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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1316 23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—GROUP PENSION FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 30 June 1983, 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;

(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 1 July 1978 and for the period ending 30 June 1983, 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, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from 1 July 1978 and for the period ending 30 June 1983 the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1) and 7, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries 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.

S. P. BOTHA, Minister of Labour.

73133—A

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1316 23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID. — GROEPSPENSIOENFONDS-OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1983 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;

(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 1 Julie 1978 en vir die tydperk wat op 30 Junie 1983 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 Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1) en 7, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1983 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigiens van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

6083—1

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 by and between the

Association of Electric 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. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Machine Tool Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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 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, excluding the port and settlement of Walvis Bay, 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 an employer and his employee who are governed by and fall within the scope of application of the Metal Industries Group Life and Provident Fund Agreement in force for the time being.

(3) The terms of this Agreement shall, subject to the written authority of the Council, not apply to any employee who was on 7 February 1966, or thereafter becomes, a participant in and member of any pension/provident scheme registered in terms

BYLAE

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

OOREENKOMS

ingevoel die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Association of Electric 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. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Machine Tool Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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, vasstel, en bly van krag vir 'n tydperk van vyf jaar, of vir dié tydperk wat die Minister bepaal.

2. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, van toepassing 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 'n werk-gewer en sy werknemer wat beheer word deur of binne die toepassingsbestek val van die Groepslewe- en Voorsorgfondsooreenkoms vir die Metaalnywerheid, wat vir die huidige van krag is.

(3) Hierdie Ooreenkoms is, behoudens die skriftelike magtiging van die Raad, nie van toepassing nie op 'n werknemer wat op 7 Februarie 1966 of daarna 'n deelnemer was in of lid geword het van enige pensioen-/voorsorgskema geregistreer kragtens die

of the Pension Funds Act, 1956 (Act 24 of 1956) (hereinafter referred to as "domestic scheme"), which was in existence on the said date, or to the employer of that employee during such period only as such domestic scheme continues to operate and both employer and employee are participants therein: Provided—

(i) that the employer of the employee was on 7 February 1966 a participant in such scheme;

(ii) that on 7 February 1966 such domestic scheme provided for membership of employees of the class falling within the scope of this Agreement;

(iii) that the benefits payable by such domestic scheme are regarded by the Council as being not less favourable than the benefits under the Metal Industries Group Pension Fund;

(iv) that with effect from the date of coming into operation of this Agreement the contributions payable to such domestic scheme by the employee and by the employer shall in each case be not less than five per cent of the pensionable remuneration of such employee.

(4) Where employers and employees participate in domestic schemes providing provident and/or pension benefits, as referred to in subsection (3) above, which at the date of coming into operation of this Agreement do not comply with subsection (3) (iv) above, a period of six weeks shall be allowed to enable compliance with the said subsection, subject to any amendments being retro-active to the date of coming into operation of this Agreement.

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—

"agreement" means an agreement as defined in the Industrial Conciliation Act, 1956, operative in the Iron, Steel, Engineering and Metallurgical Industries and shall include any succeeding agreements and/or any extensions and/or amendments thereof;

"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 Industry;

"employee" means an employee, other than an apprentice, whose minimum rate of pay is scheduled in any agreement as above defined in the Iron, Steel, Engineering and Metallurgical Industries;

"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 Pension Fund;

"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 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 scrapping, 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, refrigerating 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;

Wet op Pensioenfondse, 1956 (Wet 24 van 1956) (hierna die "huishoudelike skema" genoem), wat op genoemde datum bestaan het, of op die werkgewer van daardie werknemer, net gedurende die tydperk wat sodanige huishoudelike skema in werking bly en beide die werkgewer en die werknemer daarin deelneem: Met dien verstande—

(i) dat die werkgewer van die werknemer op 7 Februarie 1966 'n deelnemer in sodanige skema was;

(ii) dat op 7 Februarie 1966 sodanige huishoudelike skema voorsiening gemaak het vir lidmaatskap van die werknemers van die klas wat binne die bestek van hierdie Ooreenkoms val;

(iii) dat die Raad die voordele wat deur sodanige huishoudelike skema betaalbaar is, nie beskou as minder gunstig as die voordele onder die Groeppensioenfonds vir die Metaal-nywerheid nie;

(iv) dat met ingang van die datum van die inwerkingtreding van hierdie Ooreenkoms, die bydraes wat aan sodanige huishoudelike skema deur die werknemer en deur die werkgewer betaalbaar is, in die geval van elkeen minstens vyf persent van die pensioengewende besoldiging van sodanige werknemer mag wees.

(4) Waar werkgewers en werknemers deelneem in huishoudelike skemas wat voorsorg- en of pensioenvoordele verskaf soos in subklousule (3) hierbo bedoel, en hulle op die datum van die inwerkingtreding van hierdie Ooreenkoms nie aan die vereistes van subklousule (3) (iv) hierbo voldoen nie, moet 'n tydperk van ses weke ter nakoming van genoemde subklousule toegestaan word, onderworpe daaraan dat enige wysigings tot op die datum van die inwerkingtreding van hierdie Ooreenkoms terugwerkend is.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoenings, 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 samehang, beteken—

"ooreenkoms" 'n ooreenkoms soos omskryf in die Wet op Nywerheidsversoenings, 1956, in werking in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid en omvat dit enige daaropvolgende ooreenkomste en/of uitbreidings en/of wysigings daarvan;

"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, uitgesonderd 'n vakleerling, wie se minimum loon gelys is in enige ooreenkoms wat hierbo vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid omskryf word;

"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 Groeppensioenfonds vir die Metaalnywerheid;

"Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid" of "Nywerheid" (behoudens die Afbakeningsvasstellings gepubliseer by Goewermentskennisgewings R. 1971 van 30 November 1962, R. 260 van 3 Maart 1967 en R. 2238 van 10 Desember 1971), die nywerheid betrokke by die produksie van yster en/of staal en/of legerings en/of die verwerking en/of herwinning en/of raffinering van metaal (uitgesonderd edelmataal) en/of legerings van metaalskuim en/of afval en/of residu's; die onderhoud, vervaardiging, oprigting of inmeekaarsit, bou, verandering, vervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel wat hoofsaaklik uit metaal (uitgesonderd edelmataal) bestaan, 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 metaal (uitgesonderd edelmataal) 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 skeeps-herstelwerk onderneem word, en omvat dit ook die Elektrotegniese Ingenieursnywerheid, die Hyser- en Roltrapnywerheid en die Plastieknywerheid, maar nie ook 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 relës, kontaktors, 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) 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;

"pensionable remuneration" means the wages receivable by the employee from the employer each week calculated on the basis of the ordinary hours worked by such employee in the shifts of the establishment concerned, including moneys payable in terms of any agreement or under any law but excluding amounts paid in respect of overtime, shift and other allowances and leave bonuses;

"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;

"plastic" 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. 1628 of 24 September 1971;

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, The Cape, Carnarvon, Clanwilliam, Ceres, Frasersburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (C.P.), 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 purposes 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, Roggebaai, 8012, or Room 513, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse and for the purposes 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, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

"Region C" means the Province of Natal, including the Magisterial District of Mount Currie, 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 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordnance Road, Durban, 4001;

"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, (C.P.), Murraysburg, Noupport, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), 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, 6000, or Third Floor, Todd Chambers, Northend, Port Elizabeth, 6001;

"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 purposes 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, 2000, or "Amaleng", 8 De Villiers Street, Johannesburg, 2001;

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

"Elektrotegniese Aannemingsnywerheid" die ontwerp, bereiding (uitgesonderd vervaardiging vir verkoop) en oprigting van elektreiese 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;

"Hys- en Roltrapnywerheid" die vervaardiging en/of inme-kaarsit en/of installering en/of herstel van elektreiese hysers en roltrappe;

"pensioengewende besoldiging" die loon wat die werknemer elke week van die werkgever kan ontvang, bereken op grondslag van die gewone werkkure wat sodanige werknemer in die skofte van die betrokke bedryfsinrigting werk, met inbegrip van geld wat kragtens enige ooreenkoms of enige wet betaalbaar is, maar uitgesonderd bedrae betaal vir oortydwerk, skof- en ander toeslaes en verlofbonusse;

"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 plastiek materiaal gemaak word, naamlik kledingstukke, tasse en handsakke, stewels, skoene, oorskoene, bekleedseloottreksels en hortjiesblindings 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 Goewermentskennisgewing R. 1628 van 24 September 1971 gepubliseer is;

"Streek A" die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Die Kaap, Carnarvon, Clanwilliam, Ceres, Frasersburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), 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, Roggebaai, 8012, of Kamer 513, Heerengracht, Strandgebied, Kaapstad, 8001;

"Streek B" die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse 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, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;

"Streek C" die provinsie Natal, met inbegrip van die landdrosdistrik Mount Currie, 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 10799, Marine-parade, 4056, of Metal Industries House, Ordnanceweg 15, Durban, 4001;

"Streek D" die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupport, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), 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, 6000, of Derde Verdieping, Todd Chambers, Noordende, Port Elizabeth, 6001;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrosdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, en omvat dit die landdrosdistrikte 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, 2000, of "Amaleng", De Villiersstraat 8, Johannesburg, 2001;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial District 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, Hope-town, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Phillipstown, Prieska, Vryburg and Warrenton in the Cape Province, and for the purposes 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, 9460, or Suite 41, M.B.A. Bousentrum Buildings, 44d Bok Street, Welkom, 9460.

4. MEMBERSHIP

Employees who contribute and for whom employers make contributions shall be members of the Fund.

5. CONTRIBUTIONS

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

(2) The employer shall each week deduct from the pensionable remuneration of each of his employees an amount equal to five per cent of the pensionable remuneration of such employees.

(3) Contributions calculated in accordance with the provisions of subsection (2) may at the discretion of the employer be deducted from the earnings of other employees at their written request, provided such employees are not participating in the Metal Industries Group Life and Provident Fund.

(4) No deductions shall be made or contributions paid in respect of periods of absence on unpaid leave, and absences due to sickness, injury on duty and on military service where no payment is due to the employee by the employer in terms of an agreement or under any law.

(5) To the amounts deducted in terms of subsections (2) and (3) the employer shall add an equal amount.

(6) 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, Roggebaai, 8012, or Room 513, Heerengracht, Foreshore, Cape Town, 8001;

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, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

every employer in Region C, to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordnance Road, Durban, 4001;

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, 6000, or Third Floor, Todd Chambers, Northend, Port Elizabeth, 6001;

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, 2000, or "Amaleng", 8 De Villiers Street, Johannesburg, 2001;

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, 9460, or Suite 41, M.B.A. Bousentrum Buildings, 44d Bok Street, Welkom, 9460;

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

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

(8) 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 one 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.

For the purposes of this section—

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

"Streek F" die provinsie die Oranje-Vrystaat, uitgesonderd 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, 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, 9460, of Suite 41, M.B.A.-bousentrumgebou, Bokstraat 44d, Welkom, 9460.

4. LIDMAATSKAP

Werknemers wat bydra en namens wie werkgewers bydraes betaal, is lede van die Fonds.

5. BYDRAES

(1) Werknemers en werkgewers moet vanaf die datum van inwerkingtreding van hierdie Ooreenkoms bydraes soos hieronder voorgeskryf, betaal.

(2) Die werkgever moet elke week 'n bedrag gelyk aan vyf persent van die pensioengewende besoldiging van elk van sy werknemers aftrek.

(3) Bydraes bereken ooreenkomstig subklousule (2) mag na goedgevonden van die werkgever en op hul skriftelike versoek van die verdienstes van ander werknemers afgetrek word, mits sodanige werknemers nie deelneem aan die Groepslewe- en Voorsoorgfonds vir die Metaalnywerheid nie.

(4) Geen aftrekkings mag gedoen of bydraes betaal word vir tydperke van afwesigheid met verlof sonder besoldiging en afwesigheid weens siekte, besering op diens en tydens militêre diens waar geen betaling kragtens 'n ooreenkoms of enige wet deur die werkgever aan die werknemer verskuldig is nie.

(5) By die bedrae afgetrek ingevolge subklousules (2) en (3) moet die werkgever 'n gelyke bedrag byvoeg.

(6) 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 werkgever in Streek A, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 513, Heerengracht, Strandgebied, Kaapstad, 8001;

elke werkgever in Streek B, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grens Streekraad), Posbus 27, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;

elke werkgever in Streek C, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 10799, Marine-parade, 4056, of Metal Industries House, Ordnanceweg 15, Durban, 4001;

elke werkgever in Streek D, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Noordeinde, Port Elizabeth, 6001;

elke werkgever in Streek E, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of "Amaleng", De Villiersstraat 8, Johannesburg, 2001;

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, 9460, of Suite 41, M.B.A.-bousentrumgebou, Bokstraat 44d, Welkom, 9460;

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

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

(8) 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 ten opsigte waarvan dit betaalbaar is nie, moet die werkgever rente betaal op sodanige bedrag of sodanige kleiner bedrag as wat onbetaald bly, bereken teen een 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.

Vir die toepassing van hierdie klousule beteken—

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

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 employee, 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 granted, 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 legible characters, in both official languages in the Republic.

Signed at Johannesburg for and on behalf of the parties this 6th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1317 23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

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

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 953 of 27 May 1977 with effect from 1 July 1978.

S. P. BOTHA, Minister of Labour.

No. R. 1318 23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—EXTENSION OF AGREEMENTS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices—

(a) R. 1112 of 2 June 1978; and

(b) R. 1319 of 2 August 1974, R. 950 of 16 May 1975, R. 1097 of 25 June 1976, R. 1098 of 25 June 1976, R. 1158 of 24 June 1977, R. 1441 of 29 July 1977, R. 1685 of 26 August 1977, R. 1689 of 26 August 1977 and R. 161 of 27 January 1978;

by a further period ending 30 June 1979.

S. P. BOTHA, Minister of Labour.

6. ADMINISTRASIE

(1) Die Fonds word ooreenkomstig die reëls van die Fonds geadminestreer. 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, en indien die Bestuursraad om watter rede ook al, 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 (ingedien 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 het die reg om 'n bedryfsinrigting te betree en mag die werkgever 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 enigen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet by die Sekretaris van die Raad, Posbus 9381, Johannesburg, 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, ná een week skriftelike kennisgewing aan die betrokke persoon, 'n vrystellingssertifikaat intrek, ongeag of die tydperk waarvoor dit verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare kopie van hierdie Ooreenkoms in beide amptelike tale van die Republiek op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 6de dag van Junie 1978 in Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1317 23 Junie 1978

WET OP NYWERHEIDSVersoening, 1956

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

Ek, Stephanus Petrus Botha, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewing R. 953 van 27 Mei 1977 in met ingang van 1 Julie 1978.

S. P. BOTHA, Minister van Arbeid.

No. R. 1318 23 Junie 1978

WET OP NYWERHEIDSVersoening, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—VERLENGING VAN OOREENKOMSTE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings—

(a) R. 1112 van 2 Junie 1978; en

(b) R. 1319 van 2 Augustus 1974, R. 950 van 16 Mei 1975, R. 1097 van 25 Junie 1976, R. 1098 van 25 Junie 1976, R. 1158 van 24 Junie 1977, R. 1441 van 29 Julie 1977, R. 1685 van 26 Augustus 1977, R. 1689 van 26 Augustus 1977 en R. 161 van 27 Januarie 1978;

met 'n verdere tydperk wat op 30 Junie 1979 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 1319

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 30 June 1979, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from 1 July 1978 and for the period ending 30 June 1979, 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, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa excluding the port and settlement of Walvis Bay, and with effect from 1 July 1978 and for the period ending 30 June 1979, the provisions of the Amending Agreement, excluding those contained in clause 2 (2) of Part I, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and those employers in respect of Bantu in their employ.

S. P. BOTHA, Minister of Labour.

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 by and between the

Association of Electric 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
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
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association

No. R. 1319

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN HOOFOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 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, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 2 (2) van Deel I, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

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

OOREENKOMS

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

Association of Electric 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
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
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturer's Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association

S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Production Founders' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 Transvaal and Orange Free State 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 of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics 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
 S.A. 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,

to amend the Main Agreement, published under Government Notice R. 1112 of 2 June 1978, as follows:

A.—PART 1

1. SECTION 1.—SCOPE OF APPLICATION OF AGREEMENT

(1) Substitute the following for subsection (4):

"(4) For the purposes of this Agreement the wage rates of apprentices prescribed under the Apprenticeship Act (Act 37 of 1944) shall be the wage rates for apprentices in the Industry and the weekly rate shall be the prescribed rate multiplied by the number of ordinary hours of work in the establishment concerned."

(2) Delete subsection (5).

(3) In subsection (6), substitute the figure "R321,75" for the figure "R288,60".

2. SECTION 8.—PAYMENT OF EARNINGS

(1) Substitute the following for section 8 (1), (2) and (3) (a) to (d):

"(1) (a) Except as otherwise provided, any amount due to an employee in terms of this Agreement shall be paid weekly, in cash, on Friday. Payment shall be made not later than the ordinary stopping time, and shall include all payments due to the employee, calculated up to and including the shift completed on the preceding Tuesday of the same week: Provided that where employment terminates before the ordinary pay-day, all payments due to the employee in terms of this Agreement shall be paid to him upon his employment so terminating.

(b) Every employee shall, on payment, be given a statement showing his total earnings, ordinary time and overtime payments, allowances and deductions.

(2) No premium for the training of an employee shall be charged or accepted by an employer: Provided that this subsection shall not apply in respect of training schemes to which the employer is legally required to contribute.

(3) Except as otherwise provided in this Agreement, no deduction of any description, other than the following, may be made from the amount payable in terms of this Agreement to any employee:

(a) For board or lodging or both in accordance with section 1 (3) of Part III of this Agreement;

(b) for canteen services where the deduction is authorised by stop-order terminable by the employee at not more than 28 days' notice of termination of his agreement to this deduction;

(c) where an employee is absent from work, including absence during any unpaid leave granted in extension of the paid leave provided for in this Agreement, a pro rata amount for the period of such absence;

(d) with the written consent of the employee, deductions for sick benefit, insurance, pension and provident funds or contributions to recreation funds;"

(2) Substitute the following for section 8 (3) (e):

"(e) with the written consent of the employee, deductions in respect of subscriptions to a trade union which is a party to this Agreement;"

S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Production Founders' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 Transvaal and Orange Free State 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 of South Africa
 Iron Moulders' Society of South Africa
 Radio, Television, Electronics 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
 S.A. 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, om die Hoofooreenkoms, gepubliseer by Goewermentskennisgewing R. 1112 van 2 Junie 1978, soos volg te wysig:

A.—DEEL 1

1. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Vervang subklausule (4) deur die volgende:

"(4) Vir die toepassing van hierdie Ooreenkoms is die loonskaal vir vakleerlinge voorgeskryf kragtens die Wet op Vakleerlinge (Wet 37 van 1944) die loonskaal vir vakleerlinge in die Nywerheid en die weekloon is die voorgeskrewe loon vermenigvuldig met die aantal gewone werkure wat in die betrokke bedryfsinrigting gewerk word."

(2) Skrap subklausule (5).

(3) In subklausule (6) vervang die syfer "R288,60" deur die syfer "R321,75".

2. KLOUSULE 8.—BETALING VAN VERDIENSTE

(1) Vervang klausule 8 (1), (2) en (3) (a) tot (d) deur die volgende:

"(1) (a) Behoudens andersluidende bepalings, moet enige bedrag wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is, weekliks, en wel op Vrydag, in kontant aan hom betaal word. Betaling moet voor of op die gewone uitskeityd geskied en moet alle geld insluit wat aan die werknemer verskuldig is en bereken is tot en met die skof wat op die vorige Dinsdag van dieselfde week voltooi is: Met dien verstande dat waar diens voor die gewone betaaldag eindig, alle geld wat ingevolge hierdie Ooreenkoms aan die werknemer verskuldig is aan hom betaal moet word wanneer sy diens aldus eindig.

(b) Elke werknemer moet by betaling 'n staat gegee word wat sy totale verdienste, besoldiging vir gewone tyd en vir oortyd, toelaes en aftrekkings toon.

(2) 'n Werkgewer mag geen premie vir die opleiding van 'n werknemer vra of aanneem nie: Met dien verstande dat hierdie subklausule nie geld ten opsigte van opleidingskemas waartoe 'n werkgewer regtens moet bydra nie.

(3) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag, van watter aard ook al, uitgesonderd die volgende, van die bedrag wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is, afgetrek word nie:

(a) Vir kos of inwoning, of albei, ooreenkomstig klausule 1 (3) van Deel III van hierdie Ooreenkoms;

(b) vir eethuisdienste, wanneer die aftrekking by aftrekorder gemagtig is en deur die werknemer beëindig kan word deur hoogstens 28 dae vooraf kennis te gee dat hy sy toestemming tot hierdie aftrekking intrek;

(c) waar 'n werknemer van die werk afwesig is, en ook waar hy afwesig is met verlof sonder betaling wat verleen is ter verlenging van verlof met betaling waarvoor hierdie Ooreenkoms voorsiening maak, 'n bedrag in verhouding tot die duur van sodanige afwesigheid;

(d) met die skriftelike toestemming van die werknemer, bedrae vir siektebystand-, versekerings-, pensioen- en voorsorgfondse of bydraes tot ontspanningsfondse;"

(2) Vervang klausule 8 (3) (e) deur die volgende:

"(e) met die skriftelike toestemming van die werknemer, bedrae ten opsigte van ledegeld vir 'n vakvereniging wat 'n party by hierdie Ooreenkoms is;"

(3) Substitute the following for section 8 (3) (f) to (h) and 8 (4):

"(f) contributions to the funds of the Council;

(g) any amount paid by an employer, compelled by law, ordinance or legal process, to make payment on behalf of an employee;

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

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

(ii) no such deduction shall be made from any leave pay or leave bonus payable under this Agreement either to the employee or to the Council;

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

(4) Where in any establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer."

3. SECTION 14.—LEAVE BONUS

(1) In subsection (1), substitute the following table for the existing table:

	"First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the employee's scheduled rate does not exceed 70c per hour and employees employed on watchman's work.....	35,00	41,00	46,00	52,00
Where the employee's scheduled rate exceeds 70c per hour but does not exceed 104,5c per hour.....	49,00	58,00	67,00	76,00
Where the employee's scheduled rate exceeds 104,5c per hour but does not exceed 126,5c per hour.....	106,00	120,00	135,00	150,00
Where the employee's scheduled rate exceeds 126,5c per hour but does not exceed 138c per hour.....	123,00	140,00	156,00	173,00
Where the employee's scheduled rate exceeds 138c per hour but does not exceed 164,5c per hour.....	175,00	199,00	223,00	247,00
Where the employee's scheduled rate exceeds 164,5c per hour.....	193,00	220,00	247,00	275,00

(2) In subsection (2) (a), for the figures 'R80,00', 'R97,00', 'R113,00', 'R130,00', and 'R175,00' substitute the figures 'R88,00', 'R107,00', 'R124,00', 'R143,00' and 'R193,00'.

(3) In subsection (2) (b), for the figures 'R58,00', 'R71,00', 'R82,00', and 'R130,00' substitute the figures 'R64,00', 'R78,00', 'R90,00' and 'R143,00'."

4. SECTION 16.—ALLOWANCES

In subsection (A) (4), for the figures "R6,00", "R5,50" and R2,00, substitute the figures "R6,50", "R6,00" and "R2,20".

5. Insert the following section 35 after section 34:

"35. SECURITY OF EMPLOYMENT

(1) *Basic objectives.*—(a) The basic objectives of this section shall be—

(i) to further the protection of the rights of the employee from—

- (aa) reduction in basic conditions of employment;
- (ab) unfair dismissal from employment;
- (ac) discrimination in terms of re-engagement and promotion opportunities and procedures; and
- (ad) diminution of employment opportunities;

(3) Vervang klousule 8 (3) (f) tot (h) en 8 (4) deur die volgende:

"(f) bydraes tot die fondse van die Raad;

(g) enige bedrag wat 'n werkgewer ingevolge 'n wet, ordonansie of regsproes namens 'n werknemer moet betaal en wel betaal het;

(h) waar 'n werkgewer, as gevolg van 'n klerklike of boekhou- of administratiewe fout of foutiewe berekening, aan 'n werknemer besoldiging betaal wat meer is as die bedrag wat regtens betaalbaar is, is die werkgewer daarop geregtig om die bedrag van die oorbetalings te verhaal deur bedrae van latere lone en/of verdienste af te trek behoudens onderstaande bepalinge:

(i) Sodanige bedrag kan van een of meer betalings van lone of verdienste afgetrek word, maar geen enkele aftrekking mag meer as 15 persent van die loon of verdienste waarvan dit afgetrek word, bedra nie;

(ii) sodanige bedrae mag nie van enige verlofbesoldiging of verlofbonus wat ingevolge hierdie Ooreenkoms of aan die werknemer of aan die Raad betaalbaar is, afgetrek word nie;

(iii) geen sodanige bedrag of bedrae mag afgetrek word nie tensy die werkgewer die werknemer voor die eerste aftrekking en die Raad binne sewe dae na die eerste aftrekking skriftelik in kennis stel van die omstandighede waaronder die oorbetalings geskied het, die bedrag van sodanige oorbetalings en die bedrag van die voorgestelde aftrekking of aftrekkings.

(4) Waar werk in 'n bedryfsinrigting of op 'n plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die werkgewer die loon van elke werknemer afsonderlik aan hom betaal."

3. KLOUSULE 14.—VERLOFBONUS

(1) In subklousule (1), vervang die bestaande tabel deur die volgende tabel:

	"Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of latere verlof- siklus
	R	R	R	R
Waar die werknemer se gelyste loon hoogstens 70c per uur is en werknemers in diens as wagte.....	35,00	41,00	46,00	52,00
Waar die werknemer se gelyste loon meer as 70c per uur maar hoogstens 104,5c per uur is.....	49,00	58,00	67,00	76,00
Waar die werknemer se gelyste loon meer as 104,5c per uur maar hoogstens 126,5c per uur is.....	106,00	120,00	135,00	150,00
Waar die werknemer se gelyste loon meer as 126,5c per uur maar hoogstens 138c per uur is.....	123,00	140,00	156,00	173,00
Waar die werknemer se gelyste loon meer as 138c per uur maar hoogstens 164,5c per uur is.....	175,00	199,00	223,00	247,00
Waar die werknemer se gelyste loon meer as 164,5c per uur is.....	193,00	220,00	247,00	275,00

(2) In subklousule (2) (a), vervang die syfers 'R80,00', 'R97,00', 'R113,00', 'R130,00' en 'R175,00' deur die syfers 'R88,00', 'R107,00', 'R124,00', 'R143,00' en 'R193,00'.

(3) In subklousule (2) (b) vervang die syfers 'R58,00', 'R71,00', 'R82,00' en 'R130,00' deur die syfers 'R64,00', 'R78,00', 'R90,00' en 'R143,00'."

4. KLOUSULE 16.—TOELAES

In subklousule (A) (4), vervang die syfers "R6,00", "R5,50", en "R2,00" deur die syfers "R6,50", "R6,00" en "R2,20".

5. Voeg die volgende nuwe klousule 35 in na klousule 34:

"35. WERKSEKURITEIT

(1) *Basiese oogmerke.*—(a) Die basiese oogmerke van hierdie klousule is—

(i) om die beskerming van die werknemer se regte teen—

- (aa) vermindering in basiese diensvoorwaardes;
- (ab) onregverdigde ontslag uit diens;
- (ac) diskriminasie by herindiensneming en bevorderingsgeleenthede en -prosedures; en
- (ad) vermindering van werkgeleenthede;

te bevorder;

(ii) to further the protection of the employer's and management rights and procedures to—

- (aa) maintain discipline within the total labour force;
- (ab) retrench employees where economic conditions or other factors occasion such a step; and
- (ac) promote and recruit on merit;

(iii) to—

- (aa) provide equal employment opportunities for all groups of workers;
- (ab) ensure orderly change where change can take place;
- (ac) obviate friction between persons on the promotional and employment aspects;
- (ad) ensure consultation between employers and worker representatives regarding this section; and
- (ae) establish training and retraining procedures; and

(iv) to provide the necessary machinery to achieve the objectives set out in subsection (1) (a) (i) to (iii).

(b) The provisions of this section shall provide for the employment security of existing incumbents of jobs and their training and/or retraining and shall apply to such persons who are in the employment of the employer in the Industry on the date of coming into force of this Agreement.

(c) In addition to the provisions of subsection (1) (b), the provisions of this section shall be applied to—

(i) persons who, whilst not currently employed in the Industry, have had not less than six months' experience in the Industry during the 12 months prior to the date of coming into force of this section;

(ii) unemployed persons who, in terms of the Unemployment Insurance Act, 1966, have received unemployment benefits during the 12-month period prior to the coming into force of this section and who qualified for such benefits as a result of employment in the Industry and who immediately prior to becoming unemployed were employed in the Industry;

(iii) persons seeking employment or being re-employed in the Industry after completion of a period of military service in terms of the Defence Act, 1957;

(iv) additional employees engaged after the coming into force of this section to whom the provisions of subsections 5, 6 and 7 shall *mutatis mutandis* apply after such engagement; and

(v) such other persons as the Council may determine from time to time.

(2) *Security of employment.*—(a) No employer shall terminate the employment of or promote an employee to a higher rated work category unless he has complied with and observes the provisions of this section.

(b) Employers in the Industry shall provide employees with security of employment at conditions of employment not less favourable than their conditions relating to the particular work category concerned, at the date of coming into force of this section and for the duration of this Agreement subject to the observance of—

- (i) the normal requirements of disciplinary procedures; and
- (ii) the retrenchment of employees due to shortage of work or other circumstances in the establishment, subject to subsection (3) hereof.

(3) *Retrenchment of employees.*—In the event of there being lay-offs and/or retrenchment of employees on account of shortage of work or other circumstances in the establishment, the employer shall, 14 days prior to the date of retrenchment, notify the Council in writing of—

- (a) the number of employees to be retrenched;
- (b) the effective date of the retrenchments;
- (c) the occupational categories scheduled in the Agreement of the employees to be retrenched; and
- (d) the basis of identifying employees to be retrenched.

(4) *Re-employment of retrenched employees.*—Where an employer has retrenched employees he shall, if he subsequently engages additional employees, as far as is practicable give preference to the re-engagement of those employees who were retrenched from his establishment and thereafter to other employees who have been retrenched in the Industry who are qualified and available to undertake the categories of work required by the employer.

(5) *Promotion, training and/or retraining.*—(a) Where promotion opportunities occur within the establishment of an employer, the employer shall specify the requirements of candidates for promotion in terms of—

- (i) educational or other qualifications;
- (ii) training and/or retraining; and
- (iii) experience and/or related experience.

(ii) om die beskerming van die werkgewer en bestuur se regte en prosedures om—

- (aa) dissipline binne die hele werknemerskorps te handhaaf;
- (ab) werknemers te ontslaan wanneer ekonomiese toestande of ander faktore tot so 'n stap aanleiding gee; en
- (ac) volgens verdienste te bevorder en te werf, te bevorder;

(iii) om—

- (aa) gelyke werkgeleenthede vir alle groepe werkers te bied;
 - (ab) ordelike verandering te verseker waar verandering kan plaasvind;
 - (ac) wrywing tussen persone te voorkom wat bevordering en indiensneming betref;
 - (ad) oorlegpleging tussen werkgewer- en werknemerverteenwoordigers in verband met hierdie klousule te verseker;
 - (ae) opleidings- en heropleidingsprosedures vas te stel; en
- (iv) om die nodige masjinerie te verskaf ter verwesentliking van die oogmerke uiteengesit in subklousule (1) (a) (i) tot (iii).

(b) Die bepalinge van hierdie klousule maak voorsiening vir die werksekeriteit van bestaande posbekleërs en hul opleiding en/of heropleiding en is van toepassing op sodanige persone as wat op die datum van inwerkingtreding van hierdie Ooreenkoms in diens van die werkgewer in die Nywerheid is.

(c) Benewens subklousule (1) (b), is hierdie klousule van toepassing op—

(i) persone wat, hoewel hulle nie tans in die Nywerheid in diens is nie, minstens ses maande ondervinding in die Nywerheid gehad het gedurende die 12 maande voor die datum van inwerkingtreding van hierdie klousule;

(ii) werklose persone wat kragtens die Werkloosheidsversekeringwet, 1966, werkloosheidsvoordele ontvang het gedurende die tydperk van 12 maande voor die inwerkingtreding van hierdie klousule en wat vir sulke voordele gekwalifiseer het op grond van diens in die Nywerheid en wat in die Nywerheid in diens was onmiddellik voordat hulle werkloos geword het;

(iii) persone wat werk soek of wat weer in diens geneem word in die Nywerheid na voltooiing van 'n tydperk van militêre diens kragtens die Vrededigingswet, 1957;

(iv) bykomende werknemers wat in diens geneem is na die inwerkingtreding van hierdie klousule, op wie subklousules 5, 6 en 7 *mutatis mutandis* van toepassing is na sodanige indiensneming; en

(v) sodanige ander persone as wat die Raad van tyd tot tyd mag bepaal.

(2) *Werksekeriteit.*—(a) Geen werkgewer mag 'n werknemer se diens beëindig of hom bevorder tot 'n klas werk waarvoor 'n hoër loon betaal word nie, tensy hy aan die bepalinge van hierdie klousule voldoen het en dit nakom.

(b) Werkgewers in die Nywerheid moet werksekeriteit aan werknemers bied teen diensvoorwaardes wat nie minder gunstig is nie as hul voorwaardes met betrekking tot die betrokke werk-kategorie, op die datum van inwerkingtreding van hierdie klousule en vir die duur van hierdie Ooreenkoms, behoudens nakoming van—

(i) die normale vereistes van dissiplinêre prosedures; en

(ii) die ontslag van werknemers as gevolg van 'n tekort aan werk of ander omstandighede in die bedryfsinrigting, behoudens subklousule (3) hiervan.

(3) *Ontslag van werknemers.*—In die geval van diensopskortings of die ontslag van werknemers as gevolg van 'n tekort aan werk of ander omstandighede in die bedryfsinrigting moet die werkgewer die Raad 14 dae voor die datum van ontslag skriftelik in kennis stel van—

(a) die getal werknemers wat ontslaan gaan word;

(b) die effektiewe datum van ontslag;

(c) die beroepskategorieë soos in die Ooreenkoms ingelys, van die werknemers wat ontslaan gaan word;

(d) die grondslag vir die identifisering van werknemers wat ontslaan gaan word.

(4) *Herindiensneming van ontslane werknemers.*—Wanneer 'n werkgewer werknemers ontslaan het, moet hy, indien hy later bykomende werknemers in diens neem, sover prakties moontlik voorkeur gee aan die herindiensneming van daardie werknemers wat uit sy bedryfsinrigting ontslaan is en daarna aan ander werknemers wat in die Nywerheid ontslaan is en wat gekwalifiseerd en beskikbaar is om die werk-kategorieë te onderneem wat die werkgewer verlang.

(5) *Bevordering, opleiding en/of heropleiding.*—(a) Wanneer bevorderingsgeleenthede binne die bedryfsinrigting van 'n werkgewer ontstaan, moet die werkgewer die vereistes van kandidate vir bevordering stel wat betref—

(i) opvoedkundige of ander kwalifikasies;

(ii) opleiding en/of heropleiding; en

(iii) ondervinding en/of verwante ondervinding.

The employer shall, on request, furnish this information to the Council. The employer shall be free, subject to the provisions of subsection (6) hereof, to promote any employee/s on the basis of merit from those of his employees who meet the requirements specified for the job.

(b) The employer in offering training and retraining facilities shall ensure that this shall be done on an orderly basis, and the person selected for training and/or retraining shall be placed in a job category immediately above that in which he is currently employed, subject to the provisions of section 19 of the Agreement: Provided that if there are vacancies in a higher category of work he may be promoted and trained or retrained in such higher category provided the persons employed in intermediate categories have been consulted and are unwilling to accept such training and/or retraining.

(c) If an employee is offered training and/or retraining facilities in the field of his employment by his employer and refuses them, the provisions of this subsection shall be deemed not to apply to the employee concerned.

(d) Employers shall at all times ensure an orderly promotional progression of employees into the higher rated categories of work.

(e) Training and retraining shall include in-plant training in the establishment; institutional training in organisations or arrangements approved by the Council.

(f) Employers shall monthly submit to the Council details of all persons employed in terms of this subsection in such form as the Council may determine.

(6) *Joint consultation.*—In order to facilitate the implementation of the provisions contained in this section, joint consultative machinery shall be established which shall operate at the level of the employer's establishment, department or section thereof, as may be determined by the employer. There shall be representative/s of the employer; representative/s of the affected trade unions party to the Agreement (either through their shop steward/s or accredited representative/s of the trade union/s concerned) and of the employee/s concerned and representatives of those employees embraced in the works and/or co-ordinating works committees and/or liaison and/or co-ordinating liaison committees relating to the establishment, department or section thereof, whether or not established in terms of the Bantu Labour Relations Regulation Act, 1953. The size, composition and procedures of the joint consultative machinery shall be determined according to the requirements of the parties thereto, but the size shall at all times, unless otherwise agreed, ensure equal participation of the employer and all the other interests referred to above.

(7) *Administration.*—(a) In the event of a disagreement arising relating to the application and/or interpretation of the provisions of this section, the aggrieved party/parties shall, within 14 days of the disagreement arising, be entitled to refer the matter to the Regional Council in the area concerned. The Regional Council shall forthwith, but not later than within 30 days, cause an investigation to be made into the facts, and if in its view there has been a breach of the objects of this section, shall call upon the offending party/parties within such period to remedy the breach.

(b) Any decision of the Regional Council served on the party/parties shall be final and binding and the said parties shall comply therewith. In the event of the Regional Council and/or a delegated committee failing to determine the matter constituting the disagreement within 30 days of receipt or of such extended period as the Regional Council shall determine, either of the aggrieved parties may invoke arbitration and the award of the arbitrator/s appointed shall be final and binding and shall be observed by the parties. Arbitration shall be within the terms and provisions of the Council's Constitution: Provided that nothing therein contained shall preclude the Council from appointing a person or persons who shall act as standing arbitrators for the time being for the purposes of this section.

(c) For the purpose of dealing expeditiously with the matters contained in this section, Regional Councils are hereby empowered to establish committee/s composed of employer and employee representatives and to delegate such specific powers as are deemed necessary to such committee/s. Such committee/s shall dispose of all matters referred to it/them within 30 days unless it/they agree to an extension, when the provisions of subsection 7 (b) shall *mutatis mutandis* apply.

(8) *Funding of and methods of training.*—(a) The parties shall establish a joint training and retraining scheme which shall be financed from levies imposed by an industrial agreement for the purpose of training and retraining persons to whom this section applies. The industrial council shall prescribe the registration provisions relating to any joint training and retraining scheme and

Die werkgewer moet hierdie inligting op versoek aan die Raad verstrek. Behoudens subklousule (6) hiervan, staan dit die werkgewer vry om enige werknemer(s) uit die geledere van sy werknemers wat voldoen aan die vereistes wat vir die werk gestel is, op die grondslag van verdienste te bevorder.

(b) Wanneer die werkgewer opleidings- en heropleidingsfasiliteite aanbied, moet hy toesien dat dit op 'n ordelike grondslag gedoen word en die persoon wat vir opleiding en/of heropleiding gekies word, moet geplaas word in 'n werkkategorie onmiddellik bo dié waarin hy op daardie tydstip in diens is, behoudens klousule 19 van die Ooreenkoms: Met dien verstande dat indien daar vakatures in 'n hoër werkkategorie is, hy bevorder en opgelei of heropgelei kan word in sodanige hoër kategorie mits die persone wat in intermediaire kategorieë in diens is, geraadpleeg is en onwillig is om sodanige opleiding en/of heropleiding te aanvaar.

(c) Indien 'n werknemer opleidings- en/of heropleidingsfasiliteite op die gebied van sy werk by sy werkgewer aangebied word en hy dit van die hand wys, word hierdie subklousule geag nie op die betrokke werknemer van toepassing te wees nie.

(d) Werkgewers moet te alle tye die ordelike bevorderingsvordering van werknemers tot die werkkategorieë met hoër loontariewe verseker.

(e) Opleiding en heropleiding sluit in opleiding binne die bedryf in die bedryfsinrigting, inrigtingsopleiding in organisasies of reëlings wat deur die Raad goedgekeur is.

(f) Werkgewers moet maandeliks besonderhede aan die Raad verstrek van alle persone wat kragtens hierdie subklousule in diens is, in dié vorm wat die Raad bepaal.

(6) *Gesamentlike oorlegpleging.*—Om die toepassing van hierdie klousule te vergemaklik, moet masjinerie vir gesamentlike oorlegpleging ingestel word, en dit moet funksioneer op die vlak van die werkgewer se bedryfsinrigting, afdeling of seksie daarvan, soos die werkgewer bepaal. Daar moet verteenwoordiger(s) van die werkgewer wees, asook verteenwoordiger(s) van die betrokke vakverenigings wat partye by die Ooreenkoms is [deur hul werkwinkelvertenwoordiger(s) of geakkrediteerde verteenwoordiger(s) van die betrokke vakvereniging(s)] en van die betrokke werknemer(s) en verteenwoordigers van dié werknemers wat lede is van die werke- en/of koördinerende werkkomitees en/of skakel- en/of koördinerende skakelkomitees met betrekking tot die bedryfsinrigting, afdeling of seksie daarvan, hetsy dit kragtens die Wet op die Reëling van Bantoe-arbeidsverhoudinge, 1953, ingestel is of nie. Die grootte, samestelling en prosedure van die masjinerie vir gesamentlike oorlegpleging moet bepaal word volgens die vereistes van die partye daarby, maar die grootte moet te alle tye, tensy anders ooreengekom, gelyke deelname verseker van die werkgewer en al die ander belange hierbo genoem.

(7) *Administrasie.*—(a) In geval onenigheid ontstaan oor die toepassing en/of vertolking van hierdie klousule, het die veronregte party(e) die reg om die saak binne 14 dae nadat die onenigheid ontstaan het, te verwys na die Streekraad in die betrokke gebied. Die Streekraad moet onverwyld, maar binne hoogstens 30 dae, ondersoek laat instel na die feite, en as daar na sy mening 'n skending van die oogmerke van hierdie klousule was, 'n beroep op die skuldige party(e) doen om die skending binne sodanige tydperk reg te stel.

(b) Enige beslissing van die Streekraad wat aan die party(e) beteken word, is finaal en bindend en genoemde party(e) moet daaraan voldoen. Ingeval die Streekraad en/of 'n gedelegeerde komitee nie daarin slaag om die saak wat die onenigheid uitmaak, te skik binne 30 dae na ontvangs of sodanige verlengde tydperk as wat die Streekraad bepaal nie, kan enige van die veronregte partye hom beroep op arbitrasie, en die uitspraak van die arbiter(s) wat aangestel is, is finaal en bindend en moet deur die partye nagekom word. Arbitrasie moet ooreenkomstig die bepalings van die Raad se Konstitusie geskied: Met dien verstande dat geen bepaling daarvan die Raad mag verhinder om vir die toepassing van hierdie klousule, 'n persoon of persone aan te stel om dan as vaste arbiter(s) op te tree nie.

(c) Ten einde die sake in hierdie klousule vervat spoedig af te handel, word die Streekraad hierby gemagtig om komitee(s) in te stel bestaande uit werkgewer- en werknemerverteenwoordigers en om sodanige spesifieke bevoegdhede as wat nodig geag word aan sodanige komitee(s) te deleger. Sodanige komitee(s) moet alle sake wat na hom/hulle verwys word, binne 30 dae afhandel, tensy hy/hulle oor 'n verlenging ooreenkom, in welke geval subklousule (7) (b) *mutatis mutandis* van toepassing is.

(8) *Finansiering en metodes van opleiding.*—(a) Die partye moet 'n gesamentlike opleiding- en heropleidingskema instel wat gefinansier moet word uit heffings wat deur 'n nywerheids-ooreenkoms opgelê word met die doel om persone op wie hierdie klousule van toepassing is, op te lei en her op te lei. Die nywerheidsraad moet die volgende voorskryf: Die registrasiebepalings met betrekking tot enige gesamentlike opleiding- en heropleidingskema en die administrasie daarvan; die toepaslike inligting wat in verband daarmee verlang mag word, met inbegrip van die indiening van opgawes in dié vorm wat verlang

its administration; the relevant information which may be called for in regard thereto, including the rendition of returns in such form as may be required and the training and retraining standards to be set; the issue of certificates respecting such work categories as it determines and any other matters having relevance thereto, whether or not such training and retraining is conducted on an in-plant or other basis. The industrial council is authorised to delegate the administration of the financial aspects of any such training and retraining scheme to an existing body performing allied tasks in the training field relative to the group of industries encompassed in this Agreement.

(b) Notwithstanding the provisions of this subsection, the Iron, Steel, Engineering and Metallurgical Industries Education and Training Fund Agreement published under Government Notice R. 2000 dated 24 October 1975 shall apply in respect of those classes of employees to which it relates.

(9) *Employment placement services.*—The Council shall provide at its Regional Councils employment placement services for persons referred to in subsection (1) (c) hereof.

Employers shall give preference to the employment of persons who have completed military service and who apply to the Council within three months of such completion of service and to such other persons who are available in the work category in which a vacancy exists in the employer's establishment.

(10) *Prohibition.*—In the event of an employer failing to comply with this section, or engaging in employment practices detrimental to the conduct of good employer/employee relations, the Executive Committee of the Council shall in its absolute discretion require the employer to effect an immediate restoration to the position obtaining in his establishment immediately prior to the date of coming into force of this section or such other subsequent date as the Executive Committee may determine.”

B. PART III

1. SECTION 1.—WAGES AND/OR EARNINGS

Substitute the following for subsection (1):

“(1) (a) Every employee who on 1 July 1978 is employed by an employer on work classified in the Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date plus, as a guaranteed personal minimum increase, an additional amount for his class of work, as follows:

Class of work	Amount per hour
Rate A and A1.....	18
Rate AA:	
Employees in their first six months of continuous service on the above date.....	16
Employees in their second six months of continuous service on the above date.....	16
Employees with more than 12 months' continuous service on the above date.....	16
Rate AB.....	14
Rate B.....	14
Rate C.....	13
Rate D.....	13
Rate DD.....	13
Rate DDD.....	13
Rate E.....	13*
Rate F.....	12*
Rate G.....	12*
Rates H and I.....	11*
Vehicle driving:	
Internal transport (i.e. not driven on public roads):	
(a) Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 500 kg.....	12*
(b) Vehicles which would, if driven on public roads, require a heavy vehicle driving licence: Gross mass of vehicle over 3 500 kg and up to 13 600 kg.....	13*
(c) Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence: Gross mass of vehicle over 13 600 kg.....	13
External transport:	
Driving of any other vehicle authorised to carry a pay-load—	
up to and including 1 000 kg.....	12*
over 1 000 kg and up to 3 000 kg.....	13*
over 3 000 kg.....	13
Watchman's work.....	R4,95*

Per week

mag word, en die standaard van opleiding en heropleiding wat gestel word; die uitreiking van sertifikate ten opsigte van daardie werkkategorieë wat hy bepaal, en enige ander aangeleenthede wat daarmee in verband staan, hetsy sodanige opleiding en heropleiding binne die nywerheid of op 'n ander grondslag geskied aldan nie. Die nywerheidsraad word gemagtig om die administrasie van die finansiële aspekte van enige sodanige opleiding- en heropleidingskema te deleger aan 'n bestaande liggaam wat verwante take verrig op die gebied van opleiding met betrekking tot die groep nywerhede wat by hierdie Ooreenkoms ingesluit word.

(b) Ondanks hierdie subklousule is die Opvoedkundige en Opleidingsfondsooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, gepubliseer by Goewermentskennisgewing R. 2000 van 24 Oktober 1975, van toepassing ten opsigte van daardie klasse werknemers op wie dit betrekking het.

(9) *Indiensplasingdienste.*—Die Raad moet by sy Streekraade indiensplasingdienste verskaf vir persone in subklousule (1) (c) hiervan bedoel.

Werkgewers moet voorkeur gee aan die indiensneming van persone wat militêre diens voltooi het en wat by die Raad aansoek doen binne drie maande na voltooiing van sodanige diens, en aan sodanige ander persone as wat beskikbaar is in die werkkategorie waarin daar in die werkgewer se bedryfsinrigting 'n vakature bestaan.

(10) *Verbod.*—Ingeval 'n werkgewer versuim om aan hierdie klousule te voldoen of indiensnemingspraktyke volg wat nadelig is vir die handhawing van goeie werkgewer/werknemerverhoudings, moet die Uitvoerende Komitee van die Raad na sy volstrekte goeddunke van die werkgewer vereis om 'n onmiddellike herstel te bewerkstellig van die posisie in sy bedryfsinrigting gegeld het onmiddellik voor die datum van inwerkingtreding van hierdie klousule of sodanige ander latere datum as wat die Uitvoerende Komitee mag bepaal.”

B. DEEL III

1. KLOUSULE 1.—LONE EN/OF VERDIENSTE

Vervang subklousule (1) deur die volgende:

“(1) (a) 'n Werknemer wat op 1 Julie 1978 by 'n werkgewer in diens is vir die verrigting van werk wat in die Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgewer is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus, as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur
Loon A en A1.....	18
Loon AA:	
Werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum.....	16
Werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum.....	16
Werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum.....	16
Loon AB.....	14
Loon B.....	14
Loon C.....	13
Loon D.....	13
Loon DD.....	13
Loon DDD.....	13
Loon E.....	13*
Loon F.....	12*
Loon G.....	12*
Loon H en I.....	11*
Voertuie dryf:	
Binnevervoer (d.w.s. wat nie op openbare paaie gedryf word nie):	
(a) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 500 kg.....	12*
(b) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 3 500 kg en tot en met 13 600 kg.....	13*
(c) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 13 600 kg.....	13
Buitevervoer:	
Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag tot en met die volgende perke te vervoer:	
Tot 1 000 kg.....	12*
Meer as 1 000 kg tot en met 3 000 kg.....	13*
Meer as 3 000 kg.....	13
Werk van 'n wag.....	R4,95*

Per week

(b) Notwithstanding the provisions of subsection (1) (a) the guaranteed personal minimum increase shall not apply to employees in Groups IX, VI, V, IV, III, II and I in Schedule F."

* The amount of the guaranteed personal minimum increase for employees whose scheduled wage is Rate E, F, G, H or I or the monetary equivalent thereof and watchmen includes provision wholly or partially for a contribution which the affected employees will be required to pay to the Metal Industries Group Pension Fund by way of a 5 per cent deduction from their pensionable emoluments on the following basis:

(A)	(B)	(C)
Where the guaranteed minimum increase is—	Guaranteed minimum increase to employee	As contribution to Group Pension Fund
cents per hour	cents per hour	cents per hour
13	8	5
12	8	4
11	7½	3½

Affected employees (including those in receipt of a wage rate which is specified as a monetary amount in the Agreement) who do not qualify for membership of the Metal Industries Group Life and Provident Fund and who are already contributing to a pension fund an amount equal to or in excess of 5 per cent of their pensionable earnings shall be entitled to the guaranteed minimum increase shown in column (B).

Where no such pension contribution is made by the employees, they shall be entitled to the guaranteed minimum increase prescribed in column (A). The employer may deduct from the employee's pensionable emoluments the contribution in terms of the Metal Industries Group Pension Fund Agreement.

For purposes of this Agreement, the rates applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on (incentive bonus work) in terms of section 10 of Part I of this Agreement."

2. SCHEDULE G

(1) In Job 154, for the figures "130" and "139" substitute the figures "145" and "155" respectively.

(2) In Job 164, for the figures "71", "78" and "98" substitute the figures "83", "91" and "111" respectively.

(3) In Job 165, for the figures "74", "78", "106", "119" and "121" substitute the figures "86", "91", "119", "132" and "135" respectively.

(4) In Job 170, for the figure "R27,00" substitute the figure "R31,95".

(5) In Job 183, for the figures "156", "160", "127" and "148" substitute the figures "174", "178", "142" and "165" respectively.

3. SCHEDULE D

(1) *Division D/4*.—In Job 1, for the figures "83", "108", "128" and "136" substitute the figures "93", "120", "143" and "152" respectively.

(2) *Division D/12*.—Under the heading "Probationary periods and rates of pay therefor", for the figure "126" substitute the figure "140".

(3) *Division D/19*.—(a) In Job 32, for the figures "184" and "195" substitute the figures "211" and "224" respectively.

(b) In Jobs 34 and 35 for the figure "61" substitute the figure "73".

(4) *Division D/22*.—(a) In Jobs 71 and 101 to 105 inclusive, for the figure "133" substitute the figure "148".

(b) In Jobs 106 to 108 inclusive, for the figure "94" substitute the figure "107".

(c) In Jobs 109 to 121 inclusive, for the figure "65" substitute the figure "77".

(d) In Jobs 122 to 133 inclusive, for the figure "60" substitute the figure "71".

(5) *Division D/23*.—Under the heading "Probationary periods and rates of pay therefor", for the figures "76" and "68" substitute the figures "87" and "79" respectively.

(6) *Division D/24*.—In Job 5, for the figure "136" substitute the figure "152".

4. SCHEDULE E

Division E/2.—In Job 6, for the figure "R1,33" substitute the figure "R1,48" wherever it occurs.

5. SCHEDULE F

(1) In Job 1, for the figure R2,18" substitute the figure "R2,50".

(2) In Jobs 2 and 3 for the figure "R1,57" substitute the figure "R1,75".

(b) Ondanks subklousule (1) (a), is die gewaarborgde persoonlike minimum verhoging nie van toepassing op werknemers in Groepe IX, VI, V, IV, III, II en I in Bylae F nie."

* Die bedrag van die gewaarborgde persoonlike minimum verhoging vir werknemers wie se gelyste lone Loon E, F, G, H of I of die geldelike ekwivalent daarvan is en vir wate sluit volle of gedeeltelike voorsiening in vir 'n bydrae wat die werknemers wat daardeur geraak word by wyse van 'n afrekkings van 5 persent van hul pensioengewende besoldiging op die volgende grondslag aan die Groepspensioenfonds vir die Metaalnywerhede sal moet betaal:

(A)	(B)	(C)
Waar die gewaarborgde minimum verhoging die volgende is—	Gewaarborgde minimum verhoging aan werknemer	As bydrae tot Groeps pensioenfonds
sent per uur	sent per uur	sent per uur
13	8	5
12	8	4
11	7½	3½

Werknemers wat hierdeur geraak word (met inbegrip van diegene wat 'n loon ontvang wat in die Ooreenkoms as 'n geldelike bedrag aangedui word) wat nie vir lidmaatskap van die Groeplewe- en voorsorgfonds vir die Metaalnywerhede in aanmerking kom nie en wat reeds 'n bedrag gelyk aan of meer as 5 persent van hul pensioengewende verdienstes bydra tot 'n pensioenfonds, is geregtig op die gewaarborgde minimum verhoging in kolom (B) aangedui.

Waar die werknemer geen sodanige pensioenbydrae maak nie, is hy geregtig op die gewaarborgde minimum verhoging in kolom (A) voorgeskryf.

Die werkgever kan die bydrae ingevolge die Groeps pensioenfonds-ooreenkoms vir die Metaalnywerhede van die werknemer se pensioengewende besoldiging afrek.

Vir die toepassing van hierdie Ooreenkoms is die lone wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat aansporingsbonuswerk ooreenkomstig klousule 10 van Deel I van hierdie Ooreenkoms verrig."

2. BYLAE G

(1) In Item 154 vervang die syfers "130" en "139" deur onderskeidelik die syfers "145" en "155".

(2) In Item 164, vervang die syfers "71", "78" en "98" deur onderskeidelik die syfers "83", "91" en "111".

(3) In Item 165, vervang die syfers "74", "78", "106", "119", en "121" deur onderskeidelik die syfers "86", "91", "119", "132", en "135".

(4) In Item 170, vervang die syfer "R27,00" deur die syfer "R31,95".

(5) In Item 183, vervang die syfers "156", "160", "127" en "148" deur onderskeidelik die syfers "174", "178", "142" en "165".

3. BYLAE D

(1) *Afdeling D/4*.—In Item 1, vervang die syfers "83", "108", "128" en "136" deur onderskeidelik die syfers "93", "120", "143" en "152".

(2) *Afdeling D/12*.—Onder die opskrif "Proeftydperke en lone daarvoor", vervang die syfer "126" deur die syfer "140".

(3) *Afdeling D/19*.—(a) In Item 32, vervang die syfers "184" en "195" deur onderskeidelik die syfers "211" en "224".

(b) In Items 34 en 35, vervang die syfer "61" deur die syfer "73".

(4) *Afdeling D/22*.—(a) In Items 71 en 101 tot en met 105 vervang die syfer "133" deur die syfer "148".

(b) In Items 106 tot en met 108, vervang die syfer "94" deur die syfer "107".

(c) In Items 109 tot en met 121, vervang die syfer "65" deur die syfer "77".

(d) In Items 122 tot en met 133, vervang die syfer "60" deur die syfer "71".

(5) *Afdeling D/23*.—Onder die opskrif "Proeftydperke en lone daarvoor", vervang die syfers "76" en "68" deur onderskeidelik die syfers "87" en "79".

(6) *Afdeling D/24*.—In Item 5, vervang die syfer "136" deur die syfer "152".

4. BYLAE E

Afdeling E/2.—In Item 6 vervang die syfer "R1,33", oral waar dit voorkom, deur die syfer "R1,48".

5. BYLAE F

(1) In Item 1, vervang die syfer "R2,18" deur die syfer "R2,50".

(2) In Items 2 en 3, vervang die syfer "R1,57" deur die syfer "R1,75".

6. SECTION 2.—TABLE OF WAGE RATES

(1) Substitute the following subsection for subsection (1):

“(1) Wage rates applicable throughout this Agreement (n.e.s.):

Rate classification	Rate per hour R
Rate A and A1.....	2,50
Rate AA.....	1,97
After six months' continuous employment with the same employer, inclusive of continuous employment on 1 July 1978.....	2,02
After 12 months' continuous employment with the same employer, inclusive of continuous employment on 1 July 1978.....	2,10
Rate AB.....	1,83
Rate B.....	1,75
Rate C.....	1,70
Rate D.....	1,65
Rate DD.....	1,27
Rate DDD.....	1,05
Rate E.....	0,96
Rate F.....	0,83
Rate G.....	0,75
Rate H.....	0,70
Rate I.....	0,70”.

(2) Delete subsection (2).

Signed at Johannesburg for an on behalf of the parties on this the 6th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1320

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—RENEWAL OF AGREEMENTS

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices—

(a) R. 1436 of 4 September 1970, R. 1567 of 10 September 1971, R. 2146 of 1 December 1972, R. 390 of 16 March 1973, R. 2072 of 2 November 1973, R. 1323 of 2 August 1974, R. 1010 of 23 May 1975, R. 1522 of 27 August 1976 and R. 1688 of 26 August 1977 to be effective for the period ending 30 June 1979; and

(b) R. 2199 of 22 November 1974, R. 1291 of 4 July 1975, R. 2035 of 29 October 1976 and R. 1958 of 23 September 1977 to be effective for the period ending 31 July 1978.

S. P. BOTHA, Minister of Labour.

No. R. 1321

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF AGREEMENT FOR THE RADIO, REFRIGERATION AND DOMESTIC ELECTRICAL APPLIANCES DIVISION

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1

6. KLOUSULE 2.—LOONTABEL

(1) Vervang subklousule (1) deur die volgende subklousule:

“(1) Lone van toepassing oral in hierdie Ooreenkoms (n.e.v.):

Loonindeling	Loon per uur R
Loon A en A1.....	2,50
Loon AA.....	1,97
Na ses maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op 1 Julie 1978.....	2,02
Na 12 maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op 1 Julie 1978.....	2,10
Loon AB.....	1,83
Loon B.....	1,75
Loon C.....	1,70
Loon D.....	1,65
Loon DD.....	1,27
Loon DDD.....	1,05
Loon E.....	0,96
Loon F.....	0,83
Loon G.....	0,75
Loon H.....	0,70
Loon I.....	0,70”.

(2) Skrap subklousule (2).

Soos gemagtig, namens die partye op hede die 6de dag van Junie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1320

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERNUWING VAN OOREENKOMSTE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewings—

(a) R. 1436 van 4 September 1970, R. 1567 van 10 September 1971, R. 2146 van 1 Desember 1972, R. 390 van 16 Maart 1973, R. 2072 van 2 November 1973, R. 1323 van 2 Augustus 1974, R. 1010 van 23 Mei 1975, R. 1522 van 27 Augustus 1976 en R. 1688 van 26 Augustus 1977 van krag is vir die tydperk wat op 30 Junie 1979 eindig; en

(b) R. 2199 van 22 November 1974, R. 1291 van 4 Julie 1975, R. 2035 van 29 Oktober 1976 en R. 1958 van 23 September 1977 van krag is vir die tydperk wat op 31 Julie 1978 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 1321

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN OOREENKOMS VIR DIE AFDELING RADIO, VERKOELINGS- EN HUISHOUDELIKE ELEKTRIESE TOESTELLE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op

July 1978 and for the period ending 30 June 1979, upon the employers' organisation and the trade union which entered into the Amending 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 Amending Agreement, excluding those contained in clause 2 of Part II, shall be binding, with effect from 1 July 1978 and for the period ending 30 June 1979, 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 Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from 1 July 1978 and for the period ending 30 June 1979, the provisions of the Amending Agreement, excluding those contained in clause 2 of Part II, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries 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.

S. P. BOTHA, Minister of Labour.

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 by and between the Radio, Appliance and Television Association of South Africa (hereinafter referred to as the "employers" or the "employers' organisation") 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,

to amend the Agreement for the Radio, Refrigeration and Domestic Electrical Appliances Division, published under Government Notice R. 1436 of 4 September 1970, as amended and renewed by Government Notices R. 1567 of 10 September 1971, R. 2143 and R. 2146 of 1 December 1972, R. 390 of 16 March 1973, R. 2072 of 2 November 1973, R. 1322 and R. 1323 of 2 August 1974, R. 1010 of 23 May 1975, R. 1521 and R. 1522 of 27 August 1976, R. 1159 of 24 June 1977, R. 1442 of 29 July 1977, R. 1688 of 26 August 1977 and R. 160 of 27 January 1978, as follows:

PART I

1. SECTION 1.—SCOPE OF APPLICATION OF AGREEMENT

Delete subsection (4) of this section.

2. SECTION 3.—DEFINITIONS

Substitute the following for the definition of "Main Agreement":

"'Main Agreement' means the Agreement published under Government Notice R. 1112 of 2 June 1978, and includes any amendment thereto or extension thereof."

3. SECTION 4.—WAGES AND/OR EARNINGS

(1) Substitute the following for subsection (1):

"(1) Every employee who on 1 July 1978 is employed by an employer on work classified in this Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving

30 Junie 1979 eindig, bindend is vir die werkgewers-organisatie en die vakvereniging wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 2 van Deel II, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 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 provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 2 van Deel II, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 eindig, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

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

OOREENKOMS

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

Radio, Appliance and Television Association of South Africa

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

S.A. Electrical Workers' Association

(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,

om die Ooreenkoms vir die Afdeling Radio-, Verkoelings- en Huishoudelike Elektriese Toestelle, gepubliseer by Goewermentskennisgewing R. 1436 van 4 September 1970, soos gewysig en hiernieu by Goewermentskennisgewings R. 1567 van 10 September 1971, R. 2143 en R. 2146 van 1 Desember 1972, R. 390 van 16 Maart 1973, R. 2072 van 2 November 1973, R. 1322 en R. 1323 van 2 Augustus 1974 en R. 1010 van 23 Mei 1975 R. 1521 en R. 1522 van 27 Augustus 1976, R. 1159 van 24 Junie 1977, R. 1442 van 29 Julie 1977, R. 1688 van 26 Augustus 1977 en R. 160 van 27 Januarie 1978, soos volg te wysig:

DEEL I

1. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

Skrap subklousule (4) van hierdie klousule.

2. KLOUSULE 3.—WOORDOMSKRYWINGS

Vervang die omskrywing "Hofooreenkoms" deur die volgende omskrywing:

"'Hofooreenkoms' die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1112 van 2 Junie 1978, en omvat dit alle wysigings en verlengings daarvan."

3. KLOUSULE 4.—LONE EN/OF VERDIENSTE

(1) Vervang subklousule (1) deur die volgende:

"(1) Elke werknemer wat op 1 Julie 1978 by 'n werkgewer in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike tarief van besoldiging onmiddellik voor vermelde datum hoër was as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, al dan nie, minstens die werklike tarief van besoldiging betaal word wat hy

immediately prior to the said plate, plus, as a guaranteed personal minimum increase, an additional amount for his class of work, as follows:

Class of work	Amount per hour
Rate A.....	18
Rate AA:	
Employees in their first six months of continuous service on the above date.....	16
Employees in their second six months of continuous service on the above date.....	16
Employees with more than 12 months' continuous service on the above date.....	16
Rate D.....	13
Rate DD.....	13
Rate DDD.....	13
Rate F.....	12*
Rate G.....	12*
Rate I.....	11*

* The amount of the guaranteed personal minimum increase for employees whose scheduled wage is Rate F, G or I or the monetary equivalent thereof includes provision wholly or partially for a contribution which the affected employees will be required to pay to the Metal Industries Group Pension Fund by way of a 5 per cent deduction from their pensionable emoluments on the following basis:

(A) Where the guaranteed personal minimum increase is	(B) Guaranteed minimum increase to employee	(C) As contribution to Group Pension Fund
12c per hour.....	8c per hour.....	4c per hour.
11c per hour.....	7½c per hour.....	3½c per hour.

Affected employees who do not qualify for membership of the Metal Industries Group Life and Provident Fund and who are already contributing to a pension fund an amount equal to or in excess of 5 per cent of the pensionable earnings shall be entitled to the guaranteed minimum increase shown in column (B).

Where no such pension contribution is made by the employees, they shall be entitled to the guaranteed minimum increase prescribed in column (A). The employer may deduct from the employee's pensionable emoluments the contribution in terms of the Metal Industries Group Pension Fund Agreement.

For purposes of this Agreement, the rates applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed in 'incentive bonus work' in terms of section 10 of Part I of the Main Agreement."

(2) In subsection (3), for the rates per hour specified in the wage schedule substitute the following:

	R
"Rate A.....	2,50
Rate AA.....	1,97
After six months of continuous employment with the same employer, inclusive of continuous employment on 1 September 1977.....	2,02
After 12 months of continuous employment with the same employer, inclusive of continuous employment on 1 September 1977.....	2,10
Rate D.....	1,65
Rate DD.....	1,27
Rate DDD.....	1,05
Rate F.....	0,83
Rate G.....	0,75
Rate I.....	0,70."

PART II

1. Substitute the following for subclause (1) (a) of Part II:

"(a) Sections 3, 4, 5, 7, 8 (1), (2), (3) (a), (b), (c), (d), (f), (g) and (h) and (4), 9, 10, 11, 12, 13, 14, 15, 16 (A), 17, 18, 20, 21, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34 and 35 of Part I, all the provisions of Part II, section 1 (4) of Part III and subsection (ix) of section (a)—General of Schedule G."

2. Substitute the following for subclause (1) (b) of Part II:

"(b) Sections 8 (3) (e), 8bis, 23 [excluding subsection (2) thereof] and 28 of Part I."

Signed at Johannesburg on behalf of the parties this 8th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

onmiddellik voor vermelde datum ontvang het, plus, as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur
Tarief A.....	18
Tarief AA:	
Werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum.....	16
Werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum.....	16
Werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum.....	16
Tarief D.....	13
Tarief DD.....	13
Tarief DDD.....	13
Tarief F.....	12*
Tarief G.....	12*
Tarief I.....	11*

* Die bedrag van die gewaarborgde persoonlike minimum verhoging vir werknemers wie se gelyste lone Loon F, G of I of die geldelike ekwivalent daarvan is, sluit volle of gedeeltelike voorsiening in vir 'n bydrae wat die werknemers wat daardeur geraak word by wyse van 'n aftrekking van 5 persent van hul pensioengewende besoldiging op die volgende grondslag aan die Groeps pensioenfonds vir die Metaalnywerhede sal moet betaal:

(A) Waar die gewaarborgde persoonlike minimum verhoging die volgende is	(B) Gewaarborgde minimum verhoging aan werknemer	(C) As bydrae tot Groeps pensioenfonds
12c per uur.....	8c per uur.....	4c per uur.
11c per uur.....	7½c per uur.....	3½c per uur.

Werknemers wat hierdeur geraak word en wat nie vir lidmaatskap van die Groeplewe- en -Voorsorgfonds vir die Metaalnywerhede in aanmerking kom nie en wat reeds 'n bedrag gelyk aan of meer as 5 persent van hul pensioengewende verdienstes bydra tot 'n pensioenfonds is geregtig op die gewaarborgde minimum verhoging in kolom (B) aangedui.

Waar die werknemer geen sodanige pensioenbydrae maak nie, is hy geregtig op die gewaarborgde minimum verhoging in kolom (A) voorgeskryf.

Die werkgever kan die bydrae ingevolge die Groeps pensioenfonds-ooreenkoms vir die Metaalnywerhede van die werknemer se pensioengewende besoldiging aftrek.

Vir die toepassing van hierdie Ooreenkoms is die loon wat ingevolge hierdie subklousule van toepassing is *mutatis mutandis* van toepassing op werknemers wat 'aansporingsbonuswerk' ingevolge klousule 10 van Deel I van die Hoofdooreenkoms verrig."

(2) In subklousule (3), vervang die uurlone in die loonstaat gespesifiseer deur die volgende:

	R
"Tarief A.....	2,50
Tarief AA.....	1,97
Na ses maande ononderbroke diens by dieselfde werknemer, met inbegrip van ononderbroke diens op 1 September 1977.....	2,02
Na 12 maande ononderbroke diens by dieselfde werknemer, met inbegrip van ononderbroke diens op 1 September 1977.....	2,10
Tarief D.....	1,65
Tarief DD.....	1,27
Tarief DDD.....	1,05
Tarief F.....	0,83
Tarief G.....	0,75
Tarief I.....	0,70."

DEEL II

1. Vervang subklousule (1) (a) van Deel II deur die volgende:

"(a) Klousules 3, 4, 5, 7, 8 (1), (2), (3) (a), (b), (c), (d), (f), (g) en (h) en (4), 9, 10, 11, 12, 13, 14, 15, 16 (A), 17, 18, 20, 21, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34 en 35 van Deel I, al die bepalings van Deel II, klousule 1 (4) van Deel III en subseksie (ix) van seksie (a)—Algemeen van Bylae G."

2. Vervang subklousule (1) (b) van Deel II deur die volgende:

"(b) Klousules 8 (3) (e), 8bis, 23 [uitgesonderd subklousule (2) daarvan] en 28 van Deel I."

Namens die partye op hede die 8ste dag van Junie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1322

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF METAL INDUSTRIES MEDICAL AID FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 30 November 1980, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

S. P. BOTHA, Minister of Labour.

SCHEDULE
AGREEMENT

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

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. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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,

No. R. 1322

23 June 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN MEDIESE HULPFONDSDOORENKOMS VIR DIE METAAL NYWERHEDE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 November 1980 eindig, bindend is vir die werkgewers-organisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

DOORENKOMS

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

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 Manufacturer's 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. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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,

to amend the Metal Industries Medical Aid Fund Agreement published under Government Notice R. 2187 of 21 November 1975, as amended, by Government Notices R. 2031 of 29 October 1976, R. 2514 of 24 December 1976 and R. 1961 of 23 September 1977 as follows:

1. SECTION 3.—DEFINITIONS

In the definition of "employee"—

- (1) for the figure "92c" substitute the figure "R1,05";
- (2) for the figure "R1,48" substitute the figure "R1,65";
- (3) for the figure "R66,60" substitute the figure "R74,25";
- (4) for the figure "R288 60" substitute the figure "R321,75".

2. SECTION 9.—CONTRIBUTIONS

In subsection (2)—

- (1) for the figure "92c" substitute the figure "R1,05";
- (2) for the figure "R41,40" substitute the figure "R47,25";
- (3) for the figure "R179,40" substitute the figure "R204,75".

Signed at Johannesburg for and on behalf of the parties on this 6th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1323

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF ENGINEERING AND ALLIED INDUSTRIES EMPLOYEES MEDICAL AID FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 16 February 1980, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions.

S. P. BOTHA, Minister of Labour.

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 by and between the

Association of Electric 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. Agricultural and Irrigation Machinery Manufacturers' Association

om die Mediese Hulpfondsooreenkoms vir die Metaalnywerheid gepubliseer by Goewermentskennisgewing R. 2187 van 21 November 1975, soos gewysig by Goewermentskennisgewings R. 2031 van 29 Oktober 1976, R. 2514 van 24 Desember 1976 en R. 1961 van 23 September 1977 soos volg te wysig:

1. KLOUSULE 3.—WOORDOMSKRYWING

In die omskrywing van "werknemer"—

- (1) vervang die syfer "92c" deur die syfer "R1,05";
- (2) vervang die syfer "R1,48" deur die syfer "R1,65";
- (3) vervang die syfer "R66,60" deur die syfer "R74,25";
- (4) vervang die syfer "R288,60" deur die syfer "R321,75".

2. KLOUSULE 9.—BYDRAES

In subklousule (2)—

- (1) vervang die syfer "92c" deur die syfer "R1,05";
- (2) vervang die syfer "R41,40" deur die syfer "R47,25";
- (3) vervang die syfer "R179,40" deur die syfer "R204,75".

Namens die partye op hede die 6de dag van Junie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1323

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN MEDIESE HULPFONDSDOOREENKOMS VIR WERKNEMERS IN DIE INGENIEURS- EN AANVERWANTE NYWERHEDE

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het met ingang van 1 Julie 1978 en vir die tydperk wat op 16 Februarie 1980 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NATIONALE NYWERHEIDSVERSOENINGRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

OOREENKOMS

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

Association of Electric 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. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
 S.A. Burglar Alarm Systems Association
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Production Founders' Association
 S.A. Radio Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 Transvaal and Orange Free State Foundry Association
 (hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the

Electrical and Allied Trades Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
 (hereinafter referred to as the "employees" or the "trade unions"), of the other part,

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

to amend the Engineering and Allied Industries Employees Medical Aid Fund Agreement, published under Government Notice R. 202 of 7 February 1975, as amended by Government Notices R. 1868 of 3 October 1975, R. 2033 of 29 October 1976, R. 1963 of 23 September 1977 and R. 2263 of 4 November 1977, as follows:

1. SECTION 3.—DEFINITIONS

In the definition of "employee", for the figure "92c" substitute the figure "R1,05".

2. SECTION 6.—MEMBERSHIP

In subsection (1) in definition of "unscheduled employee"—

- (1) for the figure "92c" substitute the figure "R1,05";
- (2) for the figure "R41,40" substitute the figure "R47,25";
- (3) for the figure "R179,40" substitute the figure "R204,75".

Signed at Johannesburg for and on behalf of the parties on this 6th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1324

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF GROUP LIFE AND PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 1 June 1980, upon the employers organisations and the trade unions which entered into the Amending 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 Amending Agreement shall be binding, with effect from 1 July 1978 and for the period ending 1 June 1980, 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, excluding the port and settlement of Walvis Bay.

S. P. BOTHA, Minister of Labour.

S.A. Association of Shipbuilders and Repairers
 S.A. Burglar Alarm Systems Association
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Production Founders' Association
 S.A. Radio Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association
 Transvaal and Orange Free State Foundry Association

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

Electrical and Allied Trades Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Radio, Television, Electronics and Allied Workers' Union
 S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

(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,

om die Mediese Hulpfondsooreenkoms vir Werknemers in die Ingenieurs- en Aanverwante Nywerhede, gepubliseer by Goewermentskennisgewing R. 202 van 7 Februarie 1975, soos gewysig by Goewermentskennisgewings R. 1868 van 3 Oktober 1975, R. 2033 van 29 Oktober 1976, R. 1963 van 23 September 1977 en R. 2263 van 4 November 1977 soos volg te wysig:

1. KLOUSULE 3.—WOORDOMSKRYWING

In die omskrywing van "werknemer", vervang die syfer "92c" deur die syfer "R1,05".

2. KLOUSULE 6.—LIDMAATSKAP

In subklausule (1), in die omskrywing van "onigelyste werknemer"—

- (1) vervang die syfer "92c" deur die syfer "R1,05";
- (2) vervang die syfer "R41,40" deur die syfer "R47,25";
- (3) vervang die syfer "R179,40" deur die syfer "R204,75".

Namens die partye op hede die 6de dag van Junie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1324

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN GROEPSLEWE- EN VOORSORGFONDSSOORENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op 1 Junie 1980 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms 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 die Wysigingsooreenkoms met ingang van 1 Julie 1978 en vir die tydperk wat op 1 Junie 1980 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 in genoemde Nywerhede in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai.

S. P. BOTHA, 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 by and 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. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Radio Manufacturers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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,

to amend the Group Life and Provident Fund Agreement, published under Government Notice R. 949 of 16 May 1975, as amended by Government Notices R. 2030 of 29 October 1976 and R. 1962 of 23 September 1977, as follows:

1. SECTION 3.—DEFINITIONS

In the definition of "employee"—

- (1) for the figure "92c" substitute the figure "R1,05";
- (2) for the figure "R1,48" substitute the figure "R1,65";
- (3) for the figure "R66,60" substitute the figure "R74,25";
- (4) for the figure "R288,60" substitute the figure "R321,75".

2. SECTION 5.—CONTRIBUTIONS

In subsection (3), for the figure "92c" substitute the figure "R1,05".

Signed at Johannesburg on behalf of the parties on this 6th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

BYLAE

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

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen 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. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Radio Manufacturers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

om die Groepslewe- en Voorsorgfondsooreenkom, gepubliseer by Goewermentskennisgewing R. 949 van 16 Mei 1975, soos gewysig by Goewermentskennisgewings R. 2030 van 29 Oktober 1976 en R. 1962 van 23 September 1977 soos volg te wysig:

1. KLOUSULE 3.—WOORDOMSKRYWING

In die omskrywing van "werknemer"—

- (1) vervang die syfer "92c" deur die syfer "R1,05";
- (2) vervang die syfer "R1,48" deur die syfer "R1,65";
- (3) vervang die syfer "R66,60" deur die syfer "R74,25";
- (4) vervang die syfer "R288,60" deur die syfer "R321,75".

2. KLOUSULE 5.—BYDRAES

In subklousule (3), vervang die syfer "92c" deur die syfer "R1,05".

Namens die partye op hede die 6de van Junie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1325

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF SICK PAY FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 30 November 1980, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the part and settlement of Walvis Bay, and with effect from 1 July 1978 and for the period ending 30 November 1980, the provisions of the Amending Agreement, excluding those contained in Part II, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries 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.

S. P. BOTHA, Minister of Labour.

SCHEDULE

AGREEMENT

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

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. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
Transvaal and Orange Free State Foundry Association

No. R. 1325

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER- STAAL-, INGENIEURS EN METALLURGIESE NYWERHEID.—WYSIGING VAN SIEKTEBYSTANDSFONDSOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs en Metallurgiese Nywerheid- betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 November 1980 eindig, bindend is vir die werkgeversorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgevers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in Deel II, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 November 1980 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgevers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgevers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

OOREENKOMS

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

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
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Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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,

to amend the Sick Pay Fund Agreement, published under Government Notice R. 8 of 6 January 1978, as follows:

PART II

SCHEME A

1. SECTION 1.—MEMBERSHIP

(1) In subsection (1) (a), for the figure "92c" substitute the figure "R1,05";

(2) in subsection (1) (c), for the figures "R1,48", "R66,60" and "R288,60" substitute the figures "R1,65", "R74,25" and "R321,75" respectively;

(3) in subsection (2), for the figures "92c", "R41,40" and "R179,40" substitute the figures "R1,05", "R47,25" and "R204,75" respectively.

2. SECTION 2.—CONTRIBUTIONS

Substitute the following for subsection (1):

"(1) Every employer shall each week deduct from the wages of each of his employees who fall within the provisions of this Part of the Agreement the amount indicated for an employee of that wage group in the following table:

Wage group per week	Amount per week
Over R114.....	26
Over R90 and up to R114.....	24
Over R75 and up to R90.....	22
Over R58 and up to R75.....	19
R58 and under.....	14".

3. SECTION 3.—SICK PAY BENEFITS

Substitute the following for subsection (1):

"(1) Subject to section 15 (4) of Part I sick pay benefits shall be payable to members as follows:

Actual wage group per week	Sick pay benefits		
	1st to 4th week	5th to 18th week	19th to 30th week
	Per week	Per week	Per week
Over R114.....	R 45	R 46	R 49
Over R90 and up to R114.....	41	42	45
Over R75 and up to R90.....	34	35	38
Over R58 and up to R75.....	29	30	32
R58 and under.....	24	25	27".

PART III

SCHEME B

1. SECTION 2.—CONTRIBUTIONS

Substitute the following for subsection (1):

"(1) Every employer shall each week deduct from the wages of each of his employees who fall within the provisions of this Part of the Agreement the amount indicated for an employee of that wage group in the following table:

Wage group per week	Amount per week
Over R114.....	26
Over R90 and up to R114.....	24
Over R75 and up to R90.....	22
Over R58 and up to R75.....	19
Over R52 and up to R58.....	14
Over R42 and up to R52.....	12
R42 and under.....	10".

(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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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,

om die Siektebystandsfondsooreenkoms gepubliseer by Goewermentskennisgewing R. 8 van 6 Januarie 1978 soos volg te wysig:

DEEL II

SKEMA A

1. KLOUSULE 1.—LIDMAATSKAP

(1) In subklousule (1) (a), vervang die syfer "92c" deur die syfer "R1,05";

(2) in subklousule (1) (c), vervang die syfers "R1,48", "R66,60" en "R288,60" deur onderskeidelik die syfers "R1,65", "R74,25" en "R321,75";

(3) in subklousule (2), vervang die syfers "92c", "R41,40" en "R179,40" deur onderskeidelik die syfers "R1,05", "R47,25" en "R204,75".

2. KLOUSULE 2.—BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgever moet iedere week van die loon van elkeen van sy werknemers op wie hierdie Deel van die Ooreenkoms van toepassing is die bedrag aftrek wat in onderstaande tabel vir 'n werknemer van daardie loongroep aangedui word:

Loongroep per week	Bedrag per week
Oor R114.....	26
Oor R90 en tot R114.....	24
Oor R75 en tot R90.....	22
Oor R58 en tot R75.....	19
R58 en minder.....	14".

3. KLOUSULE 3.—BETALING VAN SIEKTEBYSTAND

Vervang subklousule (1) deur die volgende:

"(1) Behoudens klousule 15 (4) van Deel I, is siektebystand soos volg aan lede betaalbaar:

Werklike loongroep per week	Siektebystand		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	Per week	Per week	Per week
Oor R114.....	R 45	R 46	R 49
Oor R90 en tot R114.....	41	42	45
Oor R75 en tot R90.....	34	35	38
Oor R58 en tot R75.....	29	30	32
R58 en minder.....	24	25	27".

DEEL III

SKEMA B

1. KLOUSULE 2.—BYDRAES

Vervang subklousule (1) deur die volgende:

"(1) Elke werkgever moet iedere week van die loon van elkeen van sy werknemers op wie hierdie Deel van die Ooreenkoms van toepassing is, die bedrag aftrek wat in onderstaande tabel vir 'n werknemer van daardie loongroep aangedui word:

Loongroep per week	Bedrag per week
Oor R114.....	26
Oor R90 en tot R114.....	24
Oor R75 en tot R90.....	22
Oor R58 en tot R75.....	19
Oor R52 en tot R58.....	14
Oor R42 en tot R52.....	12
R42 en minder.....	10".

2. SECTION 3.—SICK PAY BENEFITS

Substitute the following for subsection (1):

"(1) Subject to section 15 (4) of Part I sick pay benefits shall be payable to members as follows:

Actual wage group per week	Sick pay benefit		
	1st to 4th week	5th to 18th week	19th to 30th week
	Per week	Per week	Per week
Over R114.....	R 45	R 46	R 49
Over R90 and up to R114.....	41	42	45
Over R75 and up to R90.....	34	35	38
Over R58 and up to R75.....	29	30	32
Over R52 and up to R58.....	24	25	27
Over R42 and up to R52.....	16	17	18
R42 and under.....	11	12	13".

3. SECTION 4.—FUNERAL BENEFITS

Substitute the following for this section:

"Subject to section 15 (4) of Part I at death of a member entitled to benefit from the Fund, a funeral benefit shall be payable to the surviving spouse or to such person as the Management Committee may consider entitled to receive the benefit, on production of such proof of death of the employee as the Management Committee may from time to time prescribe or require.

The funeral benefit payable in terms hereof shall be as follows:

Actual wage group per week	Funeral benefit
Over R47.....	R350
R47 and under.....	R200".

Signed at Johannesburg on behalf of the parties on this the 6th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1326

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF ADMINISTRATION EXPENSES AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) in which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 31 January 1983, upon the employers organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from 1 July 1978 and for the period ending 31 January 1983, 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, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from 1 July 1978 and for the period ending 31 January

2. KLOUSULE 3.—BETALING VAN SIEKTEBYSTAND

Vervang subklousule (1) deur die volgende:

"(1) Behoudens klousule 15 (4) van Deel I, is siektebystand soos volg aan lede betaalbaar:

Werklike loongroep per week	Siektebystand		
	1ste tot 4de week	5de tot 18de week	19de tot 30ste week
	Per week	Per week	Per week
Oor R114.....	R 45	R 46	R 49
Oor R90 en tot R114.....	41	42	45
Oor R75 en tot R90.....	34	35	38
Oor R58 en tot R75.....	29	30	32
Oor R52 en tot R58.....	24	25	27
Oor R42 en tot R52.....	16	17	18
R42 en minder.....	11	12	13".

3. KLOUSULE 4.—BEGRAFNISBYSTAND

Vervang die klousule deur die volgende:

"Indien 'n lid wat geregtig is op bystand uit die Fonds te sterwe kom, is, behoudens klousule 15 (4) van Deel I, begrafnisbystand by indiening van sodanige bewys van afsterwe van die werknemer as wat die Bestuurskomitee van tyd tot tyd mag voorskryf of vereis, betaalbaar aan die langsliewende gade of aan sodanige persoon as wat na die Bestuurskomitee se oordeel op die bystand geregtig is.

Die begrafnisbystand betaalbaar ingevolge hiervan is soos volg:

Werklike loongroep per week	Begravnisbystand
Oor R47.....	R350
R47 en minder.....	R200".

Namens die partye op hede die 6de dag van Junie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1326

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN ADMINISTRASIEFONDS-OOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op 31 Januarie 1983 eindig, bindend is vir die werkgewers organisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van 1 Julie 1978 en vir die tydperk wat op 31 Januarie 1983 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, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van 1 Julie 1978 en vir die tydperk wat op 31 Januarie 1983 eindig, in die Republiek van Suid-Afrika, uit-

1983, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries 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.

S. P. BOTHA, Minister of Labour.

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 by and between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' 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)
Ferro Alloy Producers' Association
Fire Protection Industries' Association of South Africa
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
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Air Conditioning Equipment Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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,

gesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede by dié werkgewers vir wie enigteen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

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

OOREENKOMS

ingevoelge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' 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)
Ferro Alloy Producers' Association
Fire Protection Industries' Association of South Africa
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
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Air Conditioning Equipment Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association
Transvaal and Orange Free State Foundry Association

(hierna die "werkgewers" of die "werkgewersverenigings" 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 of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics 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
S.A. 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,

to amend the Administration Expenses Agreement, published under Government Notice R. 158 of 27 January 1978, as follows:

SECTION 4.—CONTRIBUTIONS

In subsection (4) for the figure "92c" substitute the figure "R1,05".

Signed at Johannesburg on behalf of the parties on this 6th day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1327

23 June 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF ISPA SUB-GROUP AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from 1 July 1978 and for the period ending 30 June 1979, upon the employers' organisation and the trade unions which entered into the Amending Agreement and upon Dunswart Iron and Steel Works Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals Limited, George Stott & Co. (Pty) Ltd and Cape Town Iron and Steel Works (Pty) Ltd, who are members of the said organisation and their employees who are members of the said unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from 1 July 1978 and for the period ending 30 June 1979, 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 areas occupied by Dunswart Iron and Steel Works Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals Limited, George Stott & Co. (Pty) Ltd and Cape Town Iron and Steel Works (Pty) Ltd, in the Magisterial Districts of Benoni, Durban, Germiston, Johannesburg and Kuils River; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from 1 July 1978 and for the period ending 30 June 1979, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industries 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.

S. P. BOTHA, Minister of Labour.

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 by and between the

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

om die Administrasiefondsooreenoms gepubliseer by Goewermentskennisgewing R. 158 van 27 Januarie 1978 soos volg te wysig:

KLOUSULE 4.—BYDRAES

In subklousule (4), vervang die syfer "92c" deur die syfer "R1,05".

Namens die partye op hede die 6de dag van Junie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KRIKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1327

23 Junie 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN ISPA-SUB-GROEPOOREENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956 dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir Dunswart Iron and Steel Works Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals Limited, George Stott & Co. (Pty) Ltd en Cape Town Iron and Steel Works (Pty) Ltd, wat lede van genoemde organisasie is en hul werknemers wat lede van genoemde verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 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 in genoemde Nywerhede in die gebiede geokkupeer deur Dunswart Iron and Steel Works Limited, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals Limited, George Stott & Co. (Pty) Ltd en Cape Town Iron and Steel Works (Pty) Ltd, in die landdrosdistrikte Benoni, Durban, Germiston, Johannesburg en Kuilsrivier; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van 1 Julie 1978 en vir die tydperk wat op 30 Junie 1979 eindig, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerhede 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.

S. P. BOTHA, Minister van Arbeid.

BYLAE

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

OOREENKOMS

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

Iron and Steel Producers' Association of South Africa (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, 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', Firemen's and Operators' Association
S.A. 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,

to amend the ISPA Subgroup Agreement, published under
Government Notice R. 1319 of 2 August 1974, as amended and
extended by Government Notices R. 950 of 16 May 1975,
R. 1097 and R. 1098 of 25 June 1976, R. 1158 of 24 June 1977,
R. 1441 van 29 Julie 1977, R. 1685 en R. 1687 van 26 Augustus
1977 and R. 161 of 27 January 1978, as follows:

PART III

Substitute the following table for the existing table:

"Rate classification"	Rate per hour c
Rate F.....	81
Rate G.....	73
Rate H.....	68
Rate I.....	68".

Signed at Johannesburg on behalf of the parties on this 6th
day of June 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

S.A. Engine Drivers', Firemen's and Operators' Association
S.A. 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,

om die ISPA-subgroeppooreenkoms, gepubliseer by Goewerments-
kennisgewing R. 1319 van 2 Augustus 1974, soos gewysig en
verleng by Goewermentskennisgewings R. 950 van 16 Mei 1975,
R. 1097 en R. 1098 van 25 Junie 1976, R. 1158 van 24 Junie 1977,
R. 1441 van 29 Julie 1977, R. 1685 en R. 1687 van 26 Augustus
1977 en R. 161 van 27 Januarie 1978, soos volg gewysig:

DEEL III

Vervang die bestaande tabel deur die volgende tabel:

"Loonindeling"	Loon per uur c
Loon F.....	81
Loon G.....	73
Loon H.....	68
Loon I.....	68".

Namens die partye op hede die 6de dag van Junie 1978 te
Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

BOTHALIA

Bothalia is a medium for the publication of botanical
papers dealing with the flora and vegetation of Southern
Africa. One or two parts of the journal are published
annually.

The following parts are available:

Vol. 3 Part 1 out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 7 Part 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3
Vol. 4 Part 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 8 Part 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Part 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 9 Part 1 1966 R3 2 1967 R3 3 and 4 1969 R6
	Vol. 10 Part 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3

Obtainable from the Director, Division of Agricul-
tural Information, Private Bag X144, Pretoria.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plant-
kundige artikels oor die flora en plantegroei van
Suidelike Afrika. Een of twee dele van die tydskrif word
jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 7 Deel 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3
Vol. 4 Deel 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Vol. 8 Deel 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 5 1950 R3	Supplement
Vol. 6 Deel 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 9 Deel 1 1966 R3 2 1967 R3 3 en 4 1969 R6
	Vol. 10 Deel 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3

Verkrygbaar van die Direkteur, Afdeling Landbou-
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To ensure a

Satisfactory Telephone Service

- Read the special services and other information pages of your directory for useful hints and directions.
- Avoid long conversations.
- Be sure of the number you want before making a call.
- Answer your telephone promptly and speak distinctly.

Om 'n

Bevredigende Telefoondiens

te verseker:

- Lees die nuttige wenke en aanwysings wat op die bladsye in verband met spesiale dienste en oor ander inligting in u telefoongids voorkom.
- Maak u gesprekke so kort moontlik.
- Wees seker dat u die regte nommer het voordat u 'n oproep maak.
- Beantwoord u telefoon onmiddellik en praat duidelik.

Useful hints—

1. Address all mail fully, clearly and without misleading abbreviations.
2. Place your own address on the back of the envelope or wrapper.
3. Do not enclose coins or other hard objects in letters.
4. Send remittances by Postal Order or Money Order.
5. Pack parcels properly, using strong containers and heavy paper. Tie securely.
6. Prepay postage fully.
7. Place postage stamps in the upper right hand corner of the envelope or wrapper.
8. Insure your parcels and register valuable letters. Documents which can only be replaced at considerable cost should preferably be insured.
9. Post early and often during the day. Mail held until the last moment may cause delay.
10. Give your correspondents your correct post office address including your box number where applicable.
11. *A postal address is insufficient when the appropriate postcode is omitted.*

Nuttige wenke—

1. Adresseer alle posstukke volledig, duidelik en sonder misleidende afkortings.
2. Plaas u eie adres agterop die koevert of omslag.
3. Moenie muntstukke of ander harde artikels in briewe insluit nie.
4. Gebruik posorders of poswissels wanneer geld deur die pos gestuur word.
5. Verpak pakkette behoorlik. Gebruik sterk houers en dik papier en bind dit stewig vas.
6. Maak seker dat die posgeld ten volle vooruitbetaal is.
7. Plak die posseëls in die boonste regterhoek van die koevert of omslag.
8. Verseker u pakkette en registreer waardevolle briewe. Dokumente wat slegs teen hoë koste vervang kan word, moet verkieslik verseker word.
9. Pos vroegtydig en dikwels gedurende die dag. Posstukke wat tot op die laaste oomblik teruggehou word kan vertraging veroorsaak.
10. Verstrek u volledige posadres aan u korrespondente asook u posbusnommer waar van toepassing.
11. *'n Posadres is onvoldoende as die toepaslike poskode weggelaat is.*

SOUTHERN CAPE FORESTS AND TREES

by

F. VON BREITENBACH

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