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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOVERNMENT GAZETTE

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 188

31 Januarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS—SKEMA A

Ek, Stefanus Louwrens Muller, Waarnemende 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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 Nywerhede in die Republiek van Suid-Afrika.

S. L. MULLER, Waarnemende Minister van Arbeid.

32090—A

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 188

31 January 1975

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES, REPUBLIC OF SOUTH AFRICA.—GROUP LIFE AND PROVIDENT FUND AGREEMENT—SCHEME A

I, Stefanus Louwrens Muller, Acting 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 Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(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 (1) and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Republic of South Africa.

S. L. MULLER, Acting Minister of Labour.

4578—1

BYLAE

NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

SKEMA A

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenig, 1956, gesluit deur die

Association of Electrical Cable Manufacturers of South Africa;
Automotive Parts Production Engineers' Association;
Cape Engineers' and Founders' Association;
Constructional Engineering Association;
East London Engineers' and Founders' Employers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Electronics and Telecommunications Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Heavy Engineering Manufacturers' Association;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Engineering Industries Association of South Africa;
Materials Handling and Construction Plant Association of South Africa;
Natal Engineering Industries' Association;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Port Elizabeth Engineers' Association;
Precision Manufacturing Engineers' Association;
Radio Appliance and Television Association of South Africa;
Sheetmetal Industries' Association of South Africa;
S.A. Association of Shipbuilders and Repairers;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Burglar Alarm Systems Association;
S.A. Fasteners Manufacturers' Association;
S.A. Radio and Television Manufacturers' Association;
S.A. Tube Makers' Association;
S.A. Wire and Wire Rope Manufacturers' Association;
S.A. Electro Plating Industries Association;
S.A. Machine Tool Manufacturers' Association;
S.A. Production Founders' Association;
S.A. Reinforced Concrete Engineers' Association;
South African Wrought Non-Ferrous Metal Manufacturers' Association;
South African Industrial Refrigeration and Air Conditioning Contractors' Association;
Transvaal and O.F.S. Foundry Association

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

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Electrical and Allied Trades Union of South Africa;
Engineering Industrial Workers' Union;
Iron Moulders' Society of South Africa;
Radio, Television, Electronic and Allied Workers' Union;
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

(hierna 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. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, mag vasstel en bly van krag vir 'n tydperk van vyf jaar vanaf daardie datum of vir dié tydperk wat die Minister mag bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms oral in die Republiek van Suid-Afrika van toepassing op en moet dit nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op enige werknemer wat op 29 Julie 1957 of daarna 'n deelnemer was aan, of lid geword het van, enige fonds wat voorsiening maak vir voorsorg- en/of pensioenvoordele, wat op genoemde datum

SCHEDULE

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

SCHEME A

AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa;
Automotive Parts Production Engineer's Association;
Cape Engineers' and Founders' Association;
Constructional Engineering Association;
East London Engineers' and Founders' Employers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Electronics and Telecommunications Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Heavy Engineering Manufacturers' Association;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Engineering Industries Association of South Africa;
Materials Handling and Construction Plant Association of South Africa;
Natal Engineering Industries' Association;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Port Elizabeth Engineers' Association;
Precision Manufacturing Engineers' Association;
Radio, Appliance and Television Association of South Africa;
Sheetmetal Industries' Association of South Africa;
S.A. Association of Shipbuilders and Repairers;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Burglar Alarm Systems Association;
S.A. Fasteners Manufacturers' Association;
S.A. Radio and Television Manufacturers' Association;
S.A. Tube Makers' Association;
S.A. Wire and Wire Rope Manufacturers' Association;
S.A. Electro Plating Industries Association;
S.A. Machine Tool Manufacturers' Association;
S.A. Production Founders' Association;
S.A. Reinforced Concrete Engineers' Association;
South African Wrought Non-Ferrous Metal Manufacturers' Association;
South African Industrial Refrigeration and Air Conditioning Contractors' Association;
Transvaal and O.F.S. Foundry Association

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

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Electrical and Allied Trades Union of South Africa;
Engineering Industrial Workers' Union;
Iron Moulders' Society of South Africa;
Radio, Television, Electronic and Allied Workers' Union;
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

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

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

1. PERIOD OF OPERATION OF AGREEMENT

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 Industrial Conciliation Act, 1956, and shall remain in force for a period of five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions respectively.

(2) The terms of this Agreement shall not apply to any employee who was on 29 July 1957, or thereafter becomes a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date

bestaan het en waaraan die werkgewer van daardie werknemer op genoemde datum deelgeneem het, of op die werkgewer van daardie werknemer gedurende slegs die tydperk wat sodanige fonds in werking bly en beide die werkgewer en die werknemer daaraan deelneem: Met dien verstande dat 'n fonds wat uitsluitlik voorsiening maak vir die betaling van voordele by afsterwe, nie gegag word 'n pensioen- of voorsorgfonds vir die toepassing van hierdie Ooreenkoms te wees nie.

(3) Ondanks die bepaling van subklousule (2), is hierdie Ooreenkoms op werkgewers en werknemers van toepassing ten opsigte van enige werknemer wat nie deur 'n fonds soos dié in genoemde subklousule bedoel, gedek word nie of nie meer daardeur gedek word nie.

3. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenig, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysigings van sodanige Wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“vakleerling” ’n werknemer wat diens doen ingevolge ’n skriftelike vakleerlingkontrak wat deur die Raad erken word of ’n vakleerlingkontrak wat ingevolge die Wet op vakleerlinge, 1944, geregistreer is of wat diens doen ooreenkomstig ’n reëling wat getref is voordat hy ’n vakleerling geword het;

“Raad” die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

“werknemer” ’n werknemer wat engeen van die klasse werk verrig wat ingedeel is teen ’n tarief van minstens 66c per uur in enige Ooreenkoms wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van krag is met inbegrip van enige Ooreenkoms wat daarop volg en/of enige verlengings en/of enige wysigings daarvan, en omvat dit ’n vakleerling ongeag sy loonskaal en werknemers wat in diens is in ambagswerkprosesse en ’n loon ontvang van minstens R1,16 per uur of besoldig word teen minstens R52,70 per week of R226,20 per maand, uitgesonderd besoldiging vir oortydwerk;

“bedryfsinrigting” ’n perseel waarin of waarop die Nywerheid, of ’n gedeelte daarvan, soos hierin omskryf, beoefen word;

“Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie daarvan aangestel is;

“Fonds” die Groepslewe- en Voorsorgfonds van die Metaal-nywerheid wat op 28 Augustus 1957 ingestel is;

“Yster-, Staal-, Ingenieurs en Metallurgiese Nywerheid” of “Nywerheid” (behoudens die Afbakeningsvastellings gepubliseer by Goewermentskennisgewings R. 1971 van 30 November 1962, R. 260 van 3 Maart 1967 en R. 2238 van 10 Desember 1971) die nywerhede wat te doen het met die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metale (uitgesonderd edelmetale) en/of legerings uit metaalskuiem en/of afval en/of residu's; die onderhoud, vervaardiging, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd ’n motorvoertuig) of artikel wat hoofsaaklik uit metaal bestaan (uitgesonderd edelmetaal), of dele of samestellende dele daarvan, en boumetaalwerk, met inbegrip van staalwapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metale (uitgesonderd edelmetale) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, bik en/of afklop en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word, en omvat dit ook die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en die Plastieknywerheid, maar nie die Motornywerheid nie;

“Elektrotegniese Ingenieursnywerheid”—

(a) die vervaardiging en/of inmeekaarsit, uit samestellende dele, van -elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligting, verwarming, kookwerk, verkoeler- en koeluitrusting, transformators, oonduitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarby gebruik gemaak word van die beginsels wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat dit ook die vervaardiging van samestellende dele van voornoemde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting genoem in paragraaf (a) hierbo, in die provinsie Transvaal, maar nie ook die Elektrotegniese Aannemingsbedryf nie;

“Elektrotegniese Aannemingsbedryf” die ontwerp, bereiding (uitgesonderd vervaardiging vir verkoop) en oprigting van elektriese installasies wat ’n integrerende en permanente deel van geboue uitmaak en die herstel en/of onderhoud van sodanige installasies met inbegrip van kabellatwerk en die elektrotegniese bedrading wat daarmee in verband staan;

(and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment on death of benefits shall not be deemed to be a pension or provident fund for purposes of this Agreement.

(3) Notwithstanding the provisions of subsection (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that subsection.

3. DEFINITIONS

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

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

“Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries;

“employee” means an employee employed on any of the classes of work scheduled at a rate of not less than 66c per hour in any agreement operative in the Iron, Steel, Engineering and Metallurgical Industries at the date of coming into force of this Agreement including any succeeding agreements and/or any extensions and/or amendments thereof and includes an apprentice irrespective of his wage rate and employees employed in operative processes and receiving a rate of pay not less than R1,16 per hour or paid at a rate of not less than R52,70 per week or R226,20 per month, excluding payment for overtime;

“establishment” means any premises wherein or whereon the Industries, or part thereof, as herein defined, is carried on;

“Executive Committee” means the Executive Committee of the Council appointed in terms of its constitution;

“Fund” means the Metal Industries Group Life and Provident Fund, established on 28 August 1957;

“Iron, Steel, Engineering and Metallurgical Industries” or “Industries” means (subject to the provisions of the Demarcation Determinations published under Government Notices R. 1971 of 30 November 1962, R. 260 of 3 March 1967 and R. 2238 of 10 December 1971) the Industries concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals), and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal), or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals), and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry but does not include the Motor Industry;

“Electrical Engineering Industry” means—

(a) the manufacture and/or assembly from component parts of electrical equipment, namely generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Province of the Transvaal, but does not include the Electrical Contracting Industry;

“Electrical Contracting Industry” means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing and electrical wiring associated therewith;

"Hyser- en Roltrapnywerheid" die vervaardiging en/of inmeekaarsit en/of installering en/of herstel van elektriese hysers en roltrappe;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik uit plastiek, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekplaatmateriaal gemaak word, naamlik kledingstukke, tasse en handsakke, stewels, skoene, oorskoene, oortreksels vir bekleding en hortjieblindings van plastiek;

"plastiek" enigeen van die groep materiale wat 'n organiese stof van groot molekulêre massa as noodsaaklike bestanddeel, bevat of daaruit bestaan en wat, hoewel dit in die afgewerkte stadium solied is, in die een of ander stadium gedurende die vervaardiging daarvan geforseer is of geforseer kan word, d.w.s. gegiet, gekalandeer uitgedruk of in verskillende vorms gegiet is deur middel van vloeiing, gewoonlik deur die toediening, hetsy alleen of gesamentlik, van hitte en druk;

"edelmetale" die edelmetale goud, silwer, platinum en/of palladium en/of enige legering wat genoemde edelmetale of enigeen daarvan in sodanige verhouding tot 'n ander metaal bevat dat dit die grootste gedeelte van die waarde van sodanige legering uitmaak;

"Motornywerheid" die Motornywerheid soos omskryf in die Ooreenkoms wat by Goewermentskennissgewing R. 1055 van 21 Junie 1974 gepubliseer is;

"Streek A" die landdrostrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Kaap), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (Kaap), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad;

"Streek B" die landdrostrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Mark's (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala), en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen;

"Streek C" die provinsie Natal, met inbegrip van die landdrostrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 2778, Durban;

"Streek D" die landdrostrikte Aberdeen, Adelaide, Albany, Alexandra, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (Kaap), Murraysburg, Noupport, Oudtshoorn, Pearson, Port Elizabeth, Richmond (Kaap), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, en omvat dit die landdrostrikte Parys en Sasolburg, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg;

"Streek F" die provinsie Oranje-Vrystaat, met uitsondering van die landdrostrikte Parys en Sasolburg, en omvat dit die landdrostrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad in die provinsie Transvaal en die landdrostrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Potmasburg, Philipstown, Prieska, Taung, Vryburg en Warrenton in die Kaapprovinsie, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom.

"Lift and Escalator Industry" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

"Plastics Industry" means the manufacture of articles or parts of articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, viz. wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic Venetian blinds;

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application singly or together of heat and pressure;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metals to be the greater part in value of such alloy;

"Motor Industry" means the Motor Industry as defined in the Agreement published under Government Notice R. 1055 of 21 June 1974;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Cape), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (Cape), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Cape Town;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St Mark's (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala), and for the purpose of these particular areas, the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London;

"Region C" means the Province of Natal, including the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 2778, Durban;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (Cape), Murraysburg, Noupport, Oudtshoorn, Pearson, Port Elizabeth, Richmond (Cape), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and includes the Magisterial Districts of Parys and Sasolburg, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg and Warrenton in the Cape Province, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom;

4. LIDMAATSKAP

Ingelyste werknemers en nie-ingelyste werknemers ten opsigte van wie die werkgewers bydraes betaal, is lede van die Fonds. Vir die toepassing van hierdie klousule en van klousule 5 van hierdie Ooreenkoms beteken—

“ingelyste werknemer” ’n werknemer soos omskryf in klousule 3 van hierdie Ooreenkoms en beteken “nie-ingelyste werknemer”, behoudens die voorbehoudsbepaling vervat in klousule 5 (3), enige ander werknemer in die diens van die werkgewer.

5. BYDRAES

(1) Die werkgewers moet met ingang van die datum waarop hierdie Ooreenkoms in werking tree, soos volg tot die Fonds bydrae.

(2) Vir elke werknemer moet die werkgewer ’n bedrag van R1,20 bydra ten opsigte van elke week waarin die werknemer meer as twee skofte gedurende sodanige week gewerk het: Met dien verstande dat werkdag waarop ’n werknemer vakansie met betaling het of militêre opleiding ondergaan of van sy werk afwesig is weens siekte, ’n besering op diens of op ’n openbare vakansiedag met betaling of met die toestemming van die werkgewer, vir die toepassing van hierdie klousule as skofte gewerk getel moet word.

(3) Bydraes wat bereken is ooreenkomstig subklousule (2), kan na goedvinde van die werkgewer betaal word ten opsigte van nie-ingelyste werknemers: Met dien verstande dat sodanige werknemers ’n uurloon van minstens 66c ontvang of ’n besoldiging wat, uitgesonderd oortydbesoldiging, gelyk is aan minstens 66c per uur.

(4) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die maand wat onmiddellik daarop volg, soos volg aan die Raad gestuur word:

Elke werkgewer in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad; elke werkgewer in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen; elke werkgewer in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 2778, Durban;

elke werkgewer in Streek D, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth;

elke werkgewer in Streek E, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg;

elke werkgewer in Streek F, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaat en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, O.V.S.;

tesame met ’n staat in dié vorm wat die Raad van tyd tot tyd mak voorskryf.

Vir die toepassing van hierdie klousule beteken—

“skof” daardie werktydperk wat gewoonlik deur ’n werknemer in enige tydperk van 24 uur gewerk word;

“militêre opleiding” die ononderbroke opleiding wat ’n werknemer ingevolge artikel 21 (1), gelees met subartikel (1) en (2) van artikel 22 van die Verdedigingswet, 1957, moet ondergaan maar nie ook enige opleiding wat hy kragtens artikel 23 van genoemde Wet verkies om te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkies om te ondergaan nie.

(5) Alle bydraes wat deur die Raad ontvang word, moet aan die Fonds betaal word.

(6) Indien enige bedrag wat ingevolge hierdie klousule verskuldig is, nog nie deur die Raad ontvang is teen die 15de dag van die maand wat volg op die maand waarvoor dit betaalbaar is nie, moet die werkgewer rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald oorbly, bereken teen 1 persent per maand of deel daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang is: Met dien verstande dat die Raad na sy eie absolute goedvinde die reg het om betaling van sodanige rente of ’n deel daarvan kwyt te skeld.

6. ADMINISTRASIE

(1) Die Fonds moet ooreenkomstig die Reëls van die Fonds geadminestreer word. Sodanige reëls mag nie met hierdie Ooreenkoms of met die Wet op Nywerheidsversoening, 1956, onbestaanbaar wees nie, en ’n kopie van die Reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms, moet die Bestuursraad wat ooreenkomstig die konstitusie

4. MEMBERSHIP

Scheduled employees and unscheduled employees for whom employers make contributions shall be members of the Fund.

For the purposes of this section and of section 5 of this Agreement—

“scheduled employee” means an employee as defined in section 3 of this Agreement, and “unscheduled employee” means, subject to the proviso in section 5 (3), any other employee in the employ of the employer.

5. CONTRIBUTIONS

(1) Contributions shall be made by the employers as from the date of coming into operation of this Agreement as prescribed hereunder.

(2) For each employee the employer shall contribute an amount of R1,20 for each week in which the employee works more than two shifts during such week: Provided that working days on which an employee is on paid holiday or undergoing military training or is absent from work on account of sickness or an injury on duty or on a paid public holiday or with the permission of the employer shall count as shifts worked for purposes of this section.

(3) Contributions calculated in accordance with the provisions of subsection (2) may be made at the discretion of the employer for unscheduled employees: Provided that such employees are receiving an hourly wage of not less than 66c per hour or remuneration which, excluding overtime, is the equivalent of not less than 66c per hour.

(4) The amount payable in each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following as follows:

Every employer in Region A, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Cape Town; every employer in Region B, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London;

every member in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 2778, Durban;

every employer in Region D, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth;

every employer in Region E, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg;

every employer in Region F, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, O.F.S.;

together with a statement in such form as may from time to time be prescribed by the Council.

For purposes of this section—

“shift” means that period of work ordinarily worked by an employee in any period of 24 hours;

“military training” means continuous training which an employee is required to undergo in terms of section 21 (1), read with subsections (1) and (2) of section 22 of the Defence Act, 1957, but does not include any training he may elect to undergo in terms of section 23 of the said Act or any other training or service for which he volunteers or which he elects to undergo.

(5) All contributions received by the Council shall be paid to the Fund.

(6) Should any amount due in terms of this section not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the appropriate Regional Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

6. ADMINISTRATION

(1) The Fund shall be administered in accordance with the Rules of the Fund. Such Rules shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, and a copy of the Rules and amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the

van die Fonds aangestel is, die funksies van die Raad oorneem vir sover dit hierdie Ooreenkoms betref. Indien die Bestuursraad om enige rede onwillig is om sodanige pligte uit te voer of nie daartoe in staat is nie, kan die Nywerheidsregistrator trustees aanstel om die funksies van die Raad uit te voer. Die Bestuursraad of die trustees aldus aangestel, het vir die toepassing van hierdie Ooreenkoms al die bevoegdhede van die Raad. Enige bedrag (indien daar is) wat vir die dienste van die trustees betaal moet word, moet deur die Fonds gedra word.

7. AGENTE

'n Agent van die Raad is daarop geregtig om 'n bedryfsinrigting te betree en mag die werkgewer of enige werknemer ondervra, die registers nagaan en enige navraag doen met die doel om vas te stel of hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS

(1) Die Raad of die Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Daar moet by die Sekretaris van die Raad, Posbus 9381, Johannesburg, aansoek om vrystelling gedoen word.

(3) Die Raad of die Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes bepaal waarop vrystelling verleen word en kan as hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingstifikaat intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in die vorm soos voorgeskryf in die regulasies wat kragtens die Wet opgestel is en in beide amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 19de dag van September 1974 onderteken.

T. P. MURRAY, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Hoofsekretaris.

No. R. 189 31 Januarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—GROEPSLEWE- EN VOORSORGFONDS-OOREENKOMS—SKEMA B

Ek, Stefanus Louwrens Muller, Waarnemende 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, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat vyf jaar vanaf genoemde Maandag 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 Nywerhede in die Republiek van Suid-Afrika.

S. L. MULLER, Waarnemende Minister van Arbeid.

Constitution of the Fund shall take over the functions of the Council in respect of this Agreement, and if for any reason the Board of Management should be unable or unwilling to perform such duties, the Industrial Registrar may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. EXEMPTIONS

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 9381, Johannesburg.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

9. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Republic.

Signed on behalf of the parties this 19th day of September 1974.

T. P. MURRAY, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

No. R. 189 31 January 1975

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES, REPUBLIC OF SOUTH AFRICA.—GROUP LIFE AND PROVIDENT FUND AGREEMENT—SCHEME B

I, Stefanus Louwrens Muller, Acting 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 Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(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 (1) and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending five years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Republic of South Africa.

S. L. MULLER, Acting Minister of Labour.

BYLAE

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

SKEMA B

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur die

Association of Electrical Cable Manufacturers of South Africa;
Automotive Parts Production Engineers' Association;
Cape Engineers' and Founders' Association;
Constructional Engineering Association;
East London Engineers' and Founders' Employers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Electronics and Telecommunications Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Heavy Engineering Manufacturers' Association;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Engineering Industries Association of South Africa;
Materials Handling and Construction Plant Association of South Africa;
Natal Engineering Industries' Association;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Port Elizabeth Engineers' Association;
Precision Manufacturing Engineers' Association;
Radio Appliance and Television Association of South Africa;
Sheetmetal Industries' Association of South Africa;
S.A. Association of Shipbuilders and Repairers;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Burglar Alarm Systems Association;
S.A. Fasteners Manufacturers' Association;
S.A. Radio and Television Manufacturers' Association;
S.A. Tube Makers' Association;
S.A. Wire and Wire Rope Manufacturers' Association;
S.A. Electro Plating Industries Association;
S.A. Machine Tool Manufacturers' Association;
S.A. Production Founders' Association;
S.A. Reinforced Concrete Engineers' Association;
South African Wrought Non-Ferrous Metal Manufacturers' Association;
South African Industrial Refrigeration and Air Conditioning Contractors' Association;
Transvaal and O.F.S. Foundry Association;

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

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Electrical and Allied Trades Union of South Africa;
Engineering Industrial Workers' Union;
Iron Moulders' Society of South Africa;
Radio, Television, Electronic and Allied Workers' Union;
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

(hierna 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. GELDIGHEIDSDUUR VAN OOREENKOMS

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

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalinge in hierdie klousule, is hierdie Ooreenkoms oral in die Republiek van Suid-Afrika van toepassing op en moet dit nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

SCHEDULE

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

SCHEME B

AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa;
Automotive Parts Production Engineers' Association;
Cape Engineers' and Founders' Association;
Constructional Engineering Association;
East London Engineers' and Founders' Employers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Electronics and Telecommunications Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Heavy Engineering Manufacturers' Association;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Engineering Industries Association of South Africa;
Materials Handling and Construction Plant Association of South Africa;
Natal Engineering Industries' Association;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Port Elizabeth Engineers' Association;
Precision Manufacturing Engineers' Association;
Radio Appliance and Television Association of South Africa;
Sheetmetal Industries' Association of South Africa;
S.A. Association of Shipbuilders and Repairers;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Burglar Alarm Systems Association;
S.A. Fasteners Manufacturers' Association;
S.A. Radio and Television Manufacturers' Association;
S.A. Tube Makers' Association;
S.A. Wire and Wire Rope Manufacturers' Association;
S.A. Electro Plating Industries Association;
S.A. Machine Tool Manufacturers' Association;
S.A. Production Founders' Association;
S.A. Reinforced Concrete Engineers' Association;
South African Wrought Non-Ferrous Metal Manufacturers' Association;
South African Industrial Refrigeration and Air Conditioning Contractors' Association;
Transvaal and O.F.S. Foundry Association

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

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Electrical and Allied Trades Union of South Africa;
Engineering Industrial Workers' Union;
Iron Moulders' Society of South Africa;
Radio, Television, Electronic and Allied Workers' Union;
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

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

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

1. PERIOD OF OPERATION OF AGREEMENT

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 Industrial Conciliation Act, 1956, and shall remain in force for a period of five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Republic of South Africa by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions respectively.

(2) Hierdie Ooreenkoms is nie van toepassing nie op—

(a) die ondernemings binne die Nywerhede van die S.A. Yster en Staal Industriële Korporasie Beperk, en van African Metals Corporation Limited;

(b) enige werkgever wat saam met sy werknemers deelneem aan 'n fonds (uitgesonderd die Groepslewe- en Voorsorgsfonds van die Metaalnywerheid) waarin voorsiening vir voorsorgs- of pensioenvoordele gemaak word en wat op 29 Julie 1957 reeds bestaan het ten opsigte van sy werknemers wat deelneem aan en lede is van sodanige fonds en solank sodanige fonds in werking bly en beide die werkgever en die werknemers daaraan deelneem.

(3) Ondanks subklousule (2) en afgesien daarvan of die werknemers versoek het om van die Ooreenkoms uitgesluit te word, is die Ooreenkoms op die werkgevers en werknemers wat in paragraaf (b) van daardie subklousule bedoel word, van toepassing in alle gevalle waar die versoek gesteun word deur minder as 75 persent van die werknemers wat deur hierdie Ooreenkoms gedek word, en op die werkgevers en werknemers ten opsigte van 'n werknemer wat nie deur 'n fonds soos in subklousule (2) (b) bedoel gedek word nie of ophou om aldus gedek te word.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 1956, omskryf word, het die selfde betekenis as in daardie Wet, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

“vakleerling” 'n werknemer wat diens doen ingevolge 'n skriflike vakleerlingkontrak wat deur die Raad erken word of 'n vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is of wat diens doen ooreenkomstig 'n reëling wat getref is voordat hy 'n vakleerling geword het;

“Raad” die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

“werknemer” 'n werknemer wat enigeen van die klasse werk verrig wat ingedeel is teen 'n tarief van minstens 66c per uur in enige ooreenkoms wat op die datum van inwerkingtreding van hierdie Ooreenkoms in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid van krag is met inbegrip van enige ooreenkoms wat daarop volg en/of enige verlengings en/of wysigings daarvan, en omvat dit werknemers wat in diens is in ambagsverkoopprosesse en 'n loon ontvang van minstens R1,16 per uur of besoldig word teen minstens R52,70 per week of R226,20 per maand, uitgesonderd besoldiging vir oortydwerk, en omvat dit voorts 'n vakleerling wat sy vierde of vyfde jaar vakleerlingskap uittien in die mate soos in klousule 5 (2) uiteengesit;

“bedryfsinrigting” 'n perseel waarin of waarop die Nywerheid, of 'n gedeelte daarvan, soos hierin omskryf, beoefen word;

“Uitvoerende Komitee” die Uitvoerende Komitee van die Raad wat ooreenkomstig die konstitusie daarvan aangestel is;

“Fonds” die Groepslewe- en Voorsorgsfonds van die Metaalnywerheid wat op 28 Augustus 1957 ingestel is;

“Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid” of “Nywerheid” (behoudens die Afbakeningsvaststellings gepubliseer by Goewernementskennisgewings R. 1971 van 30 November 1962, R. 260 van 3 Maart 1967 en R. 2238 van 10 Desember 1971) die nywerhede wat te doen het met die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metale (uitgesonderd edelmetale) en/of legerings uit metaalskuiem en/of afval en/of residu's; die onderhoud, vervaardiging, oprigting of montering, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal bestaan (uitgesonderd edelmetaal), of dele of samestellende dele daarvan, en boumetaalwerk, met inbegrip van staalwapeningswerk; die vervaardiging van metaalgoedere hoofsaaklik uit sodanige yster en/of staal en/of ander metale (uitgesonderd edelmetale) en/of legerings en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote en/of skepe, met inbegrip van die afskraap, bik en/of afklop en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word, en omvat dit ook die Elektrotegniese Ingenieursnywerheid, Hyser- en Roltrapnywerheid en die Plastieknywerheid, maar nie die Motornywerheid nie;

“Elektrotegniese Ingenieursnywerheid”—

(a) die vervaardiging en/of inmeekaarsit, uit samestellende dele, van elektriese uitrusting, naamlik generators, motore, konvertors, skakel- en kontrole-uitrusting (met inbegrip van relés, kontaktors, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese verligting, verwarming, kookwerk, verkoeler- en koeluitrusting, transformators, oond-uitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting waarin gebruik gemaak word van die beginsels

(2) The terms of this Agreement shall not apply to—

(a) the undertakings within the Industries of the S.A. Iron and Steel Industrial Corporation, Limited, and of African Metals Corporation, Limited;

(b) any employer who is a participant with his employees in a fund (other than the Metal Industries Group Life and Provident Fund) providing provident or pension benefits which was in existence on 29 July 1957 in respect of his employees who are participants in and members of such fund and during such period as that fund continues to operate and both the employer and employees are participants therein.

(3) Notwithstanding the provisions of subsection (2), the terms of the Agreement shall apply to employers and employees referred to in paragraph (b) of that subsection, irrespective of any petition by the employees to be excluded from the Agreement in any case where the petition has the support of less than 75 per cent of the employees covered by this Agreement and to the employers and employees in respect of any employee who is not covered by, or ceases to be covered by a fund referred to in subsection (2) (b).

3. DEFINITIONS

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

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

“Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries;

“employee” means an employee employed on any classes of work scheduled at a rate of not less than 66c per hour in an agreement operative in the Iron, Steel, Engineering and Metallurgical Industries at the date of coming into force of this Agreement including any succeeding agreements and/or any extensions and/or amendments thereof and includes employees employed in operative processes and receiving a rate of pay not less than R1,16 per hour or paid at a rate of not less than R52,70 per week or R226,20 per month, excluding payment for overtime, and further includes an apprentice serving his fourth and fifth year of apprenticeship to the extent set out in section 5 (2);

“establishment” means any premises wherein or whereon the Industries, or part thereof, as herein defined, is carried on;

“Executive Committee” means the Executive Committee of the Council appointed in terms of its constitution;

“Fund” means the Metal Industries Group Life and Provident Fund established on 28 August 1957;

“Iron, Steel, Engineering and Metallurgical Industries” or “Industries” means (subject to the provisions of the Demarcation Determinations published under Government Notices R. 1971 of 30 November 1962, R. 260 of 3 March 1967 and R. 2238 of 10 December 1971) the industries concerned with the production of iron and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals), and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than a precious metal), or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other metals (other than precious metals), and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships, including the scraping, chipping and/or sanding and/or painting of the hulls of boats and/or ships and general woodworking undertaken in connection with ship repairs, and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry but does not include the Motor Industry;

“Electrical Engineering Industry” means—

(a) the manufacture and/or assembly from components parts of electrical equipment, namely, generators, motors, converters, switch and control gear (including relays, contactors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the

wat gevolg word in verband met die bediening van radio- en elektroniese uitrusting, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat dit ook die vervaardiging van samestellende dele van voornoemde uitrusting;

(b) die installering, onderhoud en herstel van die uitrusting genoem in paragraaf (a) hierbo, in die provinsie Transvaal, maar nie ook die Elektrotegniese Aannemingsbedryf nie;

"Elektrotegniese Aannemingsbedryf" die ontwerp, bereiding (uitgesonderd vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak en die herstel en/of onderhoud van sodanige installasies, met inbegrip van kabellawerk en die elektrotegniese bedrading wat daarmee in verband staan;

"Hysen- en Roltrapnywerheid" die vervaardiging en/of inmeekaarsit en/of installering en/of herstel van elektriese hysers en roltrappe;

"Plastieknywerheid" die vervaardiging van artikels of gedeeltes van artikels geheel en al of hoofsaaklik uit plastiek, maar uitgesonderd die vervaardiging van die volgende artikels wat van plastiekplaatmateriaal gemaak word, naamlik kledingstukke, tasse en handsakke, stewels, skoene, oorskoene, oortreksels vir bekleedsele en hortjieblindings van plastiek;

"plastiek" enigeen van die groep materiale wat 'n organiese stof van groot molekulêre massa as noodsaaklike bestanddeel bevat of daaruit bestaan en wat, hoewel dit in die afgewerkte stadium solied is, in die een of ander stadium gedurende die vervaardiging daarvan geforseer is of geforseer kan word, d.w.s. gegiet, gekalandeer, uitgedruk of in verskillende vorms gegiet is deur middel van vloeiing, gewoonlik deur die toediening, heitsy alleen of gesamentlik, van hitte en druk;

"edelmetale" die edelmetale, goud, silwer, platinum en/of palladium en/of enige legering wat genoemde edelmetale of enigeen daarvan in sodanige verhouding tot 'n ander metaal bevat dat dit die grootste gedeelte van die waarde van sodanige legering uitmaak;

"Motornywerheid" die Motornywerheid soos omskryf in die Ooreenkoms wat by Goewermentskennissgewing R. 1055 van 21 Junie 1974 gepubliseer is;

"Streek A" die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Kaap), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (Kaap), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namakwaland, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad;

"Streek B" die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Mark's (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala), en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen;

"Streek C" die provinsie Natal, met inbegrip van die landdrostdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natalse Streekraad), Posbus 2778, Durban;

"Streek D" die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Humansdorp, Hofmeyr, Jansenville, Joubertina, Kirkwood, Middelburg (Kaap), Murraysburg, Noupoot, Oudtshoorn, Pearson, Port Elizabeth, Richmond (Kaap), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad, Posbus 3127, Port Elizabeth);

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, en omvat dit die landdrostdistrikte Parys en

principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the aforementioned equipment;

(b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Province of the Transvaal, but does not include the Electrical Contracting Industry;

"Electrical Contracting Industry" means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing and electrical wiring associated therewith;

"Lift and Escalator Industry" means the manufacture and/or assembly and/or installation and/or repair of electrical lifts and escalators;

"Plastics Industry" means the manufacture of articles or parts of articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, viz., wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic Venetian blinds;

"plastics" means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular mass and which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application singly or together of heat and pressure;

"precious metals" means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metals to be the greater part in value of such alloy;

"Motor Industry" means the Motor Industry as defined in the Agreement published under Government Notice R. 1055 of 21 June 1974;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (Cape), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (Cape), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Cape Town;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St Mark's (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middeldrift, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngqamakwe, Port St Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala), and for the purpose of these particular areas, the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London;

"Region C" means the Province of Natal, including the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 2778, Durban;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (Cape), Murraysburg, Noupoot, Oudtshoorn, Pearson, Port Elizabeth, Richmond (Cape), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, and includes the Magisterial Districts of Parys and Sasolburg, and for the purpose

Sasolburg, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg;

"Streek F" die provinsie die Oranje-Vrystaat, met uitsondering van die landdrosdistrikte Parys en Sasolburg, en omvat dit die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad in die provinsie Transvaal en die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg en Warrenton in die Kaapprovinsie, en vir die doeleindes van hierdie bepaalde gebiede is die Raad se adres: Die Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom.

4. LIDMAATSKAP

Ingelyste en nie-ingelyste werknemers van wie se loon bedrae afgetrek word, is lede van Skema B van die Fonds.

Vir die toepassing van hierdie klousule en klousule 5 van hierdie Ooreenkoms beteken—

"ingelyste werknemer" 'n werknemer soos omskryf in klousule 3 van hierdie Ooreenkoms, en beteken "nie-ingelyste werknemer", behoudens die voorbehoudsbepaling vervat in klousule 5 (3), enige ander werknemer wat by die werkgever in diens is, uitgesonderd 'n vakleerling.

5. BYDRAES

(1) Bydraes moet deur die werknemers wat deur hierdie Ooreenkoms gedek word, soos volg betaal word.

(2) Elke werkgever moet elke week van die loon van elkeen van sy werknemers, met inbegrip van vakleerlinge in hul vyfde jaar vakleerlingskap, 'n bedrag van 90c, en van die loon van elke vakleerling wat sy vierde jaar vakleerlingskap uitdien, 'n bedrag van 15c aftrek: Met dien verstande dat geen bedrag van die loon van 'n werknemer (met inbegrip van 'n vakleerling in sy vierde of vyfde jaar vakleerlingskap) afgetrek mag word as hy nie meer as drie (3) skofte gedurende sodanige week gewerk het nie: Voorts met dien verstande dat bydraes betaalbaar is ten opsigte van afwesigheid gedurende verlof met betaling.

(3) Bydraes ooreenkomstig subklousule (2) kan op die skrifte-like versoek van nie-ingelyste werknemers van hul lone afgetrek word: Met dien verstande dat die werkgevers van sodanige werknemers daarmee instem om die aftrekkings te maak: Voorts met dien verstande dat sodanige werknemers 'n loon van minstens 66c per uur of besoldiging ontvang wat, uitgesonderd oortyd-besoldiging, gelyk is aan minstens 66c per uur.

(4) Die bedrag wat elke maand ingevolge hierdie klousule betaalbaar is, moet voor of op die 15de dag van die daaropvolgende maand soos volg aan die Raad gestuur word:

Elke werkgever in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Kaapstad;

elke werkgever in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen;

elke werkgever in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 2778, Durban;

elke werkgever in Streek D, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth;

elke werkgever in Streek E, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg;

elke werkgever in Streek F, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, O.V.S.;

tesame met 'n staat in dié vorm wat die Raad van tyd tot tyd mag voorskryf.

Vir die toepassing van hierdie klousule beteken—

"skof" daardie werktydperk wat gewoonlik deur 'n werknemer in enige tydperk van 24 uur gewerk word.

(5) Alle bydraes wat die Raad ontvang, moet aan die Fonds betaal word.

of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Taung, Vryburg and Warrenton in the Cape Province, and for the purpose of these particular areas the address of the Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom.

4. MEMBERSHIP

Scheduled employees and unscheduled employees from whom deductions are made shall be members of Scheme B of the Fund.

For purposes of this section and of section 5 of this Agreement—

"scheduled employee" means an employee as defined in section 3 of this Agreement and "unscheduled employee" means, subject to the proviso in section 5 (3), any other employee in the employ of the employer other than an apprentice.

5. CONTRIBUTIONS

(1) Contributions shall be paid by employees covered by this Agreement as prescribed hereunder.

(2) Each employer shall each week deduct from the wages of each of his employees, including apprentices in their fifth year of apprenticeship, an amount of 90c and from the wages of each apprentice serving his fourth year of apprenticeship an amount of 15c: Provided that no deductions shall be made from the wages of an employee (including an apprentice in his fourth or fifth year of apprenticeship) who has not worked for more than three (3) shifts during such week: Provided further that contributions shall be payable in respect of absence on paid holiday.

(3) Contributions in accordance with subsection (2) may be deducted from the wages of unscheduled employees at their written request: Provided that the employers of such employees are agreeable to making the deductions: Provided further that such employees are receiving a wage of not less than 66c per hour or remuneration which, excluding overtime, is the equivalent of not less than 66c per hour.

(4) The amount payable in each month in terms of this section shall be forwarded to the Council by not later than the 15th day of the month immediately following as follows:

Every employer in Region A, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Cape Town;

every employer in Region B, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 27, East London;

every member in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 2778, Durban;

every employer in Region D to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midland Regional Council), P.O. Box 3127, Port Elizabeth;

every employer in Region E, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg;

every employer in Region F, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, O.F.S.;

together with a statement in such form as may from time to time be prescribed by the Council.

For purposes of this section—

"shift" means that period of work ordinarily worked by an employee in any period of 24 hours.

(5) All contributions received by the Council shall be paid to the Fund.

(6) Indien enige bedrag wat ingevolge hierdie klousule verksuldig is, nog nie deur die Raad ontvang is teen die 15de dag van die maand wat volg op die maand waarvoor dit betaalbaar is nie, moet die werkgewer rente betaal op sodanige bedrag of kleiner bedrag as wat onbetaald oorbly bereken teen 1 persent per maand of deel daarvan vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang is: Met dien verstande dat die Raad na eie absolute goedvinde die reg het om betaling van sodanige rente of 'n deel daarvan, kwyt te skeld.

6. ADMINISTRASIE

(1) Die Fonds moet ooreenkomstig die Reëls van die Fonds geadministreer word. Sodanige Reëls mag nie met hierdie Ooreenkoms of met die Wet op Nywerheidsversoening, 1956, onbestaanbaar wees nie en 'n kopie van die Reëls en van alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende die geldigheidstermyn van hierdie Ooreenkoms, moet die Bestuursraad wat ooreenkomstig die konstitusie van die Fonds aangestel is, die funksies van die Raad oorneem vir sover dit hierdie Ooreenkoms betref. Indien die Bestuursraad om enige rede onwillig is om sodanige pligte uit te voer of nie daartoe in staat is nie, kan die Nywerheidsregistrator trustees aanstel om die funksies van die Raad uit te voer. Die Bestuursraad of die trustees aldus aangestel, het vir die toepassing van hierdie Ooreenkoms al die bevoegdhede van die Raad. Enige bedrag (indien daar is) wat vir die dienste van die trustees betaal moet word, moet deur die Fonds gedra word.

7. AGENTE

'n Agent van die Raad is daarop geregtig om 'n bedryfsinrigting te betree en mag die werkgewer of enige werknemer ondervra; die registers nagaan en enige navraag doen met die doel om vas te stel of hierdie Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS

(1) Die Raad of die Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Daar moet by die Sekretaris van die Raad, Posbus 9381, Johannesburg, aansoek om vrystelling gedoen word.

(3) Die Raad of die Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes bepaal waarop vrystelling verleen word en kan, as hy dit dienstig ag, na een week skriftelik kennisgewing aan die betrokke persoon, 'n vrystellingstifikaat intrek afgesien daarvan of die tydperk waarvoor dit verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in die vorm soos voorgeskryf in die regulasies wat kragtens die Wet opgestel is en in beide amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 19de dag van September 1974 onderteken.

T. P. MURRAY, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Hoofsekretaris.

(6) Should any amount due in terms of this section not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid calculated at the rate of 1 per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the appropriate Regional Council: Provided that the Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

6. ADMINISTRATION

(1) The Fund shall be administered in accordance with the Rules of the Fund. Such Rules shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act, 1956, and a copy of the Rules and amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of this Agreement, and if for any reason the Board of Management should be unable or unwilling to perform such duties the Industrial Registrar may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purposes of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS

An agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. EXEMPTIONS

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 9381, Johannesburg.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which exemption shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

9. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Republic.

Signed on behalf of the parties on this the 19th day of September 1974.

T. P. MURRAY, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

No. R. 190

31 Januarie 1975

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—INTREKKING VAN GOEWERMENSKENNISGEWINGS

Ek, Stefanus Louwrens Muller, Waarnemende Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermenskennisgewings R. 786 van 22 Mei 1970, R. 1439, R. 1440 en R. 1475 van 4 September 1970, R. 54 en R. 58 van 14 Januarie 1972, R. 438 en R. 439 van 23 Maart 1973 en R. 290 en R. 291 van 1 Maart 1974, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

S. L. MULLER, Waarnemende Minister van Arbeid.

No. R. 190

31 January 1975

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—CANCELLATION OF GOVERNMENT NOTICES

I, Stefanus Louwrens Muller, Acting Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notices R. 786 of 22 May 1970, R. 1439, R. 1440 and R. 1475 of 4 September 1970, R. 54 and R. 58 of 14 January 1972, R. 438 and R. 439 of 23 March 1973 and R. 290 and R. 291 of 1 March 1974, with effect from the second Monday after the date of publication of this notice.

S. L. MULLER, Acting Minister of Labour.

INHOUD

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