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No. 9584

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER

No. R. 221 8 February 1985

LABOUR RELATIONS ACT, 1956

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

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (5) of the Labour Relations Act, 1956, cancel Government Notices R. 1329 of 29 June 1984, R. 2092 of 21 September 1984, R. 1378 of 1 July 1983, R. 1882 of 31 August 1984, R. 1382 of 1 July 1983, R. 1883 of 31 August 1984, R. 1380 of 1 July 1983, R. 1881 of 31 August 1984, R. 2471 of 11 November 1983, R. 2703 of 7 December 1984, R. 1377 of 1 July 1983, R. 2418 of 4 November 1983, R. 1383 of 1 July 1983, R. 1381 of 1 July 1983, R. 470 of 9 March 1984 and R. 1885 of 31 August 1984, with effect from the second Monday after the date of publication of this notice.

P. T. C. DU PLESSIS, Minister of Manpower.

No. R. 222 8 February 1985

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1985, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAG

No. R. 221 8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek Pieter Theunis Christiaan du Plessis Minister van Mannekrag, trek hierby, kragtens artikel 48 (5) van die Wet op Arbeidsverhoudinge, 1956, Goewermenskennisgewings R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984, R. 1378 van 1 Julie 1983, R. 1882 van 31 Augustus 1984, R. 1382 van 1 Julie 1983, R. 1883 van 31 Augustus 1984, R. 1380 van 1 Julie 1983, R. 1881 van 31 Augustus 1984, R. 2471 van 11 November 1984, R. 2703 van 7 Desember 1984, R. 1377 van 1 Julie 1983, R. 2418 van 4 November 1983, R. 1383 van 1 Julie 1983, R. 1381 van 1 Julie 1983, R. 470 van 9 Maart 1984 en R. 1885 van 31 Augustus 1984, in met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

P. T. C. DU PLESSIS, Minister van Mannekrag.

No. R. 222 8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1985 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) 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 (1) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

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

MAIN AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
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 Association
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
Pressure Vessel Manufacturers' 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. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' 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
Electrical and Allied Workers' 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. Electrical Workers' Association
S.A. Engine Drivers', Firemen's Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie
Steel, Engineering and Allied Workers' Union of South Africa

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1985 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

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

HOOFOOREENKOMS

ingevoelge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangaan tussen die

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
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 Association
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
Pressure Vessel Manufacturers' 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. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' 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
Electrical and Allied Workers 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. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie
Steel, Engineering and Allied Workers' Union of South Africa

(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.

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) 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) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—

(a) installation, repair and servicing of radios and domestic electrical appliances and the manufacture of radios;

(b) the manufacture for sale of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods, specifically adapted and/or designed for production by repetitive processes in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(c) the manufacture of aluminium sheet and/or foil and interrelated operations;

(d) the installation and/or repair and/or maintenance of electrical lifts and escalators;

(e) the production of iron and/or steel ferro-alloys;

(f) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;

(g) tungsten carbide (hard metal) manufacture;

(h) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(i) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;

(j) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;

(k) the manufacture of plumbers' and/or engineers' brassware by means of the gravity die-casting and/or pressure die-casting and/or hot pressing and/or machining;

(l) the undertaking of Union Steel Corporation of South African (Pty) Limited, in the Magisterial District of Vereeniging, Transvaal;

(m) the Locksmithing Trade in the Magisterial District of Benoni, Boksburg, The Cape, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort and Springs;

(n) the production for sale of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

(o) the undertaking of Alusaf (Pty) Ltd in the Magisterial District of Lower Umfolozi;

(p) (i) the manufacture by mass production methods from sheet metal of a gauge not heavier than 2,108 mm of—

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

(ii) the manufacture of plain or lithographed, rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.

For the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packing for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure;

(q) the manufacture from tinplate not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kit, tools and documents, and other lines manufactured principally from such tinplate.

(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. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nederstelling van Walvisbaai, nagekom word;

(b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

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

(a) die installering, herstel en versiening van radio's en huishoudelike elektriese toestelle en die vervaardiging van radio's;

(b) die vervaardiging vir verkoop van standaard snelygereedskap gemaak van sneldraastaal deur middel van installasies en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse in die landdrostrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;

(c) die vervaardiging van aluminiumplaat en/of -foelie en werksaamhede wat in verband daarmee staan;

(d) die installering en/of herstel en/of onderhoud van elektriese hysers en roltrappe;

(e) die produksie van yster en/of staal en/of ysterlegerings;

(f) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die omskrywing van "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel 1 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;

(g) die vervaardiging van wolframkarbid (harde metaal);

(h) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, toestelle en apparaat, of dit van handfotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of enige kombinasie van sodanige beginsels gebruik maak; wat in die eerste plek bedoel is vir gebruik in rekeningkunde- en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;

(i) die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;

(j) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;

(k) die vervaardiging van loodgieters- en/of ingenieursgeelkoperware deur middel van swaartekragvormgiëting en/of drukvormgiëting en/of warmers en/of masjinerie;

(l) die ondernemings van die firma Union Steel Corporation of South Africa (Pty) Limited, in die landdrostrikte Vereeniging, Transvaal;

(m) die Slotmakerybedryf in die landdrostrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;

(n) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse in die landdrostrikte Brits, Germiston, Kempton Park en Pretoria.

(o) die onderneming van Alusaf (Pty) Ltd in die landdrostrikte Lower Umfolozi;

(p) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte nie swaarder as 2,108 mm nie van—

(aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;

(ab) deksels vir bottels, flesses en ander houers;

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoontablette;

(ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaalklompes. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.

Vir die toepassing van subparagrafe (i) (ii) beteken "n houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word;

(q) die vervaardiging uit tinplaat van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

(3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of the section relating to leave pay, additional leave pay and leave bonus of Part I of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for Rate D employees or paid at a rate of not less than R647,40 per month, excluding payment for overtime.

(5) The conditions of employment of watchmen shall be regulated by the provisions of this Agreement except in respect of working hours, which shall be a maximum of 48 hours per week.

2. PERIOD OF OPERATION

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Manpower, in terms of section 48 of the Act, and shall remain in force until 30 June 1985 or such period as may be determined by the Minister.

3. SPECIAL PROVISIONS

The provisions contained in sections 8 (3) (e), 8bis 23 and 28 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, as re-enacted and amended by Government Notices R. 295 of 20 February 1981, R. 880 of 1 May 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 January 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983 and R. 922 of 11 May 1984, R. 1329 of 29 June 1984 and R. 2092 of 21 September 1984, (hereinafter referred to as the former Agreement) shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in clauses 3 to 4 (4), 4 (5) (as amended by clause 5 hereunder), 4 (6) to 8 (3) (d), 8 (3) (f) to 8 (4), 9 to 22, 24 to 27 and 29 to 35 of Part I (as amended by section 5 hereunder) and Part II (as amended by section 6 hereunder) of the former Agreement, shall apply to employers and employees.

5. PART I OF FORMER AGREEMENT

Insert the following after section 35:

36. PROCEDURES FOR THE NEGOTIATION OF AGREEMENTS AND SETTLEMENT OF DISPUTES

(1) This Industrial Council shall within the undertaking, industry, trade or occupation and in the area in respect of which it has been registered, endeavour, by the negotiation of agreements or otherwise, to prevent disputes from arising, and to settle disputes that have arisen or may arise between employers or employers' organisations and employees or trade unions and take such steps as it may think expedient to bring about the regulation or settlement of matters of mutual interest to employers or employers' organisations and employees or trade unions.

(2) For the purpose of complying with the abovementioned provisions of the Labour Relations Act, 1956, the Council shall follow the procedures set out in the Annexure to this Agreement."

6. PART II OF FORMER AGREEMENT

(1) Division D/22.

SHEETMETAL MANUFACTURING DIVISION

(a) In the preamble, substitute the figure "16 mm" for the figure "13 mm".

(b) Substitute the following for Operation 6:

"6. Arc and/or gas welding by hand".

(c) Substitute the following for Operation 18:

"18. Operating press brake to stops and/or jigs and/or length gauges where the stroke is controlled (excluding setting up)".

(d) Substitute the following for Operation 22:

"22. Operating manually operated folding machine and/or hand brake and/or hand folder and/or finger bending brake to marks (excluding setting up)".

(e) Substitute the following for Operation 23:

"23. Operating power driven folding machine to stops and/or jigs and/or fixtures (excluding setting up)".

(f) Substitute the following for Operation 24:

"24. Operating power driven guillotine to stops (excluding setting up)".

(g) Substitute the following for Operation 36:

"36. Operating press brake to stops and/or jigs and/or length gauges where the stroke is not controlled (excluding setting up)".

(2) After Division D/29, add the following as Divisions D/30 and D/31:

(3) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—

(a) vakleerlinge slegs in die mate waarin dit nie onbestaanbaar is nie met die Wet op Mannekragsopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en

(b) kwekelinge wat opgelei word kragtens klousule 30 van die Wet op Mannekragsopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie wet of met voorwaardes daarkragtens vasgestel.

(4) Ondanks die beperkings van die Ooreenkoms tot die werksaamhede daarin gelys, is die bepalinge van die klousules rakende verlofbesoldiging, addisionele verlofbesoldiging en verlofbonus van Deel I van die Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms voorgeskryf word vir Loon D-werknemers of wat besoldig word teen minstens R647,40 per maand, uitgesonderd betaling vir oortydwerk.

(5) Die diensvoorwaardes van 'n wag word ooreenkomstig die bepalinge van hierdie Ooreenkoms gereël, behalwe ten opsigte van werkure, wat hoogstens 48 uur per week is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 30 Junie 1985 of vir sodanige tydperk as wat die Minister mag bepaal.

3. SPESIALE BEPALINGS

Die bepalinge vervat in klousules 8 (3) (e), 8bis 23 en 28 van Deel I van die Ooreenkoms gepubliseer by Goewermementskennisgewing R. 1329 van 27 Junie 1980, soos herbekragtig en gewysig by Goewermementskennisgewings R. 295 van 20 Februarie 1981, R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 922 van 11 Mei 1984, R. 1329 van 29 Junie 1984 en R. 2092 van 21 September 1984 (hierin na verwys as die "Vorige Ooreenkoms") sal van toepassing wees op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalinge vervat in klousules 3 tot 4 (4), 4 (5) (soos gewysig deur klousule 5 hieronder), 4 (6) tot 8 (3) (d), 8 (3) (f) tot 8 (4), 9 tot 22, 24 tot 27 en 29 tot 35 van Deel I (soos gewysig by klousule 6 hieronder) en Deel II (soos gewysig deur klousule hieronder) van die vorige Ooreenkoms, sal op werkgewers en werknemers van toepassing wees.

5. DEEL I VAN VORIGE OOREENKOMS

Voeg die volgende in na klousule 35:

36. PROSEDURES VIR ONDERHANDELINGS EN BESLEGTING VAN DISPUTE

(1) Hierdie Nywerheidsraad sal in die onderneming, nywerheid, bedryf of beroep en in die gebied ten opsigte waarvan hy geregistreer is, streef om deur die totstandbrenging van ooreenkomste of andersins die ontstaan van dispute te voorkom en om dispute wat ontstaan het of kan ontstaan tussen werkgewers of werkgewersorganisasies en werknemers of vakverenigings te besleg en sodanige stappe doen as wat hy raadsaam ag om die reëling of beslegting van aangeleenthede van onderlinge belang vir werkgewers of werkgewersorganisasies en werknemers of vakverenigings teweeg te bring.

(2) Vir die doeleindes van nakoming van bogenoemde bepalinge van die Wet op Arbeidsverhoudinge, 1956, sal die Raad die prosedures soos uiteengesit in die Bylaag tot hierdie Ooreenkoms volg."

6 DEEL II VAN VORIGE OOREENKOMS

(1) Afdeling D/22.

AFDELING VIR DIE VERVAARDIGING VAN PLAATMETAAL

(a) In die voorskrif, vervang die syfer "13 mm" deur die syfer "16 mm".

(b) Vervang die bestaande werksaamheid 6 deur die volgende:

"6. Hand boog- en/of gassweiswerk".

(c) Vervang die bestaande werksaamheid 18 deur die volgende:

"18. Bediening van persrem volgens stuiters en/of setmate en/of lengtemeters, waar die slag beheer is (uitgesonderd die opstel daarvan)".

(d) Vervang die bestaande werksaamheid 22 deur die volgende:

"22. Bediening van 'n hand aangedrewe vou machine en/of handrem en/of handvouer en/of vingerbuigrem volgens merke (uitgesonderd die opstel daarvan)".

(e) Vervang die bestaande werksaamheid 23 deur die volgende:

"23. Bediening van 'n kragaangedrewe voumasjien volgens stuiters en/of setmate en/of setklemme (uitgesonderd die opstel daarvan)".

(f) Vervang die bestaande werksaamheid 24 deur die volgende:

"24. Bediening van 'n kragaangedrewe guillotine volgens stuiters (uitgesonderd die opstel daarvan)".

(g) Vervang die bestaande werksaamheid 36 deur die volgende:

"36. Bediening van 'n persrem volgens stuiters en/of setmate en/of lengtemeters waar die slag nie beheer word nie (uitgesonderd die opstel daarvan)".

(2) Voeg die volgende in as Afdelings D/30 en D/31 na Afdeling D/29:

"DIVISION D/30

BRIGHT BAR MANUFACTURING DIVISION

Rate F	1. Feeding centreless grinding machines including gauging by snap gauges, fixed gauges and/or comparator gauges, including running compensating adjustments under supervision of a Rate C employee, excluding setting up or machine tool setting	
Rate G	2. Operating centreless bar peeling machine including running compensating adjustments under supervision of a Rate C employee, and the removal, cleaning and replacing of positively located pre-set tools on the employee's own type of machine only, including the use of gauges, excluding setting up and/or machine tool setting	Rate per hour for work classified at Rate F in Table of Wage Rates
Rate G	3. Operating and/or feeding a combined coil drawing and/or straightening, cropping and polishing machine including the removal, cleaning and replacing of positively located pre-set dies, and including running compensating adjustments on the employee's own type of machine only, including the use of gauges, under the instruction of a Rate C employee, excluding setting up and/or machine tool setting	Rate per hour for work classified at Rate F in Table of Wage Rates
Rate H	4. Operating cold straight-line draw bench including the removing, cleaning and replacement of positively located pre-set dies and/or grips	Rate per hour for work classified at Rate G in Table of Wage Rates
Rate H	5. Operating round bar and/or section straightening machine	Rate per hour for work classified at Rate G in Table of Wage Rates
Rate I	6. Metal cleaning and lubrication by acid and/or by pickling and/or by rinsing and dipping in coating bath	Rate per hour for work classified at Rate H in Table of Wage Rates
Rate I	7. General labouring	Rate per hour for work classified at Rate I in Table of Wage Rates

"DIVISION D/31
FORGING DIVISION

The following operations in the forging of products through the process of open and closed die forging:

Rate A	1. Blacksmithing (n.e.s.)	Rate per hour for work classified at Rate A in Table of Wage Rates
Rate C	2. Descaling and/or removal of scales from dies, excluding polishing	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate G	3. Removing and/or replacement of dies, excluding setting up or lining up	Rate per hour for work classified at Rate G in Table of Wage Rates
Rate H	4. Furnace operating including loading and/or unloading	Rate per hour for work classified at Rate H in Table of Wage Rates
Section A: Closed Die Forging (Closed Impression Forging)		
Rate C	5. Operating drop forging machine with closed dies, including the setting of dies and/or fixtures and/or stops and/or jigs and/or guides (n.e.s.)	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	6. Operating electric upsetting machine including the setting of dies and/or stops and/or guides (n.e.s.)	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	7. Operating extrusion press including the setting of dies and/or stops and/or guides (n.e.s.)	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	8. Operating mechanical upsetting machine including the setting of dies and/or stops and/or guides (n.e.s.)	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	9. Operating forging press using pre-set dies including the setting up of the machine and dies (n.e.s.)	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	10. Repetition rolling in forging rolls using segmental rolls, including setting up of the machine and/or rolls (n.e.s.)	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	11. Stripping and/or punching of forgings, including setting up the machines and dies	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	12. Operating drop forging machines with closed dies, excluding setting up of the machines but including, under supervision of a Rate C employee, the securing of dies when necessitated by the operating process	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	13. Operating electric upsetting machine, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, running adjustments necessitated by the manufacturing process	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	14. Operating extrusion press, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, the securing of dies when necessitated by the manufacturing process	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	15. Operating mechanical upsetting machine, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, running adjustments when necessitated by the manufacturing process	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	16. Operating forging press using pre-set dies, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, running adjustments when necessitated by the manufacturing process	Rate per hour for work classified at Rate C in Table of Wage Rates
Rate C	17. Stripping and/or punching of forgings, excluding setting up of the machine and/or dies but including, under supervision of a Rate C employee, height adjustments when necessitated by the manufacturing process	Rate per hour for work classified at Rate C in Table of Wage Rates

Rate G

18. Repetition rolling in forging rolls using segmental forging rolls, excluding setting up of the machine or rolls { Rate per hour for work classified at Rate G in Table of Wage Rates

*Section B.1: Open Die Forging on Hammers***Rate D**

19. Repetition hammer forging including manipulation on hammers specifically set up for mass produced forged articles..... { Rate per hour for work classified at Rate D in Table of Wage Rates

Rate DD

20. Manipulator driving in conjunction with blacksmithing work on hammer { Rate per hour for work classified at Rate DD in Table of Wage Rates

Rate G

21. Hammer driving { Rate per hour for work classified at Rate G in Table of Wage Rates

*Section B.2: Open Die Press Forging***Rate DD**

22. Manipulator driving in conjunction with blacksmithing work on hammer { Rate per hour for work classified at Rate DD in Table of Wage Rates

Rate G

23. Press operating { Rate per hour for work classified at Rate G in Table of Wage Rates

"AFDELING D/30"**AFDELING VIR DIE VERVAARDIGING VAN BLINKSTAAF****Loon F**

1. Senterlose slypmasjiene voer met inbegrip van yking met bekkallibers, vaste meters en/of vergelykende toetsindikatoren met inbegrip van kompenserende regstellings terwyl die masjien loop, onder toesig van 'n Loon C werknemer maar uitsluitend gereedskap stel en/of masjiengereedskap opstel { Loon per uur vir werk ingedeel onder Loon F in Loontabel
2. Senterlose staafafskilferingsmasjiene bedien met inbegrip van kompenserende regstellings terwyl die masjien loop onder toesig van 'n Loon C werknemer, en die verwydering, skoonmaak en vervanging van positief geplaasde voorafgestelde gereedskap slegs op werknemer se eie soort masjiene, insluitend gebruikmaking van vaste meters maar uitsluitend gereedskap stel en/of masjiengereedskap opstel {
3. Gekombineerde draadtrek en/of rig, afknip en poleermasjiene bedien, met inbegrip van verwydering, skoonmaak en vervanging van positief geplaasde voorafgestelde stempels met inbegrip van kompenserende regstellings terwyl die masjien loop slegs op die werknemer se eie soort masjiene, met inbegrip van gebruikmaking van vaste meters onder toesig van 'n Loon C werknemer, maar uitsluitend gereedskap stel en/of masjiengereedskap opstel }

Loon G

4. Koue reguitlyntrekbank bedien met inbegrip van die verwydering, skoonmaak en vervanging van positief geplaasde voorafgestelde stempels en/of kloue { Loon per uur vir werk ingedeel onder Loon G in Loontabel
5. Ronde staaf en/of seksie draadrigmasjiene bediening }

Loon H

6. Metaal skoonmaak en smering deur middel van sure en/of byting en/of spoel en dompeling in deklaagbad { Loon per uur vir werk ingedeel onder Loon H in Loontabel

Loon I

7. Algemene arbeid { Loon per uur vir werk ingedeel onder Loon I in Loontabel

"AFDELING D/31"**SMEEWERK AFDELING**

Die volgende werksaamhede in die smeesel van produkte deur gebruikmaking van ope en geslote stempelsmeeing:

Loon A

1. Grofsmidswerk (n.e.v.) { Loon per uur vir werk ingedeel onder Loon A in Loontabel

Loon C

2. Skaal en/of kerf verwydering, uitgesonderd polering { Loon per uur vir werk ingedeel onder Loon C in Loontabel

Loon G

3. Verwydering en/of aansit van stempels, uitgesonderd opstelling of rigstelling { Loon per uur vir werk ingedeel onder Loon G in Loontabel

Loon H

4. Oondbediening met inbegrip van oondlading en/of ontlading { Loon per uur vir werk ingedeel onder Loon H in Loontabel

*Seksie A: Geslote Stempelsmeewerk (Geslote Afdrukvorming)***Loon C**

5. Valsmeemasjiene bediening met geslote stempels met inbegrip van die opstel van stempels en/of setklemme en/of stuiters en/of setmate en/of leibalke (n.e.v.) {
6. Elektriese stuike masjiene bediening met inbegrip van die opstel van stempels en/of stuiters en/of leibalke (n.e.v.) {
7. Ekstrusiepers bediening met inbegrip van die opstel van stempels en/of stuiters en/of leibalke (n.e.v.) { Loon per uur vir werk ingedeel onder Loon C in Loontabel
8. Meganiese stuike masjiene bediening met inbegrip van die opstel van stempels en/of stuiters en/of leibalke (n.e.v.) }
9. Smeepers bediening met gebruikmaking van voorafgestelde stempels, met inbegrip van masjiene en stempel opstelling (n.e.v.) }

Loon C

10. Herhalingwalsing in smeewals met gebruikmaking van segmentwalse met inbegrip van masjien en wals opstelling (n.e.v.) } Loon per uur vir werk ingedeel onder Loon C in Loontabel
11. Smeestukke afstroop en/of pons met inbegrip van masjien en stempel opstelling. }

Loon G

12. Valsmeemasjien bediening met geslote stempels, uitsluitend masjienopstelling met inbegrip van die vashegting van stempels onder toesig van 'n Loon C werknemer wanneer genoodsaak deur die bedieningsproses }
13. Elektriese stuikmasjien bediening uitsluitend masjien en stempel opstelling, met inbegrip van regstellings terwyl die masjien loop, onder toesig van 'n Loon C werknemer wanneer genoodsaak deur die vervaardigingsproses }
14. Ekstrusiepers bediening uitsluitend masjien en stempel opstelling met inbegrip van die vashegting van stempels onder toesig van 'n Loon C werknemer wanneer genoodsaak deur die vervaardigingsproses }
15. Meganiese stuikmasjien bediening uitsluitend masjien en stempel opstelling, met inbegrip van regstellings terwyl die masjien loop, onder toesig van 'n Loon C werknemer, wanneer genoodsaak deur die vervaardigingsproses } Loon per uur vir werk ingedeel onder Loon G in Loontabel
16. Smeepers bediening met gebruikmaking van voorafgestelde stempels, uitsluitend masjien en stempel opstelling, met inbegrip van regstellings terwyl die masjien loop, onder toesig van 'n Loon C werknemer, wanneer genoodsaak deur die vervaardigingsproses }
17. Smeestukke afstroop en/of pons, uitsluitend masjien en stempel opstelling, met inbegrip van hoogte verstellers, onder toesig van 'n Loon C werknemer, wanneer genoodsaak deur die vervaardigingsproses. }

Loon G

18. Herhalingwalsing in smeewals met gebruikmaking van segmentwalse uitsluitend masjien en wals opstelling. } Loon per uur vir werk ingedeel onder Loon G in Loontabel

Seksie B.1: Ope Stempel Hamersmeewerk**Loon D**

19. Herhalinghamersmeewerk, insluitend manipulasie van hamers spesifiek opgestel vir massa-produksie smeestukartikels } Loon per uur vir werk ingedeel onder Loon D in Loontabel

Loon DD

20. Dryf van manipuleerder in samewerking met grofsmidwerk op hamer. } Loon per uur vir werk ingedeel onder Loon DD in Loontabel

Loon G

21. Hamerdryf } Loon per uur vir werk ingedeel onder Loon G in Loontabel

Seksie B.2: Ope Stempel Perssmeeing**Loon DD**

22. Dryf van manipuleerder in samewerking met grofsmidwerk op hamer. } Loon per uur vir werk ingedeel onder Loon DD in Loontabel

Loon G

23. Persbediening } Loon per uur vir werk ingedeel onder Loon G in Loontabel

7. Add the following as an Annexure to the Agreement:

ANNEXURE**1. PROCEDURE FOR NEGOTIATIONS BETWEEN PARTIES TO THE COUNCIL AND THE RESOLUTION OF DISPUTES ARISING OUT OF SUCH NEGOTIATIONS****(1) Negotiating procedure:**

(a) Where any party to the Council wishes to initiate negotiations for the amendment of any existing agreement or the introduction of a new agreement, that party shall submit its proposals in writing to the General Secretary of the Council.

(b) The Council shall immediately arrange for the proposal to be circulated to all interested parties and shall take steps to arrange for the first negotiating meeting to take place within 45 days of receipt of the proposal, subject to the proviso that where the proposal relates to the negotiation of an industry matter, the date of the first negotiating meeting shall be decided at the next meeting of the Executive Committee, and such meeting shall be held within 30 days of the meeting of the Executive Committee.

(c) Where a party makes a counter-offer or proposal in response to an initial proposal, such counter-offer or proposal shall be made available to all parties in writing at the first negotiating meeting.

(d) At the conclusion of each negotiating meeting the parties shall decide on the date on which the next negotiating meeting is to be held and agree on such further documentation as may be required.

(e) Where disputes arise the procedures in 1 (2) shall be followed.

Note.—For the purpose hereof, "dispute" means—

any situation where two or more parties to the Council are unable to reach agreement on an area of difference between them and one or more of the parties advise the Council in writing that they are in dispute with one or more other parties to the Council in respect of that area of difference.

7. Voeg die volgende by as 'n Bylaag tot die Ooreenkoms:

BYLAAG**1. ONDERHANDELINGSPROSEDURES TUSSEN RAADSPARTY EN BESLEGTINGSPROSEDURES WAAR DISPUTE VOORTSPRUIT UIT SODANIGE ONDERHANDELINGE****(1) Onderhandelingsprosedure:**

(a) Waar enige party by die Raad onderhandelinge wil begin vir die wysiging van enige bestaande ooreenkoms of die voorstelling van 'n nuwe ooreenkoms, sal sodanige party geskrewe voorstelle indien by die Raad se Hoofsekretaris.

(b) Die Raad sal dadelik reël vir die sirkulasie van die voorstel aan alle belanghebbende partye en sal stappe neem om die eerste onderhandelingsvergadering te belê binne 45 dae na indiening van die voorstel; met dien verstande dat waar die voorstel verwant staan aan 'n nywerheidsaangeleentheid, sal die Uitvoerende Komitee die datum van die eerste onderhandelingsvergadering bepaal en sodanige vergadering sal belê word binne 30 dae na die vergadering van die Uitvoerende Komitee.

(c) Waar 'n party 'n teenaanbod of voorstel maak in antwoord op die oorspronklike voorstel, sal sodanige teenaanbod of voorstel skriftelik aan die partye voorgelê word ten tye van die eerste onderhandelingsvergadering.

(d) Na afloop van elke onderhandelingsvergadering sal die partye die datum van die volgende onderhandelingsvergadering bepaal en sal ooreengekom word oor watter verdere dokumentasie benodig mag word.

(e) Waar dispute ontstaan sal die prosedures in 1 (2) gevolg word.

Nota.—Vir die doeleindes hiervan sal "Dispuut" beteken—

enige situasie waar twee of meer Raadspartye nie onderling ooreenkoms kan bereik oor 'n geskilpunt nie en een of meer van die partye stel die Raad skriftelik in kennis dat hulle in dispuut verkeer met een of meer ander partye by die Raad oor sodanige geskilpunt.

(2) Dispute settlement procedure:

(a) The General Secretary, in consultation with the Chairman of the Council, shall decide whether the dispute is an industry matter, in which case they will arrange for the Executive Committee to meet within 14 days of the declaration of such dispute. Should they decide that the dispute is not an industry matter, the General Secretary shall make arrangements for the parties to the dispute to meet within 14 days from the declaration of such dispute.

(b) At the meeting provided for in subparagraph (a) the parties to the dispute or the Executive Committee, as the case may be, shall decide between the following options:

(i) To recommence negotiations subject to the proviso that the parties must either resolve the dispute or decide between options (ii), (iii), (iv) or (v) of this subsection within 30 days from the date of receipt by the Council of the declaration of the dispute.

(ii) To appoint a committee, deemed to be a committee of the Council, to meet within three days of appointment and to arrive at a decision within a further three days on recommendations to the parties for the settlement of the dispute or on a choice between options (i), (iii), (iv) or (v) of this subsection.

(iii) Voluntary mediation, in which case the parties shall agree on a mediator within seven days, failing which, the provisions of section 44 of the Labour Relations Act shall apply.

(iv) Voluntary arbitration, in which case the provisions of section 45 of the Labour Relations Act shall apply. In the event of this option being exercised the time limit referred to in subsection (c) shall fall away and provisions of the arbitration award shall be binding on the parties to the dispute.

(v) To advise the Minister that deadlock has been reached.

(c) If, after a period of 30 days has elapsed after the date of receipt by the Council of notification of a dispute, no settlement has been reached and the parties remain in dispute, the parties to the dispute shall be entitled to pursue the steps provided for in section 65 of the Act relating to strikes/lock-outs subject to the provisions of section 66 of the Act.

2. PROCEDURAL AGREEMENTS AT COMPANY LEVEL

Individual employers and any trade union having membership in that employer's establishment may enter into a procedural agreement to regulate the relationship between management and employees on company level matters and may lodge such an agreement with the Council for administration purposes. Where there is more than one union with membership in the establishment, every effort shall be made to obtain the agreement of all such trade unions to the procedural agreement.

Such procedural agreements may provide for the following and any other matters deemed to be of mutual interest:

(a) Procedure for determining the extent of membership of the trade unions.

(b) Access for the trade union officials to—

(i) management;

(ii) shop stewards and union members on company premises at acceptable times and venues.

(c) Placing trade union notices on company notice boards after clearance with management.

(d) Accreditation of shop stewards:

(i) Number of shop stewards to be elected and their areas of responsibility.

(ii) Election of shop stewards by secret ballot subject to the provisions of the trade union/s constitution/s.

(iii) Terms of office of the shop stewards.

(iv) Access of shop stewards to union members at acceptable times and venues.

(v) Training of shop stewards.

(vi) Format and frequency of meetings between shop stewards and management.

(vii) Specified times and arrangements for shop stewards to carry out their duties.

(viii) Deduction of trade union dues subject to the provisions of the Labour Relations Act, the Main Agreement and any procedures issued by the Council from time to time.

(e) Grievance and disciplinary procedures:

Such procedures should clearly distinguish between the management function of supervisors and the employee representation function of shop stewards.

They should provide for—

(i) supervisors and the employee/s to attempt to resolve any problems that may arise between them at shop floor level before involving the shop stewards;

(2) Disputes beslegtingsprosedure:

(a) Die Hoofsekretaris, in konsultasie met die Voorsitter van die Raad, sal besluit of die dispuut 'n nywerheidsaangeleentheid is, in welke geval, hulle sal reël dat die Uitvoerende Komitee binne 14 dae na die bekendmaking van die dispuut sal vergader. Indien hulle besluit dat die dispuut nie 'n nywerheidsaangeleentheid is nie, sal die Hoofsekretaris reël dat die partye in dispuut binne 14 dae na die bekendmaking van die dispuut vergader.

(b) Ten tye van vergadering soos voorsien in subklousule (a) sal die partye in dispuut of die Uitvoerende Komitee, na gelang van die geval, tussen die volgende opsies besluit:

(i) Om onderhandelinge te hervat onderhewig aan die voorwaarde dat die partye of die dispuut moet besleg of besluit tussen opsies (ii), (iii), (iv) of (v) van hierdie subklousule binne 30 dae na die Raad die dispuutverklaring ontvang het.

(ii) Die benoeming van 'n komitee wat as 'n Komitee van die Raad geag sal word en wat binne drie dae na benoeming sal vergader en binne 'n verdere drie dae daarna tot 'n besluit sal kom oor aanbevelings aan die partye vir die beslegting van die dispuut of 'n keuse tussen opsies (i), (iii), (iv) of (v) van hierdie subklousule.

(iii) Vrywillige bemiddeling, in welke geval die partye binne sewe dae ooreen sal kom oor 'n bemiddelaar of in gebreke daarvan sal die bepaling van artikel 44 van die Wet op Arbeidsverhoudinge van krag wees.

(iv) Vrywillige arbitrasie, in welke geval die bepaling van artikel 45 van die Wet op Arbeidsverhoudinge van krag sal wees. Sou daar op hierdie opsie besluit word sal die tydfaktor soos na verwys in subklousule (c) wegval en sal die bepaling van die arbitrasie toekenning bindend wees op die partye in dispuut.

(v) Die Minister in kennis stel dat 'n dooie punt bereik is.

(c) Indien, na die verstryking van 'n 30 dae periode bereken vanaf die datum waarop die Raad kennisgewing ontvang het van die dispuut, geen skikking bereik is en die partye in dispuut bly, sal die partye in dispuut geregtig wees om die stappe te neem met betrekking tot stakings/uitsluitings soos voorsien in artikel 65 van die Wet onderhewig aan die voorwaardes van artikel 66 van die Wet.

2. PROSEDURE OOREENKOMSTE OP FABRIEKSVLAK

Individuele werkgewers en enige vakvereniging met lidmaatskap in sodanige werkgewer se werksaamheid kan 'n prosedure ooreenkoms aangaan vir die reglementering van verhoudinge tussen bestuur en werknemers oor fabrieksvlakaangeleenthede en sodanige ooreenkoms kan by die Raad ingedien word vir administratiewe doeleindes. Waar daar meer as een vakvereniging is met lede in so 'n werksaamheid sal daar gepoog word om die ooreenkoms van alle sodanige vakverenigings tot die prosedure ooreenkoms te verkry.

Sodanige prosedure ooreenkoms kan voorsiening maak vir die volgende en enige ander aangeleenthede wat beskou kan word om van gemeenskaplike belang te wees:

(a) Prosedure om die omvang van vakverenigingslidmaatskap te bepaal.

(b) Toegang vir vakverenigingsamptenare tot—

(i) bestuur;

(ii) werkswinkelverteenwoordigers en vakverenigingslede op geleë tye en plekke op fabrieksterrein.

(c) Na uitklaring met bestuur, die plasing van vakverenigingskennisgewings op fabriekskennisgewingsborde.

(d) Erkenning verleen aan werkswinkelverteenwoordigers;

(i) Aantal werkswinkelverteenwoordigers en hul gebiedsverantwoordelikhede.

(ii) Verkiesing van werkswinkelverteenwoordigers by wyse van geheime stemming onderhewig aan die bepalinge van die vakvereniging/s se konstitusie/s.

(iii) Dienstermyn van werkswinkelverteenwoordigers.

(iv) Toegang vir werkswinkelverteenwoordigers tot vakverenigingslede op aanvaarbare tye en plekke.

(v) Opleiding van werkswinkelverteenwoordigers.

(vi) Formaat en frekwensie van vergaderings tussen werkswinkelverteenwoordigers en bestuur.

(vii) Bepaalde tye en reëlins vir die uitvoering van werkswinkelverteenwoordigers se pligte.

(viii) Aftrekking van vakverenigingsledegedelde onderhewig aan die bepalinge van die Wet op Arbeidsverhoudinge, die Hoofdooreenkoms en enige prosedures soos deur die Raad uitgereik van tyd tot tyd.

(e) Griewe en dissiplinêre prosedures:

Sodanige prosedures behoort duidelik te onderskei tussen bestuursfunksies van toesighouers en die werknemer verteenwoordigingsfunksies van die werkswinkelverteenwoordigers.

Di behoort voorsiening te maak vir—

(i) pogings om fabrieksvlak probleme wat tussen toesighouers en werknemer/s ontstaan, op te los alvorens werkswinkelverteenwoordigers betrek word;

(ii) the involvement of the shop steward at the employee's request at any subsequent discussion of the problem referred to in subparagraph (i) of this subsection;

(iii) clear procedures regarding verbal and/or written warnings which may lead to dismissal;

(iv) the holding of an enquiry under the chairmanship of a senior manager and with all interested parties present in the event of a serious problem, particularly where dismissal of an employee is involved;

(v) time deadlines between each stage of the procedures so that unnecessary delays cannot obstruct the resolution of the problem;

(vi) the reporting to the Regional Council where it has not been possible to resolve the problem utilising the company's grievance or disciplinary procedure to enable the Regional Council to invoke its dispute settlement procedures.

(f) Joint consultation through Works Councils:

The procedural agreement may provide for the establishment of Works Councils on a mutually acceptable basis to provide a forum for joint consultation between management and all employees. Works Councils may provide for the representation of both unionised and non-unionised employees.

Provisions should be made for a constitution for the Works Council and this should be included as part of the procedural agreement.

(g) Procedures to regulate matters concerning the redundancy and/or laying-off of employees.

(h) Sample procedural agreements shall be made available by the Regional Councils on request.

3. REGIONAL COUNCIL PROCEDURE FOR ASSISTING WITH RESOLUTION OF PROBLEMS AT COMPANY LEVEL

(a) A party involved in a problem at company level who has been unable to achieve a resolution of the problem utilising the company level industrial relations procedures as provided for in section 2 hereof (where such procedures exist) and particularly where such party believes the problem may lead to industrial unrest, may request assistance from the Regional Council in resolving the problem.

(b) On receipt of such a request, the Regional Council shall arrange for a subcommittee comprising two approved members of the Regional Council/Technical Committee, plus an Agent, to attend to the problem by establishing contact with the parties concerned within 48 hours of receipt of a request. The subcommittee shall determine whether the problem relates to—

(i) a "complaint" which means an alleged breach of any agreement of the Council, in which case Procedure A below shall be followed; or

(ii) a "grievance" in which case Procedure B below shall be followed.

Procedure A

(a) If a breach of an agreement is confirmed the subcommittee shall instruct the offending party to remedy the breach.

(b) If the breach of the agreement is not remedied by the offending party immediately the subcommittee shall be required to refer the matter for prosecution to the Regional Secretary.

(c) Any employer or employee who is aggrieved by the application of a decision of the subcommittee to him may appeal to the Council against the decision applied to him, and the Council may, after considering any reasons which may be submitted for such decision of the subcommittee, confirm that decision or give such other decision as in its opinion ought to have been given in such case. Appeals in terms of this subsection shall be made to the Regional Council for the area concerned.

Procedure B

The subcommittee shall offer to mediate between the parties concerned in the matter. Should such an offer be rejected, the subcommittee shall advise the parties involved in the grievance of details of the Regional Council Dispute Procedure (as provided for in section 4 hereof) whereupon either party may declare a dispute in terms of the said procedure.

4. PROCEDURE FOR SETTLEMENT OF DISPUTES OTHER THAN DISPUTES REFERRED TO IN SECTION 1

For the purposes of this section "dispute" means—

(a) any situation where the parties concerned in a matter affecting the employer/employee relationship are unable to reach agreement on an area of difference between them and one or other or both advise the Regional Council and confirm in writing of the dispute indicating who the parties to the dispute are and what the dispute is about; or

(b) any matter such as referred to in section 43 of the Act concerning—

(i) the suspension or termination of the employment of an employee or employees or the decision or proposal of an employer to suspend or terminate the employment of an employee or employees; or

(ii) die betrokkenheid van 'n werksinkelverteenwoordiger op versoek van 'n werknemer by enige daaropvolgende bespreking van 'n probleem soos na verwys in subparagraaf (i) van hierdie subklousule;

(iii) duidelike prosedures aangaande mondelike en/of skriftelike waarskuwings wat tot ontslag kan lei;

(iv) ondersoek reël onder die voorsitterskap van 'n senior bestuurder met verteenwoordiging van alle belanghebbende partye in gevalle van ernstige probleme, in besonder waar die afdanking van 'n werknemer in gedrang is;

(v) keurdatums tussen elke stadia van prosedure sodat onnodige vertraging die oplossing van die probleem nie sal beïnvloed nie;

(vi) die aanmelding by 'n Streeksraad van die onvermoë om die probleem op te klaar deur middel van die werksaamheid se griewe of dissiplinêre prosedure en die Streeksraad sodanig in staat stel om sy dispuutbeslegtingsprosedure te implementeer.

(f) Gesamentlike konsultasies met Werkekomitees:

Die prosedure ooreenkoms kan voorsiening maak vir daartelling van 'n werkekomitee op 'n basis van gemeenskaplike aanvaarbaarheid om so-doende 'n forum te voorsien vir gesamentlike onderhandelinge tussen bestuur en werknemers. Werkekomitees kan voorsiening maak vir verteenwoordiging deur werknemers of hul lede is van 'n vakvereniging al dan nie.

Voorsiening behoort gemaak te word vir 'n werkekomitee konstitusie en dit behoort ingesluit te word as deel van die prosedure ooreenkoms soos voorsien in hierdie klousule.

(g) Reglementeringsprosedures aangaande die redundansie of aflegting van werknemers.

(h) Model prosedure ooreenkomste sal deur Streeksrade op versoek beskikbaar gestel word.

3. STREEKSRAADPROSEDURE VIR BYSTAND MET OPLOSSING VAN PROBLEME OF FABRIEKSVLAK

(a) 'n Party wat op fabrieksvlak betrokke is by 'n probleem wat nie deur die gebruikmaking van die fabrieksvlak nywerheidsverhoudinge prosedure, soos voorsien in klousule 2 (waar sodanige prosedures bestaan) nie besleg kan word en in besonder waar sodanige party glo dat die probleem aanleiding kan gee tot nywerheidsnorsus kan versoek dat die Streeksraad hulp verleen met die beslegting van die probleem.

(b) By ontvangs van sodanige versoek, sal die Streeksraad reël dat 'n spesiale subkomitee bestaande uit twee geselekteerde lede van die Streeksraad/Tegniese Komitee, plus 'n Agent, aandag skenk aan die probleem deur binne 48 uur na ontvangs van die versoek, met die betrokke partye in verbinding te tree. Die spesiale subkomitee sal bepaal of die probleem verband hou met—

(i) 'n "klagte" wat beteken 'n beweerde oortreding van enige Raads-ooreenkoms, in welke geval Prosedure A hieronder gevolg sal word; of

(ii) 'n "grief" in welke geval Prosedure B hieronder gevolg sal word.

Prosedure A

(a) Indien die oortreding van 'n ooreenkoms bevestig word, sal die subkomitee die oortredende party gelas om die oortreding reg te stel.

(b) Indien die oortreding nie dadelik deur die oortredende party reggestel word nie, sal die spesiale subkomitee die aangeleentheid verwys na die Sekretaris van die Streeksraad vir vervolging.

(c) Enige werkgewer of werknemer wat gegrief voel oor die toepassing van die beslissing van die spesiale subkomitee, mag appelleer tot die Raad teen die beslissing wat van toepassing is op hom en die Raad mag na oorweging geskenk is aan enige redes wat deur die spesiale subkomitee voorsien is vir hul beslissing, die beslissing bevestig of enige ander beslissing maak wat volgens hul mening van toepassing sou wees in sodanige geval. Appelle behoudens die bepalings van hierdie subklousule sal gerig word aan die Streeksraad in die betrokke gebied.

Prosedure B

Die spesiale subkomitee sal aanbied om te bemiddel tussen die partye betrokke by die aangeleentheid. Sou sodanige aanbod verwerp word, sal die subkomitee die partye betrokke by die grief inlig oor die bepalings van die Streeksraad Dispuutprosedure (soos voorsien in klousule 4 hiervan) waarna enige party 'n dispuut kan verklaar behoudens die bepalings van die genoemde prosedure.

4. STREEKSRAADPROSEDURE VIR DIE BESLEGTING VAN DISPUTE ANDER DAN DISPUTE SOOS NA VERWYS IN KLOUSULE 1

Vir die doeleindes van hierdie klousule sal "dispuut" beteken—

(a) enige situasie waar die partye betrokke in 'n aangeleentheid wat werkgewer/werknemer verhouding beïnvloed nie oor die geskilpunt tot 'n vergelyk kan kom nie, en een of ander of beide partye stel die Streeksraad in kennis en bevestig die dispuut skriftelik waarin aangedui word wie die partye in dispuut is en waaroor die dispuut gaan, of

(b) enige aangeleentheid soos na verwys in artikel 43 van die Wet aangaande—

(i) die skorsing of beëindiging van diens van 'n werknemer of werknemers of die besluit of voorstel van 'n werkgewer om die diens van 'n werknemer of werknemers te skors of te beëindig; of

(ii) a change or proposed change in the terms or conditions of employment of an employee or employees, except to give effect to any relevant law or wage regulating measure; or

(iii) an alleged unfair labour practice.

(1) Dispute Procedure—Part A:

(a) A Regional Council shall, on receipt of notification of such dispute, advise the General Secretary thereof and he shall act in accordance with the provisions of section 1 (2) (a) hereof to decide whether the dispute is an industry matter, in which case the Executive Committee will handle the dispute.

Where the dispute does not relate to an industry matter, the Regional Council concerned shall make arrangements for the parties to the dispute to meet within 48 hours at an agreed venue under the Chairmanship of the General Secretary or his nominee to—

(i) discuss and determine procedural arrangements to carry out the procedures provided for in this Part

(ii) appoint two mediators from the panel of approved Regional Council mediators; providing that if both parties to the dispute agree, they may be given an opportunity to discuss in an attempt to resolve the dispute prior to implementing subsection (1) (b) (i) hereof.

(b) (i) The appointed mediators shall arrange a process of separate and joint meetings between the parties to the dispute in an attempt to achieve conciliation between the parties.

(ii) Joint meetings at an agreed venue shall be attended by the Chairman appointed in terms of subsection (1) (a) and both mediators.

(iii) The mediators appointed in terms of subsection (1) (a) (ii), together with the Chairman appointed in terms of subsection (1) (a), shall constitute a committee of the Council and, where the parties to the dispute have reached agreement, shall be empowered to effect a settlement of the dispute without further reference to the Council.

(c) The procedures to be carried out in terms of this part shall be carried out within a period of 14 days from the date of receipt by the Regional Council of the notification of the dispute and prior to the expiry of this period a meeting of the parties to the dispute shall be held to choose between—

(i) continuing with the process of mediation/negotiation; or

(ii) voluntary arbitration, for which purpose the Council shall maintain a panel of approved arbitrators of persons who are not members of the Council.

Should this option be chosen, the Council shall meet the costs of the arbitration provided that the Council shall reserve the right to recover such costs if recovery of such costs is warranted; or

(iii) referring the dispute to the Industrial Court; or

(iv) advising the Minister that deadlock has been reached.

(2) Where the dispute relates to a matter such as is referred to in section 43 of the Act, the Committee referred to in subsection (1) (b) (ii) shall be empowered and authorised to make representations on behalf of the Council as provided for in section 43 (3) (b) of the Act.

(3) Dispute Procedure—Part B:

(a) In the event that the decision provided for in Part A (c) entails voluntary arbitration; the Council shall arrange a meeting with the arbitrator to arrange procedures and determine the time required to give his determination in the matter. The time limit of 30 days referred to in Part C shall cease to apply and the arbitration award shall be binding on the parties to the dispute.

(b) Should the decision provided for in Part A (c) be to refer the dispute to the Industrial Court the parties to the dispute shall prepare their submissions and deliver same to the Industrial Court as Required by the Act.

(c) The Chairman of the committee appointed in terms of Part A (1) (a) shall submit a report on the dispute to the next meeting of the Executive Committee. The Executive Committee shall decide whether any further action needs to be taken by the Council to settle the dispute. If no meeting of the Executive committee is scheduled to take place within 30 days after receipt by the Regional Council of notification of the dispute the committee appointed in terms of Part A (1) (b) (iii) shall be empowered to requisition a special meeting of the Executive Committee if, in the opinion of the committee, this will assist in the resolution of the dispute.

(4) Dispute Procedure—Part C:

If, after a period of 30 days has elapsed after the date of receipt by the Regional Council of notification of a dispute, no settlement has been reached and the parties remain in dispute, the parties to the dispute shall be entitled to pursue the steps provided for in section 65 of the Act relating to strikes/lock-outs, subject to the provisions of section 66 of the Act.

(ii) 'n verandering of voorgestelde verandering in die bedingings of voorwaardes van diens van 'n werknemer of werknemers behalwe om uitvoering te gee aan 'n toepaslike werksbepaling of loonreëlende maat-reël; of

(iii) 'n beweerde onbehoorlike arbeidspraktyk.

(1) Disputeprosedure—Deel A:

(a) 'n Streeksraad sal, by ontvangs van kennisgewing van sodanige dispuut, die Hoofsekretaris daarvan in kennis stel en hy sal handel behoudens die bepalings van Klousule 1 (2) (a) om te bepaal of die dispuut 'n nywerheidsaangeleentheid is, in welke geval die Uitvoerende Komitee die dispuut sal hanteer.

Waar die dispuut nie verwant staan aan 'n nywerheidsaangeleentheid nie, sal die betrokke Streeksraad reëlings tref om die partye tot die dispuut binne 48 uur bymekaar te bring op 'n plek soos ooreengekom onder die Voorsitterskap van die Hoofsekretaris of sy benoemde om—

(i) vasstelling van prosedure te bespreek ten einde uitvoering te verleen aan die prosedures soos voorsien in hierdie Deel

(ii) die aanwysing van twee bemiddelaars uit die naamlys van geselekteerde Streeksraad bemiddelaars; met dien verstande dat sou die partye in dispuut toestem, sal hulle 'n besprekingskans gegun word waar gepoog sal word om die dispuut op te klaar alvorens die bepalings van subklousule (1) (b) (i) hiervan geïmplimenteer word.

(b) (i) Die aangewese bemiddelaars sal reëlings tref vir 'n reeks van afsonderlike en gesamentlike vergaderings met die partye in dispuut in 'n poging om 'n skikking te bewerkstellig.

(ii) Gesamentlike vergaderings op 'n plek soos ooreengekom sal bygewoon word deur die Voorsitter soos benoem behoudens die bepalings van subklousule (1) (a) en beide bemiddelaars.

(iii) Die bemiddelaars soos aangewys behoudens die bepalings van subklousule (1) (a) (ii), tesame met die Voorsitter, soos aangewys behoudens die bepalings van subklousule (1) (a), sal 'n komitee van die Raad uitmaak en sal gemagtig wees om die dispuut te besleg.

(c) Die prosedures wat behoudens die bepalings van hierdie deel gevolg moet word moet binne 'n tydperk van 14 dae na die ontvangs by die Streeksraad van die bekendmaking van die dispuut uitgevoer word en alvorens verstryking van hierdie tydperk sal 'n vergadering met die partye in dispuut belê word om te besluit tussen—

(i) voortsetting van die prosedure van bemiddeling/onderhandeling; of

(ii) vrywillige arbitrasie vir welke doel die Raad 'n paneel van geselekteerde arbiters, wat nie lede van die Raad is nie, sal handhaaf.

Sou hierdie opsie verkies word, sal die koste van die arbitrasie deur die Raad gedra word met dien verstande dat die Raad die reg sal voorbehou vir die verhalings van sodanige koste waar geregtig;

(iii) die verwysing van die dispuut na die Nywerheidshof; of

(iv) die Minister in kennis stel dat 'n dooie punt bereik is.

(2) Waar die dispuut verwant staan met 'n aangeleentheid soos na verwys in artikel 43 van die Wet, sal die Komitee aangewys behoudens die bepalings van subklousule (1) (b) (iii), die volmag en bevoegdheid hê om namens die Raad aanbevelings te maak soos voorsien in klousule 43 (3) (b) van die Wet.

(3) Disputeprosedure—Deel B:

(a) In 'n geval waar die besluit soos voorsien in Deel A(c) vrywillige arbitrasie behels sal die Raad 'n vergadering met die arbiter belê ten einde prosedure te reël en die tydperk te bepaal wat benodig sal word vir sy vasstelling. Die tydsbestek van 30 dae, soos na verwys in Deel C, sal wegval en die arbitrasie toekenning sal bindend wees op die partye in dispuut.

(b) Sou die besluit, soos voorsien in Deel A(c), wees om die aangeleentheid te verwys na die Nywerheidshof, sal die partye tot die dispuut hul voorleggings voorberei vir indiening daarvan by die Nywerheidshof, behoudens die bepalings van die Wet.

(c) Die Voorsitter van die Komitee, soos aangewys behoudens die bepalings van Deel A (1) (a), sal 'n verslag oor die dispuut indien by die volgende vergadering van die Uitvoerende Komitee. Die Uitvoerende Komitee sal beslis of enige verdere stappe geneem sal word om die dispuut te besleg. Indien geen geskeduleerde vergadering van die Uitvoerende Komitee plaasvind binne 30 dae na ontvangs by die Streeksraad van die bekendmaking van die dispuut, sal die Komitee, soos aangewys behoudens die bepalings van Deel A (1) (b) (iii), die volmag hê om 'n spesiale vergadering van die Uitvoerende Komitee te belê indien dit, na die Komitee se mening, sal bydra tot die beslegting van die dispuut.

(4) Disputeprosedure—Deel C:

Indien, na die verstryking van 'n 30 dae periode na ontvangs deur die Streeksraad van die bekendmaking van die dispuut, geen skikking bereik is nie en die partye bly in dispuut, sal die partye in dispuut geregtig wees om die stappe te volg soos voorsien in artikel 65 van die Wet aangaande stakings/uitsluitings onderhewig aan die bepalings van artikel 66 van die Wet.

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 223

8 February 1985

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF SICK PAY FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1985, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

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

SICK PAY FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern 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 Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 223

8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1985 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangeaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1985 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

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

SIEKTEBYSTANDSFONDSOOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangeaan tussen die

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern 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 Association
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
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Sheetmetal Industries Association of South Africa
 S.A. Agricultural and Irrigation Machinery Manufacturer's Association
 S.A. Association of Shipbuilders and Repairs
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television 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

(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. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of the Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay;

(b) 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—

(i) employees employed by the employers referred to in subsection (1) who, whilst being allowed in terms of the registered scope of a trade union which is a party to this Agreement to become members of such a trade union, are not members of such a trade union; and

(ii) employees other than those employed by employers referred to in subsection (1).

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 of the Industrial Conciliation Act, 1956, and shall remain in force until 30 November 1985 or such date as may be determined by the Minister.

3. SPECIAL PROVISIONS

The provisions contained in section 9 of Part I and Part II of the Agreement published under Government Notice R. 2032 of 9 October 1980, as amended and re-enacted by Government Notices R. 881 of 1 May 1981, R. 1205 of 25 June 1982, R. 1378 of 1 July 1983 and R. 1882 of 31 August 1984 (hereinafter referred to as the former Agreement) shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 8, 10 to 15 (as amended by section 5 hereunder), and 16 of Part I, and Part III of the former Agreement shall apply to employers and employees.

Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 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 Repairs
 S.A. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Wire and Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association

(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
 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. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en neder-setting van Walvisbaai, nagekom word;

(b) 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 op die volgende persone van toepassing nie—

(i) werknemers in diens by werkgewers in subklousule (1) bedoel wat, hoewel hulle ingevolge die geregistreerde bestek van 'n vakvereniging wat 'n party by die Ooreenkoms is in aanmerking kom vir lidmaatskap van so 'n vakvereniging, nie lede van so 'n vakvereniging is nie; en

(ii) werknemers, anders as dié in diens by die werkgewers genoem in subklousule (1).

2. GELDIGHEIDSDUUR

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekragbenutting kragtens artikel 48 van die Wet op Nywerheidsver-soening, 1956, vasstel en bly van krag tot 30 November 1985 of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Die bepalings vervat in Klousule 9 van Deel I en Deel II van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 2032 van 9 Oktober 1980, soos gewysig en herbekragtig deur Goewermentskennisgewings R. 881 van 1 Mei 1981, R. 1205 van 25 Junie 1982, R. 1378 van 1 Julie 1983 en R. 1882 van 31 Augustus 1984 (hierin na verwys as die vorige Ooreenkoms) sal van toepassing wees op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 8, 10 tot 15 (soos gewysig deur klousule 5 hieronder), en 16 van Deel I, en Deel III van die Vorige Ooreenkoms sal van toepassing wees op werkgewers en werknemers.

5. PART I OF FORMER AGREEMENT**SECTION 15.—GENERAL PROVISIONS RELATING TO CONTRIBUTIONS AND BENEFITS**

Substitute the following for the existing subsection (3):

“(3) Should any amount due in terms of section 2 (2) of Part II and section 2 (2) of Part III not be received by the Council by the 15th day of 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 a monthly rate of one twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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.”

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 224

8 February 1985

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF GROUP LIFE AND PROVIDENT FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 4 May 1985, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 4 May 1985, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY****GROUP LIFE AND PROVIDENT FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association

5. DEEL I VAN VORIGE OOREENKOMS**KLOUSULE 15.—ALGEMENE BEPALINGS BETREFFENDE BYDRAES EN BYSTAND**

Vervang die bestaande subklousule (3) deur die volgende:

“(3) Indien enige bedrag ooreenkomstig klousule 2 (2) van Deel II en klousule 2 (2) van Deel III verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van een-twaalf van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word: Met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld.”

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 224

8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAGTIGING VAN GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 4 Mei 1985 eindig, bindend is vir die werkgewers-organisasies en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 4 Mei 1985 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE**NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****GROEPSLEWE- EN VOORSORGFONDSOOREENKOMS**

ingevoelge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangaan tussen die

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' 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)

Fire Protection Industries Association of South Africa
Forging Association of Southern 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 Association
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
Pressure Vessel Manufacturers' Association of South Africa
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. Fasteners Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Electro-Plating Industries Association
S.A. Machine Tool Manufacturers Association
S.A. Production Founders' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Valve Manufacturers' Association
South African Wrought Non-Ferrous Metal Manufacturers' Association
South African Industrial Refrigeration and Air Conditioning Contractors' Association
Transvaal and O.F.S. Foundry Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union 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
Suid-Afrikaanse Yster-, Staal- en Verwante Nywerhede-Unie

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

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvisbay;

(b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions respectively.

(2) The terms of this Agreement shall not apply to any employee who was on 29 July 1957 or thereafter becomes a participant in and member of any fund providing provident and/or pension benefits, which was in existence on the said date (and in which the employer of that employee was on the said date a participant) or to the employer of that employee during such period only as such fund continues to operate and both employer and employee are participants therein: Provided that a fund which provides solely for payment on death of benefits shall not be deemed to be a pension or provident fund for purposes of this Agreement.

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

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)

Fire Protection Industries Association of South Africa
Forging Association of Southern 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 Association
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
Pressure Vessel Manufacturers' Association of South Africa
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. Fasteners Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Electro-Plating Industries Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Valve Manufacturers' Association
South African Wrought Non-Ferrous Metal Manufacturers' Association
South African Industrial Refrigeration and Air Conditioning Contractors' Association
Transvaal and O.F.S. Foundry Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union 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
Suid-Afrikaanse Yster-, Staal-, en Verwante Nywerhede-Unie

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

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

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nederstelling van Walvisbaai, nagekom word;

(b) 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 werknemer wat op 29 Julie 1957, 'n deelnemer is of lid was of daarna geword het van enige fonds wat voorsiening maak vir voorsorg- en/of pensioenbystand, wat op genoemde datum bestaan het en waarin die werkgever van daardie werknemer op genoemde datum deelgeneem het, of op die werkgever van daardie werknemer gedurende slegs dié tydperk wat sodanige fonds in werking bly en beide die werkgever en die werknemer daarin deelneem: Met dien verstande dat 'n fonds wat uitsluitlik vir die betaling van bystand by afsterwe voorsiening maak vir die toepassing van hierdie Ooreenkoms nie geag word 'n pensioen- of voorsorgfonds te wees nie.

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

2. PERIOD OF OPERATION

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force until 4 May 1985 or for such period as may be determined by the Minister.

3. SPECIAL PROVISIONS

The provisions contained in section 7 of the Agreement as published under Government Notices R. 1028 of 23 May 1980, as amended and re-enacted by Government Notices R. 1333 of 27 June 1980, R. 882 of 1 May 1981, R. 1206 of 25 June 1982, R. 1382 of 1 July 1983 and R. 1883 of 31 August 1984 (hereinafter referred to as the Former Agreement) shall apply to employers and employees.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 5 (as amended by section 5 hereunder), 6, 8 and 9 of the Former Agreement shall apply to employers and employees.

5. SECTION 5.—CONTRIBUTIONS

Substitute the following for the existing subsection (7):

"(7) Should any amount due in terms of this clause 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 a monthly rate of one twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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."

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 225

8 February 1985

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF METAL INDUSTRIES MEDICAL AID FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 November 1985, 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.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE**METAL INDUSTRIES MEDICAL AID FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 4 Mei 1985 of vir die tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Die bepalings vervat in klousule 7 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 1028 van 23 Mei 1980, soos gewysig en herbekragtig deur Goewermmentskennisgewings R. 1333 van 27 Junie 1980, R. 882 van 1 Mei 1981, R. 1206 van 25 Junie 1982, R. 1382 van 1 Julie 1983 en R. 1883 van 31 Augustus 1984 (hierin na verwys as die Vorige Ooreenkoms) sal van toepassing wees op werkgewers en werknemers.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 5 (soos gewysig deur klousule 5 hieronder) 6, 8 en 9 van die Vorige Ooreenkoms sal van toepassing wees op werkgewers en werknemers.

5. KLOUSULE 5.—BYDRAES

Vervang die bestaande subklousule (7) deur die volgende:

"(7) Indien enige bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgever op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van eentwaalfde van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word: Met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld."

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 225

8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAGTIGING VAN MEDIESE HULPFONDSOOREENKOMS VIR DIE METAALNYWERHEDE**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 November 1985 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.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE**MEDIESE HULPFONDSOOREENKOMS VIR DIE METAALNYWERHEDE**

ingevoelge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aangeaan tussen die

Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineer's and Founders' Association
Constructional Engineering 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern 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 Association
 Natal Engineering Industries Association
 Non-Ferrous Metal Industries Association of South Africa
 Plastic Manufacturers' Association of South Africa
 Plumbers and Engineers Brassware Manufacturers' Association
 Port Elizabeth Engineers' Association
 Precision Manufacturing Engineers' Association
 Pressure Vessel Manufacturers' Association of South Africa
 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. Electro-Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television 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

(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. 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 employers and their employees who are participants with the employer in any scheme providing medical benefits in existence as at 18 July 1966, to which the employer concerned contributes not less than 45c per week for each employee who is a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 45c for each such employee per week.

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

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 November 1985 or for such period as may be determined by the Minister.

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 Association
 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
 Pressure Vessel Manufacturers' Association of South Africa
 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. Electro Plating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television 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

(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. TOEPASSINGSBESTEK VAN OOREENKOMS

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

(2) Hierdie Ooreenkoms is nie van toepassing nie op werkgewers en hul werknemers wat saam met die werkgewer deelnemers is in 'n skema wat mediese bystand verskaf en wat bestaan het op 18 Julie 1966 en waartoe die betrokke werkgewer weekliks minstens 45c bydra ten opsigte van elke werknemer wat lid is van die skema en andersins deur hierdie Ooreenkoms gedek word tervyl sodanige skema in werking bly en genoemde werkgewer en werknemers voortgaan om deelnemers in die skema te wees en die werkgewer voortgaan om 'n bydrae van minstens 45c per week ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur 'n fonds wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 November 1985 of vir dié tydperk wat die Minister bepaal.

3. GENERAL PROVISIONS

The provisions contained in sections 3 to 6 (as amended by section 4 hereunder) and 8 to 10 (as amended by sections 5, 6 and 7 hereunder) of the Agreement published under Government Notice R. 1336 of 27 June 1980, as amended and re-enacted by Government Notices R. 2437 of 28 November 1980, R. 883 of 1 May 1981 and R. 1208 of 25 June 1982, R. 47 of 14 January 1983, R. 1380 of 1 July 1983, R. 471 of 9 March 1984 and R. 1831 of 31 August 1984 (hereinafter referred to as the former Agreement) shall apply to employers and employees.

4. SECTION 6.—MEMBERSHIP

Substitute the following for the existing subsection (3):

“(3) Notwithstanding the provisions of subsections (1) and (2), a member who has paid contributions to the Fund for at least five years immediately prior to retirement, or the widow of a deceased member, may apply to the Board of Management to continue participating in the Fund and, if accepted, may participate provided that he/she contributes monthly in advance an amount as determined hereunder:

(a) Bona fide pensioners who are not in full time employment be required to pay only the employee's share of the contributions as prescribed in section 9 (2);

(b) widows of deceased members who have not paid contributions to the Fund for at least five years immediately prior to their death, be required to pay an amount equal to the employee and employer contributions as prescribed in section 9 (2) and (5);

(c) widows of deceased members who paid contributions to the Fund for at least five years immediately prior to their death, who themselves are of retirement age, be required to pay only the employee's share of the contributions as prescribed in section 9 (2);

(d) where the former employer of the retired or the deceased member wishes to pay the contributions in full or in part relating to such retired member or the widow of the said deceased member, nothing shall be construed in this Agreement to preclude such a mutual arrangement being entered into by the said parties.”

5. SECTION 8.—DEPENDANTS

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

“(b) The legal wife only of a member who participates in terms of section 6 (3) (a);”

6. SECTION 9.—CONTRIBUTIONS

Substitute the following for the existing subsection (6):

“(6) Should any amount due in terms of this clause 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 monthly rate of one twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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.”

7. SECTION 10.—BENEFITS

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

“(a) payment for expenses, other than expenses for dental services and optical services, not exceeding the amount of R7 500 in the aggregate in each cycle of 52 weeks of contributory service for the member and his dependants, which shall include payments in respect of—

- (i) expenses for confinements not exceeding R350 per confinement;
- (ii) medicines [other than medicines under (iii) and (iv) below] not exceeding R600 in the aggregate for the member and his dependants;
- (iii) medicines received whilst confined in hospital;
- (iv) sustaining medicines in cases of chronic illnesses where medical evidence acceptable to the Fund is produced certifying the need for such sustaining medicines.”

Signed at Johannesburg for and on behalf of the parties this 28th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

3. ALGEMENE BEPALINGS

Die bepalinge vervat in klousules 3 tot 6 (soos gewysig deur klousule 4 hieronder) en 8 tot 10 (soos gewysig deur klousule 5, 6 en 7 hieronder) van die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 1336 van 27 Junie 1980, soos gewysig en herbekragtig deur Goewermenskennisgewings R. 2437 van 28 November 1980, R. 883 van 1 Mei 1981, R. 1208 van 25 Junie 1982, R. 47 van 14 Januarie 1983, R. 1380 van 1 Julie 1983, R. 471 van 9 Maart 1984 en R. 1881 van 31 Augustus 1984, sal van toepassing wees op werkgewers en werknemers.

4. KLOUSULE 6.—LIDMAATSKAP

Vervang die bestaande subklousule (3) deur die volgende:

“(3) Ondanks subklousules (1) en (2), kan 'n lid wat vir minstens vyf jaar voor aftrede bydraes gemaak het tot die Fonds, of die weduwee van 'n afgestorwe lid, by die Bestuursraad aansoek doen om 'n lid van die Fonds te bly, en as dit toegestaan word, kan hy/sy dit doen met dien verstande dat hy/sy maandeliks vooruit 'n bedrag bydra soos hierbo voorsien:

(a) Bona fide gepensioeneerdes wat nie voltyds in diens is nie sal van vereis word om slegs die werknemer se deel van die bydraes te betaal soos in klousule 9 (2) voorgeskryf;

(b) die weduwees van afgestorwe lede wat nie minstens vyf jaar bydraende lede van die Fonds was nie sal van vereis word om 'n bedrag te betaal gelykstaande aan die werkgewer en werknemer bydrae soos voorgeskryf in klousule 9 (2) en (5);

(c) van die weduwees van afgestorwe lede wat minstens vyf jaar onmiddellik voor hul dood bydraes tot die Fonds betaal het, wat self die aftreouderdom bereik het, vereis word om slegs die werknemer se deel van die bydraes te betaal soos in klousule 9 (2) voorgeskryf;

(d) waar die vorige werkgewer van die afgetrede of afgestorwe lid die bydrae ten opsigte van sodanige afgetrede lid of die weduwee van genoemde afgestorwe lid ten volle of gedeeltelik wil betaal, niks in hierdie Ooreenkoms so uitgelê moet word dat dit genoemde partye belet om so 'n onderlinge reëling aan te gaan nie.”

5. KLOUSULE 8.—AFHANKLIKES

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

“(b) die wettige vrou slegs van 'n lid wat ingevolge Klousule 6 (3) (a) deelneem;”

6. KLOUSULE 9.—BYDRAES

Vervang die bestaande subklousule (6) deur die volgende:

“(6) Indien enige bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van een-twaalfde van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word: met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld.”

7. KLOUSULE 10.—BYSTAND

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

“(a) Betaling van koste, behalwe vir tandheelkundige en optiese dienste, van altesaam hoogstens R7 500 in elke siklus van 52 weke bydraende diens vir die lid en sy afhanklikes, wat sal insluit betalings ten opsigte van—

- (i) bevallingskoste van hoogstens R350 per bevaling;
- (ii) medisyne [anders dan medisyne in (iii) en (iv) genoem] van hoogstens R600 gesamentlik vir die lid en sy afhanklikes;
- (iii) medisyne ontvang gedurende hospitalisasie;
- (iv) onderhoudende medikasie in gevalle van kroniese ongesteldheid waar mediese bewys, aanvaarbaar vir die Fonds, voorsien kan word ter sertifisering van die nodigheid van sodanige onderhoudende medikasie.”

Namens die partye op hede die 28ste dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 226

8 February 1985

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF GROUP PENSION FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1989, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (b), 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

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

GROUP PENSION FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineer's and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturer's Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
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. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association

No. R. 226

8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS EN METALLURGIESE NYWERHEID.—HERBEKRAGTIGING VAN GROEPSPENSIENFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b), 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1989 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

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

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' 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)
Forging Association of Southern 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 Association
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. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association

S.A. Machine Tool Manufacturers' Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

1. SCOPE OF APPLICATION OF AGREEMENT

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed—

(a) throughout the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the 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 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 that—

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

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

(iii) 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) 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.

2. PERIOD OF OPERATION OF AGREEMENT

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force until 31 December 1989 or for such period as may be determined by the Minister.

3. SPECIAL PROVISIONS

The provisions contained in section 7 of the Agreement published under Government Notice R. 1316 of 23 June 1978, as amended and re-enacted by Government Notices R. 1464 of 29 June 1979, R. 1343 of 27 June 1980 and R. 2471 of 11 November 1983 (hereinafter referred to as the "former Agreement") shall apply to employers and employees.

S.A. Machine Tool Manufacturer's Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Radio and Television Manufacturer's Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' 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. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Behoudens andersluidende bepalings in hierdie klousule, is hierdie Ooreenkoms van toepassing en moet dit nagekom word—

(a) in die Republiek van Suid-Afrika, uitgesonderd die hawe en nederstelling van Walvisbaai; en

(b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is.

(2) Hierdie Ooreenkoms is nie van toepassing nie op 'n werkgever 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 'n pensioen-/voorsorgskema geregistreer kragtens die Wet op Pensioenfondse, 1956 (Wet 24 van 1956) (hierna die "huishoudelike skema" genoem), wat op genoemde datum bestaan het, of op die werkgever van daardie werknemer; net gedurende die tydperk wat sodanige huishoudelike skema in werking bly en beide die werkgever en die werknemer daarin deelneem:

Met dien verstande dat—

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

(ii) 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) die Raad die voordele wat deur sodanige huishoudelike skema betaalbaar is, nie beskou as minder gunstig as die voordele onder die Groeppensioenfonds vir die Metaalnywerheid nie;

(iv) met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms, die bydraes wat aan sodanige huishoudelike skema deur die werknemer en deur die werkgever 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 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 wysigings tot op die datum van inwerkingtreding van hierdie Ooreenkoms terugwerkend is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 31 Desember 1989 of vir 'n tydperk wat die Minister bepaal.

3. SPESIALE BEPALINGS

Die bepalings vervat in klousule 7 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1316 van 23 Junie 1978, soos gewysig en herbekragtig by Goewermentskennisgewings R. 1464 van 29 Junie 1979, R. 1343 van 27 Junie 1980 en R. 2471 van 11 November 1983 (hierna die "Vorige Ooreenkoms" genoem), is van toepassing op werkgewers en werknemers.

4. GENERAL PROVISIONS

The provisions contained in sections 3 to 5 (as amended by section 5 hereunder), 6, 8 and 9 of the Former Agreement shall apply to employers and employees.

5. SECTION 5.—CONTRIBUTIONS

Substitute the following for the existing subsection (8):

“(8) Should any amount due in terms of this clause 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 monthly rate of one-twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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.”

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 227

8 February 1985

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF TECHNOLOGICAL FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 November 1988, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 and 2, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 November 1988, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE**NATIONAL INDUSTRIAL COUNCIL FOR THE IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES****TECHNOLOGICAL FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association

4. ALGEMENE BEPALINGS

Die bepaling vervat in klousules 3 tot 5 (soos gewysig by klousule 5 hieronder), 6, 8 en 9 van die Vorige Ooreenkoms is van toepassing op werkgewers en werknemers.

5. KLOUSULE 5.—BYDRAES

Vervang die bestaande subklousule (8) deur die volgende:

“(8) Indien enige bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van een-twaalfde van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word: met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld.”

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 227

8 February 1985

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAGTIGING VAN TECHNOLOGIESE FONDSOOREENKOMS**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepaling van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 November 1988 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepaling van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 November 1988 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE**NASIONALE NYWERHEIDSRaad VIR DIE YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID****TEKNOLOGIESE FONDSOOREENKOMS**

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' 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
Forging Association of Southern 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 Association
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
Pressure Vessel Manufacturers' Association of South Africa
Precision Manufacturing Engineers' Association
Radio Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Equipment Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
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. Valve Manufacturers' 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 the parties to the National Industrial Council of the Iron, Steel, Engineering and Metallurgical Industry.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed throughout the Republic excluding the port and settlement of Walvis Bay, by employers in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 3 November 1988 or for such period as the Minister may determine.

3. GENERAL PROVISIONS

The provisions contained in clauses 3, 4 (as amended by clause 4 hereunder) and 5 of the Agreement published under Government Notice R. 1334 of 27 June 1980, as re-enacted and amended by Government Notice, R. 1377 of 1 July 1983, (hereinafter referred to as the former Agreement), shall apply to employers.

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
Forging Association of Southern 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 Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastic Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Precision Manufacturing Engineers' Association
Radio Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Equipment Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
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. Valve Manufacturers' 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. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet oral in die Republiek, uitgesonderd die hawe en nedersetting van Walvisbaai, nagekom word deur werkgewers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede is van die werkgewersorganisasies.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Mannekrag ingevolge artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 3 November 1988 of vir sodanige tydperk as wat die Minister bepaal.

3. ALGEMENE BEPALINGS

Die bepalinge vervat in klousules 3, 4 (soos gewysig deur klousule 4 hieronder) en 5 van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1334 van 27 Junie 1980, soos gewysig en herbekragtig deur Goewermentskennisgewing R. 1377 van 1 Julie 1983, hierin na verwys as die Vorige Ooreenkoms sal van toepassing wees op werkgewers.

4. CLAUSE 4.—CONTRIBUTIONS

Substitute the following for the existing subclause (5):

"(5) Should any amount due in terms of this clause 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 a monthly rate of one-twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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."

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 228

8 February 1985

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF EDUCATION AND TRAINING FUND AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1987, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1, 2 and 3, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1987, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

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

METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association

4. KLOUSULE 4.—BYDRAES

Vervang die bestaande subklausule (5) deur die volgende:

"(5) Indien enige bedrag wat ooreenkomstig hierdie klausule verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgever op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van een-twaalfde van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word. Met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld."

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 228

8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS EN METALLURGIESE NYWERHEID.—HERBEKRAGTIGING VAN OPVOEDKUNDIGE EN OPLEIDINGSFONDSOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1987 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klausules 1, 2 en 3, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1987 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klausule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

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

OPVOEDKUNDIGE EN OPLEIDINGSFONDS VIR DIE METAAL- EN INGENIEURSNYWERHEID OOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' 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
 Forging Association of Southern 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 Association
 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
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Equipment Manufacturers' and Suppliers' 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
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' 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
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 National Union of Engineering Industrial and Allied Workers
 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
 Steel, Engineering and Allied Workers' Union of South Africa
 (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.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed throughout the Republic of South Africa excluding the port and settlement of Walvis Bay by employers in the Iron, Steel, Engineering and Metallurgical Industry who are members of the employers' organisations.

2. PERIOD OF OPERATION OF THE AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Labour Relations Act, 1956, and shall remain in force until 30 September 1987 or for such period as the Minister may determine.

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
 Forging Association of Southern 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 Association
 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
 Pressure Vessel Manufacturers' Association of South Africa
 Radio, Appliance and Television Association of South Africa
 Refrigeration and Air Conditioning Equipment Manufacturers' and Suppliers' 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
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Pump Manufacturers' Association
 S.A. Radio Manufacturers' Association
 S.A. Reinforced Concrete Engineers' Association
 S.A. Tube Makers' Association
 S.A. Valve Manufacturers' Association
 S.A. Wire and Wire Rope Manufacturers' Association
 S.A. Wrought Non-Ferrous Metal Manufacturers' 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
 Electrical and Allied Workers' Union of South Africa
 Engineering Industrial Workers' Union of South Africa
 Iron Moulders' Society of South Africa
 National Union of Engineering Industrial and Allied Workers
 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
 Steel, Engineering and Allied Workers' Union of South Africa

(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. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet oral in die Republiek van Suid-Afrika, uitsonderd die hawe en nedersetting van Walvisbaai, nagekom word deur werkgewers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid wat lede van die werkgewersorganisasies is.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Mannekrag, kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasgestel word en bly van krag tot 30 September of vir dié tydperk wat die Minister bepaal.

3. SPECIAL PROVISIONS

The provisions contained in section 6 of Part I of the Agreement as published under Government Notice R. 2535 of 26 November 1982 as re-enacted and amended by Government Notice R. 1383 of 1 July 1983, (hereinafter referred to as the former Agreement) shall apply to employers who are members of the employers' organisations.

4. GENERAL PROVISIONS

The provisions contained in sections 3, 4 (as amended by section 5 hereunder), 5 and 7 of Part I, Part II and Part III of the Former Agreement shall apply to employers.

PART I OF THE FORMER AGREEMENT**5. SECTION 4.—METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND**

Substitute the following for the existing subsection (d):

“(d) Should any amount due in terms of this clause 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 a monthly rate of one twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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.”

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 229

8 February 1985

LABOUR RELATIONS ACT, 1956**IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—RE-ENACTMENT OF ENGINEERING AND ALLIED INDUSTRIES EMPLOYEES MEDICAL AID FUND AGREEMENT**

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 16 February 1990, 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.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE**ENGINEERING AND ALLIED INDUSTRIES MEDICAL AID FUND AGREEMENT**

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal

3. SPESIALE BEPALINGS

Die bepalings vervat in klousule 6 van Deel I van die Ooreenkoms gepubliseer by Goewermenskennigsgewing R. 2535 van 26 November 1982 soos herbekragtig en gewysig deur Goewermenskennigsgewing R. 1383 van 1 Julie 1983 (hierin na verwys as die vorige ooreenkoms) sal van toepassing wees op werkgewers wie lede is van die werkgewersorganisasies.

4. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3, 4 (soos gewysig deur klousule 5 hieronder), 5 en 7 van Deel I, Deel II en Deel III van die vorige Ooreenkoms sal van toepassing wees op werkgewers.

DEEL I VAN DIE VORIGE OOREENKOMS**5. KLOUSULE 4.—OPVOEDKUNDIGE EN OPLEIDINGSFONDS VIR DIE METAAL- EN INGENIEURSNYWERHEDE**

Vervang die bestaande subklousule (d) deur die volgende:

“(d) Indien enige bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van een-twaalfde van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word: Met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld.”

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 229

8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956**YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERBEKRAGTING VAN MEDIESE HULPFONDSOOREENKOMS VIR WERKNEMERS IN DIE INGENIEURS- EN AANVERWANTE NYWERHEDE**

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 16 Februarie 1990 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.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE**MEDIESE HULPFONDSOOREENKOMS VIR WERKNEMERS IN DIE INGENIEURS- EN AANVERWANTE NYWERHEDE**

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Cape Engineers' and Founders' Association
Constructional Engineering 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)
Fire Protection Industries Association of South Africa
Forging Association of Southern 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 Association
 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
 Pressure Vessel Manufacturers' Association of South Africa
 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. Electroplating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television 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

(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
 Radio, Television, Electronic 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 parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry.

1. 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—

(a) employees whilst they are participating in the Metal Industries Medical Aid Fund in force of the time being;

(b) an employer and his employees who were participants with the employer in any scheme providing medical benefits which was in existence prior to 7 February 1975 (and in which the employer of those employees was on the said date a participant) and to which the employer concerned contributed not less than 50c per week for each employee who was a member of the scheme and otherwise covered by this Agreement, while such scheme continues to operate and the said employer and his employees continue as participants in the scheme and the employer continues to pay a contribution of not less than 50c for each such employee per week.

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

2. PERIOD OF OPERATION OF AGREEMENT

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall remain in force until 16 February 1990 or for such period as may be determined by the Minister.

3. GENERAL PROVISIONS

The provisions contained in clauses 3 to 8 (as amended by section 4 hereunder) and 9 to 18 of the Agreement published under Government Notice R. 296 of 15 February 1980, as amended by Government Notices R. 1344 of 27 June 1980, R. 887 of 1 May 1981, R. 1209 of 25 June 1982, R. 1381 of 1 July 1983, R. 470 of 9 March 1984 and R. 1885 of 31 August 1984 (hereinafter referred to as the former Agreement), shall apply to employers and employees.

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 Association
 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
 Pressure Vessel Manufacturers' Association of South Africa
 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. Electroplating Industries Association
 S.A. Fasteners Manufacturers' Association
 S.A. Foundry Association
 S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
 S.A. Machine Tool Manufacturers' Association
 S.A. Radio and Television 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

(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
 Radio, Television, Electronic 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.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

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

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

(a) werknemers terwyl hulle deelnemers is in die Mediese Hulpfonds van die Metaalnywerhede wat vir die oomblik van krag is;

(b) 'n werkgever en sy werknemers wat saam met die werkgever deelnemers was in 'n skema wat mediese voordele verskaf en wat bestaan het voor 7 Februarie 1975 (en waarin die werkgever van dié werknemers op genoemde datum 'n deelnemer was) en daartoe die betrokke werkgever weekliks minstens 50c bygedra het ten opsigte van elke werknemer wat lid was van die skema en andersins deur hierdie Ooreenkoms gedek word; terwyl sodanige skema in werking bly en genoemde werkgever en sy werknemers voortgaan om deelnemers in die skema te wees en die werkgever voortgaan om 'n bydrae van minstens 50c per week ten opsigte van elke sodanige werknemer te betaal.

(3) Ondanks subklousule (2), is hierdie Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van werknemers wat nie gedek word deur die fonds of skema wat in daardie subklousule bedoel word nie, of wat ophou om daardeur gedek te word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet vasstel en bly van krag tot 16 Februarie 1990 of vir 'n tydperk wat die Minister bepaal.

3. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 tot 8 (soos gewysig deur klousule 4 hieronder), 9 tot 18 van die Ooreenkoms gepubliseer by Goewermmentskennisgewing R. 296 van 15 Februarie 1980, soos gewysig en herbekragtig deur Goewermmentskennisgewings R. 1344 van 27 Junie 1980, R. 887 van 1 Mei 1981, R. 1209 van 25 Junie 1982, R. 1381 van 1 Julie 1983, R. 470 van 9 Maart 1984 en R. 1885 van 31 Augustus 1984 (hierin na verwys as die vorige Ooreenkoms), sal van toepassing wees op werkgewers en werknemers.

4. SECTION 8.—CONTRIBUTIONS

Substitute the following for the existing subsection (4):

“(4) Should any amount due in terms of this clause 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 a monthly rate of one twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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.”

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 230

8 February 1985

LABOUR RELATIONS ACT, 1956

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

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations 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 Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1989, 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, excluding those contained in clause 1 (1) (b), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 March 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

SCHEDULE

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

REGISTRATION AND ADMINISTRATION EXPENSES AGREEMENT

in accordance with the provisions of the Labour Relations Act, 1956, made and entered into by and between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association

4. KLOUSULE 8.—BYDRAES

Vervang die bestaande subklausule (4) deur die volgende:

“(4) Indien enige bedrag wat ooreenkomstig hierdie klausule verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgewer op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van een-twaalfde van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word: Met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld.”

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 230

8 Februarie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 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, uitgesonderd dié vervat in klausule 1 (1) (b), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Maart 1989 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 Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klausule 1 van die Wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

BYLAE

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

REGISTRASIE EN ADMINISTRASIEFONDSOOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' 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
Forging Association of Southern 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 Association
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
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association

Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Association of Shipbuilders and Repairers
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

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

(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 Registration and Administration Expenses Agreement published under Government Notice R. 1552 of 27 July 1984.

PART I

GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
(a) throughout the Republic of South Africa; and
(b) by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions respectively.

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
Forging Association of Southern 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 Association
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
Pressure Vessel Manufacturers' Association of South Africa
Refrigeration and Air Conditioning—Manufacturers' and Suppliers' 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. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' 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
Electrical and Allied Workers' Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Mineworkers' Union
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
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 Registrasie en Administrasiefondsooreenkoms gepubliseer by Goewermentskennisgewing R. 1552 van 27 Julie 1984 te wysig.

DEEL I

ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word—
(a) oral in die Republiek van Suid-Afrika; en
(b) deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.

(2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—

(a) the manufacture for sale of standard high-speed cutting tools made from high-speed steel by means of plant and/or equipment and/or methods, specifically adapted and/or designed for production by repetitive processes in the Magisterial Districts of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;

(b) the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;

(c) assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic principles, or any combination of such principles, that are primarily intended for use in accounting and/or business and/or calculating and/or office and/or educational procedures;

(d) the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;

(e) the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;

(f) the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;

(g) the production for sale of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;

(h) the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;

(i) (i) manufacture by mass production methods from sheetmetal of a gauge not heavier than 2 108 mm of—

(aa) commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

(ii) manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.

For the purposes of subparagraphs (i) and (ii), a "container" shall mean a plain or lithographed article designed for the packaging for transport or sale of products and capable of being closed by means of a lid or cap or any other type of closure;

(j) the manufacture from tinplate not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kits, tools and documents, and other lines manufactured principally from such tinplate.

(3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—

(a) apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under training in terms of section 30 of the Manpower Training Act, 1981, only in so far as they are not inconsistent with the provisions of that Act of any conditions fixed thereunder.

PART II

2. SECTION 1.—CONTRIBUTIONS

Substitute the following for the existing subsection (7):

"(7) Should any amount due in terms of this clause 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 monthly rate of one twelfth of the maximum rate applicable as provided for in the regulations to the Limitations and Disclosure of Finance Charges Act, 1968, from time to time, 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."

Signed at Johannesburg for and on behalf of the parties this 13th day of November 1984.

H. FERREIRA, Chairman.

C. J. M. PRINSLOO, Vice-Chairman.

A. O. DE JAGER, General Secretary.

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

(a) die vervaardiging vir verkoop van standaard snelygereedskap gemaak van sneldraaistaal deur middel van installasies en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse in die landdrostrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;

(b) die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die woordomsyning van "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;

(c) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, toestelle en apparaat, of dit van hand-, fotografiese, meganiese, elektriese, elektrostatiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir gebruik in rekeningkunde- en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;

(d) die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;

(e) die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;

(f) die Slotmakerybedryf in die landdrostrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;

(g) die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrostrikte Brits, Germiston, Kempton Park en Pretoria;

(h) die installering en/of herstel en/of versiening van radio's en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;

(i) (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte nie swaarder as 2 108 mm nie van—

(aa) kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;

(ab) deksels vir bottels, flesse en ander houers;

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoontablette;

(ii) die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaalklompes. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.

Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word;

(j) die vervaardiging uit tinplaat van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.

(3) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—

(a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangegaan of voorwaardes daarkragtens vasgestel; en

(b) kwekelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

DEEL II

2. KLOUSULE 1.—BYDRAES

Vervang die bestaande subklousule (7) deur die volgende:

"(7) Indien enige bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie deur die Raad ontvang word teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is nie, moet die werkgever op sodanige bedrag of op sodanige kleiner bedrag wat nog nie betaal is nie, rente betaal bereken op 'n maandelikse basis teen 'n koers van een-twaalfde van die maksimum koers van toepassing, soos van tyd tot tyd voorsien in die regulasies tot die Wet op Beperking en Bekendmaking van Finansieringskoste, 1968, vanaf sodanige 15de dag tot op die dag waarop betaling in kontant werklik ontvang word: met dien verstande dat die Raad daartoe geregtig is om in sy onbeperkte diskresie betaling van sodanige rente of gedeelte daarvan kwyt te skeld."

Namens die partye op hede die 13de dag van November 1984 te Johannesburg onderteken.

H. FERREIRA, Voorsitter.

C. J. M. PRINSLOO, Onder-voorsitter.

A. O. DE JAGER, Hoofsekretaris.

Please keep our country, South
Africa, clean!



Help om ons land, Suid-Afrika,
skoon te hou!

Use it.

Don't abuse

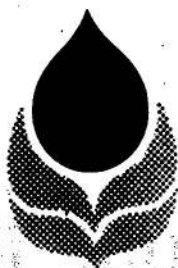


it.

water is for everybody

Werk mooi daarmee.

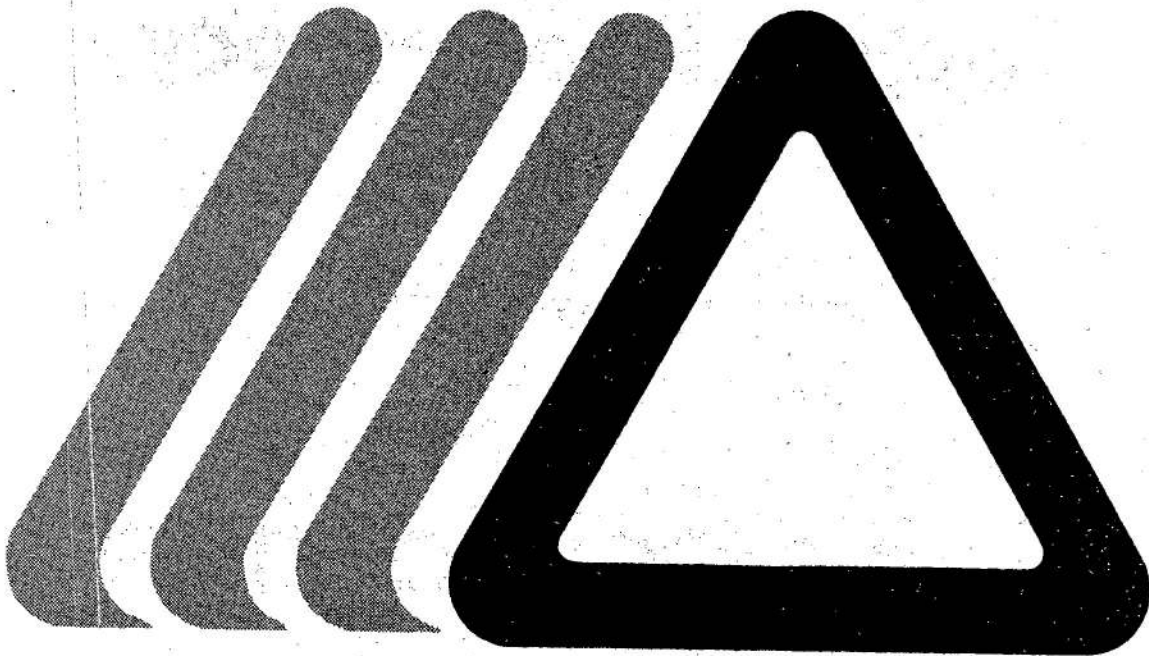
Ons leef



daarvan.

water is kosbaar

**Drinking and driving is a criminal
offence**



**Drink en bestuur is 'n kriminele
oortreding**

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