betaalbaar voor of op die betaaldag waarop die besoldiging gewoonlik betaal sou word: Met dien verstande dat op skriftelike versoek van die werknemer sodanige besoldiging aan hom gestuur moet word by 'n adres wat deur hom verstrekk is.

Wanneer 'n Vrydag 'n openbare vakansiedag is, soos omskryf in klousule 3, moet betaling op die vorige Donderdag geskied.

actually worked: Provided that the employer may call on such employee to produce evidence in proof of cause of absence. Where a driver or labourer is employed after the commencement of the normal working week of an employer and he works the full number of normal hours for that week after commencement of employment, he shall be paid the attendance allowance for all normal hours worked during the rest of the week after the commencement of employment. Where a driver or labourer is dismissed or resigns before the end of the normal working week of an employer and he complies with the other requirements of the Agreement regarding termination of employment and he works the full number of normal hours for that week prior to termination of employment, he shall be paid the attendance allowance for all normal hours worked during the week before the termination of his employment.

(c) Every driver and labourer shall be paid the attendance allowance for public holidays in respect of the number of hours he would have worked on a normal working day (excluding overtime): Provided that where a public holiday falls on a Saturday the provisions of this clause shall not be applicable.

#### 5. RATIO OF SKILLED AND UNSKILLED EMPLOYEES

(1) The number of labourers employed by an employer shall at no time exceed the following:

(a) Where one skilled employee is employed—two labourers;

(b) where two skilled employees are employed—four labourers;

(c) where three or more skilled employees are employed no ratio shall apply;

(d) for the purpose of this subclause the expression "skilled employee" means a registered wireman, a specialist artisan, an artisan and a final year apprentice.

(2) An employer employing one or more registered wiremen may employ one electrical conduit installer for each registered wireman or artisan in his employ: Provided that the electrical conduit installer is registered as such with the Council: Provided further that such employer also employs an apprentice.

#### 6. PIECE-WORK

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

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

#### 7. PAYMENT OF WAGES, ALLOWANCES AND OVERTIME

(1) All the remuneration due to an employee up to the closure of the pay-week, which shall not be more than three days preceding the pay-day, shall be paid in cash weekly on Fridays before the end of the normal hours of work on that day. Where the services of an employee is terminated after the closure of the pay-week, all remuneration due to him after that closure is payable not later than the pay-day on which the remuneration would normally have been paid: Provided that at the written request of the employee such remuneration shall be forwarded to him to an address given by him.

When a Friday is a public holiday as defined in clause 3, payment shall be made on the preceding Thursday.

(2) Alle besoldiging moet aan werknemers oorhandig word in verseëde koevert waarop die naam en adres van die werkgewer, die naam en beroep van die werknemer en 'n staat van die ure gewerk, die oortydure gewerk (indien gewerk), toelaes (indien betaalbaar), gemagtigde aftrekkings (waar toepaslik) en in alle gevalle die skaal waarteen betaal word en die bedrag ingesluit, aangetoon word.

Die volgende besonderhede moet op die koevert ingevul word:

Naam van werkgewer.....

Naam van werknemer.....

Week geëindig..... Beroep.....

Loon..... uur teen..... R.....  
Oortyd..... uur teen..... R.....  
Bywoningstoelae..... uur teen..... R.....

Subtotaal..... R.....  
Min: Pensioenfondsbydrae..... R.....

Belasbare inkomste..... R.....

Subtotaal..... R.....

Min:  
Inkomstebelasting..... R.....  
Siektebystandsfonds..... R.....  
Mediese Hulpfonds..... R.....  
Heffing van Nywerheidsraad..... R.....  
Werkloosheidsversekeringsfonds... R.....  
Ledegeld aan Vakvereniging..... R.....

Bedrag ingesluit: Kontant..... R.....

(3) Behoudens hierdie Ooreenkoms of 'n ander ooreenkoms wat die partye aangegaan het, mag geen bedrag hoegenaamd (uitgesonderd dié hieronder genoem), afgetrek word nie van die bedrae wat aan 'n werknemer verskuldig is ten opsigte van lone, oortydverdienste en/of enige ander vorm van besoldiging:

- (a) 'n Bedrag wat 'n werkgewer regtens of ingevolge 'n bevel van 'n bevoegde hof moet of mag aftrek;
- (b) met die skriftelike toestemming van die werknemer, 'n bedrag vir versekering;
- (c) bedrae wat ingevolge klousule 23 afgetrek word;
- (d) enige ander bedrae wat ingevolge hierdie Ooreenkoms of enige ander ooreenkoms van die Raad afgetrek word.

## 8. ONDERHOUD EN VERVOER

(1) Wanneer 'n werk geleë is buite 'n straal van 10 km vanaf die werkgewer se eie besigheidsplek, waar die werkgewer hom gewoonlik moet aanmeld, maar in 'n gebied waar hierdie Ooreenkoms van toepassing is en daar redelikerwyse van die werknemer verwag kan word om elke dag na sy woonplek terug te keer, en hy dit wel doen, moet die tyd wat deur 'n werknemer in beslag geneem word om heen en weer na die werk te ry, een rigting in sy eie tyd en die ander rigting tydens die gewone werkure voorgeskryf in klousule 9 wees. Met dien verstande dat die tyd wat deur gedurende daardie dag bestee word deur tussen werkplekke te reis in die werkgewer se tyd moet wees.

(2) 'n Werkgewer is daarop geregtig om geskikte vervoer in albei rigtings te verskaf of om, in die geval in subklousule (1) bedoel, vir vervoer ten opsigte van genoemde afstande teen tariewe wat van tyd tot tyd deur die Raad vasgestel word, te betaal. Die Raad moet die tariewe in Januarie en Julie van elke jaar bepaal en sodanige tariewe tree op die eerste Vrydag na 15 Januarie en 15 Julie van elke jaar in werking.

(3) 'n Werkgewer moet 'n werknemer wat geregtig is op vervoertoeleae soos in subklousule (2) bepaal, op dieselfde tydskedule betaal as dié waarop sy gewone besoldiging betaal word.

(4) Waar daar redelikerwyse van 'n werknemer verwag kan word om elke dag na sy woonplek terug te keer maar waar hy verhinder word om die vervoer soos in subklousule (2) gemeld, te gebruik omdat daar van hom vereis word om hom by sy werkgewer se besigheidsplek aan te meld voordat hy na sy werkplek vertrek en/of nadat hy van die dag se werk terugkeer, moet sodanige werknemer in plaas daarvan, vir elke uur reistyd buite die gewone werkure, wat die gevolg van die nakoming van sodanige vereiste is, teen 75 persent van sy uurloon betaal word.

(2) All remuneration shall be handed to employees in sealed envelopes endorsed with the name and address of the employer, the name and occupation of the employee, and a statement of the hours worked overtime (where worked), allowances (where payable), authorised deductions (where applicable) and in all cases stating the rates paid and the amount enclosed.

The envelope shall be endorsed as follows:

Name of employer.....

Employee's name.....

Week ending..... Occupation.....

Wage..... hrs at..... R.....

Overtime..... hrs at..... R.....

Attendance allowance..... hrs at..... R.....

Subtotal..... R.....

Less: Pension Fund contribution..... R.....

Taxable income..... R.....

Subtotal..... R.....

Less:

Income tax..... R.....

Sick Benefit Fund..... R.....

Medical Aid Fund..... R.....

Industrial Council Levy..... R.....

Unemployment Insurance Fund... R.....

Trade Union subscriptions..... R.....

Amount enclosed: Cash..... R.....

(3) Subject to the provisions of this Agreement or any other agreement entered into between the parties, no deductions of any kind shall be made from amounts due to an employee in respect of wages, earnings for overtime and/or any other form of remuneration other than the following:

- (a) Any deduction which an employer is legally or by order of any competent court required or permitted to make;
- (b) with the written consent of the employee, deductions for insurance;
- (c) deductions in terms of clause 23;
- (d) any other deductions in terms of this Agreement or any other agreement of the Council.

## 8. SUBSISTENCE AND TRANSPORT

(1) Whenever a job is situated outside a radius of 10 km of the employer's own place of business where the employee is normally required to report, but within the area to which this Agreement relates, and the employee can reasonably be said to be able to and does return to his home every day, any time occupied by an employee in proceeding to or from the working site, shall be one way in his own time and the other way during the normal working hours prescribed in clause 9: Provided that time spent in travelling between jobs during that day shall be in the employer's time.

(2) An employer shall be entitled to provide suitable transport both ways or in the case referred to in subclause (1) pay for transport in respect of the said distance at rates laid down by the Council from time to time. The Council shall determine the rates in January and July of each year and such rates shall become effective on the first Friday after 15 January and 15 July of each year.

(3) An employer shall pay any employee entitled to transport allowance as provided for in subclause (2) at the same time as he is paid his normal remuneration.

(4) Where an employee can reasonably be said to be able to return to his home every day, but is precluded from availing himself of transport as contemplated by subclause (2) in consequence of being required to report at his employer's place of business before proceeding to the job and/or at the conclusion of the day's work, then such employee shall in lieu thereof be paid for every hour travelled outside the ordinary working hours in compliance with such requirement at 75 per cent of his hourly wage.

(5) Waar daar nie redelikerwyse van 'n werknemer verwag kan word om daagliks na sy woonplek terug te keer nie—

(a) moet voorstedelike of tweedeklas-hooflynreisgeld per spoor na en van die werkplek, onderskeidelik aan die begin en beëindiging van sodanige werk betaal word; vir reistyd gedurende die gewone werkure moet daar betaal word teen die uurloon van die betrokke werknemer of 75 persent van sy uurloon vir elke uur wat hy buite die gewone werkure aan reistyd bestee. Wanneer 'n bed of gewone maaltye op hooflyntreine nodig is, moet dit vir die rekening van die werkgewer wees; en

(b) waar geskikte huisvesting naby die werkplek beskikbaar is, moet dit vir rekening van die werkgewer wees en waar sodanige huisvesting nie beskikbaar is nie, moet werknemers vir wie lone in klousule 4 (1) (c) voorgeskryf word, kwekelinge en vakleerlinge 'n toelae van R10 ten opsigte van elke nag weg van die huis betaal word. In die geval van alle ander werknemers moet die bedrag van R10 na R3 verminder word.

(6) Waar daar redelikerwyse van 'n werknemer verwag kan word om gedurende die naweek na sy woonplek terug te keer en teen die gewone begintyd op Maandag, of Dinsdag indien Maandag 'n openbare vakansiedag is soos omskryf in klousule 3, weer by sy werk terug te wees, is hy geregtig op die koste van 'n spoorwegreterkaartjie (tweedeklas) gedurende sodanige naweek, maar geen bedrag word in plaas van sodanige reisgeld betaal indien die reis nie onderneem word nie. 'n Werknemer is nie op enige besoldiging ten opsigte van reistyd gedurende sodanige naweek geregtig nie.

#### 9. WERKDAG EN WERKURE

(1) (a) Behoudens klousule 10, mag geen werkgewer van 'n werknemer vereis of hom toelaat om soos volg te werk nie:

(i) Langer as agt uur op een dag, van Maandag tot Vrydag;

(ii) Langer as vyf dae in enige week, van Maandag tot Vrydag;

(iii) op 'n Saterdag, Sondag, of openbare vakansiedag;

(iv) voor 07h00 of na 17h00;

(v) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n onderbroke pouse van minstens een uur: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(b) Ondanks paragraaf (a), kan 'n werkgewer, by wyse van 'n verklaring aan die Raad, binne een maand na die datum van publikasie van hierdie Ooreenkoms, besluit om die werkure te verander, en daarna mag sodanige werkgewer nie van 'n werknemer vereis of hom toelaat om soos volg te werk nie:

(i) Langer as nege uur op 'n bepaalde dag;

(ii) Langer as vyf dae in enige week, van Maandag tot Vrydag;

(iii) op 'n Saterdag, Sondag of openbare vakansiedag;

(iv) voor 07h00 of na 17h00;

(v) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(c) 'n Werkgewer mag een maand na die publikasie van hierdie Ooreenkoms besluit om die werkure te verander na die aantal vasgestel in paragraaf (a) of (b): Met dien verstande dat sodanige werkgewer die Raad om toestemming moet vra om enige daaropvolgende verandering te maak en die Raad ten minste twee maande kennis moet gee van die voorname om verandering te maak: Voorts met dien verstande dat die verandering nie gemaak mag word voordat toestemming van die Raad verkry is nie.

#### 10. OORTYDWERK

(1) 'n Werknemer van wie vereis word om werk te verrig wat langer duur of buite die ure val wat in klousule 9 (1) (a) of 9 (1) (b) voorgeskryf word, moet soos volg besoldig word:

(a) Een en 'n derde maal sy uurloon vir elke uur of gedeelte van 'n uur ten opsigte van die eerste drie ure gewerk ná gewone werkure op enige dag van Maandag tot Vrydag;

(b) een en 'n half maal sy uurloon vir elke uur of gedeelte van 'n uur ten opsigte van alle ure meer as drie ure gewerk na gewone werkure op enige dag van Maandag tot Vrydag en vir elke uur of deel van 'n uur ten opsigte van alle ure gewerk op 'n Saterdag;

(5) Where the employee can reasonably be said to be unable to return to his home daily—

(a) suburban railway fare or second class main line railway fare to and from the place of work at the beginning and termination of such work, respectively; time occupied in travelling during the ordinary working hours shall be paid for at the hourly rate of wages of the employee concerned or 75 per cent of his hourly wage for every hour spent in travelling outside the ordinary working hours. Bedding and normal meals on main line trains, when required, shall be to the account of the employer; and

(b) where suitable accommodation is available in proximity to the place of work this shall be to the employer's account and where such accommodation is not available, employees for whom wages are prescribed in clause 4 (1) (c), trainees and apprentices shall be paid an allowance of R10 in respect of every night they spend away from home. In the case of all other employees the amount of R10 shall be reduced to R3.

(6) Where an employee can reasonably be said to be able to proceed to his home at the week-end and return by the ordinary starting time on Monday, or Tuesday if Monday is a public holiday as defined in clause 3, he shall be entitled to second class return rail fare at week-ends, but no payment in lieu of such fare shall be made if the journey is not undertaken. An employee shall not be entitled to any remuneration in respect of the time spent in travelling during such week-ends.

#### 9. DAYS AND HOURS OF WORK

(1) (a) Subject to the provisions of clause 10, no employer shall require or permit any employee to work—

(i) for more than eight hours in any one day, Mondays to Fridays;

(ii) for more than five days in any one week, Mondays to Fridays;

(iii) on a Saturday, Sunday or public holiday;

(iv) before 07h00 or after 17h00.

(v) for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(b) Notwithstanding the provisions of paragraph (a), an employer may, by declaration to the Council, within one month of the date of publication of this Agreement, elect to change the hours of work and thereafter such employer shall not require or permit any employee to work—

(i) for more than nine hours in any one day;

(ii) for more than five days in any one week, Mondays to Fridays;

(iii) on a Saturday, Sunday or public holiday;

(iv) before 07h00 or after 17h00;

(v) for a continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(c) Any employer may one month after the date of publication of this Agreement, elect to change the hours of work to the number laid down in paragraphs (a) or (b): Provided that such employer shall apply to the Council for permission to make any subsequent change and shall give the Council at least one month's notice of the intention to change: Provided further that the change may not be made until permission has been obtained from the Council.

#### 10. OVERTIME

(1) Any employee who is required to work any time in excess of or outside the hours as prescribed in clause 9 (1) (a) or 9 (1) (b), shall be paid at the rate of—

(a) one and one-third times his hourly rate of wages for every hour or part of an hour for the first three hours worked after ordinary hours of work on any day from Monday to Friday;

(b) one and one-half times his hourly rate of wages for every hour or part of an hour worked in excess of three hours of overtime worked on any day from Monday to Friday and for every hour or part of an hour for all hours worked on a Saturday;

(c) een en twee derde maal sy uurloon vir elke uur of gedeelte van 'n uur ten opsigte van alle ure gewerk op 'n Sondag of 'n openbare vakansiedag.

(2) Waar 'n werknemer in 'n bepaalde week van sy werk af wegbly vir 'n gedeelte van, of vir al die gewone werkure wat in klousule 9 hiervan voorgeskryf word, moet sodanige gewone ure wat die werknemer nie gewerk het nie, ondanks subklousule (1) van hierdie klousule, afgetrek word van die ure wat sodanige werknemer oortyd gewerk het en moet daar vir die ure aldus afgetrek, betaal word teen die werknemer se gewone loon: Met dien verstande—

(a) dat as die getal gewone werkure wat die werknemer in 'n bepaalde week afwesig is, meer is as die getal oortydure wat hy gewerk het, daar vir al sodanige oortydure betaal moet word teen die werknemer se gewone uurloon; en

(b) dat waar 'n werknemer van sy werk afwesig is met die toestemming van sy werkgever of waar hy afwesig is weens siekte of omstandighede buite sy beheer, hierdie subklousule nie van toepassing is nie en dat daar vir die oortydure wat in so 'n geval gewerk is, betaal moet word teen die oortydloon wat van toepassing is op die oortydure wat hy gewerk het: Met dien verstande dat 'n werkgever van 'n werknemer kan vereis dat hy 'n mediese sertifikaat moet voorlê waarin die oorsaak van sy afwesigheid gespesifiseer word.

(3) Enige werknemer wat gegrief is deur die toepassing van enige van die bepalings van subklousule (2) op hom, kan by die Raad appelleer teen die besluit op hom toegepas, en die Raad kan, na oorweging van enige redes vir sodanige besluit wat voorgelê mag word, daardie besluit bekragtig of sodanige ander besluit neem as wat na sy mening in sodanige geval geneem moes gewees het.

(4) Geen werkgever mag 'n werknemer toelaat om langer as 56 uur, met inbegrip van oortyd, in een week te werk nie en geen werknemer mag aldus werk nie.

#### 11. JAARLIKSE VERLOF

(1) (a) (i) Elke werknemer is geregtig op drie agtereenvolgende weke (15 agtereenvolgende werkdade) verlof, betaalbaar teen sy gewone loonskaal na elke voltooide tydkring van 237 voltooide werkdade by 'n werkgever in die Nywerheid, met uitsluiting van oortydwerk.

(ii) Die verlof voorgeskryf in hierdie subklousule, is verksuldig onmiddellik na voltooiing van die 237ste voltooide werkdag by 'n werkgever, en verlofbesoldiging moet betaal word voordat die werknemer met verlof gaan.

(iii) Waar die diens van 'n drywer of arbeider beëindig word voor voltooiing van 237 voltooide werkdade by 'n werkgever, moet sodanige werkgever 'n pro rata-bedrag ooreenkomstig onderstaande formule aan hom betaal:

$$\frac{\text{Getal voltooide werkdade by werk-}}{\text{gewer in huidige tydkring}} \times 15 \times \text{gewone dagloon.}$$

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(iv) Waar die diens van 'n drywer of arbeider beëindig word na voltooiing van 237 voltooide werkdade by 'n werkgever, maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgever hom die volgende betaal:

(aa) Die bedrag verskuldig ingevolge subparagraaf (i) hiervan vir die tydperk van verlof wat opgeloop het maar wat nie voor die datum van sy diensbeëindiging toegestaan is nie; en

(ab) 'n bedrag bereken ooreenkomstig die formule in subparagraaf (iii), vir die dienstdaag wat voltooi is na die datum waarop hy ooreenkomstig subparagraaf (i) op verlof geregtig geword het.

(v) Waar die diens van 'n ander werknemer as 'n drywer of arbeider beëindig word voor voltooiing van 237 voltooide werkdade by 'n werkgever, moet sodanige werkgever binne sewe dae na diensbeëindiging, 'n pro rata-bedrag ooreenkomstig onderstaande formule aan die Raad betaal, op die vorm deur die Raad voorgeskryf:

$$\frac{\text{Getal voltooide werkdade by werk-}}{\text{gewer in huidige tydkring}} \times 15 \times \text{gewone dagloon.}$$

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(c) one and two-thirds times his hourly rate of wages for every hour or part of an hour for all hours worked on a Sunday or a public holiday.

(2) Notwithstanding the provisions of subclause (1) of this clause, where in any one week an employee absents himself from work during any or all of the ordinary hours of work as prescribed in clause 9 hereof, such ordinary hours not worked by the employee shall be deducted from the hours of overtime worked and the hours so deducted shall be paid for at the employee's ordinary rate: Provided—

(a) that if the number of ordinary hours of work on which the employee is absent in any one week is in excess of the number of overtime hours worked, all such overtime hours shall be paid for at the employee's ordinary hourly rate; and

(b) that where an employee is absent from work with the permission of his employer or absent on account of sickness or circumstances beyond his control, the provisions of this subclause shall not apply and the overtime hours worked in such case shall be paid for at the overtime rate applicable to the overtime hours worked: Provided that an employer may call on an employee for a medical certificate in proof of cause of absence.

(3) Any employee who is aggrieved by the application to him of any of the provisions of subclause (2) may appeal to the Council against the decision applied to him, and the Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case.

(4) No employer shall permit an employee to work, and no employee shall work more than 56 hours, inclusive of overtime in any one week.

#### 11. ANNUAL LEAVE

(1) (a) (i) Every employee shall be entitled to three consecutive week's (15 consecutive working days) leave, payable at his ordinary rate of wages after each completed cycle of 237 completed working days with any employer in the Industry, exclusive of overtime.

(ii) The leave prescribed in this subclause shall become due immediately after the completion of the 237th completed working day with an employer and leave pay shall be paid before the employee proceeds on leave.

(iii) Where the employment of a driver or labourer is terminated before the completion of 237 completed working days with an employer, such employer shall pay to him a pro rata amount in accordance with the following formula:

$$\frac{\text{Number of completed working}}{\text{days with employer in present cycle}} \times 15 \times \text{ordinary daily remuneration.}$$

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(iv) Where the employment of a driver or labourer is terminated after the completion of 237 completed working days with an employer but before the annual leave has been granted to him, his employer shall—

(aa) pay him the amount due in terms of subparagraph (i) hereof in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and

(ab) pay him an amount calculated in accordance with the formula in subparagraph (iii) in respect of the period of employment completed after the date on which he became entitled to leave in terms of subparagraph (i).

(v) Where the employment of an employee other than a driver or labourer is terminated before the completion of 237 completed working days with an employer, such employer shall pay to the Council, on the form prescribed by the Council, within seven days of termination of employment, a pro rata amount in accordance with the following formula:

$$\frac{\text{Number of completed working}}{\text{days with employer in present cycle}} \times 15 \times \text{ordinary daily remuneration.}$$

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(vi) Waar die diens van 'n ander werknemer as 'n drywer of arbeider beëindig word na voltooiing van 237 voltooië werkdade by 'n werkgever maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgever hom die volgende betaal:

(aa) Die bedrag verskuldig ingevolge subparagraaf (i) hiervan vir die tydperk van verlof wat opgeloopt het maar wat nie voor die datum van sy diensbeëindiging toegestaan is nie; en

(ab) aan die Raad, op die vorm deur die Raad voorgeskryf, binne sewe dae na diensbeëindiging, 'n bedrag bereken ooreenkomstig die formule in subparagraaf (v) vir die diens-tydperk wat voltooi is na die datum waarop hy ooreenkomstig subparagraaf (i) op verlof geregtig geword het.

(vii) Ondanks subparagrafe (v) en (vi), is geen ander werknemer as 'n drywer of arbeider op verlofbesoldiging geregtig nie, afgesien daarvan of dit aan hom of aan die Raad betaal word, tensy hy 25 werkdade by dieselfde werkgever voltooi het.

(viii) 'n Ander werknemer as 'n drywer of 'n arbeider kan verlofbesoldiging eis wanneer hy kwalifiseer en met verlof gaan, of na 49 weke vanaf die eerste datum op die vorm in subparagraaf (vi) (ab) bedoel.

(b) (i) Elke werknemer is daarop geregtig en is verplig om sy verlof so te neem dat dit begin binne vier maande vanaf die datum waarop dit verskuldig word, tensy vrystelling deur die Raad verleen word.

(ii) Die werkgever moet die verlof so toestaan dat dit begin binne vier maande vanaf die datum waarop dit verskuldig geword het.

(iii) Die verlof voorgeskryf in hierdie subklousule moet vier weke insluit en moet oor één ononderbroke tydperk strek.

(iv) Geen werkgever mag gedurende sy verlof as werknemer diens doen nie, hetsy teen besoldiging of nie.

(v) Enige tydperk wat 'n werknemer langer as twee dae, en tot 'n maksimum van 43 dae per jaar, siek is tel as kwalifiserende tydperk vir verlof: Met dien verstande dat waar die werkgever 'n mediese sertifikaat vereis, dit getoon moet word.

(2) (a) Enige werknemer vir wie lone in klousule 4 (1) (c) of (d) (i) of (ii) voorgeskryf word, is geregtig op 'n bykomende week se verlof, betaalbaar teen sy gewone loonskaal, wanneer hy vir sy vyfde en daaropvolgende verlof by dieselfde werkgever kwalifiseer: Met dien verstande dat die bykomende verlof wat in hierdie subklousule voorgeskryf word, geneem moet word op 'n tydperk waarvoor die werkgever en werknemer wedersyds ooreenkom en tel ook as deel van die kwalifiserende tydperk vir sy volgende verlof.

(b) Die verlof voorgeskryf in paragraaf (a) mag oplooptot 'n maksimum van vyf weke.

(c) Die werknemer kan deur wedersydse ooreenkomste met sy werkgever, betaling neem in plaas van die verlof voorgeskryf in paragraaf (a).

(d) Waar die diens van 'n werknemer beëindig word en verlof ingevolge paragraaf (b) in sodanige werknemer se krediet opgeloopt het, moet die werkgever die werknemer vir sodanige opgelope verlof betaal.

(e) Enige diens-tydperk, in die kategorieë in paragraaf (a) bedoel, voor die datum van publikasie van hierdie Ooreenkomst moet as kwalifiserende tydperk ingevolge paragraaf (a) beskou word.

(f) Wanneer 'n ander werknemer as 'n drywer of arbeider, as gevolg van samesmeltings of oornames, sy kwalifisering verloor vir die bykomende verlof voorgeskryf in paragraaf (a), moet die eerste werkgever by wie hy gedurende sy verlof-tydkring in diens was, hom 'n pro rata-gedeelte van die bykomende verlof betaal, en moet die tweede werkgever by wie hy gedurende sy verlof-tydkring in diens is, hom die balans van die bykomende verlof toestaan: Met dien verstande dat die tweede werkgever 'n werkgever in die Nywerheid is.

(3) Behoudens andersluidende bepalings hierin, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer in die diens van die werkgever tree of op die datum waarop hy laas op vakansieverlof geregtig geword het, naamlik die jongste datum.

## 12. BETALING TEN OPSIGTE VAN OPENBARE VAKANSIEDAE EN VAKANSIEBONUS

(1) (a) Elke werknemer moet vir elke openbare vakansiedag sy gewone loon en toelaes betaal word vir die getal ure wat hy op 'n gewone werkdag (uitgesonderd oortydwerk) sou gewerk het: Met dien verstande dat waar 'n openbare vakansiedag op 'n Saterdag val, hierdie paragraaf nie van toepassing is nie.

(vi) Where the employment of an employee other than a driver or labourer is terminated after the completion of 237 completed working days with an employer, but before the annual leave has been granted to him his employer shall—

(aa) pay him the amount due in terms of subparagraph (i) hereof in respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and

(ab) pay to the Council, on the form prescribed by the Council, within seven days of termination of employment, an amount calculated in accordance with the formula in subparagraph (v) in respect of the period of employment completed after the date on which he became entitled to leave in terms of subparagraph (i).

(vii) Notwithstanding the provisions of subparagraphs (v) and (vi) no employee other than a driver or labourer shall be entitled to leave pay, whether paid to him or to the Council, unless he has completed 25 working days with the same employer.

(viii) An employee other than a driver or labourer can claim his leave pay when he qualifies and proceeds on leave or after 49 weeks from the first date on the form referred to in subparagraph (vi) (ab).

(b) (i) Every employee shall be entitled to and shall take his leave so as to commence within a period of four months from due date, unless exemption is granted by the Council.

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

(iii) The leave prescribed in this subclause shall include four week-ends and shall be for one unbroken period.

(iv) No employee shall engage in employment, whether for remuneration or not, during the leave period.

(v) Any period an employee is off sick in excess of two days up to a maximum of 43 days per annum shall count as qualifying period for leave: Provided that where it is required by the employer, a medical certificate shall be produced.

(2) (a) Any employee for whom wages are prescribed in clause 4 (1) (c) or (d) (i) or (ii) shall be entitled to an additional one week's leave, payable at his ordinary rate of wages, on qualifying for his fifth and subsequent leave with the same employer: Provided that the additional leave prescribed in this subclause shall be taken at a time mutually agreed on between employer and employee and shall also count as part of the qualifying period for his next leave.

(b) The leave prescribed in paragraph (a) may be accumulated up to a maximum of five weeks.

(c) The employee may, by mutual agreement with his employer, take payment in lieu of the leave prescribed in paragraph (a).

(d) Where the services of an employee is terminated and such employee has accumulated leave in terms of paragraph (b) standing to his credit, the employer shall pay the employee in lieu of such accumulated leave.

(e) Any period of employment in the categories referred to in paragraph (a) prior to the date of publication of this Agreement shall count as qualifying period in terms of paragraph (a).

(f) When an employee other than a driver or labourer, as a result of mergers or take-overs, loses his qualification for the additional leave prescribed in paragraph (a), the first employer by whom he was employed during his leave cycle shall pay him a pro rata share of the additional leave and the second employer by whom he is employed during his leave cycle shall grant him the balance of the additional leave: Provided that the second employer is an employer in the Industry.

(3) Save as is otherwise provided herein, employment for the purposes of this clause shall be deemed to commence from the date on which an employee enters the employer's service on the date on which he last became entitled to leave, whichever is the later.

## 12. PAYMENT IN RESPECT OF PUBLIC HOLIDAYS AND LEAVE BONUS

(1) (a) Every employee shall, in respect of a public holiday, be paid at his ordinary rate of wages and allowances for the number of hours he would have worked on a normal working day (excluding overtime): Provided that where such public holiday falls on a Saturday the terms of this paragraph shall not apply.

(b) Die betaling voorgeskryf in paragraaf (a) hiervan, word geag volle besoldiging te wees vir sodanige openbare vakansiedag, en behoudens klousule 10 van hierdie Ooreenkoms, is geen werknemer op verdere vergoeding vir sodanige openbare vakansiedag geregtig nie.

(c) Ondanks paragrafe (a) en (b) hiervan, is 'n werknemer van wie sy werkgever vereis om op die werkdag onmiddellik voor en/of die werkdag onmiddellik na 'n openbare vakansiedag te werk en wat op sodanige werkdag/werkdae, afwesig is, nie op betaling vir sodanige openbare vakansiedag geregtig nie: Met dien verstande dat 'n werknemer op betaling vir sodanige openbare vakansiedag geregtig is indien die werkgever toestemming vir sodanige afwesigheid verleen het of sodanige afwesigheid gekondoneer het, of indien die werknemer siek was en 'n doktersertifikaat kan voorlê om dit te bewys, as dit deur die werkgever vereis word, of indien die openbare vakansiedag in die werknemer se tydperk van jaarlikse verlof val.

(d) Wanneer 'n werkgever 'n werknemer ontslaan en die diens binne 'n tydperk van vyf werkdae voor 'n openbare vakansiedag beëindig word, moet sodanige werkgever die Raad skriftelik van die ontslag in kennis stel en aan die Raad 'n bedrag betaal gelykstaande met die bedrag wat ten opsigte van die openbare vakansiedag aan die werknemer betaal sou geword het en die Raad moet, na eie goeddunke, besluit of die werknemer op die betaling geregtig is waarop genoemde bedrag aan die werknemer betaal moet word of aan die werkgever terugbetaal moet word, na gelang van die geval: Met dien verstande dat, indien die werknemer deur enige ander werkgever vir die openbare vakansiedag betaal word, die bedrag terugbetaal moet word aan die werkgever wat dit inbetaal het.

(2) (a) Elke geregistreerde draadwerker of spesialisambagsman moet wanneer hy ingevolge klousule 11 vir verlof kwalifiseer, die volgende verlofbonusse betaal word op dieselfde tydstip as waarop sy verlofbesoldiging betaal word:

	R
(i) Gedurende die eerste jaar by 'n werkgever.....	180
(ii) Gedurende die tweede jaar by dieselfde werkgever....	180
(iii) Gedurende die derde jaar by dieselfde werkgever.....	220
(iv) Gedurende die vierde jaar by dieselfde werkgever....	260
(v) Gedurende die vyfde en daaropvolgende jare by dieselfde werkgever.....	300

(b) Alle ambagsmanne moet onder dieselfde voorwaardes 50 persent van die verlofbonus voorgeskryf in paragraaf (a) betaal word.

(c) Elke installeerder van elektriese leipype vir wie lone in klousule 4 (1) (d) (i) voorgeskryf word moet, wanneer hy ingevolge klousule 11 vir verlof kwalifiseer, die volgende verlofbonusse betaal word op dieselfde tydstip as waarop sy verlofbesoldiging betaal word:

	R
(i) Gedurende die eerste jaar by 'n werkgever.....	100
(ii) Gedurende die tweede jaar by dieselfde werkgever....	100
(iii) Gedurende die derde jaar by dieselfde werkgever.....	120
(iv) Gedurende die vierde jaar by dieselfde werkgever....	145
(v) Gedurende die vyfde en daaropvolgende jare by dieselfde werkgever.....	165

(d) Elke installeerder van elektriese leipype vir wie lone in klousule 4 (1) (d) (ii) voorgeskryf word moet, wanneer hy ingevolge klousule 11 vir verlof kwalifiseer, 'n verlofbonus van R75 betaal word op dieselfde tydstip as waarop sy verlofbesoldiging betaal word.

(e) Alle vakleerlinge en kwekelinge moet 'n verlofbonus gelykstaande aan een week se lone wat betaal word aan sodanige vakleerling of kwekeling, betaal word.

(f) Enige dienstrydperk in die kategorieë in hierdie klousule bedoel voor die datum van publikasie van hierdie Ooreenkoms, moet as kwalifiserende tydperk ingevolge paragraaf (a) beskou word.

(3) (a) Waar die diens van 'n werknemer vir wie lone in klousule 4 (1) (c) of (d) (i) of (ii) voorgeskryf word, beëindig word voor voltooiing van 237 voltooiende werkdae by 'n werkgever, moet sodanige werkgever binne sewe dae na diensbeëindiging, op die vorm deur die Raad voorgeskryf, pro rata-verlofbonus ooreenkomstig onderstaande formule aan die Raad betaal:

$$\frac{\text{Getal voltooiende werkdae by werk-}}{\text{gewer in huidige verloftydkring}} \times \frac{\text{verlofbonus van toepas-}}{\text{sing op sodanige werk-}} \\ \text{nemer.}$$

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(b) Waar die diens van 'n werknemer vir wie lone in klousule 4 (1) (c) of (d) (i) of (ii) voorgeskryf word, beëindig word na voltooiing van 237 werkdae by 'n werkgever, maar voordat die jaarlikse verlof aan hom toegestaan is, moet sy werkgever—

(i) die verlofbonus aan hom verskuldig ingevolge paragraaf (a), (b), (c) of (d) van subklousule (2), na gelang van die

(b) The payment prescribed in paragraph (a) hereof shall be deemed to be full payment in respect of such public holiday, and subject to the provisions of clause 10 of the Agreement no employee shall be entitled to further compensation in respect of such public holiday.

(c) Notwithstanding the provisions of paragraphs (a) and (b) hereof, an employee who is required by his employer to work on the working day immediately prior to and/or succeeding a public holiday and who absents himself on such working day(s) shall not be entitled to payment for such public holiday: Provided that an employee shall be entitled to payment for such public holiday where the employer has given permission for such absence, or has condoned such absence, or where the employee was sick and can produce a medical certificate to prove it if required by the employer, or where the public holiday falls during the period of the annual leave of the employee.

(d) Where an employer dismisses an employee and the employment is terminated within a period of five working days prior to a public holiday such employer shall notify the Council, in writing, of the dismissal and shall pay to the Council the amount equivalent to what the employee would have been paid in respect of the public holiday and the Council shall, in its sole discretion, decide whether the employee is entitled to the payment, whereupon the said amount shall be paid to the employee or refunded to the employer, as the case may be: Provided that where the employee is paid for the public holiday by any other employer the amount shall be refunded to the employer who paid in the amount.

(2) (a) Every registered wireman or specialist artisan shall be paid the following leave bonuses whenever he qualifies for leave in terms of clause 11 at the same time his leave pay is paid:

	R
(i) During the first year with an employer.....	180
(ii) During the second year with the same employer.....	180
(iii) During the third year with the same employer.....	220
(iv) During the fourth year with the same employer.....	260
(v) During the fifth and subsequent years with the same employer.....	300

(b) All artisans shall, under the same conditions, be paid 50 per cent of the leave bonus prescribed in paragraph (a).

(c) Every electrical conduit installer for whom wages are prescribed in clause 4 (1) (d) (i) shall be paid the following leave bonuses whenever he qualifies for leave in terms of clause 11 at the same time his leave pay is paid:

	R
(i) During the first year with an employer.....	100
(ii) During the second year with the same employer.....	100
(iii) During the third year with the same employer.....	120
(iv) During the fourth year with the same employer.....	145
(v) During the fifth and subsequent years with the same employer.....	165

(d) Every electrical conduit installer for whom wages are prescribed in clause 4 (1) (d) (ii) shall be paid a leave bonus of R75 whenever he qualifies for leave in terms of clause 11 at the same time his leave pay is paid.

(e) All apprentices and trainees shall be paid a leave bonus equivalent to one week's wages paid to such apprentice or trainee.

(f) Any period of employment in the categories referred to in this clause prior to the date of publication of this Agreement shall count as qualifying period in terms of paragraph (a).

(3) (a) Where the employment of an employee for whom wages are prescribed in clause 4 (1) (c), or (d) (i) or (ii) is terminated before the completion of 237 completed working days with an employer, such employer shall pay to the Council, on the form prescribed by the Council, within seven days of termination of employment, pro rata leave bonus in accordance with the following formula:

$$\frac{\text{Number of completed working}}{\text{days with employer in present}} \times \frac{\text{leave bonus applicable to}}{\text{leave cycle}} \quad \text{such employee}$$

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(b) Where the employment of an employee for whom wages are prescribed in clause 4 (1) (c) or (d) (i) or (ii) is terminated after the completion of 237 completed working days with an employer, but before the annual leave has been granted to him, his employer shall—

(i) pay him the leave bonus due in terms of paragraphs (a), (b), (c) or (d) of subclause (2), as the case may be, in

geval, ten opsigte van die verloftydperk wat opgeloopt het maar nie toegestaan was voor die datum van sy diensbeëindiging nie, aan hom betaal; en

(ii) 'n bedrag bereken ooreenkomstig die formule in paragraaf (3) (a) ten opsigte van die diens tydperk voltooi na die datum waarop hy ingevolge klousule 11 (1) (a) (i) op verlof geregtig geword het, binne sewe dae na diensbeëindiging, aan die Raad betaal op die vorm deur die Raad voorgeskryf.

(c) Ondanks paragrafe (a) en (b), is geen werknemer vir wie lone in klousule 4 (1) (c) of (d) (i) of (ii) voorgeskryf word, geregtig op verlofbonus nie, afgesien daarvan of dit aan hom of aan die Raad betaal is, tensy hy 25 werkdade by dieselfde werkgever voltooi het.

(d) 'n Werknemer vir wie lone in klousule 4 (1) (c) of (d) (i) of (ii) voorgeskryf word, moet sy verlofbonus betaal word wanneer hy vir verlof kwalifiseer en met verlof gaan, of kan sy verlofbonus eis na 49 weke vanaf die eerste datum op die vorm in klousule 11 (1) (a) (vi) (ab) bedoel.

(e) Enige tydperk wat 'n werknemer langer as twee dae, tot 'n maksimum van 43 dae per jaar, met siekte afwesig is, moet as kwalifiserende tydperk vir verlofbonus beskou word: Met dien verstande dat waar die werkgever dit vereis, 'n mediese sertifikaat getoon moet word.

### 13. DIENSBONUS

(1) Elke geregistreerde draadwerker en spesialisambagsman moet 'n diensbonus van R200 per jaar, na elke diensjaar by dieselfde werkgever, betaal word wanneer hy vir verlof ingevolge klousule 11 kwalifiseer en sodanige bonus moet betaal word op dieselfde tyd as dié waarop sy verlofbesoldiging betaal word.

(2) Alle installeerders van elektriese leipype vir wie lone in klousule 4 (1) (d) (i) voorgeskryf word, moet onder dieselfde voorwaardes 'n diensbonus van R110 per jaar betaal word.

(3) Alle installeerders van elektriese leipype vir wie lone in klousule 4 (1) (d) (ii) voorgeskryf word, moet onder dieselfde voorwaardes 'n diensbonus van R82,50 per jaar betaal word.

(4) As 'n werknemer in subklousule (1), (2) of (3) bedoel 'n werkgever verlaat of sy diens deur sy werkgever beëindig word nadat hy nege maande of meer van daardie jaar by dieselfde werkgever in diens was, kan hy na die Raad appelleer om betaling deur sy werkgever van 'n pro rata-gedeelte van sy diensbonus. In so 'n geval moet die betaling of nie van sy pro rata-diensbonus geheel en al na goeddunke van die Raad geskied.

### 14. PRO RATA-VERLOFBESOLDIGING

(1) Wanneer die diens van 'n werknemer beëindig word en geld ingevolge klousule 11 (1) (a) (v) of 11 (1) (a) (vi) of 12 (3) (a) of 12 (3) (b) (ii) aan die Raad betaal moet word, moet die werkgever bewysstukke wat deur die Raad verskaf word in drievoud invul. Die werkgever moet een bewysstuk aan die werknemer gee as hy die diens verlaat, een hou, en die derde een saam met die geld binne sewe dae na diensbeëindiging aan die Raad stuur. Sodanige geld moet by die Raad se kantore inbetaal of per aangetekende pos aan die Raad gestuur word.

(2) Alle geld wat ingevolge subklousule (1) ontvang word, moet in 'n afsonderlike bankrekening gestort word, en die Raad kan sodanige geld van tyd tot tyd op vaste deposito of as onmiddellik opvraagbaar belê, of in opbetaalde permanente aandele in 'n bank of bouvereniging of in Nasionale Spaarsertifikate. Die rente uit sodanige beleggings verkry, val aan die algemene fondse van die Raad toe.

(3) 'n Werknemer vir wie geld in subklousule (1) bedoel deur die Raad gehou word, is daarop geregtig om minstens sewe dae voor die datum waarop hy met verlof vertrek by die Sekretaris van die Raad aansoek te doen om die uitbetaling daarvan, en moet by aansoek die bewysstuk wat die werkgever hom gegee het en wat in subklousule (1) bedoel word aan die Raad oorhandig: Met dien verstande dat waar 'n werknemer by die Nywerheid uit diens getree het en sy verlof sou verval het indien hy by die Nywerheid in diens gebly het, die aansoek om uitbetaling by die Raad gedoen moet word minstens sewe dae voordat die betaling vereis word.

(4) Bewysstukke wat aan werknemers uitgereik word, is nie oordraagbaar nie en geen geld wat daarkragtens verskuldig is mag gesedeer of verpand word nie.

(5) Geen verlofbewysstukke mag uitgereik word nie behalwe ooreenkomstig hierdie klousule.

(6) Alle geld wat onopgeëis bly vir 'n tydperk van twee jaar vanaf die datum waarop dit kragtens klousule 11 verskuldig geword het, moet aan die algemene fondse van die Raad oorgedra word: Met dien verstande dat die Raad magtiging kan verleen vir die betaling, uit sy algemene fondse van eise wat ná sodanige tydperk van twee jaar ingedien word.

respect of the period of leave which has accrued but was not granted before the date of termination of his employment; and

(ii) pay to the Council, on the form prescribed by the Council, within seven days of termination of employment an amount calculated in accordance with the formula in paragraph (3) (a) in respect of the period of employment completed after the date on which he became entitled to leave in terms of clause 11 (1) (a) (i).

(c) Notwithstanding the provisions of paragraphs (a) and (b), no employee for whom wages are prescribed in clauses 4 (1) (c) or (d) (i) or (ii) shall be entitled to leave bonus, whether paid to him or to the Council, unless he has completed 25 working days with the same employer.

(d) An employee for whom wages are prescribed in clauses 4 (1) (c) or (d) (i) or (ii) shall be paid his leave bonus when he qualifies and proceeds on leave or may claim his leave bonus after 49 weeks from the first date on the form referred to in clause 11 (1) (a) (vi) (ab).

(e) Any period an employee is off sick in excess of two days up to a maximum of 43 days per annum shall count as qualifying period for leave bonus: Provided that, where it is required by the employer, a medical certificate shall be produced.

### 13. SERVICE BONUS

(1) Every registered wireman and specialist artisan shall be paid a service bonus of R200 per year after every year of service with the same employer whenever he qualifies for leave in terms of clause 11, and such bonus shall be paid at the same time as his leave pay is paid.

(2) Every electrical conduit installer for whom wages are prescribed in clause 4 (1) (d) (i) shall, under the same conditions, be paid a service bonus of R110 per year.

(3) Every electrical conduit installer for whom wages are prescribed in clause 4 (1) (d) (ii) shall, under the same conditions, be paid a service bonus of R82,50 per year.

(4) If an employee referred to in subclauses (1), (2) or (3) leaves an employer or his employment is terminated by his employer after having served nine months or more of that year with that same employer he may appeal to the Council for a pro-rata share of his service bonus to be paid to him by the employer. In such a case it shall be entirely in the discretion of the Council whether or not the employee be paid his pro-rata service bonus.

### 14. PRO-RATA LEAVE PAY

(1) Whenever the services of an employee are terminated and money has to be paid to the Council in terms of clauses 11 (1) (a) (v) or 11 (1) (a) (vi) or 12 (3) (a) or 12 (3) (b) (ii) the employer shall complete vouchers supplied by the Council in triplicate. The employer shall hand one voucher to the employee when he leaves, retain one and forward the third one together with the money to the Council within seven days of termination of employment. Such moneys shall be paid in at the offices of the Council or forwarded to the Council under registered cover.

(2) All moneys received in terms of subclause (1) shall be deposited into a separate banking account and such moneys may be invested by the Council from time to time on fixed deposit or on call, or in paid-up permanent shares with a bank or building society or in National Savings Certificates. Any interest derived from such investments shall accrue to the general funds of the Council.

(3) An employee for whom money referred to in subclause (1) is held by the Council shall be entitled to apply to the Secretary of the Council for payment at least seven days before the date on which he proceeds on leave and shall surrender the voucher given to him by the employer and referred to in subclause (1) to the Council when making application: Provided that where an employee has left the Industry and his leave would have been due had he remained in the Industry, the application for payment shall be made to the Council at least seven days before payment is required.

(4) Vouchers issued to employees are not transferable and no moneys due in terms thereof shall be ceded or pledged.

(5) No leave vouchers shall be issued otherwise than in accordance with this clause.

(6) All moneys unclaimed within a period of two years from the date on which they have become due in terms of clause 11 shall be transferred to the general funds of the Council: Provided that the Council may authorise payment from its general funds of claims submitted after such period of two years.

(7) 'n Openbare rekenmeester wat deur die Raad aangestel moet word, moet die rekenings in verband met die vakansiegeld jaarliks ouditeer en voor of op 30 September elke jaar of so gou moontlik daarna 'n staat opstel wat—

- (a) alle geld wat ontvang is; en
- (b) alle geld wat uitbetaal is;

gedurende die 12 maande geëindig die vorige 30 Junie, moet aantoon en ook 'n balansstaat moet bevat wat die bates en laste, soos op daardie datum, moet aantoon. Die geouditeerde staat en balansstaat, tesame met die ouditeur se verslag daaroor, moet op die kantoor van die Raad ter insae lê.

Juiste kopieë van die geouditeerde staat en balansstaat, mede-onderteken deur die Voorsitter van die Raad, en van die ouditeur se verslag daaroor, moet binne ses maande na die einde van die tydperk waarop dit betrekking het, aan die Sekretaris van Arbeid, Pretoria, gestuur word.

#### 15. UITGAWES VAN DIE RAAD

(1) (a) Ten einde die uitgawes van die Raad te bestry, moet elke werkgewer die bedrag hieronder gemeld ten opsigte van elke week of gedeelte van 'n week diens, met inbegrip van die tydperk wat 'n werknemer ooreenkomstig klousule 11 met verloop is aftrek van die verdienste van elkeen van sy werknemers hieronder genoem:

(i) Werknemers vir wie lone in klousule 4 (1) (c) voorgeskryf word.....	20
(ii) Drywers en installeerders van elektriese leipype.....	15
(iii) Arbeiders.....	8

(b) By die bedrae aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en sodanige bedrae aan die Raad betaal ooreenkomstig die prosedure soos in subklousule (2) hiervan voorgeskryf: Met dien verstande dat indien die totale bedrag wat ooreenkomstig hierdie subklousule aan die Raad betaalbaar is, minder as R5 per maand bedra, die werkgewer die bedrag van R5 moet betaal.

(2) Alle bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet deur die werkgewer aan die Sekretaris van die Raad gestuur word en wel voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is.

(3) Wanneer die werkgewer bostaande bydraes aan die Raad stuur, moet hy 'n lys voorlê op 'n gedrukte vorm wat deur die Raad verskaf word, waarop die name en identiteitsnommers verskyn van al die werknemers wat by hom in diens is en op wie hierdie Ooreenkoms van toepassing is.

#### 16. REGISTRASIE VAN WERKGEWERS

(1) (a) Elke werkgewer wat by die Elektrotegniese Aannemingsnywerheid betrokke is, moet binne 30 dae vanaf die datum waarop hierdie Ooreenkoms in werking tree by die Raad registreer deur die volgende besonderhede op die vorm deur die Raad voorgeskryf aan die Sekretaris van die Raad te stuur:

- (i) Volle naam;
- (ii) besigheidsadres;
- (iii) woonadres;
- (iv) die name van alle werknemers by hom in diens en, ten opsigte van elke individuele werknemer, sodanige persoonlike besonderhede as wat die Raad mag verlang.

(b) Geen werkgewer mag vir meer as 30 dae na registrasie met sy werksaamhede in die Nywerheid voortgaan tensy hy die volgende aan die Raad voorgelê het:

(i) 'n Elektrotegniese-aannemingslisensie uitgereik kragtens artikel 19 van die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939; en

(ii) waar vereis die nodige handelslisensie uitgereik kragtens die Transvaalse Ordonnansie op Lisensies, 1974, of bewys dat hy 'n bedryfsinrigting bestuur wat geregistreer is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941;

(iii) die vereistes in subparagrafe (i) en (ii) van hierdie paragraaf gestel moet gedurende die registrasie periode nagekom word en bewys van die voortgesette geldigheid daarvan moet op versoek van die Raad gelewer word.

(c) 'n Werkgewer wat reeds voor die datum van inwerking-treding van hierdie Ooreenkoms besonderhede kragtens hierdie klousule verstrek het, word geag die bepalinge daarvan na te gekom het en by die Raad geregistreer te wees.

(7) A public accountant, to be appointed by the Council, shall audit the accounts relating to the holiday moneys annually and shall not later than 30 September of each year, or as soon as possible thereafter, prepare a statement showing—

- (a) all moneys received; and
- (b) all the amounts paid out;

during the 12 months ended 30 June preceding, together with a balance sheet showing the assets and liabilities as at that date. The audited statement and balance sheet together with the auditor's report thereon shall lie for inspection at the Council's offices.

True copies of the audited statement and balance sheet, countersigned by the Chairman of the Council, and of the auditor's report thereon shall be transmitted to the Secretary for Labour, Pretoria, within six months of the period to which it relates.

#### 15. EXPENSES OF THE COUNCIL

(1) (a) For the purpose of meeting the expenses of the Council, every employer shall deduct the amount set out below in respect of each week or a part of a week of employment, including the period any employee is on leave in terms of clause 11, from the earnings of each of his employees referred to below:

(i) Employees for whom wages are prescribed in clause 4 (1) (c).....	20
(ii) Drivers and electrical conduit installers.....	15
(iii) Labourers.....	8

(b) To the amounts so deducted the employer shall add an equal amount and the said amounts shall be paid by the employer to the Council in accordance with the procedure laid down in subclause (2) hereof: Provided that should the total amount payable to the Council in terms of this subclause be less than R5 per month, the employer shall pay the amount of R5.

(2) All amounts payable in accordance with the provisions of subclause (1) of this clause shall be forwarded by the employer to the Secretary of the Council on or before the seventh day of each month following that in respect of which the deductions were made.

(3) When forwarding the above contributions to the Council the employer shall submit a list on a printed form supplied by the Council, showing the names and identity numbers of all employees employed by him to whom this Agreement applies.

#### 16. REGISTRATION OF EMPLOYERS

(1) (a) Every employer in the Electrical Contracting Industry shall within 30 days of the date of coming into operation of this Agreement register with the Council by forwarding to the Secretary of the Council the following particulars on the form prescribed by the Council:

- (i) Full name;
- (ii) business address;
- (iii) residential address;
- (iv) the names of all employees employed by him and, in respect of each individual employee, such personal particulars as may be required by the Council.

(b) No employer shall continue to operate in the Industry for more than 30 days after registration, unless he has produced to the Council—

(i) an electrical contractor's licence issued in terms of section 19 of the Electrical Wiremen and Contractors Act, 1939; and

(ii) where required the necessary trading licence issued in terms of the Transvaal Licences Ordinance, 1974, or proof that he conducts an establishment registered in terms of the Factories, Machinery and Building Work Act, 1941;

(iii) the requirements of subparagraphs (i) and (ii) of this paragraph shall be maintained during the period of registration and evidence of the continued validity thereof shall be produced at the request of the Council.

(c) An employer who has already, prior to the date of coming into operation of this Agreement, furnished the particulars required under this clause, shall be deemed to have complied with the provisions thereof and to be registered with the Council.

(d) Werkgewers wat na die datum van inwerkingtreding van hierdie Ooreenkoms tot die Nywerheid toetree moet by die Raad registreer en moet binne 30 dae na aanvang van werksaamhede die besonderhede wat ooreenkomstig hierdie klousule verlang word, verstrek.

(e) Waar die werkgever 'n vennootskap of maatskappy is, moet die inligting wat ingevolge paragraaf (a) (i), (ii) en (iii) van hierdie subklousule vereis word, verstrek word te opsigte van elke vennoot, direkteur, bestuurder en sekretaris. Die naam waaronder die vennootskap of maatskappy sake doen, moet ook verstrek word.

(2) Die Sekretaris van die Raad moet 'n register byhou van alle werkgewers soos in subklousule (1) hiervan gemeld.

(3) Elke geregistreerde werkgever moet die Raad skriftelik in kennis stel van alle veranderinge in die besonderhede wat by registrasie verstrek is en dit wel doen binne 'n tydperk van 30 dae vanaf die datum waarop sodanige verandering plaasvind.

(4) (a) Elke werkgever wat die volgende klasse werknemers in sy diens het, moet ten opsigte van elke werknemer in elke kategorie die bedrae by die Raad deponeer wat teenoor elke klas aangegee word:

	Elk
	R
(i) Geregistreerde draadwerker.....	500
(ii) Spesialisambagsman.....	500
(iii) Ambagsman.....	400
(iv) Installeerder van elektriese leipype.....	275
(v) Drywer.....	100
(vi) Arbeider.....	60

(b) Die bedrae wat ingevolge paragraaf (a) by die Raad inbetaal word, moet in 'n aparte rekening gestort word en kan deur die Raad belê word in opbetaalde aandele, vaste deposito's of spaarrekenings by enige bank of bougenootskap.

(c) Ingeval 'n werkgever insolvent raak, moet die Raad die verlofbesoldiging, verlofbonusse en diensbonusse aan die werknemers van die werkgever uitbetaal: Met dien verstande dat die werknemer sy eis aan die Raad gesedeer het en die Raad die reg het om enige bedrag op te eis wat meer is as die deposito wat ingevolge paragraaf (a) by die Raad gestort is.

(d) Alle werkgewers moet binne 30 dae vanaf die publikasiedatum van hierdie Ooreenkoms die bedrae in paragraaf (a) voorgeskryf by die Raad stort.

(e) Alle werkgewers wat ná die publikasiedatum van hierdie Ooreenkoms tot die Nywerheid toetree, moet die bedrae in paragraaf (a) voorgeskryf binne 30 dae ná die aanvang van die besigheid by die Raad stort.

(f) 'n Werkgever wat 'n werknemer in diens neem vir wie 'n deposito ingevolge paragraaf (a) vereis word, moet die voorgeskrewe bedrag binne 30 dae nadat die werknemer by hom in diens getree het by die Raad stort: Met dien verstande dat die werkgever die geld binne 30 dae nadat die werknemer sy diens verlaat het, van die Raad kan terugeis.

(g) Die werkgever kan stortings by die Raad ingevolge paragraaf (a) na 'n ander werknemer oordra: Met dien verstande dat die totale bedrag van die storting al die werknemers dek vir wie stortings vereis word.

(h) Ondanks andersluidende bepalings in hierdie subklousule, kan die werkgever aan die Raad 'n toepaslike waarborg verskaf wat vir die Raad aanneemlik is in plaas van die storting wat ingevolge paragraaf (a) vereis word: Met dien verstande dat alle ander bepalings betreffende die wyse van uitbetaling van die deposito op die verskaffing aan die waarborg van toepassing is.

## 17. AGENTE

(1) Die Raad moet een of meer persone as agente aanstel om hom te help om uitvoering aan hierdie Ooreenkoms te gee. 'n Agent het die reg om—

(a) enige perseel of plek waarin die Elektrotegniese Aannemingsnywerheid beoefen word, te enige tyd te betree wanneer hy grond het om te vermoed dat enigeen daar werksaam is;

(b) enigeen wat hy in of op die perseel of plek vind, mondeling te ondervra, hetsy alleen of in die teenwoordigheid van ander persone as hy dit goed ag, in verband met sake wat op hierdie Ooreenkoms betrekking het, en hy mag van sodanige persoon vereis om te antwoord op die vrae wat gestel word;

(c) te vereis dat dié boeke, tydstate, registers en dokumente wat nodig mag wees ten einde vas te stel of hierdie Ooreenkoms nagekom word, voorgelê word en om sodanige stukke te ondersoek en afskrifte daarvan te maak.

(d) Employers entering the Industry after the date of coming into operation of this Agreement shall register with the Council and shall furnish the particulars required under this clause within 30 days of commencing operations.

(e) Where the employer is a partnership or company, information in accordance with paragraph (a) (i), (ii) and (iii) of this subclause shall be furnished in respect of each partner, director, manager and secretary. The title under which the partnership or company is operating shall also be furnished.

(2) The Secretary of the Council shall maintain a register of all employers referred to in subclause (1) hereof.

(3) Every registered employer shall notify the Council in writing of any change in the particulars furnished on registration within a period of 30 days from the date of which such change takes place.

(4) (a) Every employer who has in his employ the following categories of employees shall deposit with the Council the amounts given against each category in respect of every employee in each category:

	Each
	R
(i) Registered wireman.....	500
(ii) Specialist artisan.....	500
(iii) Artisan.....	400
(iv) Electrical conduit installer.....	275
(v) Driver.....	100
(vi) Labourer.....	60

(b) The amounts paid to the Council in terms of paragraph (a) shall be deposited in a separate account and may be invested by the Council in paid-up shares, fixed deposits or savings accounts with any bank or building society.

(c) In the case of insolvency of an employer the Council shall pay the leave pay, leave bonuses and service bonuses to the employees of the employer: Provided that the employee has ceded his claim to the Council and that the Council has the right to claim any amount in excess of the deposit lodged with the Council in terms of paragraph (a).

(d) All employers shall deposit the amounts prescribed in paragraph (a) with the Council within 30 days from the date of publication of this Agreement.

(e) All employers entering the Industry after the date of publication of this Agreement shall deposit the amounts prescribed in paragraph (a) with the Council within 30 days of commencement of business.

(f) An employer taking on an employee for whom a deposit is required in terms of paragraph (a) shall deposit the prescribed amount with the Council within 30 days of the employee entering his service: Provided that an employer may reclaim the money from the Council 30 days after the employee has left his service.

(g) Deposits made with the Council in terms of paragraph (a) may be transferred to another employee by the employer: Provided that the total amount of the deposit covers all the employees for whom deposits are required.

(h) Notwithstanding anything contained in this subclause, the employer may furnish to the Council a suitable guarantee which is acceptable to the Council in the place of the deposit required in terms of paragraph (a): Provided that all other provisions pertaining to the manner of payment of the deposit shall be applicable to the lodging of the guarantee.

## 17. AGENTS

(1) The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. An agent shall have the right to—

(a) enter any premises or place in which the Electrical Contracting Industry is carried on at any time when he has reasonable cause to believe that any person is employed therein;

(b) orally examine, either alone or in the presence of any other persons as he thinks fit with respect to matters relating to this Agreement, every person whom he finds in or about the premises or place and require such persons to answer the questions put;

(c) require the production of and inspect, examine and copy such books, time sheets, records and documents as may be necessary for ascertaining whether the provisions of this Agreement are being complied with.

- (2) Wanneer die agent 'n perseel betree, inspeksiewerk doen of ondersoek instel, mag hy 'n tolk met hom saamneem.
- (3) Elkeen vir wie hierdie Ooreenkoms bindend is, moet aan die agent al die fasiliteite verleen wat hierbo genoem word.

#### 18. KENNISGEWINGBORD

- (1) Elke werkgever en alle werkgevers wat in vennootskap werk, moet waar hy of hulle ook al elektrotegniese aannemingswerk uitvoer, op 'n opvallende plek wat vir die publiek toeganklik is 'n kennisgewingbord vertoon wat minstens 75 cm by 50 cm groot of deur die Raad goedgekeur is, en sodanige kennisgewingbord moet die besigheidsnaam en besigheidsadres van sodanige werkgever of vennootskap meld.
- (2) Hierdie klousule is slegs van toepassing op kontrakte wat sewe agtereenvolgende dae en langer duur.
- (3) Die naam van die werkgeversorganisasie waarvan die werkgever lid is, moet ook getoon word op die kennisgewingsbord in subklousule (1) bedoel.

#### 19. DIENSBEEÏNDIGING

- (1) (a) 'n Werknemer wat sy diens by sy werkgever wil beëindig en 'n werkgever wat die diens van 'n werknemer wil beëindig, moet minstens een werkdag vooraf kennis van diensopsegging aan die werkgever of die werknemer gee, na gelang van die geval.
- (b) Indien die kennis in paragraaf (a) hiervan bedoel, gegee word binne 'n halfuur na die begin van 'n gewone skof, kan sodanige werkdag by die toepassing van hierdie klousule in rekening gebring word.
- (2) 'n Werkgever mag 'n werknemer een werkdag se loon betaal in plaas van die diensopsegging waarop die werknemer geregtig is.
- (3) 'n Werkgever mag, mits daar aan klousules 15 en 23 en die voorskrifte van enige ander Ooreenkoms van die Raad voldoen word, een werkdag se loon van die besoldiging wat aan 'n werknemer verskuldig is, aftrek as sodanige werknemer sy diens verlaat sonder om kennis te gee en die opseggingstermyn uit te dien soos hierin vereis. Geld aldus teruggehou, moet onmiddellik daarna aan die Sekretaris van die Raad betaal of per geregistreerde pos aan hom gestuur word tesame met 'n verklaring van die gebeurtenisse wat gelei het tot en plaasgevind het onmiddellik voor die terughou van sodanige geld.
- (4) Dit berus uitsluitlik by die Raad om na goedvinde en na ondersoek te bepaal of die geld aan die werknemer betaal moet word en of die werknemer sodanige geld moet verbeur, en in so 'n geval word die geld aan die betrokke werkgever betaal. Die Raad kan ook sodanige geld tussen die betrokke werkgever en die betrokke werknemer verdeel op 'n grondslag wat die Raad na sy goedvinde mag bepaal.

#### 20. OPBERGING, VERSEKERING EN VERSKAFFING VAN GEREEDSKAP

- (1) Die werkgever moet by alle werkplekke, stukwerk, loodse en werkwinkels 'n toesluitkas voorsien om die gereedskap in toe te sluit. Die werkgever moet dié gereedskap tot 'n maksimum bedrag van R300 teen verlies deur brand of diefstal verseker. Met dien verstande dat die werknemer in besit is van die gereedskap wat van tyd tot tyd deur die Raad voorgeskryf word en 'n lys daarvan vooraf by die werkgever ingedien was. Voorts met dien verstande dat daar 'n werklike inbraak plaasgevind het en die saak aan die S.A. Polisie gerapporteer is en die werknemer die eerste 10 persent van die eis betaal.
- (2) Die werkgever moet, waar sodanige gereedskap nodig is, pypskroewe, buiers, draadsnygereedskap soos stokke, snymoere en snytappe, ruimers, houtbeitels, bore, ystersaaglemme, groot hamers, beitels vir dryfbeton, blaaslampe, vyle, gatsae, elektriese bore, onderstelpone en geisermoersleutels verskaf en alle verslyte snygereedskap vervang. Met dien verstande dat dié gereedskap die eiendom van die werkgever bly. Die werknemer moet die nodige versigtigheid aan die dag lê by die gebruik en opberging van die gereedskap wat sy werkgever verskaf het.

#### 21. INDIENSNEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR

Geen werkgever mag enigeen onder die leeftyd van 15 jaar in diens neem nie.

#### 22. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf by die regulasies wat kragsins die Wet opgestel is, in elke werkwinkel, werkplek of werf waar hy sy sake verrig, vertoon in 'n opvallende plek waartoe al sy werknemers maklik toegang het.

- (2) The agent, when entering, inspecting or examining, may take with him an interpreter.

- (3) Every person upon whom the provisions of this Agreement are binding shall grant the agent all the facilities referred to.

#### 18. NOTICE BOARD

- (1) Every employer and all employers working in partnership shall, wherever electrical contracting operations are being carried out by him or them, display in a conspicuous place, accessible to the public, a notice board of a size not less than 75 cm by 50 cm or a notice board approved by the Council, showing the business name and address of such employer or partnership.
- (2) This clause shall only apply to contracts of seven consecutive days' duration and over.
- (3) The name of the employers' organisation of which the employer is a member shall also be shown on the notice board referred to in subclause (1).

#### 19. TERMINATION OF EMPLOYMENT

- (1) (a) An employee desirous of terminating his employment with his employer, and an employer desirous of terminating the services of an employee, shall give not less than one working day's notice of such termination of employment to the employer or the employee, as the case may be.
- (b) If the notice referred to in paragraph (a) hereof is given within half an hour of the commencement of a normal shift that working day may count for the purposes of this clause.
- (2) An employer may give an employee one working day's pay in lieu of the notice to which the employee is entitled.
- (3) Subject to compliance with the provisions of clauses 15, 23 and the provisions of any other Agreement of the Council and employer may withhold one working day's pay from any remuneration due to an employee if such employee leaves his employ without giving and completing the period of notice as required herein. Such moneys withheld shall be paid over or forwarded under registered cover to the Secretary of the Council immediately thereafter, together with a statement of the events leading up to the point at which the money was withheld.
- (4) It shall be entirely at the discretion of the Council to determine, after investigation, whether the money shall be paid to the employee or whether the employee shall forfeit the money, in which case it shall be paid to the employer concerned. The Council may also divide this money between the employer and the employee concerned on such basis as the Council may in its discretion decide.

#### 20. STORAGE, INSURANCE AND PROVISION OF TOOLS

- (1) A lock-up shall be provided by the employer on all jobs, jobbing work, sheds and workshops, for locking up tools. The employer shall insure such tools against loss by fire or theft up to a maximum amount of R300: Provided that the employee is in possession of the tools prescribed by the Council from time to time and an inventory had been lodged with the employer: Provided further that an actual break-in had occurred and the matter had been reported to the S.A. Police and the employee pays the first 10 per cent of any claim.
- (2) The employer shall, where such tools are necessary, provide pipe vices, benders, screwing tackle such as stocks, dies and taps, reamers, wood chisels, drills, hacksaw blades, large hammers, chisels for chasing concrete, blow lamps, files, hole saws, electric drills, chassis punches and geyser spanners, and the employer shall replace all worn cutting tools: Provided that such tools remain the property of the employer. The employee shall exercise due care in the use and storage of tools provided by his employer.

#### 21. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE

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

#### 22. EXHIBITION OF AGREEMENT

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

## 23. LEDEGELD VIR VAKVERENIGING EN WERKGEWERSORGANISASIE

(1) Elke werkgever wat lid is van die Electrical Contractors' Association (South Africa), moet die bedrag van die ledegeld wat aan die South African Electrical Workers' Association betaalbaar is, ten opsigte van elke week of gedeelte van 'n week diens, met inbegrip van die tydperk waarin 'n werknemer met verlof is ooreenkomstig klousule 11, aftrek van die verdienste van elkeen van sy werknemers vir wie 'n loon in klousule 4 (1) (c) van hierdie Ooreenkoms voorgeskryf word en moet die bedrag aldus afgetrek, saam met die vorm soos deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur en wel voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae afgetrek is.

2. Elke werkgever wat 'n lid is van die Electrical Contractors' Association (South Africa), Witwatersrandse/Pretoriase of Brits/Rustenburgse Takke, moet die heffing betaalbaar aan daardie vereniging, saam met die vorm deur die Raad voorgeskryf, aan die Sekretaris van die Raad stuur en wel voor of op die sewende dag van elke maand wat volg op die maand ten opsigte waarvan die bedrae betaal word.

(3) Die S.A. Electrical Workers' Association en die Electrical Contractors' Association (South Africa) moet die Raad vrywaar teen enige eis wat kan ontstaan ten opsigte van hierdie klousule en wanneer 'n aftrekking van die heffing ooreenkomstig hierdie klousule gemaak is, word die betrokke werknemer of werkgever geag sy ledegeld of heffing aan die genoemde vakvereniging of werkgeversorganisasie te betaal het, ongeag of die bedrag aan genoemde vakvereniging of werkgeversorganisasie betaal is of nie.

(4) Die Raad verbind hom om alle redelike dienste ter uitvoering van hierdie klousule te lewer, waarvoor 'n bedrag van 5 persent (vyf persent) van alle bydraes en heffings ingevolge subklousules (1) en (2) aan die Raad betaal moet word.

## 24. ORGANISEERDERS VAN VAKVERENIGING

Beampes van die vakvereniging moet in die gewone loop van hul pligte en met die vooraf verkreeë toestemming van die werkgever of sy gemagtigde verteenwoordiger, gedurende werkure toegang hê tot alle werkerterreine en werkwinkels, maar mag nie die voortsetting van werk deur enige werknemer belemmer nie: Met dien verstande dat sodanige toegang in verband staan met enige saak wat binne die bestek van die Wet op Nywerheidsversoenning val.

## 25. INDIENSNEMING VAN WERKNEMERS

(1) Lede van die vakvereniging stem daarmee in om slegs by lede van die werkgeversorganisasie diens te aanvaar, en lede van die werkgeversorganisasie stem daarmee in om slegs lede van die vakvereniging in diens te neem: Met dien verstande dat hierdie bepaling nie van toepassing is nie wanneer lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder grondige rede geweier is en die betrokke werknemers of werkgever sodanige weiering binne 14 dae aan die Raad rapporteer.

(2) Hierdie klousule is nie ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika van toepassing nie: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diensaanvaarding in die Nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree.

(3) Bewys dat 'n werknemer lid van die vakvereniging is, bestaan uit die voorlegging van 'n geldige lidmaatskapkaart wat uitgereik is deur die South African Electrical Workers' Association, en sodanige kaart moet op versoek deur die werknemer getoon word.

(4) Ondanks subklousule (1), kan 'n werkgever 'n werknemer vir wie 'n loon in klousule 4 (1) (c) voorgeskryf word en wat nie lid van die vakvereniging is nie, vir 'n tydperk van hoogstens een maand in diens neem: Met dien verstande dat sodanige werkgever homself daarvan oortuig het dat die werknemer vir wie 'n loon in klousule 4 (1) (c) voorgeskryf word 'n aansoekvorm om lidmaatskap van die vakvereniging ingevul het en dat sodanige vorm vir versending na die vakvereniging by die Raad ingedien is.

## 23. TRADE UNION AND EMPLOYERS' ORGANISATION SUBSCRIPTIONS

(1) Every employer who is a member of the Electrical Contractors' Association (South Africa) shall deduct the amount of the subscriptions payable to the South African Electrical Workers' Association, in respect of each week or part of a week of employment, including the period an employee is on leave in terms of clause 11, from the earnings of each of his employees for whom wages are prescribed in clause 4 (1) (b) of this Agreement and shall forward the amount thus deducted, with the form prescribed by the Council to the Secretary of the Council not later than the seventh day of each month following that in respect of which the deductions were made.

(2) Every employer who is a member of the Electrical Contractors' Association (South Africa) Witwatersrand, Pretoria or Brits/Rustenburg branches, shall forward the levy payable to the Secretary of the Council not later than the seventh day of each month following that in respect of which the payments are made.

(3) The S.A. Electrical Workers' Association and the Electrical Contractors' Association (South Africa) shall indemnify the Council against any claim that may arise in respect of this clause and when a deduction or the payment of the levy in terms of this clause has been made, irrespective whether this amount has been paid over to the said trade union or employers' organisation, the employee or employer concerned shall be deemed to have paid his subscriptions or levy to the said union or employers' organisation.

(4) The Council undertakes to render all reasonable service to give effect to this clause for which an amount of 5 (five) per cent of all contributions and levies in terms of subclauses (1) and (2) shall be paid to the Council.

## 24. TRADE UNION ORGANISERS

Officials of the trade union shall in the ordinary course of their duties and with the prior permission of the employer or his authorised representative have access to working sites and workshops during working hours, but shall not be allowed to interfere with the continued performance of work by any employee: Provided that such access shall be for the purpose of dealing with any matter falling within the scope of the Industrial Conciliation Act.

## 25. ENGAGEMENT OF EMPLOYEES

(1) Members of the trade union agree to accept employment with members of the employers organisation only, and members of the employers organisation agree to employ members of the trade union only: Provided that this provision shall not apply when membership of a party to his Agreement has been refused without reasonable cause in the opinion of the Council and the employees or employer concerned reported such refusal to the Council within 14 days.

(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 Republic of South Africa: Provided that if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union concerned to become a member of it, the provisions of this clause shall immediately come into operation.

(3) Proof of membership by an employee of the trade union shall be the production of a current membership card issued by the South African Electrical Workers' Association, and shall be produced by the employee on demand.

(4) Notwithstanding the provisions of subclause (1), an employer may employ an employee for whom wages are prescribed in clause 4 (1) (c) who is not a member of the trade union for a period not exceeding one month: Provided that such employer has satisfied himself that the employee for whom wages are prescribed in clause 4 (1) (c) has completed an application form for membership of the trade union and that such form has been lodged with the Council for transmission to the trade union.

## 26. DIE ONTWIKKELINGS- EN OPLEIDINGSFONDS VAN DIE ELEKTROTEGNIËSE AANNEMINGSNYWERHEID

(1) Elke werkgever moet, behoudens subklousule (2) hiervan, 'n bedrag van 37c per week ten opsigte van elke werknemer vir wie 'n loon in hierdie Ooreenkoms voorgeskryf word, tot die Ontwikkelings- en Opleidingsfonds van die Elektrotegniese Aannemingsnywerheid wie se konstitusie op 13 November 1978 amptelik deur die Departement van Arbeid goedgekeur is en soos dit ook van tyd tot tyd gewysig mag word (hieronder die "Ontwikkelingsfonds" genoem), bydra met die doel om die oogmerke van die Ontwikkelingsfonds te verwesenlik soos in die konstitusie daarvan uiteengesit.

(2) (a) Waar 'n werknemer deur twee of meer werkgevers gedurende dieselfde week in diens geneem is, moet die bedrag vir daardie week betaal word deur die werkgever by wie hy die eerste gedurende daardie week minstens agt uur in diens was.

(b) Geen bedrag moet ten opsigte van 'n werknemer wat minder as agt uur gedurende 'n week van Maandag tot en met Vrydag vir 'n werknemer in die Nywerheid gewerk het, betaal word nie.

(3) Elke werkgever moet voor of op die sewende dag van elke maand wat volg op die een ten opsigte waarvan die geld inbetaal word die bydraes betaalbaar ingevolge subklousule (1) saam met die vorm deur die Raad voorgeskryf aan die Sekretaris van die Raad stuur.

(4) Die Raad moet elke maand aan die Ontwikkelingsfonds die totale bedrag van die bydraes betaal wat ingevolge subklousule (1) van hierdie klousule ingevorder is, min 'n invorderingskoste van 2½ persent wat aan die algemene fondse van die Raad toeval.

(5) 'n Kopie van die konstitusie van die Ontwikkelingsfonds en van alle wysigings daarvan moet by die Raad en by die Sekretaris van Arbeid ingedien word.

(6) Juiste kopieë van die geouditeerde staat van inkomste en uitgawes en die balansstaat van die Ontwikkelingsfonds, mede-onderteken deur die Voorsitter van die Ontwikkelingsfonds, en van die ouditeur se verslag daaroor, moet ter tafel gelê word op die eerste vergadering van die Raad na ontvangs daarvan.

## 27. BOETES

Indien enige bedrag wat aan die Raad verskuldig of betaalbaar is ooreenkomstig klousules 15 (1), 23 (1), 23 (2), 26 (1) of 27 (1) nie deur die Raad ontvang is teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, of indien enige bedrag wat aan die Raad betaalbaar is ooreenkomstig klousules 14 (1) of 16 (4) (a) nie deur die Raad ontvang is binne 15 dae vanaf die vervaldatum in die betrokke klousules vermeld nie, moet die werkgever rente betaal op sodanige bedrag of op sodanige kleiner bedrag as wat onbetaald bly, bereken teen die koers van een persent per maand of gedeelte daarvan vanaf sodanige finale datum as wat in hierdie klousule voorgeskryf word tot die dag waarop betaling in kontant werklik deur die Raad ontvang word: Met dien verstande dat die Raad daartoe geregtig is om na sy volstrekte goedvinde betaling van sodanige rente of gedeelte daarvan kwyd te skeld.

## 28. HUUR VAN ARBEID

(1) Geen werknemer mag, terwyl hy in diens van 'n werkgever is, buite of gedurende die gewone werkure of die werkdae voorgeskryf in klousule 9, werk in die Elektrotegniese Aannemingsnywerheid, behalwe ten behoeve van sy eie werkgever, vra, onderneem of verrig nie, behalwe dat sodanige werknemer werk buite sy gewone werkure op sy eie perseel mag verrig.

(2) Geen werkgever mag 'n werknemer wat reeds in diens van 'n ander werkgever in die Elektrotegniese Aannemingsnywerheid is, hetsy vir vergoeding of nie, gedurende sy gewone werkure of daarbuite of gedurende die tydperk wat sodanige werknemer met verlof is, in diens neem nie.

(3) Geen werkgever mag 'n persoon op 'n ander wyse as kragtens hierdie Ooreenkoms huur nie, en mag ook nie die dienste van 'n werknemer verhuur aan of huur van 'n persoon nie, tensy sodanige persoon 'n werkgever in die Elektrotegniese Aannemingsnywerheid is, by die Raad geregistreer is en betrokke is by 'n werksaamheid of werksaamhede wat binne die Elektrotegniese Aannemingsnywerheid, soos in hierdie Ooreenkoms omskryf, val.

## 26. THE DEVELOPMENT AND TRAINING FUND OF THE ELECTRICAL CONTRACTING INDUSTRY

(1) Every employer shall, subject to the provisions of sub-clause (2) hereof, contribute the amount of 37c per week to the Development and Training Fund of the Electrical Contracting Industry the Constitution of which was officially approved by the Department of Labour on 13 November 1978, and as it may be amended from time to time (hereinafter referred to as "the Development Fund"), in respect of each employee for whom wages are prescribed in this Agreement, for the purpose of implementing the objects set forth in the Constitution of the Development Fund.

(2) (a) Where an employee is employed by two or more employers during the same week the payment for that week shall be made by the employer by whom he was first employed during the week for not less than eight hours.

(b) No payment shall be made in respect of an employee who works less than eight hours during any week from Monday to Friday (inclusive) for an employer in the Industry.

(3) Every employer shall forward the contributions payable in terms of subclause (1) with the form prescribed by the Council, to the Secretary of the Council not later than the seventh day of each month following that in respect of which the payments are made.

(4) The Council shall each month pay over to the Development Fund the total amount of contributions collected in terms of subclause (1) of this clause, less a collection fee of 2½ per cent, which amount shall accrue to the general funds of the Council.

(5) A copy of the constitution of the Development Fund and of any amendments thereto shall be lodged with the Council and the Secretary for Labour.

(6) True copies of the audited statement of revenue and expenditure and balance sheet of the Development Fund, counter-signed by the Chairman of the Development Fund, and of the auditor's report thereon shall be tabled at the first meeting of the Council after receipt thereof.

## 27. PENALTIES

Should any amount due or payable to the Council in terms of clause 15 (1), 23 (1), 23 (2), 26 (1) or 27 (1) not be received by the Council by the 15th day of the month following the month in respect of which it is payable, or should any amount payable to the Council in terms of clause 14 (1) or 16 (4) (a) not be received by the Council within 15 days of the due date stated in the relevant clauses, the employer shall pay interest on such amount or on such lesser amount as remains unpaid calculated at the rate of 1 per cent per month or part thereof from such final date prescribed in this clause until the day upon which payment in cash is actually received by the Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

## 28. HIRE OF LABOUR

(1) No employee whilst in the employ of an employer shall solicit, undertake or perform any work other than on behalf of his own employer, in the Electrical Contracting Industry, whether for remuneration or not, during or outside of the ordinary hours of work or working days prescribed in clause 9, save that such employee may carry out work on his own premises outside of normal working hours.

(2) No employer shall employ any employee of another employer in the Electrical Contracting Industry, whether for remuneration or not, during or outside of normal working hours or during any leave period of such employee.

(3) No employer shall hire any person other than under the terms of this Agreement nor shall he hire the services of any employee to or from any person unless such person is an employer engaged in the Electrical Contracting Industry and is engaged in any activity or activities falling within the Electrical Contracting Industry as defined in this Agreement and is registered with the Council.

## 29. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad om 'n afdoende rede aan enige persoon of persone skriftelik vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling ooreenkomstig hierdie klousule verleen word, die voorwaardes bepaal waarop sodanige vrystelling verleen word en die tydperk vasstel waarin sodanige vrystelling van krag is: Met dien verstande dat die Raad, as hy dit dienstig ag, na skriftelike kennisgewing aan die betrokke persoon of persone enige vrystellingstifikaat mag intrek afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) 'n Vrystellingstifikaat, onderteken deur die Sekretaris van die Raad, moet uitgereik word aan elke persoon aan wie vrystelling verleen word. 'n Stifikaat is nie in 'n ander gebied as dié waarvoor dit uitgereik word, geldig nie.

(4) Die Raad kan 'n vrystellingstifikaat te eniger tyd gedurende die tydperk waarvoor dit uitgereik is, intrek of wysig sonder om redes daarvoor te verstrek.

(5) 'n Werkgewer moet die gewysigde voorwaardes soos geskep deur 'n vrystellingstifikaat wat ooreenkomstig hierdie klousule uitgereik is, nakom.

## 30. ALGEMEEN

Geen werkgewer of werknemer mag afsien van die bepalings van hierdie Ooreenkoms nie, afgesien daarvan of die gemelde bepalings 'n voordeel of 'n verpligting vir die betrokke werkgewer of werknemer skep. Elke bepaling, subklousule of klousule skep 'n reg of 'n verpligting, na gelang van die geval, onafhanklik van die bestaan van ander bepalings. Ingeval 'n bepaling, subklousule of klousule van hierdie Ooreenkoms, hetsy voor- of nadat die Minister dit ingevolge die bepalings van die Wet in die *Staatskoerant* gepubliseer het, nie in werking is nie of *ultra vires* is vir sover dit die bevoegdhede van die partye of die Minister betref nie, dit hoegenaamd geen uitwerking het op die ander bepalings van die Ooreenkoms nie, wat in so 'n geval die Ooreenkoms uitmaak.

Soos gemagtig, vir en namens die partye by die Raad op hede die 11de dag van April 1979 in Johannesburg onderteken.

J. M. FRASER, Voorsitter van die Raad.

B. NICHOLSON, Ondervoorsitter van die Raad.

C. P. VENTER, Sekretaris van die Raad.

## 29. EXEMPTIONS

Subject to the proviso to section 51 (3) of the Act (1) the Council may, in writing, grant an exemption to any person or persons from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after notice in writing has been given to the person or persons concerned, withdraw any certificate or exemption whether or not the period for which exemption was granted has expired.

(3) A certificate of exemption under the signature of the Secretary of the Council shall be issued to every person exempted. A certificate shall not be valid in an area other than that for which it was granted.

(4) A certificate of exemption may be amended or withdrawn at any time by the Council without assigning any reason, during the period for which it was granted.

(5) An employer shall observe the modified conditions created by any certificate of exemption granted in accordance with the provisions of this clause.

## 30. GENERAL

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

Signed at Johannesburg as authorised for and on behalf of the parties to the Council of this 11th day of April 1979.

J. M. FRASER, Chairman of the Council.

B. NICHOLSON, Vice-Chairman of the Council.

C. P. VENTER, Secretary of the Council.

No. R. 1749

17 Augustus 1979

WET OP FABRIEKE, MASJINERIE EN  
BOUWERK, 1941

ELEKTROTEGNIJSE AANNEMINGSNYWER-  
HEID, TRANSVAAL

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Elektrotegniese Aannemingsnywerheid gepubliseer by Goewermentskennisgewing R. 1748 van 17 Augustus 1979, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 1749

17 August 1979

FACTORIES, MACHINERY AND BUILDING  
WORK ACT, 1941

ELECTRICAL CONTRACTING INDUSTRY,  
TRANSVAAL

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Electrical Contracting Industry published under Government Notice R. 1748 of 17 August 1979, to be, on the whole, not less favourable to the employee 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.

S. P. BOTHA, Minister of Manpower Utilisation.

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