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PRETORIA, 10 DECEMBER 1965.
10 DESEMBER

[No. 1301.]

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 1964.] [10 December 1965.

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC ELECTRICAL APPLIANCES DIVISION.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 29th August, 1967, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the Agreement, excluding those contained in sections 1 (1) and 2 of Part I and section 1 (1) (b) and (f) of Part III, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 29th August, 1967, 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 paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Province of the Transvaal and from the second Monday after the date of publication of this notice and for the period ending the 29th August, 1967, the provisions of the Agreement, excluding those contained in sections 1 (1) and 2 of Part I and section 1 (1) (b), (c), (e) and (f) of Part III, shall *mutatis mutandis* be binding upon all Bantu 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 Bantu in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 1964.] [10 Desember 1965.

WET OP NYWERHEIDSVERSOENING, 1956.

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.

AFDELING RADIO-, VERKOELINGS- EN HUISHOUELIKE ELEKTRIESE TOESTELLE.

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

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Augustus 1967 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in artikels 1 (1) en 2 van Deel I en artikel 1 (1) (b) en (f) van Deel III, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Augustus 1967 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 paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in artikels 1 (1) en 2 van Deel I en artikel 1 (1) (b), (c), (e) en (f) van Deel III, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 29 Augustus 1967 eindig, in die Provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes 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 Bantoes in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

AGREEMENT

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

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

S.A. Electrical Workers' Association

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

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

PART I.

1. SCOPE OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed throughout the Province of the Transvaal by all employers and employees engaged in the installation and/or repair and/or servicing of radios and/or refrigeration and/or domestic electrical appliances who are members of the employers' organisation and trade union respectively.

(2) Notwithstanding the provisions of sub-section (1) the terms of this Agreement shall apply to—

- (a) apprentices only to the extent to which they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any conditions fixed thereunder; and
- (b) trainees under the Training of Artisans Act, 1951, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

(3) For purposes of this Agreement the weekly wage rate of Apprentices prescribed under the Apprenticeship Act (Act No. 37 of 1944, as amended), shall be taken to be the weekly wage, and the "hourly rate" shall be the weekly wage calculated as above divided by the number of ordinary hours worked in the establishment concerned.

(4) Notwithstanding the provisions of sub-section (3) of this section the conditions of employment, including wages, prescribed in this Agreement in respect of domestic appliance mechanic's work, refrigerator mechanic's work or radiotrician's work (as the case may be) shall apply to apprentices in the aforementioned trades during their fifth year of apprenticeship to the extent to which they are not less favourable than any conditions prescribed under the Apprenticeship Act (Act No. 37 of 1944, as amended) and for purposes hereof wherever reference is made in this Agreement to the "hourly rate" it shall be deemed to be 86.5 cents per hour.

2. PERIOD OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Labour, in terms of section forty-eight of the Act and shall run concurrently with the Agreement published under Government Notice No. R. 1281, dated the 27th August, 1965 (hereinafter referred to as "the Main Agreement"), so as to expire simultaneously therewith.

3. WAGES AND/OR EARNINGS.

(1) No employee employed by an employer at date of commencement of this Agreement on domestic appliance mechanic's work, refrigerator mechanic's work or radiotrician's work shall while in the employ of the same employer be paid wages at a rate less than hitherto paid to him plus 5 cents per hour whether or not his previous rate was in excess of the rates prescribed in this Agreement for domestic appliance mechanic's work, refrigerator mechanic's work or radiotrician's work, as the case may be. For all purposes of this Agreement the rate applicable in terms of this sub-section shall be deemed to be the minimum wage of that employee, and the provisions of this sub-section shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of section 10 of Part I of the Main Agreement.

(2) Subject to the provisions of sub-section (1), no employer shall pay to employees (other than first, second, third and fourth year apprentices) engaged on any of the classes of work herein-after specified in the following wage schedules wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes:—

Domestic appliance mechanic's work: 86.50 cents per hour.

Refrigerator mechanic's work: 86.50 cents per hour.

Radiotrician's work: 86.50 cents per hour.

BYLAWE.

NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoenig, 1956, gesluit en aangegaan deur en tussen die—

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

S.A. Electrical Workers' Association

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

DEEL I.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet dwarsdeur die provinsie Transvaal nagekom word deur alle werkgewers en werknemers wat by die installering en/of herstelling en/of diensing van radio's en/of verkoelings- en/of huishoudelike elektriese toestelle betrokke is en wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie Ooreenkoms van toepassing op—

- (a) vakleerlinge slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan is of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie; en
- (b) kwekelinge ingevolge die Wet op die Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word die weekloon van vakleerlinge soos voorgeskryf kragtens die Wet op Vakleerlinge (Wet No. 37 van 1944, soos gewysig), geag die weekloon te wees en word die "uurloon" geag die weekloon te wees soos hierbo bereken, verdeel deur die getal gewone werkeure in die betrokke bedryfsinrigting.

(4) Ondanks die bepalings van subklousule (3) van hierdie klousule, is die diensvoorwaardes, met inbegrip van lone, wat in hierdie Ooreenkoms ten opsigte van werktuigkundige werk aan huishoudelike toestelle, werktuigkundige werk aan koelkaste of radiotrisienswerk (na gelang van die geval) voorgeskryf word, op vakleerlinge in voornoemde ambagte van toepassing gedurende hul vyfde jaar vakleerlingskap en wel in dié mate waarin genoemde diensvoorwaardes nie minder gunstig is nie as voorwaardes wat kragtens die Wet op Vakleerlinge (Wet No. 37 van 1944, soos gewysig), voorgeskryf is, en vir die toepassing hiervan word orals waar daar in hierdie Ooreenkoms melding van "uurloon" gemaak word, 86.5 sent per uur bedoel.

2. GELDIGHEIDSTERMYN VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel agt-en-veertig van die Wet mag vasstel en die geldigheidsstermy n hiervan val saam met dié van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 1281 van 27 Augustus 1965 (hieronder die "Hofooreenkoms" genoem), sodat die twee gelyktydig verval.

3. LONE EN/OF VERDIENSTE.

(1) Geen werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werktuigkundige werk aan huishoudelike toestelle, van werktuigkundige werk aan koelkaste of radiotrisienswerk, mag, terwyl hy in die diens van dieselfde werkgever is, 'n loon betaal word nie wat laer is as dié wat tot dusver aan hom betaal is, plus 5 sent per uur, afgesien daarvan of sy vorige loon hoër was as die lone wat in hierdie Ooreenkoms voorgeskryf word vir werktuigkundige werk aan huishoudelike toestelle, werktuigkundige werk aan koelkaste of radiotrisienswerk, na gelang van die geval. Vir die toepassing van hierdie Ooreenkoms in alle opsigte word die loon wat ingevolge hierdie subklousule van toepassing is, geag die minimum loon van daardie werknemer te wees en is die bepalings van hierdie subklousule *mutatis mutandis* van toepassing op werknemers wat ingevolge klousule 10 van Deel I van die Hofooreenkoms aansporingsbonuswerk verrig.

(2) Behoudens die bepalings van subklousule (1), mag geen werkgever aan werknemers (uitgesonderd vakleerlinge in hul eerste, tweede, derde en vierde jaar) wat enigen van die klasse werk verrig wat hieronder in onderstaande lys van lone gespesifiseer word, 'n loon en/of verdienste wat laer is as dié wat teenoor sodanige klasse gemeld word, betaal nie en mag geen werknemer 'n loon en/of verdienste wat laer is as dié teenoor sodanige klasse gemeld, aanneem nie:—

Werktuigkundige werk aan huishoudelike toestelle: 86.50 sent per uur.

Werktuigkundige werk aan koelkaste: 86.50 sent per uur.

Radiotrisienswerk: 86.50 sent per uur.

For the purposes of this section—

“domestic appliance mechanic’s work” or “radiotrician’s work” or “refrigerator mechanic’s work” means one or more of the following classes of work:—

Diagnosing of faults in, or directing or executing repairs or adjustments to, or servicing, erecting and/or installing or supervising the erection and/or installation of ranges, refrigerators and domestic electrical appliances, radio and/or wireless instruments and electrical sound reproducing apparatus, and the carrying out of final tests or the supervision of such operations, but does not include connecting up to (or disconnecting from) existing outlets and/or the erection of radio aerials or work done in connection with the manufacture of such appliances, apparatus and instruments;

“domestic electrical appliance” means any appliance designed to be used mainly for domestic household purposes, and operating by or using electricity.

Rate 11.

General Labouring: 17 cents per hour.

4. PAYMENT FOR PUBLIC HOLIDAYS.

(1) All proclaimed public holidays shall be paid holidays in respect of which an employee shall be paid at not less than his hourly rate as defined in the Main Agreement for the ordinary working hours of the establishment for that day of the week. For purposes of this sub-section, the ordinary hourly rate of employees employed on incentive bonus work shall be the hourly rate for the class of work scheduled in this Agreement.

(2) The provisions of sub-section (1) shall not apply to an employee who is on the paid holiday provided for in section 5 of this Agreement.

5. HOLIDAY PAY.

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

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

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

(a) The qualification for the paid holiday shall be 290 shifts exclusive of overtime actually worked on a six-day working week basis, or 50 calendar weeks of employment in the case of an employee working on a five-day week basis; provided that—

(i) subject to paragraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, as the case may be, shall not count for the paid holiday; provided that an employee who is laid off after working 18 shifts or three calendar weeks, as the case may be, shall be credited for purposes of the paid holiday with the number of shifts or calendar weeks actually worked for that employer;

(ii) where an employee’s service is broken in terms of this paragraph and he resumes work for the same employer he shall, if he does not work for another employer in the interim, be credited for purposes of the paid holiday with the total number of shifts or calendar weeks, as the case may be, worked for such employer;

(iii) periods of absence on account of sickness aggregating not more than 52 shifts or 8½ calendar weeks, as the case may be, in any one qualifying period for the paid holiday, shall count for the holiday provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of the cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee’s employment shall count for holiday purposes if such accident has been admitted as falling within the provisions of the Workmen’s Compensation Act, 1941, and the periods of absence counting for purposes of the paid holiday shall be the periods of disablement admitted by the said Act;

(iv) provided notification of such absence is given by the employer, in writing, to the Council within seven days of such absence, any employee who absents himself

Vir die toepassing van hierdie klousule beteken—

“werktuigkundige werk aan huishoudelike toestelle” of “radio-trisiënswerk” of “werktuigkundige werk aan koelkaste” een of meer van die volgende klasse werk:—

Diagnosering van defekte in of toesighouding oor of uitvoering van herstel- of verstelwerk aan of diensing, oprigting en/of installering of toesighouding oor die oprigting en/of installering van stowe, koelkaste en huishoudelike elektriese toestelle, radio- en/of draadloostoe-stelle en elektriese klankreproduksieapparaat, en die uitvoering van finale toetse of die toesighouding oor sodanige werksaamhede, maar nie ook aansluiting (of ont-koppeling van) bestaande kontakpunte en/of die oprigting van radiolugdrade of werk in verband met die vervaar-diging van sodanige toestelle, apparaat en instrumente nie;

“huishoudelike elektriese toestel” enige toestel wat hoofsaaklik vir huishoudelike doeleindes bedoel is en wat deur elektrisiteit aangedryf word of elektrisiteit gebruik.

Loon 11.

Algemene arbeiderswerk: 17 sent per uur.

4. BETALING VIR OPENBARE VAKANSIEDAE.

(1) Alle geproklameerde openbare vakansiedae is vakansiedae met betaling ten opsigte waarvan ’n werknemer minstens sy uur-loon soos in die Hoofoorreenskoms voorgeskryf, betaal moet word vir die gewone werkeure van die bedryfsinrigting op daardie dag van die week. Vir die toepassing van hierdie subklousule is die gewone uurloon van werknemers wat volgens ’n aansporings-bonusskema werk, die uurloon vir die klas werk gemeid in die lys in hierdie Ooreenskoms.

(2) Die bepaling van subklousule (1) is nie van toepassing nie op ’n werknemer wat met dié vakansie met betaling is waar-voor daar in klousule 5 van hierdie Ooreenskoms voorsiening gemaak word.

5. VAKANSIEBESOLDIGING.

(1) Uitgesonderd in die geval van werknemers wat volgens ’n aansporingsbonusskema werk, word die vakansiebesoldiging waarvoor daar in hierdie klousule voorsiening gemaak word, bereken teen die “uurloon”, soos in die Hoofoorreenskoms omskryf, wat die werknemer op die datum van kwalifisering vir sy vakansie met besoldiging ontvang het.

(2) Die vakansiebesoldiging van werknemers wat volgens ’n aansporingsbonusskema werk, word bereken teen die gemiddelde weeklikse verdienste, uitgesonderd oortydbesoldiging, oor die laaste drie maande wat hulle werklik volgens ’n aansporings-bonusskema gewerk het voordat die vakansie aangebreek het of oor die getal weke werklik gewerk gedurende die tydperk wat daar volgens ’n aansporingsbonusskema gewerk is, naamlik die kortste tydperk.

(3) Elke werknemer is kragtens hierdie Ooreenskoms op twee agtereenvolgende weke vakansie met besoldiging geregtig op die volgende voorwaardes:—

(a) Die kwalifikasie vir die vakansie met besoldiging is 290 skofte, uitgesonderd oortyd, werklik gewerk op ’n grondslag van ses werkdade per week, of vyftig kalenderweke diens in die geval van ’n werknemer wat op ’n grondslag van vyf dae per week werk; met dien verstande dat—

(i) behoudens die bepaling van paragraaf (ii) hiervan, diens vir minder as dertig skofte of vyf kalenderweke, na gelang van die geval, nie vir die vakansie met betaling in aanmerking geneem word nie; met dien verstande dat ’n werknemer wat tydelik buite werk gestel word nadat hy agtien skofte of drie kalenderweke, na gelang van die geval, gewerk het, met die getal skofte of kalenderweke werklik vir daardie werkgewer gewerk, gekrediteer moet word vir die doeleindes van die vakansie met besoldiging;

(ii) waar ’n werknemer se diens ooreenkomstig hierdie paragraaf onderbreek word en hy weer werk vir dieselfde werkgewer aanvaar, hy vir die doel van die vakansie met besoldiging gekrediteer moet word met die totale getal skofte of kalenderweke, na gelang van die geval, wat hy vir sodanige werkgewer gewerk het, mits hy nie intussen vir ’n ander werkgewer gewerk het nie;

(iii) tydperke van afwesigheid weens siekte, wat op hoogstens 52 skofte of 8½ kalenderweke, na gelang van die geval, te staan kom in enige kwalifiserende tydperk vir die vakansie met besoldiging, vir die vakansie in aanmerking geneem moet word; met dien verstande dat ’n werkgewer daarop geregtig is om van ’n werknemer ’n mediese sertifikaat te vereis as bewys van die oorsaak van sy afwesigheid. Tydperke van afwesigheid weens ’n ongeluk wat ontstaan het uit of in die loop van die werknemer se diens, moet vir vakansiedoeleindes in aanmerking geneem word indien daar erken is dat sodanige ongeluk binne die bepaling van die Ongevalwet, 1941, val, en die tydperke van afwesigheid wat vir die doeleindes van vakansie met besoldiging in aanmerking geneem word, is die tydperke van ongeskiktheid wat ingevolge genoemde Wet erken word;

(iv) ’n werknemer wat van sy werk af wegbly sonder ’n afdoende rede wat vir sy werkgewer bevredigend is, ten opsigte van elke skof of werkdag wat hy

from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or $\frac{1}{5}$ th of a week, as the case may be, worked towards his paid holiday, with a maximum penalty of 30 shifts or five calendar weeks in any one qualifying period for paid holiday;

- (v) periods of absence on the additional week's paid holiday or accumulations thereof provided for in section 6 of this Agreement shall count for purposes of the paid holiday to the extent of the number of shifts or calendar weeks of employment represented by such periods of absence.

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

(c) Should any proclaimed public holiday fall within the period of the holiday such period shall be extended by one day with full pay for each such day.

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

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

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

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

(h) No employee shall engage in any employment for gain during the period of his holiday.

(4) (a) When an employee is about to take his paid holiday the moneys payable to him for purposes thereof shall be paid to him in cash by his employer on his ceasing work to go on holiday.

(b) The employer shall at the time of making the payments referred to in paragraph (a) of this sub-section and in section 6 of this Agreement and section 14 of Part I of the Main Agreement, forward to the Council a holiday pay and bonus receipt drawn up in the form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of sub-section (3) of this section, he shall be credited with the proportionate number of shifts or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service with a voucher drawn up in a form acceptable to the Council setting out the number of shifts or calendar weeks of employment, as the case may be, which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled computed as provided for in sub-section (1) or sub-section (2) of this section, whichever is applicable, less any deduction compelled by law for Income Tax.

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

(7) (a) After not less than 50 weeks have elapsed, reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of sub-section (5) of this section and is no longer employed in the Industries shall be entitled, subject to paragraph (b) of this sub-section, on presenting the voucher to the Council in the region of origin, to payment thereon of any unpaid balance standing to his credit on the books of the Council.

(b) Any voucher issued to an employee in terms of sub-section (5) of this section shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council; provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make *ex gratia* payments from the funds of the Council to such employees as are referred to herein.

(8) Except as otherwise provided herein, employment for purposes of this section shall be deemed to commence from the date on which an employee enters the employer's service, or, whichever is the later, the date on which he last became entitled to a

gedurende sodanige afwesigheid verloor, vyf skofte of vyf sesde van 'n week, na gelang van die geval, wat hy vir sy vakansie met besoldiging gewerk het, met 'n maksimum straf van dertig skofte of vyf kalenderweke in enige bepaalde kwalifiserende tydperk vir 'n vakansie met besoldiging, verbeur mits die werkgewer binne sewe dae na sodanige afwesigheid skriftelik van sodanige afwesigheid kennis gee aan die Raad;

- (v) tydperke van afwesigheid as gevolg van die addisionele week vakansie met besoldiging of ophopings daarvan, waarvoor daar in klousule 6 van hierdie Ooreenkoms voorsiening gemaak word, vir die doeleindes van vakansie met besoldiging in aanmerking geneem moet word en wel in dié mate wat die getal skofte of kalenderweke diens deur sodanige tydperke van afwesigheid verteenwoordig word.

(b) Die vakansie moet drie naweke insluit en moet oor 'n ononderbroke tydperk strek.

(c) Indien 'n geproklameerde openbare vakansiedag binne die tydperk van die vakansie val, moet sodanige tydperk met een dag teen volle betaling verleng word vir elke sodanige openbare vakansiedag.

(d) Indien 'n werknemer van wie sy werkgewer vereis dat hy op 'n ander plek as sy gewone woonplek werk, op die punt staan om sy vakansie met besoldiging te neem, begin en eindig sodanige vakansie op die woonplek van daardie werknemer mits die werknemer na sy woonplek terugkeer.

(e) 'n Werknemer moet binne een maand voor die datum waarop hy geregtig op vakansieverlof word, aansoek om sodanige verlof doen.

(f) Die werkgewer moet die vakansie so verleen dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop die werknemer daarop geregtig geword het.

(g) 'n Werknemer is daarop geregtig en daartoe verplig om sy vakansie binne 'n tydperk van vier maande vanaf die datum waarop hy daarop geregtig geword het, te neem tensy vrystelling deur die Raad verleen word.

(h) Geen werknemer mag gedurende die tydperk van sy vakansie enige werk teen vergoeding verrig nie.

(4) (a) Wanneer 'n werknemer op die punt staan om sy vakansie met besoldiging te neem, moet die gelde wat vir die doel daarvan aan hom betaalbaar is, in kontant deur sy werkgewer aan hom betaal word wanneer hy ophou werk met die doel om met vakansie te gaan.

(b) Die werkgewer moet ten tyde die betalings bedoel in paragraaf (a) van hierdie subklousule en in klousule 6 van hierdie Ooreenkoms en klousule 14 van Deel I van die Hoofdooreenkoms, aan die Raad 'n vakansiebesoldigings- en bonuskwitansie stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat deur die werknemer onderteken is as bewys dat hy die betaling ontvang het.

(5) Wanneer die diens van 'n werknemer eindig voordat hy kragtens subklousule (3) van hierdie klousule op 'n vakansie met betaling geregtig word, moet hy met die proporsionele getal skofte of kalenderweke diens, na gelang van die geval, gekrediteer word. Wanneer die werknemer die diens van sy werkgewer verlaat, moet sodanige werkgewer hom voorsien van 'n bewysstuk wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en waarin die getal skofte of kalenderweke diens, na gelang van die geval, wat vir vakansiedoeleindes in aanmerking geneem moet word, gemeld word, en die werkgewer moet die geldekwivalent van die vakansie waarop die werknemer aldus geregtig geword het en wat ooreenkomstig die bepalings van subklousule (1) of subklousule (2) van hierdie klousule bereken is, naamlik die klousule wat van toepassing is, min enige bedrag wat ingevolge die Wet vir inkomstebelasting afgetrek moet word, onmiddellik aan die Sekretaris van die Raad stuur.

(6) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om sy ambag voort te sit, moet die bedrag wat ten opsigte van vakansiebesoldiging aan hom verskuldig is, aan hom of aan sy boedel, na gelang van die geval, betaal word.

(7) (a) Na verloop van minstens 50 weke, gereken vanaf die datum waarop die tydperk van diens wat deur die bewysstuk gedek word, begin het, is enige werknemer wat ingevolge subklousule (5) van hierdie klousule van 'n bewysstuk voorsien is en wat nie meer in die Nywerheid werksaam is nie, behoudens paragraaf (b) van hierdie subklousule daarop geregtig om by aanbidding van die bewysstuk aan die Raad in die streek van herkoms, betaling te ontvang van enige onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

(b) 'n Bewysstuk wat ingevolge subklousule (5) van hierdie klousule aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar vanaf die datum van die laaste skof wat sodanige werknemer gewerk het, en bedrae waarmee 'n werknemer in die boeke van die Raad gekrediteer is, kom na verstryking van sodanige tydperk die fondse van die Raad toe; met dien verstande egter dat die Raad enige eis wat sodanige werknemer na die verstryking van genoemde tydperk mag instel, moet oorweeg en na sy goedvinde 'n *ex gratia*-betaling uit die fondse van die Raad aan sodanige werknemers soos hierin bedoel, kan doen.

(8) Behoudens andersluidende bepalings hierin vervat, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgewer in diens tree of op die datum waarop hy laas op 'n vakansie met besoldiging geregtig geword het, naamlik die jongste datum, en sluit sodanige

paid holiday, and includes any period of military training as defined in the Main Agreement.

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

6. ADDITIONAL HOLIDAY PAY.

(1) Subject to sub-section (3) hereof, an employee, qualifying after the date of coming into operation of this Agreement for his tenth or subsequent paid holiday derived from continuous employment with the same employer as provided for in terms of section 5 (3) of the Agreement, shall at that date and each year thereafter whilst in the employ of the same employer, be entitled to an extra week's paid holiday at the employer's convenience or to the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

(i) the paid holiday referred to in section 5 (3) of this Agreement may be extended by an extra week, or

(ii) the extra week's paid holiday may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.

(2) Whenever the employer and employee come to the arrangement provided for in sub-section (1) (ii) and the employee has qualified for three such extra weeks' paid holiday (hereinafter referred to as "the accumulated paid holiday"), the employer shall grant and the employee shall take the accumulated paid holiday when he is given and takes the paid holiday provided for in section 5 (3) of the Agreement, unless as may be, the employer and employee agree to the accumulated paid holiday being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated paid holiday in the period before he next qualifies for a paid holiday and if the employee fails to take the accumulated paid holiday within such period his title thereto shall cease.

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

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

7. SUBSTITUTION OF CERTAIN MAIN AGREEMENT PROVISIONS.

(1) Notwithstanding the provisions of sections 4, 5 and 6 of this Agreement (hereinafter referred to as "the ordinary conditions"), an employer and his employees to whom this Agreement applies may mutually agree that the provisions of sections 11, 12 and 13 of Part I of the Main Agreement (hereinafter referred to as "the special conditions") shall be substituted therefor.

(2) Every employer in business at the time shall declare to the Council within one month from the date of coming into operation of this Agreement whether the ordinary provisions or the special provisions referred to in sub-section (1) will be observed in his establishment; and every employer commencing business after that date shall, when furnishing information to the Council in accordance with provisions of section 9 declare to the Council whether the ordinary provisions or the special provisions referred to in sub-section (1) will be observed in his establishment.

8. EXPENSES OF THE COUNCIL.

The employers and employees shall contribute to the funds of the Council, which shall be vested in and be administered by the Council, as follows:—

(1) From the payments to be made to each of his employees to whom this Agreement applies (other than employees employed on work classified at Rate 11, apprentices and minors during the period such minors may be employed without a contract of apprenticeship under the Apprenticeship Act, 1944, as amended), and at the time of payment thereof, every employer shall deduct an amount of 2½c per week including weeks on which an employee is absent on paid holiday. To the amount thus deducted the employer shall add an equal amount and forward the total sum for each month to the Council.

diens ook tydperke van militêre opleiding in soos in die Hoof-ooreenkoms omskryf.

(9) Die Raad kan wedersydse reëlings vir die uitwisseling van verlofbewysstukke ten voordele van werknemers wat die Nywerheid verlaat, met enige ander nywerheid tref.

6. ADDISIONELE VAKANSIEBESOLDIGING.

(1) Behoudens die bepalings van subklousule (3) hiervan, is 'n werknemer wat na die datum van inwerkingtreding van hierdie Ooreenkoms uit hoofde van sy ononderbroke diens by dieselfde werkgewers op sy tiende of daaropvolgende vakansie met besoldiging geregtig word soos in klousule 5 (3) van die Ooreenkoms bepaal, op daardie datum en elke jaar daarna terwyl hy in die diens van dieselfde werkgewer bly, geregtig op 'n ekstra week vakansie met besoldiging, wat verleen moet word soos dit die werkgewer pas, of op die ekwivalente waarde daarvan; met dien verstande dat die werkgewer en die werknemer onderling ooreen kan kom—

(i) dat die vakansie met besoldiging soos in klousule 5 (3) van hierdie Ooreenkoms bedoel, met 'n ekstra week verleng word; of

(ii) dat die ekstra week vakansie met besoldiging vanaf die jaar waarin die werknemer daarop geregtig word, uitgestel en deur die werknemer opgehoop kan word totdat hy op drie sodanige ekstra weke vakansie met besoldiging geregtig is.

(2) Wanneer die werkgewer en werknemer tot die ooreenkoms geraak soos in subklousule (1) (ii) bepaal en die werknemer op drie sodanige ekstra weke vakansie met besoldiging (hieronder die "opgehoopte vakansie met besoldiging" genoem) geregtig geword het, moet die werkgewer die opgehoopte vakansie met besoldiging verleen en moet die werknemer dit neem wanneer die vakansie met besoldiging waarvoor daar in klousule 5 (3) van hierdie Ooreenkoms voorsiening gemaak word, aan hom toegestaan word en hy dit neem, tensy die werkgewer en die werknemer ooreenkom dat die opgehoopte verlof met besoldiging op 'n ander tyd geneem word; met dien verstande dat die werkgewer die werknemer in elk geval in staat moet stel om die opgehoopte vakansie met besoldiging te neem gedurende die tydperk voor dié waarin hy op die eersvolgende vakansie met besoldiging geregtig word, en as die werknemer versuim om die opgehoopte vakansie met besoldiging binne sodanige tydperk te neem, verval sy reg daarop.

(3) Waar 'n werknemer wat op sy tiende vakansie met besoldiging geregtig word ooreenkomstig die bepalings van subklousule (1), slegs vir 'n gedeelte van die kwalifiserende tydperk vir die eerste vakansie met besoldiging in die diens van die betrokke werkgewer was, is hy geregtig op 'n gedeelte van die ekstra week vakansie of op die ekwivalente waarde daarvan, naamlik op dié gedeelte wat ooreenstem met die vakansiekwalkasietyd wat hy ten opsigte van die eerste vakansie met besoldiging by daardie werkgewer voltooi het. Wanneer 'n werknemer op 'n daaropvolgende vakansie met besoldiging geregtig word, is die bepalings van subklousule (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) By die diensbeëindiging van 'n werknemer wat geregtig geword het op die ekwivalente waarde van die addisionele vakansie met besoldiging waarvoor daar in hierdie klousule voorsiening gemaak word maar wat dit nog nie ontvang het nie, moet hy by sodanige diensbeëindiging betaal word vir dié ekstra vakansie met besoldiging waarop hy geregtig geword het maar nie ontvang het nie.

7. VERVANGING VAN SEKERE BEPALINGS IN DIE HOOF-OOREENKOMS.

(1) Ondanks die bepalings van klousules 4, 5 en 6 van hierdie Ooreenkoms (hieronder die "gewone voorwaardes" genoem), kan 'n werkgewer en sy werknemer op wie hierdie Ooreenkoms van toepassing is, onderling ooreenkom dat die bepalings van klousule 11, 12 en 13 van Deel I van die Hoof-ooreenkoms (hieronder die "spesiale voorwaardes" genoem) in die plek daarvan gestel word.

(2) Elke werkgewer wat by die inwerkingtreding van hierdie Ooreenkoms sake doen, moet binne een maand vanaf sodanige datum aan die Raad verklaar of die gewone voorwaardes of die spesiale voorwaardes soos in subklousule (1) bedoel, in sy bedryfsinrigting nagekom sal word, en elke werkgewer wat na daardie datum met 'n saak begin, moet, wanneer hy inligting ooreenkomstig die bepalings van klousule 9 aan die Raad verstrek, aan die Raad verklaar of die gewone voorwaardes of die spesiale voorwaardes soos in subklousule (1) bedoel, in sy bedryfsinrigting nagekom sal word.

8. UITGAWES VAN DIE RAAD.

Die werkgewers en werknemers moet soos volg bydra tot die fondse van die Raad, en sodanige fondse berus by en word deur die Raad geadministreer:—

(1) Van die bedrae wat betaal moet word aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is (uitgesonderd werknemers wat werk verrig wat onder tarief 11 ingedeel is, vakleerlinge en minderjariges gedurende die tydperk wat sodanige minderjariges sonder 'n vakleerlingkontrak ingevolge die Wet op Vakleerlinge, 1944, soos gewysig, in diens geneem mag word), en ten tyde van die betaling van sodanige bedrae, moet elke werkgewer 'n bedrag van 2½c per week, met inbegrip van weke wat 'n werknemer op vakansie met besoldiging afwesig is, aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is, en hy moet die totale bedrag vir elke maand aan die Raad stuur.

- (2) In addition to the amount payable in terms of sub-section (1), every employer shall, for employees employed on work classified at Rate 11, pay on a monthly basis an annual contribution towards the expenses of the Council calculated according to the number of such employees employed by him as set forth in the following table. Such contributions shall be paid monthly in accordance with the amount "per month" specified for the number of employees:—

Number and Rate 11 Employees and/or Employees Employed on Watchman's Work.	Per Month. R
Up to 5 employees.....	0.10
From 6 to 25 employees.....	0.50
From 26 to 50 employees.....	1.00
From 51 to 100 employees.....	2.00
From 101 to 250 employees.....	4.00
Over 250 employees.....	6.00

- (3) The amount payable each month in terms of the foregoing sub-section shall be forwarded to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, by not later than the fifteenth day of the month immediately following, together with a statement in such form as may from time to time be prescribed.
- (4) Regardless of whether any amount is payable to the Council in terms of this section, every employer shall, by not later than the fifteenth day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in sub-section (3).

9. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer who has not already done so in pursuance of any previous agreement shall within one month from the date on which this Agreement comes into operation; and

(b) every employer starting business after that date shall within one month of the commencement of such business, forward to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, the following particulars:—

- (i) His full name;
- (ii) his address;
- (iii) the trades or operations carried on by him;

in addition to the declaration referred to in sub-section (2) of section 7 of this Agreement.

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

PART II.

Notwithstanding anything in these provisions contained the provisions relating to "Holiday Pay" (section 5), "Additional Holiday Pay" (section 6) and "Substitution of Certain Main Agreement Provisions" (section 7) of Part I of this Agreement shall not apply to employees employed on work classified at Rate 11, to whom except as otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply: (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. PAID LEAVE.

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

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

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

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

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

- (2) Benewens die bedrag wat ingevolge subklousule (1) betaalbaar is, moet elke werkgever ten opsigte van werknemers wat werk verrig wat onder tarief 11 ingedeel is, op 'n maandelikse grondslag 'n jaarlikse bydrae tot die uitgawes van die Raad betaal, en sodanige bydrae moet volgens die getal sodanige werknemers in sy diens en ooreenkomstig onderstaande tabel bereken word. Sodanige bydraes moet maandeliks betaal word, en die bedrag daarvan moet ooreenkom met die bedrag wat ten opsigte van die getal werknemers in onderstaande lys onder "Per maand" gemeld word:—

Getal tarief 11-werknemers en/of werknemers wat wagwerk verrig.	Per maand. R
Tot 5 werknemers.....	0.10
Van 6 tot 25 werknemers.....	0.50
Van 26 tot 50 werknemers.....	1.00
Van 51 tot 100 werknemers.....	2.00
Van 101 tot 250 werknemers.....	4.00
Meer as 250 werknemers.....	6.00

- (3) Die bedrag wat elke maand ingevolge bostaande subklousule betaalbaar is, moet saam met 'n staat in dié vorm wat van tyd tot tyd voorgeskryf mag word, aan die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, gestuur word en wel voor of op die vyftiende dag van die maand wat onmiddellik daarop volg.
- (4) Elke werkgever moet, afgesien daarvan of 'n bedrag ingevolge hierdie klousule aan die Raad betaalbaar is of nie, voor of op die vyftiende dag van elke maand ten opsigte van die vorige maand aan die Raad die staat stuur soos in subklousule (3) bedoel, en wel op die manier soos daarin voorgeskryf.

9. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgever wat dit nie alreeds ingevolge 'n vorige ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree; en

(b) elke werkgever wat na daardie datum met 'n saak begin, moet binne een maand vanaf die begin van sodanige saak aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, die volgende besonderhede stuur:—

- (i) Sy volle naam;
- (ii) sy adres;
- (iii) die ambagte of werksaamhede wat hy beoefen;

benewens die verklaring soos in subklousule (2) van klousule 7 van hierdie Ooreenkoms bedoel.

(2) Waar die werkgever 'n vennootskap is, moet die inligting ooreenkomstig subklousule (1) van hierdie klousule, en ook die naam waaronder die vennootskap sy werksaamhede verrig, verstrek word.

DEEL II.

Ondanks enigiets in hierdie bepaling vervat, is die bepaling betreffende "vakansiebesoldiging" (klousule 5), "addisionele vakansiebesoldiging" (klousule 6) en "vervanging van sekere bepaling in die Hoofdooreenkoms" (klousule 7) van Deel I van hierdie Ooreenkoms nie van toepassing nie op werknemers wat werk verrig wat onder tarief 11 ingedeel is, op wie, tensy daarin anders bepaal word, die res van die bepaling van Deel I en die volgende spesiale bepaling van toepassing is. (Die spesiale bepaling geniet voorrang ingeval dit strydig is met die res van die bepaling van Deel I.)

1. VERLOF MET BESOLDIGING.

(1) (a) 'n Werkgever moet ooreenkomstig die bepaling van paragrawe (b), (c) en (d) aan elke werknemer wat by hom in diens is, ten opsigte van elke tydperk van twaalf maande diens by hom afwesigheidsverlof met volle betaling vir minstens twee agtereenvolgende weke verleen.

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

(c) 'n Werkgever mag nie sodanige verlof so verleen dat dit met enige tydperk waarin die werknemer kennis van diensbeëindiging gegee of ontvang het of (tensy op die skriftelike versoek van die werknemer) met enige tydperk waarin die werknemer militêre opleiding soos in die Hoofdooreenkoms omskryf, ondergaan, saamval nie.

(d) Vir elke openbare vakansiedag wat in klousule 4, Deel I, van hierdie Ooreenkoms bedoel word en wat binne die tydperk van sodanige verlof val, moet die werkgever 'n werkdag by genoemde tydperk voeg as 'n verdere tydperk van afwesigheidsverlof met volle besoldiging.

(2) Elke werknemer aan wie verlof kragtens subklousule (1) verleen word, moet ten opsigte van sodanige verlof betaling van die werkgever ontvang en wel nie later nie as die laaste werkdag voor die begin van genoemde tydperk.

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

- (a) his full pay in respect of any period of leave which has accrued to him but was not granted to him before the date of termination of the employment; and
- (b) one-twelfth of his full pay for two weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-section (1) or, in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

(4) Any period during which an employee—

- (a) is on leave in terms of sub-section (1); or
- (b) is undergoing military training as defined in the Main Agreement; or
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness;

shall be deemed to be employment for the purposes of sub-sections (1) and (3): Provided that—

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

(5) Any amount paid to an employee in terms of sub-section (2) or sub-section (3) of this section shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, provided that the rate of remuneration of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months of such employment or, whichever is the lesser, the number of weeks actually worked on incentive bonus work.

(6) Except as otherwise provided herein, employment for purposes of this section shall be deemed to commence from the date on which an employee enters the employer's service, or, whichever is the later, the date on which he last became entitled to a paid holiday, and includes any period of military training as defined in the Main Agreement.

(7) Notwithstanding the foregoing provisions of this section (hereinafter referred to as "the ordinary conditions"), an employer and his employees to whom this part of the Agreement applies may mutually agree that the provisions of sections 4 and 5 of Part I of the Main Agreement (hereinafter referred to as "the special conditions") be substituted therefor.

(8) Every employer in business at the time shall declare to the Council within one month from the date of coming into operation of this Agreement whether the ordinary provisions or the special provisions referred to in sub-section (7) will be observed in his establishment and every employer commencing business after that date shall, when furnishing information to the Council in accordance with the provisions of section 9 declare to the Council whether the ordinary provisions or the special provisions referred to in sub-section (7) will be observed in his establishment.

PART-III.

1. GENERAL CONDITIONS.

(1) Notwithstanding anything to the contrary in the Main Agreement, unless otherwise provided by this Agreement the following provisions of the Main Agreement shall *mutatis mutandis* apply:—

- (a) Section 1 (4) and (5), 3 (excluding definition of "day shift"), 4, 5, 7, 8 (1), (2) and (3) (a), (b), (c), (d), (f) and (g), and sections 8 (4), 9, 10, 14, 15, 16 (A), 17, 18, 20, 22, 25, 26, 27, 30, 31 and 32 of Part I.
- (b) Section 8 (3) (e) of Part I.
- (c) Section 8 (3) (h) of Part I.
- (d) Sections 11, 12 and 13 of Part I (when the employer and his employees mutually agree to the substitution of those provisions for the provisions of section 4, 5 and 6 of this Agreement).
- (e) Sections 28 and 33 of Part I.
- (f) Section 24 [excluding sub-section (1) (b) and (2) thereof] and 29 of Part I.
- (g) Part II excluding sections 4 and 5 (employees employed on work classified at Rate 11).

(3) By die beëindiging van 'n werknemer se diens moet sy werkgever hom die volgende betaal:—

- (a) Sy volle besoldiging ten opsigte van enige tydperk van verlof wat hom toekom maar nie voor die datum van diensbeëindiging aan hom verleen is nie; en
- (b) een twaalfde van sy volle besoldiging vir twee weke ten opsigte van elke voltooide maand diens by die werkgever na die datum waarop hy laas op verlof kragtens subklousule (1) geregtig geword het of, in die geval van 'n werknemer wat vir minder as twaalf maande in diens was, na die datum waarop sy diens 'n aanvang geneem het.

(4) Enige tydperk waarin 'n werknemer—

- (a) met verlof is ooreenkomstig die bepalings van subklousule (1); of
- (b) militêre opleiding ondergaan soos in die Hoofooreenkoms omskryf; of
- (c) van die werk afwesig is op las of op versoek van die werkgever; of
- (d) van die werk afwesig is weens siekte;

word by die toepassing van subklousule (1) en (3) geag diens te wees; met dien verstande dat—

- (i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid, weens siekte, van meer as drie agtereenvolgende dae as die werknemer versuim om, nadat die werkgever hom daartoe versoek het, 'n sertifikaat van 'n geneeskundige praktisyn in te dien waarin verklaar word dat hy weens siekte verhinder was om te werk, of ten opsigte van daardie gedeelte van die totale tydperk van afwesigheid weens siekte gedurende twaalf maande diens, wat langer as dertig dae is;
- (ii) daar nie van 'n werknemer wie se werkgever ingevolge die wet voorsiening vir die versorging en behandeling van werknemers moet maak terwyl hulle siek of beseer is, vereis mag word om 'n sertifikaat deur 'n geneeskundige praktisyn ten opsigte van enige tydperk van afwesigheid wat in sub-paragraaf (i) bedoel word, in te dien nie.

(5) Enige bedrag wat ingevolge subklousule (2) of subklousule (3) van hierdie klousule aan 'n werknemer betaal word, word bereken teen die besoldiging wat die werknemer onmiddellik voor die datum waarop die verlof verskuldig geword het of sy diens beëindig is, na gelang van die geval, ontvang het; met dien verstande dat die besoldiging van werknemers wat aansporingsbonuswerk verrig, bereken moet word op die gemiddelde weeklikse verdienste, uitgesonderd oortydbesoldiging, oor die laaste drie maande van sodanige diens of oor die getal weke werklik ooreenkomstig 'n aansporingsbonusstelsel gewerk, naamlik die kortste tydperk.

(6) Behoudens andersluidende bepalings hierin vervat, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op 'n vakansie met besoldiging geregtig geword het, naamlik die kortste tydperk, en sluit dit enige tydperk van militêre opleiding in soos in die Hoofooreenkoms omskryf.

(7) Ondanks bestaande bepalings van hierdie klousule (hieronder die "gewone voorwaardes" genoem), kan 'n werkgever en dié werknemers van hom op wie hierdie gedeelte van die Ooreenkoms van toepassing is, onderling ooreenkom dat die bepalings van klousules 4 en 5 van Deel II van die Hoofooreenkoms (hieronder die "spesiale voorwaardes" genoem) in die plek daarvan gestel word.

(8) Elke werkgever wat op die datum van inwerkingtreding van hierdie Ooreenkoms sake doen, moet binne een maand vanaf sodanige datum aan die Raad verklaar of die gewone voorwaardes of die spesiale voorwaardes soos bedoel in subklousule (7), in sy bedryfsinrigting nagekom sal word, en elke werkgever wat sake na daardie datum begin, moet, wanneer hy inligting ooreenkomstig die bepalings van klousule 9, aan die Raad verstrek verklaar of die gewone voorwaardes of die spesiale voorwaardes soos in subklousule (7) bedoel, in sy bedryfsinrigting nagekom sal word.

DEEL III.

1. ALGEMENE BEPALINGS.

(1) Ondanks andersluidende bepalings in die Hoofooreenkoms, is ondergenoemde bepalings van die Hoofooreenkoms *mutatis mutandis* toe te passig tensy daar in hierdie Ooreenkoms anders bepaal word:—

- (a) Klousules 1 (4) en (5), 3 (uitgesonderd omskrywing van "dagskof"), 4, 5, 7, 8 (1), (2) en (3) (a), (b), (c), (d), (f) en (g), en klousules 8 (4), 9, 10, 14, 15, 16 (A), 17, 18, 20, 22, 25, 26, 27, 30, 31 en 32 van Deel I.
- (b) Klousule 8 (3) (e) van Deel I.
- (c) Klousule 8 (3) (h) van Deel I.
- (d) Klousules 11, 12 en 13 van Deel I (wanneer die werkgever en sy werknemers onderling ooreenkom oor die vervanging van daardie bepalings deur dié van klousules 4, 5 en 6 van hierdie Ooreenkoms).
- (e) Klousules 28 en 33 van Deel I.
- (f) Klousules 24 [uitgesonderd subklousule (1) (b) en (2) daarvan] en 29 van Deel I.
- (g) Deel II, uitgesonderd klousules 4 en 5 (werknemers besig met werk wat onder tarief 11 ingedeel is).

(h) Sections 4 and 5 of Part II (where the employer and his employees employed on work classified at Rate 11 mutually agree to the substitution of those provisions for the provisions of section 4 of Part I and section 1 of Part II of this Agreement).

(i) Sub-section (j) of Schedule A of Part III in respect of employees employed on work classified at Rate 11.

(2) For the purpose of this Agreement—

“day shift” means any period from Monday to Saturday of not more than 8½ hours ordinarily worked by an employee between the hours of 7 a.m. and 7 p.m. on five days, or any period not exceeding 5 hours worked between the hours of 7 a.m. and 1 p.m. on one day per week which shall be known as the short day. Employers may vary the day of the week that is to be observed as the short day, provided that a week's notice is given to the employee as to which day is to be observed as the short day and the resulting arrangement is not in conflict with the provisions of any law, by-law or Ordinance appertaining to the observance of a short day.

Signed as authorised on behalf of the parties at Johannesburg on the 20th day of August, 1965.

J. M. RUSSELL, *Chairman.*

L. J. V. D. BERG, *Vice-Chairman.*

W. R. GLASTONBURY, *General Secretary.*

No. R. 1965.]

[10 December 1965.

Factories, Machinery and Building Work Act, 1941.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC ELECTRICAL APPLIANCES DIVISION.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Iron, Steel, Engineering and Metallurgical Industry, published under Government Notice No. R. 1964 of the 10th December, 1965, to be, on the whole, not less favourable to the employees 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.

M. VILJOEN,
Deputy-Minister of Labour.

No. R. 1966.]

[10 December 1965.

WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE REGULATIONS PUBLISHED UNDER WAR MEASURE No. 43 OF 1942.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC ELECTRICAL APPLIANCES DIVISION.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Iron, Steel, Engineering and Metallurgical Industry, published under Government Notice No. R. 1964 of the 10th December, 1965.

M. VILJOEN,
Deputy-Minister of Labour.

(h) Klousules 4 en 5 van Deel II (waar die werkgewer en sy werknemers wat besig is met werk wat onder tarief 11 ingedeel is, onderling ooreenkom oor die vervanging van daardie bepalings deur die bepalings van klousule 4 van Deel I en klousule 1 van Deel II van hierdie Ooreenkoms).

(i) Subklousule (j) van Lys A van Deel III ten opsigte van werknemers wat besig is met werk wat onder tarief 11 ingedeel is.

(2) Vir die toepassing van hierdie Ooreenkoms beteken—

“dagskof” enige tydperk, van Maandag tot Saterdag, van hoogstens 8½ uur wat gewoonlik deur 'n werknemer gewerk word tussen die ure 7 vm. en 7 nm. op vyf dae, of enige tydperk van hoogstens 5 uur gewerk tussen die ure 7 vm. en 1 nm. op een dag per week, wat as die kortdag bekend staan. Werkgewers kan die dag van die week wat die kortdag moet wees, verander mits 'n week vooraf kennis aan die werknemer gegee word van die dag wat as die kortdag in ag geneem moet word en mits die reëlins wat daarvolgens geskied, nie strydig met die bepalings van 'n wet, verordening of ordonnansie wat op die kortdag betrekking het, is nie.

Namens die partye te Johannesburg onderteken op die 20ste dag van Augustus 1965.

J. M. RUSSELL, *Voorsitter.*

L. J. V. D. BERG, *Ondervoorsitter.*

W. R. GLASTONBURY, *Algemene Sekretaris.*

No. R. 1965.]

[10 Desember 1965.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.

AFDELING RADIO-, VERKOELINGS- EN HUIS-HOUDELIKE ELEKTRIESE TOESTELLE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, gepubliseer by Goewermentskennisgewing No. R. 1964 van 10 Desember 1965, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. R. 1966.]

[10 Desember 1965.

WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-KOSTETOELAES GEPUBLISEER BY OORLOGSMAATREËL No. 43 VAN 1942.

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.

AFDELING RADIO-, VERKOELINGS- EN HUIS-HOUDELIKE ELEKTRIESE TOESTELLE.

Namens die Minister van Arbeid, skort ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subregulasie (1) van regulasie 4 van die regulasies wat by Oorlogsmaatreeël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat by Goewermentskennisgewing No. R. 1964 van 10 Desember 1965, gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid

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