

EXTRAORDINARY



BUITENGEWONE

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GOVERNMENT GAZETTE

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 21 JUNIE

[No. 2104.]

GOVERNMENT NOTICES.**DEPARTMENT OF LABOUR.**

No. R. 1109. 21 June 1968.

INDUSTRIAL CONCILIATION ACT, 1956.**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.****RADIO, REFRIGERATION AND DOMESTIC ELECTRICAL APPLIANCES DIVISION.**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) 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 28 April 1970, 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 section 48 (1) (b) of the said Act, declare that the provisions of the said 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 28 April 1970, 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 from the second Monday after the date of publication of this notice and for the period ending 28 April 1970, the provisions of the said 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,
 Minister of Labour.

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. R. 1109. 21 Junie 1968

WET OP NYWERHEIDSVERSOENING, 1956.**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.****AFDELING RADIO-, VERKOELINGS- EN HUIS-HOUDELIKE ELEKTRIESE TOESTELLE.**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) Kragtens artikel 48 (1) (a) 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 28 April 1970 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die 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 die 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 28 April 1970 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 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 28 April 1970 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,
 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 subsection (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 subsection (3) of this section the conditions of employment, including wages prescribed in this Agreement in respect of domestic appliance mechanic's work, radio communications serviceman's work, refrigerator mechanic's work, or radiotriician'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). For purposes hereof wherever reference is made in this Agreement to the "hourly rate" it shall be deemed to be 96c per hour and the rate of R1 per hour for Rate A work after six months' continuous service with the same employer shall not apply to fifth year apprentices for whom the minimum rate shall remain at 96c per hour or to apprentices who complete their Contracts of Apprenticeship until such employee has completed six months' continuous employment as a journeyman with the same employer.

2. PERIOD OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall come into operation of 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. 632 of the 19th April 1968 (hereinafter referred to as "the Main Agreement"), so as to expire simultaneously therewith.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act, further—

"domestic appliance mechanic's work", "radio communications serviceman's work", "radiotriician's work", "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, refrigerator

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 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 bepaling 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 daarkragtig aangegaan is of met voorwaardes wat daarkragtig 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 daarkragtig gestel is, onbestaanbaar is nie.

(3) Vir die toepassing van 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 werkure 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 die werk van 'n werktuigkundige vir huishoudelike toestelle die werk van 'n radiokommunikasiediensman, die werk van 'n koelkaswerktuigkundige of radiotriisiënswerk (na gelang van die geval) voorgeskryf word van toepassing op vakleerlinge in voornoemde ambagte gedurende die vyfde jaar van hul vakleerlingskap, en wel in dié mate waarin genoemde diensvoorwaardes nie minder gunstig is nie as die voorwaardes wat kragtens die Wet op Vakleerlinge (Wet No. 37 van 1944, soos gewysig), voorgeskryf is, en vir die toepassing hiervan word oral waar daar in hierdie Ooreenkoms van "uurloon" melding gemaak word, 96c per uur bedoel, en dié tarief van R1 per uur vir graad A-werk na ses maande onafgebroke diens by dieselfde werkgewers is nie van toepassing op vyfdejaarvakleerlinge nie, vir wie dié minimum tarief 96c per uur bly, of op vakleerlinge wat hul leerkontrakte voltooi nie, tot tyd en wyl sodanige werknemers ses maande onafgebroke diens as ambagsman by dieselfde werkgewer voltooi het.

2. GELDIGHEIDSTERMYN VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet vasstel, en die geldigheidstermyn hiervan val saam met dié van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 632 van 19 April 1968 (hieronder die "Hoof-ooreenkoms" genoem), sodat die twee gelyktydig verval.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in genoemde Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts beteken—

"werk van 'n werktuigkundige vir huishoudelike toestelle", "werk van 'n radiokommunikasiediensman", "radiotriisiënswerk", "werk van 'n koelkaswerktuigkundige", een of meer van ondervermelde klasse werk:—

Diagnosering van defekte in of toesighouding oor of uitvoering van herstel- of versetelwerk aan of diensing, oprigting en/of installering of toesighouding oor die oprigting en/of

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.

4. WAGES AND/OR EARNINGS.

(1) No employee employed by an employer at date of commencement of this Agreement on domestic appliance mechanic's work, radio communications serviceman's work, radiotrician's work or refrigerator mechanic'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, radio communications serviceman's work, radiotrician's work or refrigerator mechanic's work, as the case may be. For all purposes of this Agreement the rate applicable in terms of this subsection shall be deemed to be the minimum wage of that employee, and the provisions of this subsection shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of section 10 of Part I of the Main Agreement.

(2) In addition to any rate payable to an employee in terms of subsection (1) every employer shall, by not later than the second pay-day after the commencement of this Agreement, pay to each of his employees of the following classes continuously employed by the employer since the 15th March 1968 a lump sum payment as follows:—

	R c
(i) Rate A employees	40 00
(ii) Apprentices.	
First year of apprenticeship	12 00
Second year of apprenticeship	14 00
Third year of apprenticeship	16 00
Fourth year of apprenticeship	20 00
Fifth year of apprenticeship	40 00
(iii) * Rate H employees	5 00

* The lump sum payment to employees employed on work classified at Rate H shall not rank as "pensionable emoluments" for purposes of contributions to the Metal Industries Group Pension Fund in terms of the Agreement published under Government Notice No. R. 141 of the 28th January 1966 and no employer shall be liable to contribute to the Metal Industries Group Pension Fund in respect of the lump sum payment.

(3) In the case of other employees who at date of commencement of this Agreement are employed by the employer but who entered his service between the 15th March 1968 and the date of commencement of this Agreement, the employer shall, and by not later than the second pay-day after the date of commencement of this Agreement, make a lump sum payment to each such employee for the period of continuous service with that employer reckoned from the date of engagement pro rata to the amount of the lump sum payment specified above for an employee of that class.

(4) No lump sum payment shall be due to an employee who resigned from his employment with an employer between the 15th day of March 1968 and the date of commencement of this Agreement in respect of any period between the 15th day of March 1968 and the date he terminated his employment; provided that in respect of any employee who was retrenched or discharged by an employer other than for misconduct on the part of the employee between the 15th day of March 1968 and the date of commencement of this Agreement, the employer who retrenched or discharged such employee shall—

(a) pay to such former employee a lump sum for the period of employment subsequent to the 15th day of March 1968 pro rata to the amount of the total lump sum payment specified for employees of his class who are in the continuous employment of an employer at date of commencement of this Agreement, and forward a receipt for the payment to the Secretary of the Regional Council for the area in which the employment occurred within a period of 21 days reckoned from the date of commencement of this Agreement; or

installering van stowe, koelkaste en huishoudelike elektriese toestelle, radio- en/of draadloostoestelle en elektriese klankre-produksieapparaat, en die uitvoering van finale toetse of die toesighouding oor sodanige werksaamhede, maar nie ook aansluiting (of ontkoppeling van) bestaande kontakpunte en/of die oprigting van radiolugdrade of werk in verband met die vervaardiging 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.

4. 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 die werk van 'n werktuigkundige vir huishoudelike toestelle, van 'n radiokommunikasiediensman, radiotrisienswerk of die werk van 'n koelkaswerktuigkundige mag, onderwyl hy in diens van dieselfde werkgever is, 'n loon betaal word wat laer is as dié wat tot dusver aan hom betaal is nie, plus 5c per uur, ongeag of sy vorige loon hoër was as die lone in hierdie Ooreenkoms voorgeskryf vir die werk van 'n werktuigkundige vir huishoudelike toestelle, van 'n diensman vir radiokommunikasies, radiotrisienswerk of die werk van 'n koelkaswerktuigkundige, na gelang van die geval. Vir die toepassing van hierdie Ooreenkoms word die loon wat ingevolge hierdie subklousule van toepassing is, geag die minimum loon van daardie werknemer te wees, en is die bepaling van hierdie subklousule *mutatis mutandis* van toepassing op werknemers wat ingevolge klousule 10 van Deel I van die Hofooreenkoms aansporingsbonuswerk verrig.

(2) Benewens enige loon wat aan 'n werknemer betaalbaar is ingevolge subklousule (1), moet elke werkgever voor of op die tweede betaaldag na die inwerkingtreding van hierdie Ooreenkoms aan elk van sy werknemers van die volgende klasse wat sedert 15 Maart 1968 onafgebroke by dié werkgever in diens is, 'n ronde som betaal soos volg:—

	R c
(i) Tarief A-werknemers	40 00
(ii) Vakleerlinge.	
Eerste jaar van vakleerlingskap	12 00
Tweede jaar van vakleerlingskap	14 00
Derde jaar van vakleerlingskap	16 00
Vierde jaar van vakleerlingskap	20 00
Vyfte jaar van vakleerlingskap	40 00
(iii) * Tarief H-werknemers	5 00

* Die ronde som wat betaal moet word aan werknemers wat werk verrig wat teen tarief H geklassifiseer is, geld nie as "pensioendraende besoldiging" nie vir die doel van bydraes tot die groepspensioenfonds van die Metaalnywerhede ingevolge die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 141 van 28 Januarie 1966, en geen werkgever is daarvoor aanspreeklik om ten opsigte van die ronde som wat betaal is tot die Groepspensioenfonds van die Metaalnywerhede by te dra nie.

(3) In die geval van ander werknemers wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die werkgever in diens is, dog wat tussen 15 Maart 1968 en die datum van inwerkingtreding van hierdie Ooreenkoms by hom in diens getree het, moet die werkgever voor of op die tweede betaaldag na die datum van inwerkingtreding van hierdie Ooreenkoms, 'n ronde bedrag betaal aan elke sodanige werknemer vir die tydperk van onafgebroke diens by daardie werkgever, gereken van die datum van indiensname pro rata tot die bedrag van die ronde som soos hierbo bepaal vir 'n werknemer van daardie klas.

(4) Geen ronde som is aan 'n werknemer verskuldig nie wat sy diens by 'n werkgever tussen die 15de dag van Maart 1968 en die datum van inwerkingtreding van hierdie Ooreenkoms beëindig het, ten opsigte van enige tydperk tussen die 15de dag van Maart 1968 en die datum waarop hy sy diensbeëindig het: Met dien verstande dat in die geval van enige werknemer wat deur 'n werkgever tussen die 15de dag van Maart 1968 en die datum van inwerkingtreding van hierdie Ooreenkoms, afgedank of ontslaan is om 'n ander rede as wangedrag van die kant van die werknemer, die werkgever wat sodanige werknemer afgedank of ontslaan het—

(a) aan sodanige voormalige werknemer 'n ronde som moet betaal vir die tydperk van diens na die 15de dag van Maart 1968 pro rata tot die bedrag van die totale ronde som soos bepaal vir werknemers van sy klas wat op die datum van inwerkingtreding van hierdie Ooreenkoms nog steeds in diens van 'n werkgever is, en hy moet binne 'n tydperk van 21 dae, gereken vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, 'n kwitansie vir die betaling stuur aan die Sekretaris van die Streekraad vir die gebied waarin die werknemer werksaam was; of

(b) forward a lump sum payment calculated as in paragraph (a) of this subsection in respect of each such employee who was retrenched or discharged by him other than for misconduct on the part of the employee to the Secretary of the Regional Council for the area in which the employment occurred, together with the name, last-known address and number of leave voucher, if any, issued to any employee concerned, within a period of 21 days reckoned from the date of commencement of this Agreement.

Moneys forwarded to the Council in terms of paragraph (b) shall be payable by the Council to the person entitled thereto on proof satisfactory to the Council of his or her identity less, any deduction compelled by law.

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

(6) Subject to the provisions of subsections (1) to (5) inclusive, no employer shall pay to employees (other than first, second, third and fourth year apprentices) engaged on any of the classes of work hereinafter specified in the following wage schedules wages and/or earnings lower than those stated against such classes and no employee shall accept wages and/or earnings lower than those stated against such classes.

Rate A:

Domestic appliance mechanic's work.....	} Rate per hour specified below for Rate A work.
Radio communications servicemen's work.....	
Radiotrician's work.....	
Refrigerator mechanic's work.....	

Rate H:

General labourer.....	19c per hour.
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Rate A Work:

Rate A.....	96c per hour.
Rate A after six months' continuous service with the same employer.....	R1 per hour.

5. 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 subsection, the ordinary hourly rate of employees employed on incentive bonus work shall be hourly rate for the class of work scheduled in this Agreement.

(2) The provisions of subsection (1) shall not apply to an employee who is on the paid holiday provided for in section 6 of this Agreement.

6. 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.

(b) binne 21 dae, gereken vanaf die datum van inwerking-treding van hierdie Ooreenkoms, 'n ronde som, bereken soos in paragraaf (a) van hierdie subklousule uiteengesit, ten opsigte van elke sodanige werknemer wat deur hom afgedank of ontslaan is om 'n ander rede as wangedrag van die kant van die werknemer, stuur aan die Sekretaris van die Streekraad vir die gebied waar die werknemer werksaam was, vergesel van die naam, laaste bekende adres en nommer van die eventuele verlofwaarborg wat aan enige betrokke werknemer uitgereik is.

Gelde min enige aftrekking wat ingevolge die Wet verpligtend is ingevolge paragraaf (b) aan die Raad gestuur is by voorlegging van bewys van die betrokke persoon se identiteit wat vir die Raad aanneemlik is, deur die Raad betaalbaar aan die persoon wat daarop geregtig is.

(5) Geen werknemer mag gedurende een enkele week meer as een van die werksaamhede verrig wat in hierdie Ooreenkoms ondr verskillende loontariewe ingedeel is nie, met inbegrip van enige oortydwerk aan 'n hoër besoldigde werksaamheid, tensy besoldiging daarvoor geskied asof sodanige werknemer die hele week lank die bedrywigheid met die hoogste besoldiging verrig het: Met dien verstande dat indien 'n laer besoldigde werknemer tydelik 'n hoër besoldigde werknemer vervang wat van sy werk afwesig is en nie elders in die bedryfsinrigting werk verrig nie, sodanige plaasvervangende werknemer teen die hoër tarief besoldig word slegs vir die tydperk wat hy werklik die werk met die hoër besoldiging verrig het. Enige plaasvervangendstydperk van minder as altesaam 'n halwe skof gedurende enige enkele week kom nie in aanmerking vir besoldiging teen die hoër tarief nie.

(6) Behoudens die bepalings van subklousules (1) tot en met (5), mag geen werkgewer aan werknemers (uitgesonderd eerste-, tweede-, derde- en vierdejaarvakleerlinge) wat enige van die klasse werk verrig wat hieronder in onderstaande loonskedules bepaal word, lone en/of verdienste betaal wat laer is as dié wat vir sodanige klasse aangedui word nie en geen werknemer mag lone of verdienste aanneem wat laer is as dié wat vir sodanige klasse aangedui word nie.

Tarief A:

Werk van 'n werktuigkundige vir huishoudelike toestelle.....	} Tarief per uur soos hieronder vir tarief A-werk bepaal.
Werk van 'n diensman vir radiokommunikasies.....	
Radiotrisienswerk.....	
Werk van 'n koelkaswerktuigkundige.....	

Tarief H:

Algemene arbeider.....	19c per uur.
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Tarief A-werk:

Tarief A.....	96c per uur.
Tarief A na ses maande deurlopende diens by dieselfde werkgewer.....	R1 per uur.

5. BETALING VIR OPENBARE VAKANSIEDAE.

(1) Alle geproklameerde openbare vakansiedae is vakansiedae met betaling ten opsigte waarvan 'n werknemer minstens sy uurloon soos in die Hoofdooreenkoms voorgeskryf, betaal moet word vir die gewone werkure van die bedryfsinrigting op daardie dag van die week. Vir die toepassing van hierdie subklousule is die gewone uurloon van werknemers wat volgens 'n aansporingsbonusskema werk, die uurloon vir die klas werk gemeld in die lys in hierdie Ooreenkoms.

(2) Die bepalings van subklousule (1) is nie van toepassing nie op 'n werknemer wat met dié vakansie met betaling is waarvoor daar in klousule 6 van hierdie Ooreenkoms voorsiening gemaak word.

6. 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 Hoofdooreenkoms 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 aansporingsbonusskema 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) 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.

(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 from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or five-sixths of a week, as the case may be, worked towards his 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 accumulation thereof provided for in section 7 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 weekends 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.

(3) Elke werknemer is kragtens hierdie Ooreenkoms 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 50 kalenderweke diens in die geval van 'n werknemer wat op 'n grondslag van vyf dae per week werk.

(i) Behoudens die bepalings van paragraaf (ii) hiervan, word diens vir minder as 30 skofte of vyf kalenderweke, na gelang van die geval, nie vir die vakansie met betaling in aanmerking geneem nie: Met dien verstande dat 'n werknemer wat tydelik buite werk gestel word nadat hy 18 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 doel van die vakansie met besoldiging;

(ii) waar 'n werknemer se diens ooreenkomstig hierdie paragraaf onderbreek word en hy weer werk vir dieselfde werkgewer aanvaar, moet hy vir die doel van die vakansie met besoldiging gekrediteer 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, moet vir die vakansie in aanmerking geneem 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 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 bepalings van die Ongevallewet, 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, verbeur ten opsigte van elke skof of werkdag wat hy gedurende sodanige afwesigheid verloor, vyf skofte of vyf sesdes van 'n week, na gelang van die geval, wat hy vir sy vakansie met besoldiging gewerk het, met 'n maksimum straf van 30 skofte of vyf kalenderweke in enige bepaalde kwalifiserende tydperk vir 'n vakansie met besoldiging, 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 7 van hierdie Ooreenkoms moet voorsiening gemaak word, vir die doeleindes van vakansie met besoldiging in aanmerking geneem 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) The employer shall at the time of making the payments referred to in paragraph (a) of this subsection and in section 7 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 subsection (3) of this section, he shall be credited with the proportionate number of shifts or calendar weeks of employment, as the case may be. The employer shall furnish the employee, at the time he leaves his service with a voucher 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 subsection (1) or subsection (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 subsection (5) of this section and is no longer employed in the Industries shall be entitled, subject to paragraph (b) of this subsection, 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 subsection (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 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 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.

7. ADDITIONAL HOLIDAY PAY.

(1) Subject to subsection (3) hereof, an employee, qualifying after the date of coming into operation of this Agreement for his tenth or subsequent consecutive paid holiday deriving from continuous employment with the same employer as provided for in terms of section 6 (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 holidays referred to in section 6 (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 week's paid holiday.

(2) Whenever the employer and employee come to the arrangements provided for in subsection (1) (ii) and the employee has qualified for three such extra week's 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 6 (3) of the Agreement, unless as may

(b) Die werkgewer moet ten tyde die betalings bedoel in paragraaf (a) van hierdie subklousule en in klousule 7 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 werkgewer 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 bepalinge 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 aanbieding 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 goedgevonden 'n *ex gratia*-betaling uit die fondse van die Raad aan sodanige werknemers soos hierin bedoel, kan doen.

(8) Behoudens andersluidende bepalinge 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 diens ook tydperke van militêre opleiding in soos in die Hoofdooreenkoms 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.

7. ADDISIONELE VAKANSIEBESOLDIGING.

(1) Behoudens die bepalinge van subklousule (3) hiervan, is 'n werknemer wat na die datum van inwerkintreding van hierdie Ooreenkoms uit hoofde van sy ononderbroke diens by dieselfde werkgewers op sy tiende of daaropvolgende aaneenlopende vakansie met besoldiging geregtig word soos in klousule 6 (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 6 (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 "opgehoopde vakansie met besoldiging" genoem) geregtig geword het, moet die werkgewer die opgehoopde vakansie met besoldiging verleen en moet die werknemer dit neem wanneer die vakansie met besoldiging waarvoor daar in klousule 6 (3)

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 subsection (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 paid 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 subsections (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.

8. SUBSTITUTION OF CERTAIN MAIN AGREEMENT PROVISIONS.

(1) Notwithstanding the provisions of sections 5 and 6 of this part 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 12 (*bis*) 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 subsection (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 11 declare to the Council whether the ordinary provisions or the special provisions referred to in subsection (1) will be observed in his establishment.

9. EMPLOYMENT ON RATE A WORK AND ISSUE OF CERTIFICATES.

(1) No employee shall be employed on work classified at Rate A in this Agreement unless such person is eligible for membership of the Trade Union.

(2) Only a person who has completed a contract of apprenticeship under the Apprenticeship Act or a Contract of Apprenticeship recognised by the Council in any one of the classes of work scheduled at Rate A in this Agreement or an employee who is over 21 years of age and in possession of a certificate recognised or issued by the Council may be employed on Rate A work; provided that persons employed on Rate A work at date of commencement of this Agreement who are not eligible within the foregoing requirements shall be deemed to be eligible to be employed on Rate A work and for this purpose such persons shall have a period of three months from date of commencement of this Agreement in which to apply to the Council for a certificate authorising them to be employed on such Rate A work. Such application and the certificate to be in accordance with the amount "per month" specified for the Council.

10. 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 H, 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.

van hierdie Ooreenkoms voorsiening gemaak word, aan hom toegestaan word en hy dit neem, tensy die werkgewer en die werknemer ooreenkoms 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, vervall sy reg daarop.

(3) Waar 'n werknemer wat op sy tiende vakansie met besoldiging geregtig word ooreenkomsig 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 vakansiekwalifikasietyd 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.

8. VERVANGING VAN SEKERE BEPALINGS IN DIE HOOFDOOREENKOMS.

(1) Ondanks die bepalings van klousules 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 ooreenkoms dat die bepalings van klousule 11, 12 en 12 (*bis*) van Deel I van die Hoofdooreenkoms (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 ooreenkomsig die bepalings van klousule 11 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.

9. VERRIGTING VAN TARIEF A-WERK EN UITREIKING VAN SERTIFIKATE.

(1) Geen werknemer mag werk wat in hierdie Ooreenkoms onder tarief A ingedeel word, verrig nie tensy sodanige persoon in aanmerking kom vir lidmaatskap van die Vakvereniging.

(2) Slegs persone wat 'n leerkontrak ingevolge die Wet op Vakleerlinge, of 'n leerkontrak wat deur die Raad erken word, afgelê het in enige van die klasse werk wat in hierdie Ooreenkoms onder Tarief A ingedeel word, of 'n werknemer wat ouer as 21 jaar en in besit is van 'n sertifikaat wat deur die Raad erken of uitgereik is, mag tarief A-werk verrig. Met dien verstande dat persone wat op die datum van inwerkingtreding van hierdie Ooreenkoms Tarief A-werk verrig en nie aan voormelde vereistes voldoen nie, geag word aan sodanige persone drie maande lank tyd gegee vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, om by die Raad aansoek te doen om 'n sertifikaat om hulle te magtig om sodanige Tarief A-werk te verrig. Sodanige aansoek en die sertifikaat wat kragtens hierdie Ooreenkoms uitgereik moet word, word deur die Raad voorgeskryf.

10. 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 in die totale bedrag vir elke maand aan die Raad stuur.

(2) In addition to the amount payable in terms of subsection (1), every employer shall, for employees employed on work classified at Rate H 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 of Rate H employees

	<i>Per month.</i>
	<i>R c</i>
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 subsection 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 subsection (3).

11. 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 subsection (2) of section 8 of this Agreement.

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

12. APPLICATION OF JOURNEYMAN-RECOGNITION AGREEMENT.

Notwithstanding any provisions of the Journeyman-Recognition Agreement published under Government Notice No. R. 1286 of the 27 August 1965, as extended by Government Notice No. R. 1275 of the 25 August 1967, the provisions of the said Journeyman-Recognition Agreement shall *mutatis mutandis* apply to the employer and employee parties to this Agreement.

PART II.

Notwithstanding anything in these provisions contained the provisions relating to "Holiday Pay" (section 6) and "Substitution of Certain Main Agreement Provisions" (section 8) of Part I of this Agreement shall not apply to employees employed on work classified at Rate H 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 12 months' employment with him, leave of absence on full pay of not less than two consecutive weeks.

(2) Benewens die bedrag wat ingevolge subklousule (1) betaalbaar is, moet elke werkgever ten opsigte van werknemers wat werk verrig wat onder tarief H 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 H-werknemers

	<i>Per maand</i>
	<i>R c</i>
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 voorgeksryf 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 voorgeskrif.

11. 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, verstrekk word.

12. TOEPASSING VAN OOREENKOMS VAN ERKENNING AS VAKMAN.

Nieteenstaande enige bepalinge van die Ooreenkoms van Erkenning as Vakman gepubliseer by Goewermentskennisgewing No. R. 1286 van 27 Augustus 1965, soos verlig by Goewermentskennisgewing No. R. 1275 van 25 Augustus 1967, is die bepalinge van genoemde Ooreenkoms van Erkenning as Vakman *mutatis mutandis* van toepassing op die werkgever- en werknemerpartye by hierdie Ooreenkoms.

DEEL II.

Ondanks enigiets in hierdie bepalinge vervat, is die bepalinge betreffende "Vakansiebesoldiging" (klousule 6) en "Vervanging van sekere bepalinge in die Hoof-ooreenkoms" (klousule 8) van Deel I van hierdie Ooreenkoms nie van toepassing nie op werknemers wat werk verrig wat onder Tarief H ingedeel is en op wie, tensy daarin anders bepaal word, die orige bepalinge van Deel I en onderstaande spesiale bepalinge van toepassing is. (Indien die spesiale bepalinge in enige geval strydig sou wees met voormelde orige bepalinge van Deel I, geniet die spesiale bepalinge voorrang.)

1. VERLOF MET BESOLDIGING.

(1) (a) 'n Werkgever moet ooreenkomstig die bepalinge van paragrawe (b), (c) en (d) aan elke werknemer wat by hom in diens is, ten opsigte van elke tydperk van 12 maande diens by hom afwesigheidsverlof met volle betaling vir minstens twee agtereenvolgende weke verleen.

(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 12 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 provided in section 12 (8) of Part I of the Main Agreement.

(d) For every public holiday referred to in section 5 of 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 subsection (1) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

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

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

(b) one-twelfth of his full pay for two weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of subsection (1) or, in the case of an employee who has been employed for less than 12 months, after the date of commencement of his employment.

(4) Any period during which an employee—

(a) is on leave in terms of subsection (1); or

(b) is undergoing military training as provided in section 12 (8) of Part I of the Main Agreement; or

(c) is absent from work on the instruction or at the request of the employer; or

(d) is absent from work owing to illness;

shall be deemed to be employment for the purposes of subsections (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 12 months of employment which is in excess of 30 days;

(ii) any employee whose employer is by 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 subparagraph (i).

(5) Any amount paid to an employee in terms of subsection (2) or subsection (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 provided in section 12 (8) of Part I of any period of 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 section 11 of Part I and Section 1 of Part II of the Main Agreement (hereinafter referred to as "the special conditions") be substituted therefor.

(b) 'n Werkgewer 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 12 maande diens: Met dien verstande dat, as 'n werknemer voor die verstrikking van genoemde tydperk van vier maande skriftelik daartoe ingestem het, sy werkgewer sodanige verlof aan hom kan verleen vanaf 'n datum nie later nie as twee maande na die verstrikking van genoemde tydperk van vier maande.

(c) 'n Werkgewer mag nie sodanige verlof so verleen dat dit met enige tydperk waarin die werknemer kennis van diens beëindiging gegee of ontvang het of (tensy op die skriftelike versoek van die werknemer) met enige tydperk waarin die werknemer militêre opleiding ondergaan soos in klousule 12 (8) van Deel I van die Hoof-ooreenkoms bepaal, saamval nie.

(d) Vir elke openbare vakansiedag wat in klousule 5 Deel I, van hierdie Ooreenkoms bedoel word en wat binne die tydperk van sodanige verlof val, moet die werkgewer 'n werkdag by genoemde tydperk voeg as 'n verdere tydperk van afwesigheds-verlof met volle besoldiging.

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

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

(a) sy volle besoldiging ten opsigte van enige tydperk van verlof wat hom toekom maar nie voor die datum van diens-beëindiging 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 werkgewer 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 12 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 klousule 12 (8) van Deel I van die Hoof-ooreenkoms bepaal; of

(c) van die werk afwesig is op las of op versoek van die werkgewer; 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 werkgewer 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 12 maande diens, wat langer as 30 dae is;

(ii) daar nie van 'n werknemer wie se werkgewer 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 subparagraaf (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 werkgewer 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 klousule 12 (8) van Deel I van die Hoof-ooreenkoms bepaal.

(7) Ondanks bostaande bepalings van hierdie klousule (hieronder die "gewone voorwaardes" genoem), kan 'n werkgewer en sy werknemers op wie hierdie gedeelte van die Ooreenkoms van toepassing is, onderling ooreenkoms dat die bepalings van klousule 11 van Deel I en klousule 1 van Deel II van die Hoof-ooreenkoms (hieronder die "spesiale voorwaardes" genoem), in die plek daarvan gestel word.

(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 subsection (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 11 declare to the Council whether the ordinary provisions or the special provisions referred to in subsection (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 3 (excluding definition of "day shift"), 4, 5, 7, 8 (1), (2) and (3) (a), (b), (c), (d), (f) and (g), 8 (4), 9, 10, 14, 15, 16 (A), 17, 18, 20, 22, 25, 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 12 (bis) of Part I (when the employer and his employees mutually agree to the substitution of those provisions of the Main Agreement for the provisions of sections 5 and 6 of Part I of this Agreement).

(e) Section 28 and 33 of Part I.

(f) Section 24 [excluding subsection (2) thereof], sections 29 and 34 of Part I.

(g) Part II excluding section 1, except where an employer and his employees on work classified at Rate H mutually agree to the substitution of the provisions of section 11 of Part I and section 1 of Part II of the Main Agreement for the provisions of section 5 of Part I and section 1 of Part II of this Agreement.

(h) Subsection (8) of section 1 of Part III and section (j) of Schedule A.

(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 five hours worked between the hours of 7 a.m. and 1 p.m. on one day per week which shall be known as the short day. Employers may vary the day of the week that is to be observed as 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 this the 29th day of April 1968.

J. M. RUSSELL, *Chairman.*
C. H. CROMPTON, *Vice-Chairman.*
W. R. GLASTONBURY, *General Secretary.*

No. R. 1110.

21 June 1968.

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

ISPA SUB-GROUP AGREEMENT.

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) 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 28 April 1970, upon the employers' organisation and the trade unions which entered into the said Agreement and upon Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott and Co. (Pty) Ltd, and Union Steel Corporation (of South Africa), Ltd, who are members of the said organisation and their employees who are members of the said unions;

(8) Elke werkgewer 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 werkgewer wat sake na daardie datum begin, moet, wanneer hy inligting ooreenkomstig die bepalings van klousule 11, 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 Hoof-ooreenkoms, is ondervermelde bepalings van die Hoof-ooreenkoms *mutatis mutandis* van toepassing tensy daar in hierdie Ooreenkoms anders bepaal word:—

(a) Klousules 3 (uitgesonderd definisie van "dagskof"), 4, 5, 7, 8 (1), (2) en (3) (a), (b) (c), (d), (f) en (g), 8 (4), 9, 10, 14, 15, 16 (A), 17, 18, 20, 22, 25, 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 12 (bis) van Deel I (wanneer die werkgewer en sy werknemers onderling ooreenkom om die bepalings van klousules 5 en 6 van Deel I van hierdie Ooreenkoms deur daardie bepalings van die Hoof-ooreenkoms te vervang).

(e) Klousules 28 en 33 van Deel I.

(f) Klousule 24 [uitgesonderd subklousule (2) daarvan] en klousules 29 en 34 van Deel I.

(g) Deel II, uitgesonderd klousule 1, behalwe waar 'n werkgewer en sy werknemers wat werk verrig wat onder Tarief H ingedeel is, onderling ooreenkom om die bepalings van klousule 5 van Deel I en klousule 1 van Deel II van hierdie Ooreenkoms deur die bepalings van klousule 11 van Deel I en klousule 1 van Deel II van die Hoof-ooreenkoms te vervang.

(h) Subklousule (8) van klousule (1) van Deel III en klousule (j) van Bylae "A".

(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 moet geld 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 op hede die 29ste dag van April 1968 onderteken soos gemagtig.

J. M. RUSSELL, *Voorsitter.*
C. H. CROMPTON, *Ondervoorsitter.*
W. R. GLASTONBURY, *Algemene Sekretaris.*

No. R. 1110.

21 Junie 1968.

WET OP NYWERHEIDSVERSOENING, 1956.

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

ISPA-SUBGROEPOOREENKOMS.

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) 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 28 April 1970 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott and Co. (Pty) Ltd en Union Steel Corporation (of South Africa), Ltd, wat lede van genoemde organisasie is en hul werknemers wat lede van genoemde verenigings is;

(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 1, 2, 4 (1) (b) and (2) (b), shall be binding from the second Monday after the date of publication of this notice and for the period ending 28 April 1970, 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 areas occupied by Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott and Co. (Pty) Ltd, and Union Steel Corporation (of South Africa), Ltd, in the Magisterial Districts of Benoni, Durban, Germiston, Johannesburg and Vereeniging; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas occupied by Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott and Co. (Pty) Ltd, and Union Steel Corporation (of South Africa), Ltd, in the Magisterial Districts of Benoni, Durban, Germiston, Johannesburg and Vereeniging and from the second Monday after the date of publication of this notice and for the period ending 28 April 1970, the provisions of the said Agreement, excluding those contained in clauses 1, 2, 4 (1) (b) and (c) and (2) (b) and (c), 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,
Minister of Labour.

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—

Iron and Steel Producers' Association of South Africa; of the one part (hereinafter referred to as "the employers" or "the employers' organisation"), and the—

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Iron Moulders' Society of South Africa;
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society;

S.A. Electrical Workers' Association;
S.A. Engine Drivers', Firemen's and Operators' Association;
Suid-Afrikaanse Yster, Staal en Verwante Nywerhede Unie;

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

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

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of Benoni, Durban, Germiston, Johannesburg and Vereeniging by Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott & Co. (Pty) Ltd, and Union Steel Corporation (of South Africa) Ltd, and by their employees who are members of the trade unions.

2. PERIOD OF OPERATION 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 48 of the Act and shall run concurrently with the Agreement published under Government Notice No. R. 632 of the 19th April 1968 (hereinafter referred to as "the Main Agreement"), so as to expire simultaneously therewith.

(b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 (1) (b) en (2) (b), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 April 1970 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 gebiede geokkupeer deur Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott and Co. (Pty) Ltd en Union Steel Corporation (of South Africa), Ltd, in die landdrosdistrikte Benoni, Durban, Germiston, Johannesburg en Vereeniging; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2, 4 (1) (b) en (c) en (2) (b) en (c), vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 April 1970 eindig, in die gebiede geokkupeer deur Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott and Co. (Pty) Ltd en Union Steel Corporation (of South Africa), Ltd, in die landdrosdistrikte Benoni, Durban, Germiston, Johannesburg en Vereeniging, *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,
Minister van Arbeid.

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

OOREENKOMS

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

Iron and Steel Producers' Association of South Africa aan die een kant (hieronder die "werkgewers" of die "werkgewers-organisatie" genoem), en die—

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Iron Moulders' Society of South Africa;
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society;

S.A. Electrical Workers' Association;
S.A. Engine Drivers', Fireman's and Operators' Association;
Suid-Afrikaanse Yster, Staal en Verwante Nywerhede Unie;

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdrosdistrikte Benoni, Durban, Germiston, Johannesburg en Vereeniging nagekom word deur Dunswart Iron and Steel Works, Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals, Limited, George Stott & Co. (Pty) Ltd, en Union Steel Corporation (of South Africa) Ltd, en deur hul werknemers wat lede van die vakverenigings is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid ingevolge artikel 48 van die Wet vasgestel word, en het dieselfde tydsduur as die Ooreenkoms by Goewermentskennisgewing No. R. 632 van 19 April 1968 gepubliseer (hieronder die "Hofooreenkoms" genoem), sodat dit gelyktydig daarmee verval.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act, further—

“Iron and steel producing activities” means activities in which employees are engaged on processes involving and/or ancillary to the production of forged and/or rolled and/or drawn metal products and/or semis and/or liquid metal and/or the manufacture of cast metal balls.

4. GENERAL PROVISIONS.

(1) The following provisions of the Main Agreement shall, subject to the provisions of subsection (2), *mutatis mutandis* apply to the employers and employees to whom this Agreement applies:—

(a) Sections 1 (3) to (6) inclusive, 3 to 8 (3) (d) inclusive and (f) and (g), 8 (4) to 23 inclusive, 25, 27, 30 to 34 inclusive of Part I and all the provisions of Parts II and III;

(b) Sections 8 (3) (e), 24 and 29 of Part I; and

(c) Sections 8 (3) (h), 26 and 28 of Part I.

(2) The following provisions of the Main Agreement as amended in the manner hereinafter set out shall *mutatis mutandis* apply to employers and employees, other than journeymen and apprentices, engaged or employed in iron and steel producing activities:—

(a) The provisions referred to in subsection (1) (a) hereof, other than the provisions of section 6 of Part I of the Main Agreement;

(b) the provisions referred to in subsection (1) (b) hereof; and

(c) the provisions referred to in subsection (1) (c) hereof;

AMENDMENTS.

PART I.

SECTION 4.—HOURS OF WORK.

Delete paragraph (a) of subsection (1) and substitute the following:—

“(a) The ordinary hours of work shall not exceed 46 in any one week”.

SECTION 5.—OVERTIME AND PAYMENT FOR WORK ON SUNDAYS.

Delete section 5 of Part I and substitute the following provisions in respect of employees employed on work classified at Rates F to H and/or employed on watchman's work:—

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

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

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

(ii) if he so works for a period exceeding four hours, remuneration at a rate of not less than one and one-third times the ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than one and one-third times the ordinary remuneration payable in respect of the period ordinarily worked by him on a weekday, whichever is the greater, provided that where the employer provides work to occupy the employee for the hours of a normal shift and the employee fails or refuses to work the full period required of him or works a lesser period at his own request, such employee shall receive payment at one and one-third times the ordinary hourly rate per hour of the employee concerned only for the period actually worked”.

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

(a) For the hours worked before midnight—at one and one-half times the ordinary hourly rate plus 10 per cent;

(b) after midnight until completion of the shift—at the ordinary hourly rate plus 10 per cent.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word waarvan die betekenis in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in die Wet, en by 'n verwysing na 'n wet is ook enige wysiging van sodanige wet inbegrepe; voorts beteken—

“Yster- en staalproduksiewerksaamhede” die werksaamhede waarin werknemers betrokke is by prosesse in verband met en of bykomstig tot die produksie van gesmede en/of gewalste en/of getrokke metaalprodukte en/of semis en/of vloeietaal en/of die vervaardiging van gegote metaalbalke.

4. ALGEMENE BEPALINGS.

(1) Ondergenoemde bepalinge van die Hoof-ooreenkoms is, behoudens die bepalinge van subklousule (2), *mutatis mutandis* van toepassing op die werkgewers en die werknemers op wie hierdie Ooreenkoms van toepassing is:—

(a) Klousules 1 (3) tot en met (6), 3 tot en met 9 (3) (d) en (f) en (g), 8 (4) tot en met 23, 25, 27, 30 tot en met 34 van Deel I, en alle bepalinge van Deel II en Deel III;

(b) klousule 8 (3) (e), 24 en 29 van Deel I, en

(c) klousules 8 (3) (h), 26 en 28 van Deel I.

(2) Ondergenoemde bepalinge van die Hoof-ooreenkoms, gewysig op die wyse soos hieronder uiteengesit, is *mutatis mutandis* van toepassing op werkgewers en werknemers, uitgesonderd ambagsmanne en vakleerlinge, wat by yster- en staalproduksiewerksaamhede betrokke of werksaam is:—

(a) Die bepalinge bedoel in subklousule (1) (a) hiervan, uitgesonderd die bepalinge van klousule 6 van Deel I van die Hoof-ooreenkoms;

(b) die bepalinge bedoel in subklousule (1) (b) hiervan; en

(c) die bepalinge bedoel in subklousule (1) (c) hiervan.

WYSIGINGS.

DEEL I.

KLOUSULE 4.—WERKURE.

Vervang paragraaf (a) van subklousule (1) deur onderstaande: “(a) Die gewone werkure mag hoogstens 46 uur in een enkele week beloop”.

KLOUSULE 5.—OORTYDWERK EN BESOLDIGING VIR WERK OP SONDAE.

Vervang klousule 5 van Deel I deur onderstaande bepalinge, ten opsigte van werknemers wat werk ingedeel onder tarief F tot tarief H, en/of wagwerk verrig:—

“(1) Tyd deur werknemers gewerk na voltooiing van die gewone skof, word geag oortydwerk te wees; en daarvoor moet betaal word teen minstens een en een-tiende maal die gewone uurloon van die betrokke werknemer.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sodanige werknemer soos volg deur sy werkgewer betaal word—

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

(ii) indien hy aldus werk vir 'n tydperk van meer as vier uur, besoldiging teen minstens een en een-derde maal die gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging teen minstens een en een-derde maal die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, na gelang van wat die grootste bedrag is: Met dien verstande dat waar die werkgewer werk verskaf wat die werknemer vir die ure van 'n gewone skof besig sal hou, en die werknemer versuim of weier om die volle tydperk te werk wat van hom vereis word, of op eie versoek vir 'n korter tydperk werk, sodanige werknemer betaling teen een en een-derde maal die gewone uurloon van die betrokke werknemer ontvang vir slegs dié tydperk wat hy werklik gewerk het.”.

(3) Die bepalinge van subklousule (2) betreffende besoldiging vir werk op Sondag is nie van toepassing nie ten opsigte van skofte wat op Sondag begin in bedryfsinrigtings waar daar volgens 'n twee- of drieskofstelsel gewerk word, waar besoldiging soos volg moet geskied:—

(a) Ten opsigte van die ure voor middernag gewerk: Teen een en 'n half maal die gewone uurloon plus 10 persent;

(b) na middernag tot aan die einde van die skof: Teen die gewone uurloon plus 10 persent.

(4) The provisions of this section shall not apply to employees employed on watchman's work; provided that whenever a watchman works longer than a shift of 12 hours at a time or works for seven consecutive days, time so worked after completion of a 12-hour shift and all time worked on the seventh consecutive day shall be regarded as overtime for which the watchman shall be paid at the rate of not less one and one-tenth times his normal rate calculated on an hourly basis.

SECTION 11.—PAYMENT FOR CERTAIN PUBLIC HOLIDAYS.

Substitute the following subsection for subsection (3) in respect of employees employed on work classified at Rates F to H:—

"(3) Whenever an employee works on Good Friday, Ascension Day, the Day of the Covenant, Christmas Day or New Year's Day, he shall receive not less than the ordinary rates for one shift for that particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift, whereafter he shall be paid at one and one-tenth times the hourly rate for the time worked until the usual starting time next day."

PART III.

TABLE OF WAGE RATES.

Substitute the following rates for Rates F to H inclusive:—

Rate Classification.	Rate per Hour. Cents.
Rate F	26.5
Rate G	21.5
Rate H	18.5

Signed at Johannesburg as authorised for and on behalf of the parties, on this the 14th day of May 1968.

J. M. RUSSELL, *Chairman.*
C. H. CROMPTON, *Vice-Chairman.*
W. R. GLASTONBURY, *General Secretary.*

No. R. 1111.

21 June 1968.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY, REPUBLIC OF SOUTH AFRICA.

I, Marais Viljoen, Minister of Labour—

(a) hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreements and notices relating to the Iron, Steel, Engineering and Metallurgical Industry, published under Government Notices Nos. R. 1109 and R. 1110 of 21 June 1968, 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;

(b) in terms of section 54 (1) of the said Act and with effect from the second Monday after the date of publication of this notice and for the period ending 28 April 1970, hereby exempt all employers who are subject to the provisions of the said Agreements, from the requirements of section 21A of the said Act in respect of employees who are entitled to sickness compensation in terms of the said Agreements; and

(c) in terms of section 54 (2) of the said Act and with effect from the second Monday after the date of publication of this notice, amend Government Notice No. R. 1589 of 6 October 1967, as amended, by Government Notice No. R. 635 of 19 April 1968, by the deletion of paragraph (a) thereof.

M. VILJOEN,
Minister of Labour.

(4) Die bepalinge van hierdie klousule is nie van toepassing op werknemers wat die werk van 'n wag doen nie: Met dien verstande dat wanneer 'n wag langer werk as 'n skof van 12 uur op 'n keer, of op sewe agtereenvolgende dae werk, tyd wat aldus na die einde van 'n 12-uurskof gewerk word, en alle tyd op die sewende agtereenvolgende dag gewerk, geag word oortyd te wees, waarvoor die wag besoldig moet word teen minstens een en eentiende maal sy normale loontarief, bereken op 'n uurbasis.

KLOUSULE 11.—BETALING VIR WERK OP SEKERE OPENBARE VAKANSIEDAE.

Vervang subklousule (3) deur onderstaande subklousule ten opsigte van werknemers wat werk verrig wat onder tariewe F tot H ingedeel is:—

"(3) Wanneer 'n werknemer op Goeie Vrydag, Hemelvaartsdag, Gelofte-dag, Kersdag of Nuwejaarsdag werk, moet hy minstens die gewone loon vir een skof vir daardie bepaalde dag van die week betaal word, en moet daarbenewens die gewone loon ontvang vir tyd wat werklik gewerk is totdat die skof beëindig is, waarna hy een en een-tiende maal die uurloon moet ontvang vir die tyd gewerk tot die gewone aanvangtyd die volgende dag."

DEEL III.

LOONSKAALTABEL.

Vervang tariewe F tot en met H deur onderstaande tariewe:—

Loonindeling.	Loon per uur. Sent.
Tarief F	26.5
Tarief G	21.5
Tarief H	18.5

Namens die partye op hede die 14de dag van Mei 1968 te Johannesburg onderteken.

J. M. RUSSELL, *Voorsitter.*
C. H. CROMPTON, *Ondervoorsitter.*
W. R. GLASTONBURY, *Hoofsekretaris.*

No. R. 1111.

21 Junie 1968.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.

Ek, Marais Viljoen, Minister van Arbeid—

(a) verklaar hierby kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalinge van die Ooreenkomste en kennisgewings in verband met die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, gepubliseer by Goewermentskennisgewings No. R. 1109 en No. R. 1110 van 21 Junie 1968, 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 bepalinge van genoemde Wet;

(b) stel hierby ingevolge artikel 54 (1) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 28 April 1970 eindig, alle werkgewers wat onderworpe is aan die bepalinge van genoemde Ooreenkomste, vry van die vereistes van artikel 21A van genoemde Wet ten opsigte van werknemers wat ingevolge genoemde Ooreenkomste op siektevergoeding geregtig is; en

(c) wysig hierby kragtens artikel 54 (2) van genoemde Wet en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing, Goewermentskennisgewing No. R. 1589 van 6 Oktober 1967, soos gewysig by Goewermentskennisgewing No. R. 635 van 19 April 1968, deur paragraaf (a) daarvan te skrap.

M. VILJOEN,
Minister van Arbeid.

No. R. 1112. 21 June 1968.

INDUSTRIAL CONCILIATION ACT, 1956.**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY, REPUBLIC OF SOUTH AFRICA.****CANCELLATION OF GOVERNMENT NOTICE.**

I, Marais Viljoen, Minister of Labour, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice No. R. 633 of 19 April 1968, as from the second Monday after the date of publication of this notice.

M. VILJOEN,
Minister of Labour.

No. R. 1112.

21 Junie 1968.

WET OP NYWERHEIDSVERSOENING, 1956.**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.****INTREKKING VAN GOEWERMENTS-KENNISGEWING.**

Ek, Marais Viljoen, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermetskennisgewing No. R. 633 van 19 April 1968 in vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN,
Minister van Arbeid.

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