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[No. 12937

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

R3045

4 January 1991

LABOUR RELATIONS ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY

RE-ENACTMENT OF LIFT ENGINEERING AGREEMENT

I, ELI VAN DER MERWE LOUW, 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 1991, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation 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), 2, 3(2), 5 and proviso (iv) to clause 6(2), shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1991, 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.

ELI V.D. M. LOUW
Minister of Manpower

GOEWERMENTSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

R.3045

4 Januarie 1991

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID

HERBEKRAGTIGING VAN HYSBAKINGENIEURSOOREENKOMS

Ek, ELI VAN DER MERWE LOUW, 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 1991 eindig, bindend is vir die werkgewersorganisasie 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(2), 2, 3(2), 5 en voorbehoudsbepaling (iv) by klousule 6(2), met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1991 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.

ELI V.D. M. LOUW
Minister van Mannekrag

SCHEDULE

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

ISPA SUBGROUP AGREEMENT

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

Iron and Steel Producers' Association of South Africa

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Iron Moulders' Society of South Africa

S.A. Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

Suid-Afrikaanse 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

The terms of this Agreement shall be observed in the Magisterial Districts of Durban, Germiston and Johannesburg by McWillaw Steel (Pty) Ltd, Scaw Metals Ltd and George Stott and Company (Pty) Ltd and by their employees who are members of the trade unions.

2. PERIOD OF OPERATION OF AGREEMENT

The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Manpower in terms of section 48 of the Act and shall run concurrently with the Main Agreement so as to expire simultaneously therewith.

3. DEFINITIONS

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

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

"Main Agreement" means the Agreement published under Government Notice R. 1329 of 27 June 1980 and includes any re-enactment, renewal, amendment or extension thereof.

4. GENERAL PROVISIONS

The following provisions of the Main Agreement shall *mutatis mutandis* apply to the employers and employees to whom this Agreement applies:

- (a) Sections 1(3) to (5) inclusive, 3 to 22 inclusive, 24 to 27 inclusive and 29 to 37 inclusive of Part I, and all the provisions of Part II;
- (b) sections 23 and 28 of Part I.

Signed at Johannesburg, for and on behalf of the parties, this 29th day of October 1990.

W. P. COETZEE,
Chairman

J. DE W. TROTSKIE,
Vice-Chairman

A. O. DE JAGER,
General Secretary.

SCHEDULE

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

AGREEMENT

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

BYLAE

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

ISPA-SUBGROEPOOREENKOMS

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

Iron and Steel Producers' Association of South Africa

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Iron Moulders' Society of South Africa

S.A. Electrical Workers' Association

S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

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

Hierdie Ooreenkoms moet in die landdrostdistrikte Durban, Germiston en Johannesburg nagekom word deur McWillaw Steel (Pty) Ltd, Scaw Metals Ltd en George Stott & Co. (Pty) Ltd en deur hul werknemers wat lede van die vakverenigings is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Mannekrag ingevolge artikel 48 van die Wet vasgestel word, en het dieselfde tydsduur as die Hoof-ooreenkoms sodat dit gelyktydig daarmee verstryk.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word wat in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in dié Wet, en waar daar na 'n Wet verwys word, omvat dit ook alle wysigings van sodanige Wet; en, voorts, beteken—

"yster- en staalproduksiewerksaamhede" werksaamhede waarin werknemers betrokke is by prosesse in verband met en/of bykomstig tot die produksie van gesmede en/of gewalste en/of getrokke metaalprodukte en/of halffabrikate en/of vloeietaal en/of die vervaardiging van gegote metaalbalke;

"Hoof-ooreenkoms" die Ooreenkoms gepubliseer by Goewerments-kennisgewing R. 1329 van 27 Junie 1980 en sluit dit in enige herbekragtiging, hernuwing, wysiging of verlenging daarvan.

4. ALGEMENE BEPALINGS

Ondergenoemde bepalings van die Hoof-ooreenkoms is *mutatis mutandis* van toepassing op die werkgewers en dié werknemers op wie hierdie Ooreenkoms van toepassing is:

- (a) Klousules 1(3) tot en met (5), 3 tot en met 22, 24 tot en met 27 en 29 tot en met 37 van Deel I, en al die bepalings van Deel II;
- (b) klousules 23 en 28 van Deel I.

Namens die partye op hede die 29ste dag van Oktober 1990 te Johannesburg onderteken.

W. P. COETZEE,
Voorsitter

J. DE W. TROTSKIE,
Ondervoorsitter

A. O. DE JAGER,
Hoofsekretaris

BYLAE

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

OOREENKOMS

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

Lift Engineering Association of South Africa

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

Metal and Electrical Workers' Union of South Africa

and the

S.A. Electrical Workers' Association

(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 Agreement published under Government Notice R.2235 of 24 October 1986, as extended, renewed and amended by Government Notices R.1401 of 26 June 1987, R.1569 of 7 July 1987, R.1039 of 26 May 1989, R.1040 of 26 May 1989, and R.2468 and R.2469 of 10 November 1989.

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed—

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

(2) by all employers and employees who are members of the employers' organisation and the trade unions, respectively, which are parties to this Agreement;

(3) in the Iron, Steel, Engineering and Metallurgical Industries in respect of the installation and/or maintenance and/or repair of lifts and/or escalators.

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 June 1991 or for such period as the Minister may determine.

3. GENERAL PROVISIONS

The following provisions of the Agreement published under Government Notice No. R.1329 of 27 June 1980, as amended, extended and re-enacted by Government Notices Nos. 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 June 1983, R.1376 of 1 July 1983, R.2191 of 7 October 1983, R.922 of 11 May 1984, R.1329 of 29 June 1984, R.2092 of 21 September 1984, R.222 of 8 February 1985, R.1577 of 19 July 1985, R.997 of 23 May 1986, R.1744 of 22 August 1986, R.1567 of 14 July 1987, R.1568 of 17 July 1987, R.2455 of 30 October 1987, R.2545 of 13 December 1988, R.1327 of 23 June 1989, R.1328 of 23 June 1989 and R.2465 of 10 November 1989 (hereinafter referred to as the Former Main Agreement), shall *mutatis mutandis* apply to employers and employees to whom this Agreement applies:

- (1) Section 3, 4, 5(1) to 5(8) inclusive, 6 to 8(2) inclusive, 8(4)(a) to (f) inclusive, 8(4)(h) to 8(5) inclusive, 9 to 12 inclusive, 14 to 22 inclusive, 24 to 27 inclusive and 29 to 36 inclusive of Part I as hereinafter amended, and all the provisions of Part II;
- (2) sections 8(3), 8bis, and 28 of Part I; and
- (3) section 8(4)(g) of Part I.

4. SECTION 4.—SPECIAL CONDITIONS OF EMPLOYMENT

(1) In subsection (6)bis, substitute the following for the existing table:

"(a)

Wage Group	First leave cycle	Second leave cycle	Third or more leave cycle
	R	R	R
Wage Group 1 employees	1 964	2 104	2 337
Wage Group 2 employees	1 441	1 544	1 715
Wage Group 3 employees	920	986	1 095
Wage Group 4 employees	877	792	880

(b) Apprentices:	R
First leave cycle	687
Second leave cycle	842
Third leave cycle	1 165
Fourth leave cycle	1 863."

Lift Engineering Association of South Africa

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

Metal and Electrical Workers' Union of South Africa

en die

S.A. Electrical Workers' Association

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

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

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R.2235 van 24 Oktober 1986, soos verleng, hernieu en gewysig deur Goewermentskennisgewings R.1401 van 26 Junie 1987, R.1569 van 17 Julie 1987, R.1039 van 26 Mei 1989, R.1040 van 26 Mei 1989, en R.2468 en R.2469 van 10 November 1989, te wysig.

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet nagekom word—

(1) oral in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai;

(2) deur alle werkgewers en werknemers wat lede is van onderskeidelik die werkgewersorganisasie en die vakverenigings wat partye is by hierdie Ooreenkoms;

(3) in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede ten opsigte van die installering en/of onderhoud en/of herstel van hysers en/of roltrappe.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Mannekrag kragtens artikel 48 van die Wet op Arbeidsverhoudinge, 1956, vasstel en bly van krag tot 30 Junie 1991 of vir die tydperk wat die Minister bepaal.

3. ALGEMENE BEPALINGS

Die volgende bepalinge van die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R.1329 van 27 Junie 1980, soos gewysig, verleng en herbekragtig deur Goewermentskennisgewings Nos. 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, R.2092 van 21 September 1984, R.222 van 8 Februarie 1985, R.1577 van 19 Julie 1985, R.997 van 23 Mei 1986, R.1744 van 22 Augustus 1986, R.1567 van 4 Julie 1987, R.1568 van 17 Julie 1987, R.2455 van 30 Oktober 1987, R.2545 van 13 Desember 1988, R.1327 van 23 Junie 1989, R.1328 van 23 Junie 1989 op wie hierdie Ooreenkoms van toepassing is (hierna die Vorige Hoof-ooreenkoms genoem), is *mutatis mutandis* van toepassing op werkgewers en werknemers.

- (1) Klousules 3, 4, 5(1) tot en met 5(8), 6 tot en met 8(2), 8(4)(a) tot en met (f), 8(4)(h) tot en met 8(5), 9 tot en met 12, 14 tot en met 22, 24 tot en met 27 en 29 tot en met 36 van Deel I soos hieronder gewysig, en al die bepalinge van Deel II;
- (2) klousules 8(3), 8bis en 28 van Deel I; en
- (3) klousule 8(4)(g) van Deel I.

4. KLOUSULE 4.—SPESIALE DIENSVORWAARDES

(1) In subklousule (6)bis, vervang die bestaande tabel deur die volgende:

"(a)

Loongroep	Eerste verlofsiklus	Tweede verlofsiklus	Derde of latere verlofsiklus
	R	R	R
Werknemers, Loongroep 1	1 964	2 104	2 337
Werknemers, Loongroep 2	1 441	1 544	1 715
Werknemers, Loongroep 3	920	986	1 095
Werknemers, Loongroep 4	877	792	880

(b) Vakleerlinge:	R
Eerste verlofsiklus	687
Tweede verlofsiklus	842
Derde verlofsiklus	1 165
Vierde verlofsiklus	1 863."

- (2) Substitute the following for the existing subsection (7)(a)(i):
 "(a) *Travelling and subsistence allowance*.—(i) Where work is done away from the employer's establishment or the employee's working place necessitating travelling, the employee sent to do such work shall be reimbursed on the following basis:

Wage group	Allowance per day
1	R50,00
2	R50,00
3	R35,00
4	R35,00."

(3) In subsection (7)(a)(iii), substitute the expression "R4,00 per day" for the expression "R3,00 per day".

(4) In subsection (7)(b), substitute the expression "R4,00 per shift" for the expression "R3,00 per shift".

(5) In subsection (7)(d), substitute the expression "R8,00 per shift" for the expression "R3,00 per shift".

5. SECTION 5.—EMPLOYMENT OF TRADE UNION LABOUR

In the second and third lines of subclause (1), substitute the expression "... Metal and Electrical Workers' Union of South Africa ..." for the expression "... Electrical and Allied Workers' Trade Union of South Africa ...".

6. SECTION 6.—WAGES

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

"(1) No employer shall pay to employees engaged on work classified in subsection (3) of this section, wages lower than those stipulated and no employee shall accept wages lower than those stipulated, namely:

"(a):

In Wage Group 1: R13,49 per hour.
 In Wage Group 2: R9,90 per hour.
 In Wage Group 3: R6,32 per hour.
 In Wage Group 4: R5,08 per hour.

(b) **Apprentices:**

First year R4,72 per hour
 Second year R5,40 per hour
 Third year R6,75 per hour
 Fourth year R10,79 per hour".

- (2) Substitute the following for subsection (2):

"(2) Every employee who on the coming into operation of this Agreement is employed by an employer on work classified in this Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate of pay he was receiving immediately prior to the said date, plus an additional amount for his wage group as follows:

Class of work	Amount per hour
(a):	c
Wage Group 1 employees	186
Wage Group 2 employees	136
Wage Group 3 employees	92
Wage Group 4 employees	74
(b) Apprentices	
First year	65
Second year	75
Third year	93
Fourth year	149

Provided that—

- (i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase granted to such employee on or subsequent to 1 July 1990:

Provided that any employee to whom no increase or only a part of the prescribed increase was granted on or after 1 July 1990 shall be remunerated by the payment of an amount within 12 weeks after the date of coming into operation of this Agreement on the basis stated below:

- (2) Vervang die bestaande subklousule (7)(a)(i) deur die volgende:

"(a) *Reis- en verblyftoelae*.—(i) Wanneer werk verrig word op 'n ander plek as die werkgever se bedryfsinrigting of die werknemer se werkplek en sodanige werk meebring dat die werknemer moet reis, moet die werknemer wat gestuur word om sodanige werk te verrig vergoed word op die volgende basis:

Loongroep	Toelae per dag
1	R50,00
2	R50,00
3	R35,00
4	R35,00."

(3) In subklousule (7)(a)(iii), vervang die uitdrukking "R3,00 per dag" deur die uitdrukking "R4,00 per dag".

(4) In subklousule (7)(b), vervang die uitdrukking "R3,00 per skof" deur die uitdrukking "R4,00 per skof".

(5) In subklousule (7)(d), vervang die uitdrukking "R3,00 per skof" deur die uitdrukking "R8,00 per skof".

5. KLOUSULE 5.—INDIENSMENING VAN VAKVERENIGINGARBEID

In die tweede en derde reëls van subklousule (1), vervang die uitdrukking "... Electrical and Allied Workers' Trade Union of South Africa ..." deur die uitdrukking "... Metal and Electrical Workers' Union of South Africa ...".

6. KLOUSULE 6.—LONE

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

"(1) Geen werkgever mag aan werknemers wat werk verrig wat in subklousule (3) van hierdie klousule ingedeel is, lae lone betaal as die wat voorgeskryf is nie en geen werknemer mag lae lone aanvaar as die wat voorgeskryf is nie, naamlik:

"(a):

In Loongroep 1: R13,49 per uur.
 In Loongroep 2: R9,90 per uur.
 In Loongroep 3: R6,32 per uur.
 In Loongroep 4: R5,08 per uur.

(b) **Vakleerlinge:**

Eerste jaar R4,72 per uur
 Tweede jaar R5,40 per uur
 Derde jaar R6,75 per uur
 Vierde jaar R10,79 per uur".

- (2) Vervang subklousule (2) deur die volgende:

"(2) Elke werknemer wat by die inwerkingtrekking van hierdie Ooreenkoms by 'n werkgever in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgever in diens is en ongeag of sy werklike tarief van besoldiging onmiddellik vóór vermeldde datum hoër was as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, al dan nie, minstens die werklike tarief van besoldiging betaal word wat hy onmiddellik vóór vermeldde datum ontvang het, plus die volgende addisionele bedrag vir sy loongroep:

Klas werk	Bedrag per uur
(a):	c
Werknemers, loongroep 1	186
Werknemers, loongroep 2	136
Werknemers, loongroep 3	92
Werknemers, loongroep 4	74
(b) Vakleerlinge	
Eerste jaar	65
Tweede jaar	75
Derde jaar	93
Vierde jaar	149

Met dien verstande dat—

- (i) die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klaswerk verminder kan word met die bedrag van 'n verhoging wat op of na 1 Julie 1990 aan sodanige werknemer toegestaan is:

Met dien verstande dat 'n werknemer aan wie geen verhoging of slegs 'n gedeelte van die voorgeskrewe verhoging op of na 1 Julie 1990 toegestaan is binne 12 weke vanaf die datum van inwerkingtrekking van hierdie Ooreenkoms, besoldig moet word deur die betaling van 'n bedrag bereken op die grondslag hieronder uiteengesit:

Amount per hour for the employee's class of work pre- scribed above	Less, if any	Amount per hour of any increase granted to the employee on or after 1 July 1990
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multiplied by the number of hours for which the employee concerned was entitled to payment for his wage for the period from the start of the first shift on or after 1 July 1990 to the first shift for the amount per hour of the employee's class of work as prescribed above is paid or the date of coming into operation of this Agreement, whichever is the later.

- (ii) any employee who was engaged after 1 July 1990 at a rate of pay not less than the rate of pay prescribed for his class of work as at the coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;
- (iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1990 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;
- (iv) an employer who intends to grant increases to all employees or a particular category of employees in excess of the guaranteed personal minimum increases provided for above at the effective commencement date of the Agreement shall consult the trade unions of which the particular employees concerned are members.

Where an employer, following such consultation, grants such increases over and above that provided for in this Agreement, the Industrial Council shall be notified of the increases granted."

Signed at Johannesburg, for and on behalf of the parties, this 27th day of September 1990.

W. P. COETZEE,
Chairman.

J. DE W. TROTSKIE,
Vice-Chairman.

A. O. DE JAGER,
General Secretary.

Bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit	Minus (waar van toepassing)	Bedrag per uur van enige verhoging toegestaan aan die werknemer op of na 1 Julie 1990
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vermenigvuldig met die aantal ure wat die betrokke werknemer geregtig was op betaling van sy loon vir die tydperk vanaf die begin van sy eerste skof op of na 1 Julie 1990 tot die eerste skof ten opsigte waarvan die bedrag per uur vir die werknemer se klas werk soos hierbo uiteengesit betaal is of die datum van inwerkingtreding van hierdie Ooreenkoms, naamlik die laaste.

- (ii) 'n werknemer wat na 1 Julie 1990 in diens geneem is teen 'n loon van minstens dié wat vir sy klas werk by die inwerkingtreding van hierdie ooreenkoms voorgeskryf is, nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;
- (iii) geen werkgever die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1990 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, mag verminder nie, en dat geen werknemer 'n loon teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;
- (iv) 'n werkgever wat voornemens is om aan alle werknemers of 'n spesifieke kategorie werknemers verhogings toe te staan hoër as die gewaarborgde persoonlike minimum verhogings hierbo betaal vanaf die effektiewe datum van inwerkingtreding van hierdie Ooreenkoms, met die vakverenigings waarvan die spesifieke betrokke werknemers lede is, oorleg moet pleeg.

Waar 'n werknemer, na sodanige oorlegpleging, verhogings toestaan hoër as die in die Ooreenkoms bepaal, moet die Nywerheidsraad van sodanige verhogings verwettig word."

Namens die partye op hede die 27ste dag van September 1990 te Johannesburg onderteken.

W. P. COETZEE,
Voorsitter.

J. DE W. TROTSKIE,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

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