



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 1702

Registered at the Post Office as a Newspaper

PRICE 10c PRYS

OVERSEAS 15c OORSEE

POST FREE — POSVRY

REGULASIEKOERANT No. 1702

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 90]

PRETORIA, 1 DECEMBER 1972
1 DESEMBER

[No. 3721

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 2143 1 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

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

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

(a) R. 1432 of 4 September 1970, R. 1565 of 10 September 1971 and R. 2100 of 26 November 1971;

(b) R. 1434 of 4 September 1970 and R. 1566 of 10 September 1971; and

(c) R. 1436 of 4 September 1970 and R. 1567 of 10 September 1971;

to be effective from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday.

M. VILJOEN, Minister of Labour.

No. R. 2144 1 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

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

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, 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;

A—7017

GOEWERMENSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 2143 1 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

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

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

(a) R. 1432 van 4 September 1970, R. 1565 van 10 September 1971 en R. 2100 van 26 November 1971;

(b) R. 1434 van 4 September 1970 en R. 1566 van 10 September 1971; en

(c) R. 1436 van 4 September 1970 en R. 1567 van 10 September 1971;

van krag is met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag.

M. VILJOEN, Minister van Arbeid.

No. R. 2144 1 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, 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;

1—3721

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa and with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

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

AGREEMENT

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

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

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

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigene van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

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

OOREENKOMS

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

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

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

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

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

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

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, to amend the Main Agreement published under Government Notice R. 1432 of 4 September 1970, as corrected by Government Notice R. 2083 of 27 November 1970 and amended by Government Notices R. 1565 of 10 September 1971 and R. 2100 of 26 November 1971 and declared effective for a further period by Government Notice R. 2143 of 1 December 1972, as follows:

A. PART I

1. SECTION 1

(1) Substitute the following for subsection (2) (iii):

"(iii) 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."

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

"(x) 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;"

(3) In subsection (6), for the expression "sections 12, 13, 14 and 15" substitute the expression "sections 12, 13 and 14" and for the figure "R173.55" substitute the figure "R191,10".

2. SECTION 8

In subsection (1) (a), delete the expression "15 minutes after".

3. SECTION 11

In subsections (1) and (3), insert the words "Republic Day" between the words "Ascension Day" and "the Day of the Covenant".

4. SECTION 12

(1) In subsection (3) (a), for the figures "289" and "240", substitute the figures "288" and "239", respectively.

(2) In subsection (3) (c), insert the words "Republic Day" between the words "Ascension Day" and "the Day of the Covenant".

5. SECTION 14

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

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycles
	R	R	R	R
Where the class of work is schedule at Rates H or I and employees employed on watchman's work.....	25,00	28,00	31,00	34,00
Where the class of work is scheduled at Rates E, F or G.....	35,00	40,00	45,00	50,00
Where the employee's scheduled rate exceeds 51 cents per hour but does not exceed 69 cents per hour...	74,00	82,00	90,00	98,00
Where the employee's scheduled rate exceeds 69 cents per hour but does not exceed 81 cents per hour.....	86,00	95,00	104,00	113,00
Where the employee's scheduled rate exceeds 81 cents per hour but does not exceed 97,5 cents per hour...	123,00	136,00	149,00	162,00
Where the employee's scheduled rate exceeds 97,5 cents per hour.....	135,00	150,00	165,00	180,00"

(2) In subsection (2) (A), for the figure "120.00" substitute the figure "135,00".

(3) Delete subsection (6).

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

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, om die Hoof-ooreenkomste gepubliseer by Goewermentskennisgewing R. 1432 van 4 September 1970, soos verbeter by Goewermentskennisgewing R. 2083 van 27 November 1970 en gewysig by Goewermentskennisgewings R. 1565 van 10 September 1971 en R. 2100 van 26 November 1971 en vir 'n verdere tydperk bindend verklaar by Goewermentskennisgewing R. 2143 van 1 Desember 1972, soos volg te wysig:

A. DEEL I

1. KLOUSULE 1

(1) Vervang subklousule (2) (iii) deur die volgende:

"(iii) 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 landdrosdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg."

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

"(x) die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, instrumente en apparaat, of dit van hand-, fotografiese, 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;"

(3) In subklousule (6), vervang die uitdrukking "klousules 12, 13, 14 en 15" deur die uitdrukking "klousules 12, 13 en 14" en vervang die syfer "R173.55" deur die syfer "R191,10".

2. KLOUSULE 8

In subartikel (1) (a), skrap die uitdrukking "15 minute na".

3. KLOUSULE 11

In subklousules (1) en (3), voeg die woord "Republiekdag" in tussen die woorde "Hemelvaartsdag" en "Geloftedag".

4. KLOUSULE 12

(1) In subklousule (3) (a), vervang die syfers "289" en "240" deur onderskeidelik die syfers "288" en "239".

(2) In subklousule (3) (c), voeg die woord "Republiekdag" in tussen die woorde "Hemelvaartsdag" en "Geloftedag".

5. KLOUSULE 14

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

	Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of latere verlof- siklus
	R	R	R	R
Waar die klas werk teenoor Lone H of I ingelys word en werknemers in diens is as wagt.....	25,00	28,00	31,00	34,00
Waar die klas werk teenoor Lone E, F of G ingelys word	35,00	40,00	45,00	50,00
Waar die werknemer se ingelyste loon meer as 51 sent per uur maar hoogstens 69 sent per uur is.....	74,00	82,00	90,00	98,00
Waar die werknemer se ingelyste loon meer as 69 sent per uur maar hoogstens 81 sent per uur is.....	86,00	95,00	104,00	113,00
Waar die werknemer se ingelyste loon meer as 81 sent per uur maar hoogstens 97,5 sent per uur is.....	123,00	136,00	149,00	162,00
Waar die werknemer se ingelyste loon meer as 97,5 sent per uur is.....	135,00	150,00	165,00	180,00"

(2) In subklousule (2) (A), vervang die syfer "120.00" deur die syfer "135,00".

(3) Skrap subklousule (6).

6. SECTION 16

(1) In subsection (A) (4), for the figure "R2.00" substitute the figure "R3.50".

(2) In subsection (A) (4), delete the fullstop after the word "bunks" and add the words "or provided with lodging accommodation which shall include sleeping bunks and paid a subsistence allowance of not less than R1,00 per day."

7. SECTION 18

Substitute the following for the existing section:

"18. Outwork and Hire of Labour

(1) Save as provided in subsection (2)—

(a) no employer shall require or allow an employee to undertake any class of work covered by this Agreement elsewhere than in his establishment, except where such work is in execution or completion of any order placed with that employer, and no employer shall require or allow any employee of any other employer to undertake on his behalf any class of work covered by this Agreement, except where such work is in execution or completion of an order placed by that employer with the other employer; and

(b) no employee shall solicit or take orders for or undertake any class of work covered by this Agreement for sale and/or for gain either on his own account or on behalf of any other person or firm whilst he is in the employ of any employer engaged in the industries.

(2) No employer shall hire the services of any employee to or from any person unless such person is an employer engaged in the Iron, Steel, Engineering and Metallurgical Industries as defined in this Agreement and conducts an establishment registered as a factory or works in terms of the Factories, Machinery and Building Work Act, 1941, or the Mines and Works Act, 1956, as the case may be, engaged in an activity or activities falling within the Iron, Steel, Engineering and Metallurgical Industries as defined.

(3) Every employer undertaking to execute or complete any work in any region other than the region in which his establishment is registered with the Council shall notify the nature and place of work in writing to the Regional Council for the area in which the work is done within seven days of the commencement of such work and shall maintain at such place of work a register of the hours worked by all employees and their remuneration in respect thereof."

8. SECTION 21

For the figure "R50" substitute the figure "R75,00".

B. PART II

1. SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES OF LABOUR HEREIN SPECIFIED

Delete the words "Holiday Bonus" (section 14)".

2. SECTION 1

(1) In subsection (3) (a), for the figures "289" and "240" substitute the figures "288" and "239", respectively.

(2) In subsection (3) (c), insert the words "Republic Day" between the words "Ascension Day" and "the Day of the Covenant".

C. PART III

1. SECTION 1.—WAGES AND/OR EARNINGS

Substitute the following subsection for subsection (3):

"(3) Every employee who on 4 December 1972 is employed by an employer on work classified at Rates A to I inclusive shall, whilst in the employ of the same employer and whether or not his actual rate of pay on the said date is in excess of the rate specified for his class of work in the Table of Wage Rates, be paid not less than the actual rate of pay he is receiving on the said date, plus an amount for his class of work as follows:

Work classified at Rate A: 10c per hour.

Work classified at Rate AA: 8c per hour.

Work classified at Rate AB: 6c per hour.

Work classified at Rates B, C, and D: 5c per hour.

Work classified at Rate DD: 4c per hour.

Work classified at Rates DDD, E and F: 3c per hour.

Work classified at Rates G, H, and I: 2c per hour:

Provided that no employee shall be paid wages at a rate less than the rate for his class of work shown in the Table of Wage Rates or elsewhere contained in this Agreement. For purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on 'incentive bonus work' in terms of section 10 of Part I of this Agreement."

6. KLOUSULE 16

(1) In subklousule (A) (4), vervang die syfer "R2.00" deur die syfer "R3.50".

(2) In subklousule (A) (4), skrap die punt na die woord "insluit" en voeg die volgende woorde by: "of voorsien word van huisvesting, wat slaapbanke insluit, en 'n verblyftoelae van minstens R1,00 per dag betaal word."

7. KLOUSULE 18

Vervang die bestaande klousule deur die volgende:

"18. Buitewerk en die Huur van Arbeid

(1) Behoudens subklousule (2)—

(a) mag geen werkgewer van 'n werknemer vereis of hom toelaat om enige klas werk wat deur hierdie Ooreenkoms gedek word, elders as in sy bedryfsinrigting te onderneem nie, behalwe in gevalle waar sodanige werk verrig word ter uitvoering of voltooiing van 'n bestelling wat by daardie werkgewer geplaas is, en mag geen werkgewer van 'n werknemer van enige ander werkgewer vereis of hom toelaat om namens hom enige klas werk wat deur hierdie Ooreenkoms gedek word, te onderneem nie, behalwe waar sodanige werk ter uitvoering of voltooiing is van 'n bestelling wat deur daardie werkgewer by die ander werkgewer geplaas is; en

(b) mag geen werknemer bestellings vra of neem vir of enige klas werk wat deur hierdie Ooreenkoms gedek word, onderneem vir verkoop en/of vir wins of vir homself of namens enige ander persoon of firma, terwyl hy in die diens is van enige werkgewer wat by die Nywerhede betrokke is nie.

(2) Geen werkgewer mag die dienste van enige werknemer van of aan enige persoon huur of verhuur nie tensy sodanige persoon 'n werkgewer is wat by die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos in hierdie Ooreenkoms omskryf, betrokke is en 'n bedryfsinrigting bestuur wat as 'n fabriek of werkplek geregistreer is ingevolge die Wet op Fabriek, Masjinerie en Bouwerk, 1941, of die Wet op Myne en Bedrywe, 1956, na gelang van die geval, en wat betrokke is by 'n werksaamheid of werksaamhede wat val binne die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, soos omskryf.

(3) Elke werkgewer wat die uitvoering of voltooiing onderneem van werk in 'n ander streek as die streek waarin sy bedryfsinrigting by die Raad geregistreer is, moet die streekraad van die gebied waarin die werk gedoen word, binne sewe dae na die aanvang van sodanige werk skriftelik verwittig van die aard daarvan en die plek waar dit verrig word en moet op sodanige werkplek 'n register hou van die ure deur alle werknemers gewerk en van hulle besoldiging ten opsigte daarvan."

8. KLOUSULE 21

Vervang die syfer "R50" deur die syfer "R75,00".

B. DEEL II

1. SPESIALE VOORWAARDES MET BETREKKING TOT BEPAALEN SOORTE ARBEID HIERIN GESPEKIFISEER

Skrap die woorde "verlofbonus" (klousule 14)."

2. KLOUSULE 1

(1) In subklousule (3) (a), vervang die syfers "289" en "240" deur onderskeidelik die syfers "288" en "239".

(2) In subklousule (3) (c), voeg die woord "Republiekdag" in tussen die woorde "Hemelvaartsdag" en "Geloftedag".

C. DEEL III

1. KLOUSULE 1.—LONE EN/OF VERDIENSTE

Vervang subklousule (3) deur die volgende subklousule:

"(3) 'n Werknemer wat op 4 Desember 1972 deur 'n werkgewer in diens geneem is vir werk wat onder Loon A tot en met I ingedeel is, moet, terwyl hy in die diens van dieselfde werkgewer is en afgesien daarvan of sy werklike loon op genoemde datum hoër is as die loon wat vir sy klas werk in die Loontabel gespesifiseer is, minstens die werklike loon betaal word wat hy op genoemde datum ontvang het, plus die volgende bedrag vir sy klas werk:

Werk onder Loon A ingedeel: 10c per uur.

Werk onder Loon AA ingedeel: 8c per uur.

Werk onder Loon AB ingedeel: 6c per uur.

Werk onder Loon B, C en D ingedeel: 5c per uur.

Werk onder Loon DD ingedeel: 4c per uur.

Werk onder Loon DDD, E en F ingedeel: 3c per uur.

Werk onder Loon G, H en I ingedeel: 2c per uur.

Met dien verstande dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in die Loontabel of elders in die Ooreenkoms voorgeskryf word. Vir die toepassing van hierdie Ooreenkoms is die Loon wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat 'aansporingsbonuswerk' ooreenkomstig klousule 10 van Deel I van hierdie Ooreenkoms verrig."

2. SCHEDULE A

(1) In job 51, for the figures "78" and "83.5" substitute the figures "86" and "92", respectively.

(2) In job 66, for the figure "R10.50" substitute the figure "R12.00".

3. SCHEDULE D

(1) DIVISION D/4

In job 3, for the figures "49.5", "66", "77" and "82.5" substitute the figures "54", "72", "84" and "90", respectively.

(2) DIVISION D/6

Substitute the following for the existing Division:

"DIVISION D/6

FOUNDRY AND/OR CASTINGS DIVISION

No person under the age of 19 years shall be employed on work scheduled at Rate AA or AB.

OVERRIDING PROVISIONS

(1) Employees previously employed on Rate 1 or Rate 1A work under the provisions of Division D/7 of the Industrial Agreement published under Government Notice R. 1281 of 27 August 1965, shall, notwithstanding the work classified under Rate AB, be remunerated at not less than the wage rates specified hereunder for Rate A and Rate AA. In the event of vacancies occurring for Rate AA work hereinafter set out, Rate AB employees within the establishment shall be considered for promotion in the first instance for such work.

(2) Coring up and/or corelaying and/or making up and/or closing of permanent metal moulds where there are sand inclusions including core and/or cores shall be done by a Rate A, Rate AA, Rate AB or Rate B employee.

RATE A:

- (*) 1. *Moulding by machine and/or by hand (n.e.s.).....
- (*) 2. *Coremaking by machine and/or by hand (n.e.s.).....
- 3. Patternmaking.....
- 4. Pattern filing and/or mounting.....
- *Moulds made by Rate A employees may include machine-made cores made by Rate AA, Rate AB or Rate B employees provided that the coring up and/or corelaying and/or closing of the mould is done by a Rate A employee

Rate per hour for work classified at Rate A in Table of Wage Rates.

RATE AA:

- (*) 5. †Moulding by machine and/or by hand by special application to the job (n.e.s.).....
- (*) 6. Coremaking by machine (n.e.s.) and/or by hand not exceeding core sizes capable of being inserted into moulds made in boxes not exceeding the limitations specified in (i) and (ii) below:
 - †Repetition operations limited to—
 - (i) the use of boxes of an internal area not exceeding an area of one sq metre in contact with pattern plate where the cope and drag make the complete mould;
 - (ii) the use of boxes of an internal area exceeding an area of one sq metre in contact with pattern plate in respect of the production of agricultural and irrigation parts, brake drums for commercial trucks and trailers, domestic cooking utensils, metal baths, manhole inspection covers and frames, piano frames, tube, ball and rod mill liners, sewerage pipes and/or sewerage fittings, stoves and wheels for rolling stock and shall include the use of multiple patterns for moulds as contained in this provision of castings of a similar size.

Provided that cores made by hand under (i) and (ii) above may be placed only in moulds made by Rate AA and/or Rate AB employees.

Rate per hour for work classified at Rate AA in Table of Wage Rates.

RATE AB:

- (*) 7. †Moulding by machine by special application to the job.....
- (*) 8. Coremaking by machine (n.e.s.)—cores capable of being inserted into moulds made in boxes not exceeding the dimensions specified hereunder:
 - †Repetition operations limited to the use of boxes of an internal area not exceeding an area of 0,7 sq metres in contact with pattern plate where the cope and drag make the complete mould in respect of employees so employed who at the date of coming into operation of this Agreement or on subsequent engagement thereto were not previously employed in the industry on moulding and/or coremaking operations either by machine or by hand.

For the purposes of work classified at Rates AA and AB preceding—

"special application to the job" means the utilisation of purpose-made moulding boxes having machined pins and drilled lug holes and adapted to the moulding machine and purpose-made plate patterns so constructed that the patterns, ingates and runners other than downgates are mounted and fixed to the plates or are an integral part of the plates, and includes plate moulding

Rate per hour for work classified at Rate AB in Table of Wage Rates.

RATE AA (continued)

- (*) 9. Spin-casting machines where sand is included (supervisory work).....
- 10. Teeming of castings in steel foundries.....

Rate per hour for work classified at Rate AA in Table of Wage Rates.

2. BYLAE A

(1) In item 51, vervang die syfers "78" en "83.5" deur onderskeidelik die syfers "86" en "92".

(2) In item 66, vervang die syfer "R10.50" deur die syfer "R12,00".

3. BYLAE D

(1) AFDELING D/4

In item 3, vervang die syfers "49.5", "66", "77" en "82.5" deur onderskeidelik die syfers "54", "72", "84" en "90".

(2) AFDELING D/6

Vervang die bestaande Afdeling deur die volgende:

"AFDELING D/6

SMELT- EN GIETWERK

Geen persoon onder die leeftyd van 19 jaar mag op werk wat onder Loon AA of AB gelys is, in diens geneem word nie.

DEURSLAGGEWENDE BEPALINGS

(1) Werknemers wat voorheen in diens was teen Tarief 1- of Tarief 1A-werk ingevolge die bepalinge van Afdeling D/7 van die Nywerheidsooreenkoms gepubliseer by Goewermmentskennisgewing R. 1281 van 27 Augustus 1965, moet, ondanks die feit dat die werk onder Loon AB geklassifiseer is, besoldig word teen minstens die loontariewe hierna gespesifiseer in Loon A en Loon AA. Ingeval daar vakatures ontstaan vir Loon AA-werk, hierna uiteengesit, moet Loon AB-werknemers in die bedryfsinrigting in die eerste plek oorweeg word vir bevordering na sodanige werk.

(2) Kernopmaak en/of kernlegging by en/of saamstel en/of toemaak van permanente metaalgietvorms, waar daar sandin-sluitings is, met inbegrip van kern en/of kerns, moet deur 'n Loon A-, Loon AA-, Loon AB- of Loon B-werknemer gedoen word.

RATE B:

- (*) 11. Rubbing off of machine-made hardened core fins, including patching and inspection.....
- 12. Smelting and/or melting (other than in steel work production)—supervisory work.....
- 13. Welding defective castings.....
- 14. Corelaying (n.e.s.)—laying of cores into moulds made in moulding boxes of an internal area not exceeding an area of 1 sq metre when the mould was in contact with the pattern plate.....
- 15. Production of cores by machine where the core is cured in the box for insertion into moulds made in moulding boxes of an internal area not exceeding 1 sq metre when the mould was in contact with the pattern plate.....

Rate per hour for work classified at Rate B in Table of Wage Rates.

RATE C:

- 16. Supervising operation of die-casting and/or spin-casting machines where sand is excluded..

Rate per hour for work classified at Rate C in Table of Wage Rates.

RATE D:

- 17. Annealing heat treating furnace—supervisory work.....
- 18. Arc and/or gas cutting by hand (n.e.s.).....
- 19. Cupola attendant—supervisory work.....
- 20. Jointing of hardened cores made by machine by the application of adhesive and not requiring calibration and/or the use of precision instruments for insertion into moulds made in moulding boxes of an internal area not exceeding an area of 1 sq metre when the mould was in contact with the pattern plate.....
- 21. Application of refractory coatings to cores and/or moulds by dipping and/or spraying only—cores for insertion into moulds made in moulding boxes of an internal area not exceeding an area of 1 sq. metre when the mould was in contact with the pattern plate and moulds made in moulding boxes of an internal area not exceeding an area of 1 sq metre, when the mould was in contact with the pattern plate.....
- 22. Making of exothermic sleeves and/or feeding pads.....
- 23. Making of runner cups (n.e.s.).....

Rate per hour for work classified at Rate D in Table of Wage Rates.

RATE E:

- 24. Rough bending and/or shaping core irons other than moulding of core irons.....
- 25. Operating carbon electrode arc air machine for fettling.....

Rate per hour for work classified at Rate E in Table of Wage Rates.

RATE F:

- 26. Painting of completed patterns for protective purposes only under direction of a Rate A employee.....

Rate per hour for work classified at Rate F in Table of Wage Rates.

RATE G:

- 27. Affixing slings (employees exclusively so employed) under the direct supervision of a Rate A, AA or AB employee.....
- 28. Cupola patching—i.e. repairing of the inner lining of cupolas in the area between the base and the top of the melting zone.....
- 29. Fettling and/or dressing operations by hand and/or machine.....
- 30. Making of runner and/or riser loose collar cups by special purpose machine, excluding core-making machines and excluding the placing of the cup on the mould.....
- 31. Operating pressure die-casting machine and/or spin-casting machine excluding setting up..
- 32. Operating cupola automatic and/or semi-automatic hoist.....
- 33. Polishing and/or buffing.....
- 34. Pouring and/or casting—
 - (i) hand shank pouring and/or casting under supervision where metal contents of the ladle does not exceed 100 kilograms;
 - (ii) pouring and/or casting from ladles strung from fixed overhead rails under supervision excluding cranes;
 - (iii) pouring and/or casting of metal into permanent metal moulds including coating of the metal mould where no sand is used and there are no sand inclusions.
- 35. Repetition are and/or gas cutting off of runners and/or risers for castings which are produced on a quantity production basis.....
- 36. Repetition inserting of metal cores into metal moulds using fixed locating devices.....
- 37. Removal of fins from machine-made hardened cores only by hand rubbing and/or the use of abrasives and/or files excluding patching.....
- 38. Sand and/or shot and/or hydro blasting.....

Rate per hour for work classified at Rate G in Table of Wage Rates.

RATE I:

- 39. Closing of moulding boxes fitted with self-locating pints under supervision (moulds made by a Rate AA or AB employee only).....
- 40. Placing of down-gates and/or risers where definite locating devices are employed and so constructed as to ensure that down-gates and/or risers are self-supporting.....
 - *Locating devices protruding above the pattern plate shall be not less than 50,8 millimetres in height and not less than 25,4 millimetres in depth when the device is below the level of the pattern plate.....
- 41. Placing of loose pieces and/or chills and/or screws and/or cores on the pattern where definite locating devices are employed for the positioning of same prior to the sand being added to the box under supervision excluding tucking.....
- 42. Tightening of clamps including the use of spacing wedges under direct supervision of the Rate A employee who made the job or a Rate A employee appointed to core up and/or to close the mould
- 43. Tightening of purpose made clamps under supervision, excluding the use of spacing wedges, (moulds made by a Rate AA or AB employee only).....
- 44. Torch drying of moulds and/or cores under direct instruction of a Rate A, AA, AB or B employee.....
- 45. General labourer's work, including the following:
 - Assembling of special purpose moulding boxes under supervision;
 - knock-out operation;
 - stacking (but excluding cleaning, dressing and fin removal and patching) and/or transporting and/or carrying away of cores other than by crane under supervision;
 - scraping off of moulding boxes, including the use of the straight edge;
 - scrap cutting for remelting purposes other than in workshop;
 - and including the following operations in shell moulding and/or coremaking:
 - Backing up.....
 - closing of biscuits under supervision investing.....
 - placing of plates in oven.....
 - removing plates from oven.....
 - turning of dump boxes.....

Rate per hour for work classified at Rate I in Table of Wage Rates.

LOON A:

- (*) 1. *Gietvormmakery met masjien en/of met die hand (n.e.v.).....
 - (*) 2. *Kernmakery met masjien en/of met die hand (n.e.v.).....
 - 3. Modelmakery.....
 - 4. Modelle vyl en/of monter.....
- *Gietvorms wat deur Loon A-werknemers gemaak word, kan kerns insluit wat met 'n masjien deur Loon AA-, Loon AB- of Loon B-werknemers gemaak word, met dien verstande dat die kernopmaak en/of kernlegging en/of toemaak van die gietvorm deur 'n Loon A-werknemer gedoen word.

} Loon per uur vir werk onder Loon A in Loontabel.

LOON AA:

- (*) 5. ‡Gietvormmakery met masjien en/of met die hand, spesiaal bestem vir die werk (n.e.v.)...
- (*) 6. Kernmakery met masjien (n.e.v.) en/of met die hand, welke kerns nie te groot is nie om in gietvorms te plaas wat in kaste gemaak is waarvan die beperkings nie dié in (i) en (ii) hierna te bowe gaan nie:

‡Herhalingswerkzaamhede wat beperk is tot—

- (i) die gebruik van kaste met 'n binneoppervlakte van hoogstens een vierkante meter in aanraking met die modelplaat, waar die volledige gietvorm bestaan uit die boonste en onderste helftes van die gietvorm kas;
- (ii) die gebruik van kaste met 'n binneoppervlakte van meer as een vierkante meter in aanraking met die modelplaat, ten opsigte van die produksie van landbou- en besproeiingsonderdele, remtromme vir handelsvragmotors en -sleepwaens, huis-houdelike kookgerei, metaalbaddens, mangat-inspeksiedeksels en -rame, klavier-rame, buis-, bal- en draadwalseryvoerings, rioolpype en/of riooltoebehore, stowe en wiele vir rollende materiaal, met inbegrip van die gebruik van meervoudige modelle vir gietvorms soos bevat in hierdie bepaling van gietstukke van 'n soortgelyke grootte.

Met dien verstande dat kerns wat met die hand gemaak word ingevolge (i) en (ii) hierbo, slegs in gietvorms geplaas mag word wat deur Loon AA- en/of Loon AB-werknemers gemaak word.

} Loon per uur vir werk onder Loon AA in Loontabel.

LOON AB:

- (*) 7. ‡Gietvormmakery met masjien, spesiaal bestem vir die werk.....
 - (*) 8. Kernmakery met masjien (n.e.v.)—welke kerns nie te groot is nie om in gietvorms te plaas wat in kaste gemaak is waarvan die afmetings nie dié hierna gespesifiseer, te bowe gaan nie
- ‡Herhalingswerkzaamhede wat beperk is tot die gebruik van kaste met 'n binneoppervlakte van hoogstens 0,7 vierkante meter wat in aanraking is met die modelplaat waar die volledige gietvorm bestaan uit die boonste en onderste helftes van die gietvormkas, ten opsigte van werknemers aldus in diens, wat op die datum waarop hierdie Ooreenkoms in werking tree of by daaropvolgende aanstelling daarin, nie voorheen in die Nywerheid in diens was by gietvorm- en/of kernmakerywerkzaamhede, of met masjien of met die hand nie.

Vir die toepassing van werk geklassifiseer teen Loon AA en AB hierbo, beteken—

“spesiaal bestem vir die werk” die gebruikmaking van spesiaal ontwerpte gietvormkaste, met masjien vervaardigde penne en geboorde oorgate en aangepas by die gietmasjien en spesiaal ontwerpte plaatmodelle, wat so vervaardig is dat die modelle, gietgate en gietgeute, uitgesonderd gietregters aan die plate gemonteer en geheg is of 'n integrale deel van die plate vorm, en sluit plaatgietvormmakery in

} Loon per uur vir werk onder Loon AB in Loontabel.

LOON AA (vervolg):

- (*) 9. Spingietmasjiene, waar sand ingesluit is (toesigwerk).....
- 10. Uitgietwerk van gietstukke in staalgieterye.....

} Loon per uur vir werk onder Loon AA in Loontabel.

LOON B:

- (*) 11. Afvryf van verharde kernvinne wat met die masjien gemaak is, met inbegrip van lap en inspeksie.....
- 12. Uitsmelt en/of smelt (uitgesonderd in staalwerkproduksie)—toesigwerk.....
- 13. Defekte gietstukke sweis.....
- 14. Kernlegging (n.e.v.)—kerns in gietvorms lê wat in gietkaste gemaak is met 'n binneoppervlakte van hoogstens een vk meter wanneer die gietvorm met die modelplaat in aanraking was
- 15. Kernproduksie met masjien waar die kern in die kas nabehandeld word om in gietvorms geplaas te word wat in gietkaste gemaak is met 'n binneoppervlakte van hoogstens een vk meter wanneer die gietvorm met die modelplaat in aanraking was.....

} Loon per uur vir werk onder Loon B in Loontabel.

LOON C:

- 16. Toesigwerk oor bediening van vormgiet- en/of spingietmasjiene, waar sand uitgesluit is

} Loon per uur vir werk onder Loon C in Loontabel.

LOON D:

- 17. Uitgloeihittebehandelingsoond—toesigwerk.....
- 18. Boog- en/of gassnywerk met die hand (n.e.v.).....
- 19. Koepelbediener—toesigwerk.....
- 20. Verharde kerns met masjien gemaak, verbind deur die aanwending van kleefstof waar kalibrering en/of die gebruik van presisie-instrumente nie vereis word nie, om in gietvorms geplaas te word wat in gietkaste gemaak is met 'n binneoppervlakte van hoogstens een vk meter wanneer die gietvorm met die modelplaat in aanraking was.....
- 21. Die aanwending van vuurvaste lae aan kerns en/of gietvorms deur slegs indompeling en/of sproeiwerk—kerns om in gietvorms te plaas wat in gietkaste gemaak is met 'n binneoppervlakte van minstens een vk meter wanneer gietvorm met die modelplaat in aanraking was, en gietvorms in gietkaste gemaak met 'n binneoppervlakte van hoogstens een vk meter, wanneer die gietvorm met die modelplaat in aanraking was.....
- 22. Eksotermiese hulse en/of voerkussings maak.....
- 23. Gietkoppies maak (n.e.v.).....

} Loon per uur vir werk onder Loon D in Loontabel.

LOON E:

- 24. Kernysters ruweg buig en/of fatsoeneer, uitgesonderd die vormgiet van kernysters.....
- 25. Bediening van koolstofelektrodebooglugmasjien vir poetswerk.....

} Loon per uur vir werk onder Loon E in Loontabel.

LOON F:

- 26. Verf van voltooiende modelle slegs vir beskermende doeleindes, onder aanwysing van 'n Loon A-werknemer.....

} Loon per uur vir werk onder Loon F in Loontabel.

LOON G.

27. Slingers aanbring (werknemers uitsluitlik aldus in diens) onder die onmiddellike toesig van 'n Loon A-, AA- of AB-werknemer.....
28. Koepellapwerk—d.w.s. herstel van binneste voering van koepels in die gebied tussen die voetstuk en die top van die smeltsone.....
29. Met die hand en/of masjien poets en/of afwerk.....
30. Loskraagkoppijies vir gietgeute en/of stygkanale met eendoelmasjiene maak, uitgesonderd kernmaakmasjiene en uitgesonderd die plasing van die koppie op die gietvorm.....
31. Bediening van drukvormgietmasjiene en/of spingietmasjiene, uitgesonderd die opstel daarvan.....
32. Bediening van outomatiese en/of halfoutomatiese koepelhyser.....
33. Poleer en/of poets.....
34. Giet en/of vormgiet—
 - (i) met handgietlepel giet en/of vormgiet onder toesig, waar die metaalinhoud van die gietlepel hoogstens 100 kilogram is;
 - (ii) onder toesig giet en/of vormgiet uit gietlepels wat aan vaste lugspore hang, uitgesonderd hyskrane;
 - (iii) giet en/of vormgiet van metaal in permanente metaalgietvorms, met inbegrip van die metaalgietvorm bedek, waar geen sand gebruik word nie en daar geen sand-insluitings is nie.
35. Herhalingsboor- en/of -gasafsny van gietgeute en/of stygkanale vir gietstukke wat op 'n hoeveelheidsgrondslag geproduseer word.....
36. Herhalingsinsit van metaalkerns in metaalgietvorms, deur gebruikmaking van vaste plekbepalingsinrigtings.....
37. Verwydering van vinne van verharde kerns wat met die masjiene gemaak is, slegs deur met die hand te vryf en/of die gebruik van skuurmiddels en/of vyle, uitgesonderd lapwerk....
38. Sand- en/of hael- en/of waterstraling.....

Loon per uur vir werk onder Loon G in Loontabel.

LOON I:

39. Onder toesig, gietvormkaste, wat van selfstandpenne voorsien is, toemaak (slegs gietvorms gemaak deur 'n Loon AA- of AB-werknemer).....
40. Plasing van gietregters en/of stygkanale waar 'n definitiewe plekbepalingsinrigtings gebruik word en wat so vervaardig is dat dit verseker dat gietregters en/of stygkanale vrystaande is *Plekbepalingsinrigtings wat bokant die modelplaat uitsteek, moet minstens 50,8 millimeter hoog en minstens 25,4 millimeter diep wees wanneer die inrigting onderkant die vlak van die modelplaat is.....
41. Onder toesig los stukke en/of kilgietvorms en/of skroewe en/of kerns op die model plaas, waar definitiewe plekbepalingsinrigtings gebruik word vir die plasing daarvan voordat sand in die kas geboeg word, uitgesonderd omslaan.....
42. Klampe vasdraai, met inbegrip van die gebruik van spasiërwie onder die onmiddellike toesig van die Loon A-werknemer wat die werk verrig het of 'n Loon A-werknemer wat aangestel is vir kernopmaak en/of gietvorm toe te maak.....
43. Vasdraai van spesiaal gemaakte klampe onder toesig, uitgesonderd die gebruik van spasiërwie (slegs gietvorms wat deur 'n Loon AA- of AB-werknemer gemaak is).....
44. Gietvorms en/of kerns met 'n gasvlam droogmaak onder die onmiddellike aanwysing van 'n Loon A-, AA-, AB- of B-werknemer.....
45. Werk van 'n algemene arbeider, met inbegrip van die volgende:
 - Inmekaarsit van spesiaal ontwerpte gietvormkaste onder toesig; uitslaanwerk;
 - opstapel (maar uitgesonderd skoonmaak, afwerk en die verwydering van vinne en lapwerk) en/of vervoer en/of wegdra van kerns, uitgesonderd met 'n hyskraan, onder toesig;
 - afskraap van gietvormkaste, met inbegrip van die gebruik van die rei;
 - afval opsnij om dit oor te smelt, uitgesonderd in werkwinkel;
 - en met inbegrip van die volgende werksaamhede in doggietwerk en/of kernmakery:
 - rugwerk.....
 - beskuite toemaak onder toesig.....
 - bekleding.....
 - plate in oond plaas.....
 - plate uit oond verwyder.....
 - stortkaste draai.....

Loon per uur vir werk onder Loon I in Loontabel.

For purposes of this Division—

(i) 'coremaking by machine' includes one or more of the following operations in regard to a coremaking machine: Operating, attending, starting, stopping, stripping, unloading of a core;

(ii) 'moulding by machine' includes one or more of the following operations in regard to a moulding machine: Operating, attending, starting, stopping;

(iii) moulding or coremaking as provided for in this Division at Rates A, AA, AB and B shall include the application of any liquid parting agents;

(iv) 'supervision' or 'under supervision' means that the operation to be supervised must be performed in the vicinity of a Rate A, AA or AB employee or chargehand or person specifically so appointed to exercise supervision, so that the person who has to exercise the supervision is able to sight the operation in question;

(v) 'dressing' or 'fettling' means the stripping and removal of adherent runners and risers and adherent sand and cores, flash and other surplus metal from a casting and the production of a reasonably clean smooth surface but does not include (a) the removal of metal from a casting when performed incidentally in connection with the machining or assembling of castings after they have been dressed or fettled, or (b) any operation which is a knock-out operation; and

Vir die toepassing van hierdie Afdeling—

(i) sluit 'kernmakery met masjiene' een of meer van die volgende werksaamhede in verband met 'n kernmasjiene in: Bediening, oppas, aan die gang sit, stop, afstroop, ontlaa van 'n kern;

(ii) sluit 'gietvormmakery met masjiene' een of meer van die volgende werksaamhede in verband met 'n gietmasjiene in: Bediening, oppas, aan die gang sit, stop;

(iii) sluit gietvormmakery of kernmakery, soos bepaal in hierdie Afdeling teen Loon A, AA, AB en B, die aanbring van enige vloeistofskiemiddels in;

(iv) beteken 'toesig' of 'onder toesig' dat die werk waarvoor toesig gehou moet word, in die nabyheid van 'n Loon A-, AA- of AB-werknemer of onderbaas of persoon wat uitdruklik aldus aangestel is om toesig te hou, uitgevoer moet word, sodat die persoon wat toesig moet hou, die betrokke werksaamheid kan sien;

(v) beteken 'afwerk' of 'poets' die afstroop en verwydering van aanklewende gietgeute en stygkanale en aanklewende sand en kerns, vinne en ander oortollige metaal van 'n gietstuk en die produksie van 'n redelike skoon gladde oppervlakte, maar sluit nie in (a) die verwydering van metaal van 'n gietstuk wanneer dit toevallig verrig word in verband met die masjinerie van monterings van gietstukke nadat hulle afgewerk of gepoets is nie, of (b) enige werksaamheid wat as 'n uitslaanwerk bekend staan nie; en

(vi) 'knock-out' operations means all methods of removing castings from moulds and the following operations when done in connection therewith, namely stripping, removal of cores and the removal of runners and risers (n.e.s.).

DIVISION D/7

In job 65, for the figures "67", "75.5" and "81" substitute the figures "74", "83" and "89", respectively.

(4) DIVISION D/12

Under the heading "Probationary periods and rates of pay therefore:", for the figure "74" substitute the figure "81".

(5) DIVISION D/19

(a) In job 2, for the figures "82.5", "86" and "89" substitute the figures "91", "94" and "98", respectively.

(b) In job 28, for the figures "97", "99", "101" and "103" substitute the figures "106", "108", "110" and "112", respectively.

(c) In jobs 29 and 30, for the figure "23" substitute the figure "26".

(6) DIVISION D/22

(a) In jobs 33 and 104, for the figure "79" substitute the figure "87".

(b) In job 34, for the figure "57" substitute the figure "63".

(c) In jobs 135 to 139, inclusive, for the figure "79.5" substitute the figure "87".

(d) In jobs 140 to 142, inclusive, for the figure "49" substitute the figure "54".

(e) In jobs 143 to 155, inclusive, for the figure "27" substitute the figure "30".

(f) In jobs 156 to 167, inclusive, for the figure "23" substitute the figure "26".

(7) DIVISION D/23

Under the heading "PROBATIONARY PERIODS AND RATES OF PAY THEREFOR", for the figures "38" and "33" substitute the figures "42" and "37", respectively.

(8) DIVISION D/24

In job 5, for the figure "81" substitute the figure "89".

4. SCHEDULE E

(1) DIVISION E/2

(a) In jobs 63 and 71, for the figure "70" substitute the figure "77".

(b) In job 64, for the figure "57" substitute the figure "62".

(2) DIVISION E/3

In job 6, for the figure "79" substitute the figure "87".

5. SCHEDULE F

(1) Substitute the following wording for the wording of the Schedule appearing before the expression "RATE A":

"MANUFACTURE AND/OR REMANUFACTURE OF ELECTRIC CABLE AND/OR ELECTRICAL CONDUCTORS (EXCLUDING BUSBARS)

Applicable to the operations specified herein in the manufacture and/or remanufacture of electric cable and/or electrical conductors (excluding busbars).

1. Exceptions

The provisions of Schedule A of this Agreement shall not apply to the manufacture of remanufacture of electric cable and/or electrical conductors (excluding busbars) provided for in this Schedule.

2. Employment at Rate A Work

No person other than a journeyman or an apprentice may be employed on work classified at Rate A without the prior permission of the Council.

The following operations in the manufacture and/or remanufacture of electric cable and/or electrical conductors (excluding busbars):

(2) In jobs 23 to 52 inclusive, for the figure "23" substitute the figure "26".

(3) Under the heading "PROBATIONARY PERIODS AND RATES OF PAY THEREFOR", for the figures "78" and "83.5" substitute the figures "86" and "92", respectively.

(vi) beteken 'uitslaanwerk' alle metodes om gietstukke uit gietvorms te haal en die volgende werksaamhede wanneer dit in verband daarmee gedoen word, naamlik afstroop, verwydering van kerns en die verwydering van gietgeute en stygkanale (n.e.v.).

(3) AFDELING D/7

In item 65, vervang die syfers "67", "75.5" en "81" deur onderskeidelik die syfers "74", "83" en "89".

(4) AFDELING D/12

Onder die opskrif "Proeftydperke en die loontariewe daarvoor:", vervang die syfer "74" deur die syfer "81".

(5) AFDELING D/19

(a) In item 2, vervang die syfers "82.5", "86" en "89" deur onderskeidelik die syfers "91", "94" en "98".

(b) In item 28, vervang die syfers "97", "99", "101" en "103" deur onderskeidelik die syfers "106", "108", "110" en "112".

(c) In items 29 en 30, vervang die syfer "23" deur die syfer "26".

(6) AFDELING D/22

(a) In items 33 en 104, vervang die syfer "79" deur die syfer "87".

(b) In item 34, vervang die syfer "57" deur die syfer "63".

(c) In items 135 tot en met 139, vervang die syfer "79.5" deur die syfer "87".

(d) In items 140 tot en met 142, vervang die syfer "49" deur die syfer "54".

(e) In items 143 tot en met 155, vervang die syfer "27" deur die syfer "30".

(f) In items 156 tot en met 167, vervang die syfer "23" deur die syfer "26".

(7) AFDELING D/23

Onder die opskrif "PROEFTYDPERKE EN LONE DAARVOOR", vervang die syfers "38" en "33" deur onderskeidelik die syfers "42" en "37".

(8) AFDELING D/24

In item 5, vervang die syfer "81" deur die syfer "89".

4. BYLAE E

(1) AFDELING E2

(a) In items 63 en 71, vervang die syfer "70" deur die syfer "77".

(b) In item 64, vervang die syfer "57" deur die syfer "62".

(2) AFDELING E/3

In item 6, vervang die syfer "79" deur die syfer "87".

5. BYLAE F

(1) Vervang die bewoording van die Bylae voor die uitdrukking "LOON A" deur die volgende bewoording:

"DIE VERVAARDIGING EN/OF HERVERVAARDIGING VAN ELEKTRIESE KABELS EN/OF ELEKTRIESE GELEIERS (UITGESONDERD GELEISTAMME)

Van toepassing op die werksaamhede hierin vermeld by die vervaardiging en/of hervervaardiging van elektriese kabels en/of elektriese geleiers (uitgesonderd geleistamme).

1. Uitsonderings

Die bepalinge van Bylae A van hierdie Ooreenkoms is nie van toepassing op die vervaardiging of hervervaardiging van elektriese kabels en/of elektriese geleiers (uitgesonderd geleistamme) waarvoor in hierdie Bylae voorsiening gemaak word nie.

2. Indiensneming teen Loon A-werk

Niemand, uitgesonderd 'n vakman of 'n vakleerling, mag in diens geneem word op werk wat onder Loon A aangegee word sonder dat die toestemming van die Raad vooraf verkry is nie.

Die volgende werksaamhede in die vervaardiging en/of hervervaardiging van elektriese kabels en/of elektriese geleiers (uitgesonderd geleistamme):

(2) In items 23 tot en met 52, vervang die syfer "23" deur die syfer "26".

(3) Onder die opskrif "PROEFTYDPERKE EN LOONTARIEWE DAARVOOR" vervang die syfers "78" en "83.5" deur onderskeidelik die syfers "86" en "92".

6. SECTION 2.—TABLE OF WAGE RATES

Substitute the following subsections for subsections (1) and (2):

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

Rate classification	Rate per hour R
RATE A.....	1,15
After six months continuous employment with the same employer, inclusive of continuous employment on 4 December 1972.....	1,35
RATE AA.....	1,15
After six months continuous employment with the same employer, inclusive of continuous employment on 4 December 1972.....	1,20
After 12 months continuous employment with the same employer, inclusive of continuous employment on 4 December 1972.....	1,25
RATE AB.....	1,10
RATE B.....	1,04
RATE C.....	1,01
RATE D.....	0,98
RATE DD.....	0,70
RATE DDD.....	0,52
RATE E.....	0,46
RATE F.....	0,34
RATE G.....	0,28
RATE H.....	0,25
RATE I.....	0,24

(2) The rate of R1,35 per hour for Rate A work after the completion of six months continuous employment with the same employer shall not apply to fifth-year apprentices for whom the minimum rate shall be R1,15 per hour for the duration of the contract: Provided that upon completion of the apprenticeship contract the minimum rate of such employee shall be not less than R1,35 per hour whilst continuously in the employ of the same employer.”

Signed at Johannesburg as authorised for and on behalf of the parties, on this the 27th day of October 1972.

R. F. BUDD, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

No. R. 2145

1 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—AMENDMENT OF ISPA SUBGROUP AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred

6. KLOUSULE 2.—LOONTABEL

Vervang subklousules (1) en (2) deur die volgende subklousules:

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

Loonindeling	Loon per uur R
LOON A.....	1,15
Na ses maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op 4 Desember 1972.....	1,35
LOON AA.....	1,15
Na ses maande ononderbroke diens by dieselfde werk- gewer, met inbegrip van ononderbroke diens op 4 Desember 1972.....	1,20
Na 12 maande ononderbroke diens by dieselfde werkgever, met inbegrip van ononderbroke diens op 4 Desember 1972.....	1,25
LOON AB.....	1,10
LOON B.....	1,04
LOON C.....	1,01
LOON D.....	0,98
LOON DD.....	0,70
LOON DDD.....	0,52
LOON E.....	0,46
LOON F.....	0,34
LOON G.....	0,28
LOON H.....	0,25
LOON I.....	0,24

(2) Die loon van R1,35 per uur vir Loon A-werk na die voltooiing van ses maande ononderbroke diens by dieselfde werk-
gewer is nie van toepassing nie op vyfdejaarakleerlinge wie se minimum loon R1,15 per uur is vir die duur van die kontrak: Met dien verstande dat by voltooiing van die leerkontrak, die minimum loon van sodanige werknemer minstens R1,35 per uur moet wees terwyl hy in die ononderbroke diens van dieselfde werkgever bly.”

Soos gemagtig, namens die partye op hede die 27ste dag van Oktober 1972 te Johannesburg onderteken.

R. F. BUDD, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Hoofsekretaris.

No. R. 2145

1 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, bindend is vir die werkgeversorganisasie en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir Dunswart Iron and Steel Works Ltd, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals Ltd, George Stott & Co. (Pty) Ltd en Cape Town Iron and Steel Works (Pty) Ltd, wat lede van genoemde organisasie is en hul werknemers wat lede van genoemde verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag bindend is vir alle ander werkgevers en werknemers as dié genoem in

to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas occupied by Dunswart Iron and Steel Works Ltd, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals Ltd, George Stott & Co. (Pty) Ltd and Cape Town Iron and Steel Works (Pty) Ltd, in the Magisterial Districts of Benoni, Durban, Germiston, Johannesburg and Stellenbosch; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in paragraph (b) of this notice and with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

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

AGREEMENT

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

Iron and Steel Producers' Association of South Africa

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

Amalgamated Engineering Union of South Africa;

Amalgamated Society of Woodworkers of South Africa;

Iron Moulders' Society of South Africa;

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

S.A. Electrical Workers' Association;

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 to amend the ISPA Subgroup Agreement published under Government Notice R. 1434 of 4 September 1970, as amended by Government Notice R. 1566 of 10 September 1971 and declared effective for a further period by Government Notice R. 2143 of 1 December 1972, as follows:

1. SECTION 11.—PAYMENT FOR CERTAIN PUBLIC HOLIDAYS

In subsection (3), insert the words "Republic Day" between the words "Ascension Day" and "the Day of the Covenant".

2. PART III

TABLE OF WAGE RATES

Substitute the following table for the existing table:

"Rate classification"	Rate per hour
	Cent
RATE F.....	33,5
RATE G.....	27,5
RATE H.....	24,5
RATE I.....	23,5"

Signed at Johannesburg as authorised for and on behalf of the parties, on this the 27th day of October 1972.

R. F. BUDD, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede geokkupeer deur Dunswart Iron and Steel Works Ltd, McWillaw Iron and Steel Foundry (Pty) Ltd, Scaw Metals Ltd, George Stott & Co. (Pty) Ltd en Cape Town Iron and Steel Works (Pty) Ltd, in die landdrosdistrikte Benoni, Durban, Germiston, Johannesburg en Stellenbosch; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, in die gebiede gespesifiseer in paragraaf (b) van hierdie kennisgewing *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

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

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, aangegaan deur die

Iron and Steel Producers' Association of South Africa

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

Amalgamated Engineering Union of South Africa;

Amalgamated Society of Woodworkers of South Africa;

Iron Moulders' Society of South Africa;

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

S.A. Electrical Workers' Association;

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

Suid-Afrikaanse Yster-, Staal- en Verwante Nywerhede-unie

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, om die ISPA-Subgroeppooreenkoms gepubliseer by Goewermentskennisgewing R. 1434 van 4 September 1970, soos gewysig by Goewermentskennisgewing R. 1566 van 10 September 1971 en vir 'n verdere tydperk bindend verklaar by Goewermentskennisgewing R. 2143 van 1 Desember 1972, soos volg te wysig:

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

In subartikel (3), deur die woord "Republiektag" tussen die woorde "Hemelvaartsdag" en "Geloftedag" in te voeg.

2. DEEL III

LOONSKAALTABEL

Vervang die bestaande tabel deur die volgende tabel:

"Loonindeling"	Loon per uur
	Sent
LOON F.....	33,5
LOON G.....	27,5
LOON H.....	24,5
LOON I.....	23,5"

Soos gemagtig, namens die partye op hede die 27ste dag van Oktober 1972 te Johannesburg onderteken.

R. F. BUDD, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Hoofsekretaris.

No. R. 2146

1 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

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

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industry, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

SCHEDULE

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

AGREEMENT

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

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

S.A. Electrical Workers' Association

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

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, to amend the Radio, Refrigeration and Domestic Electrical Appliances Agreement, published under Government Notice R. 1436 of 4 September 1970, as amended and renewed by Government Notices R. 1567 of 10 September 1971 and R. 2143 of 1 December 1972, as follows:

A. PART I

1. SECTION 4.—WAGES AND/OR EARNINGS

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

"(1) Every employee who on 4 December 1972 is employed by an employer on work classified at Rates A or I shall, whilst in the employ of the same employer and whether or not his actual rate of pay on the said date is in excess of the rate

No. R. 2146

1 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs en Metallurgiese Nywerheid betrekking het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, in die provinsie Transvaal *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

BYLAE

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

OOREENKOMS

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

Radio, Appliance and Television Association of South Africa (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Electrical Workers' Association

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, om die Ooreenkoms vir die Afdeling Radio-, Verkoelings- en Huishoudelike Elektriese Toestelle, gepubliseer by Goewermentskennisgewing R. 1436 van 4 September 1970, soos gewysig en hernieu by Goewermentskennisgewing R. 1567 van 10 September 1971 en R. 2143 van 1 Desember 1972, soos volg te wysig:

A. DEEL I

1. KLOUSULE 4.—LONE EN/OF VERDIENSTE

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

"(1) Elke werknemer wat op 4 Desember 1972 by 'n werkgewer in diens is vir die verrigting van werk wat onder Tarief A of Tarief I ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike tarief van besoldiging

specified for his class of work as set out herein, be paid not less than the actual rate of pay he is receiving on the said date, plus an amount for his class of work as follows:

Work classified at Rate A: 10c per hour.

Work classified at Rate I: 2c per hour:

Provided that no employee shall be paid wages at a rate less than the rate for his class of work as set out in subsection (3). For purposes of this Agreement the rate applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on 'incentive bonus work' in terms of section 10 of Part I of the Main Agreement."

(2) In subsection (3), for the figures "21c", "R1.05" and "R1.15" substitute the figures "24c", "R1.15" and "R1.35", respectively.

(3) Add the following subsection (4):

"(4) In addition to the wages and other allowances prescribed in this Agreement, an allowance of 5c per hour worked, including overtime and hours worked on Saturdays, Sundays and proclaimed public holidays, shall be paid by an employer to each employee employed by him—

(a) who is the holder of a certificate of registration in terms of the Electrical Wiremen and Contractors' Act, 1939; or

(b) who is exclusively employed as a radiotrician and who obtains a Radio Repairers Certificate after 4 December 1972."

2. SECTION 5.—PAYMENT FOR PUBLIC HOLIDAYS

Add the following wording to subsection (1):

"Provided that whenever a proclaimed public holiday falls on a Saturday an employee who does not work on such day shall be paid at his ordinary hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday inclusive."

3. SECTION 6.—HOLIDAY PAY

(1) In subsection (3), for the expression "two days' pay" substitute the expression "three days' pay".

(2) In subsection (3) (a), for the words "The qualification for the paid holiday shall be 290 shifts exclusive of overtime, actually worked on a six-day working week basis, or 50 calendar weeks of employment in the case of an employee working on a five-day week basis." substitute the words "The qualification for the paid holiday shall be 290 shifts, exclusive of overtime, actually worked, for employees working on a six-day week basis, or 240 shifts, exclusive of overtime, actually worked, for employees working on a five-day week basis."

4. SECTION 9.—EMPLOYMENT ON RATE A WORK AND ISSUE OF CERTIFICATES

In subsection (2), delete all the words after the expression "Rate A work" where it appears for the first time.

B. PART III

SECTION 1.—GENERAL CONDITIONS

In subsection (1) (a), between the figures "20" and "22" insert the figure "21".

Signed at Johannesburg as authorised for and on behalf of the parties on the 3rd day of November 1972.

R. F. BUDD, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

No. R. 2147

1 December 1972

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.—SUPPLEMENTARY AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industry,

op vermelde datum hoër is as die tarief vir sy klas werk gespesifiseer, soos hieronder uiteengesit, al dan nie, minstens die werklike tarief van besoldiging betaal word wat hy op genoemde datum ontvang, plus die volgende bedrag vir sy klas werk:

Werk geklassifiseer teen Tarief A: 10c per uur.

Werk geklassifiseer teen Tarief I: 2c per uur:

Met dien verstande dat geen werknemer 'n loon betaal moet word wat laer is as die tarief wat in subklousule (3) vir sy klas werk uiteengesit word nie. Vir die toepassing van hierdie Ooreenkoms is die loon wat ingevolge hierdie subklousule van toepassing is *mutatis mutandis* van toepassing op werknemers wat ingevolge klousule 10 van Deel I van die Hoof-ooreenkoms 'aansporingsbonuswerk' verrig."

(2) In subklousule (3), vervang die syfers "21c", "R1.05" en "R1.15" deur onderskeidelik die syfers "24c", "R1.15" en "R1.35".

(3) Voeg die volgende nuwe subklousule (4) by:

"(4) Benewens die lone en ander toelaes in hierdie Ooreenkoms voorgeskryf, moet 'n werkgewer 'n toelae van 5c per uur gewerk, met inbegrip van oortydwerk en ure gewerk op Saterdag, Sondag en geproklameerde openbare vakansiedae, betaal aan elke werknemer in sy diens wat—

(a) in besit is van 'n registrasiesertifikaat ingevolge die Wet op Elektrotegniese Draadwerkers en Aannemers, 1939; of

(b) wat uitsluitlik as 'n radiotricien werksaam is en wat 'n Radioherstellersertifikaat verkry na 4 Desember 1972."

2. KLOUSULE 5.—BETALING VIR OPENBARE VAKANSIEDAE

Voeg die volgende bewoording in aan die einde van subklousule (1):

"Met dien verstande dat wanneer 'n geproklameerde openbare vakansiedag op 'n Saterdag val, 'n werknemer wat nie op so 'n dag werk nie sy gewone uurloon betaal moet word vir die aantal ure waarvoor hy betaling sou ontvang het indien die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het."

3. KLOUSULE 6.—VAKANSIEBESOLDIGING

(1) In subklousule (3), vervang die uitdrukking "twee dae se besoldiging" deur die uitdrukking "drie dae se besoldiging".

(2) In subklousule (3) (a), vervang die woorde "Die kwalifikasie vir die vakansie met besoldiging is 290 skofte, uitgesonderd oortyd, werklik gewerk op 'n grondslag van ses werkdae per week, of 50 kalenderweke diens in die geval van 'n werknemer wat op 'n grondslag van vyf dae per week werk." deur die woorde "Die kwalifikasie vir die vakansie met besoldiging is 290 skofte, uitgesonderd oortydwerk wat werklik verrig is, vir werknemers wat op 'n grondslag van ses werkdae per week werk, of 240 skofte, uitgesonderd oortydwerk wat werklik verrig is, vir werknemers wat op 'n grondslag van vyf werkdae per week werk."

4. KLOUSULE 9.—VERRIGTING VAN TARIEF A-WERK EN UITREIKING VAN SERTIFIKATE

In subklousule (2), skrap al die woorde na die uitdrukking "Tarief A-werk verrig" waar dit die eerste keer voorkom.

B. DEEL III

KLOUSULE 1.—ALGEMENE BEPALING

In subklousule (1) (a), voeg die syfer "21" in tussen die syfers "20" en "22".

Soos gemagtig, namens die partye op hede die 3de dag van November 1972 te Johannesburg onderteken.

R. F. BUDD, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Hoofsekretaris.

No. R. 2147

1 Desember 1972

WET OP NYWERHEIDSVERSOENING, 1956

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

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby, krachtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking

shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending two years from the said Monday, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

M. VILJOEN, Minister of Labour.

SCHEDULE

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

AGREEMENT

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

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

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

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Electrical and Allied Trades Union of South Africa;
Engineering Industrial Workers' Union;
Iron Moulders' Society of South Africa;
Radio, Television, Electronic and Allied Workers' Union;
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society;
S.A. Electrical Workers' Association;
S.A. Engine Drivers', Firemen's and Operators' Association;
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

The terms of this Agreement shall be observed throughout the Republic of South Africa by all employers and employees who are members of the employers' organisations and trade unions

het, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk eindigende twee jaar vanaf genoemde Maandag, 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.

M. VILJOEN, Minister van Arbeid.

BYLAE

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

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenings, 1956, gesluit en aangegaan tussen die

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

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

Amalgamated Engineering Union of South Africa;
Amalgamated Society of Woodworkers of South Africa;
Electrical and Allied Trades Union of South Africa;
Engineering Industrial Workers' Union;
Iron Moulders' Society of South Africa;
Radio, Television, Electronic and Allied Workers' Union;
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society;
S.A. Electrical Workers' Association;
S.A. Engine Drivers', Firemen's and Operators' Association;
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

Die bepalings van hierdie Ooreenkoms moet oral in die Republiek van Suid-Afrika nagekom word deur alle werkgewers en werknemers wat lid is van onderskeidelik die werkgewers-

respectively covered by the Industrial Agreements for the Iron, Steel, Engineering and Metallurgical Industries as published under the following Government Notices:

Government Notice R. 1432, dated 4 September 1970, as amended and renewed (known as the "Main Agreement" for the purpose of this Agreement), and Government Notice R. 1434, dated 4 September 1970, as amended and renewed (known as the "ISPA Subgroup Agreement" for the purpose 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 Labour, in terms of section 48 of the Act, and shall remain in force for a period of two years from that date or such period as may be determined by the Minister.

3. OBJECTS

The objects of this Agreement are to provide for the employment of persons who are not eligible for membership of the trade union parties to this Agreement in Rate D work scheduled in the Main Agreement and the ISPA Subgroup Agreement; to ensure consultation between employers and the trade unions regarding such employment; to ensure an orderly change-over where this occurs; to provide the machinery necessary to achieve these objects and to enable the establishment of re-training procedures.

4. DEFINITIONS

Any expressions contained in this Agreement shall have the same meanings as assigned to them and as published in the Main Agreement and/or ISPA Subgroup Agreement respectively, and any reference to Rate D work or operations shall be the work descriptions appearing in the Schedules, including the Division Schedules as set out in the Main Agreement.

5. APPLICATION OF TERMS OF AGREEMENT

Notwithstanding the provisions of section 1 (1) of Part III of the Main Agreement a person who is not eligible for membership on any of the trade union parties to this Agreement may be employed on work classified at Rate D on the following terms and conditions:

(1) No employee who is eligible for membership of any of the trade union parties to this Agreement shall be replaced in the class of work specified as Rate D work which he is performing at the date of coming into force of this Agreement and for the duration thereof, by a person who is not eligible for membership of any of the trade union parties to this Agreement, except where—

(a) the employee has been promoted bona fide to a job rated in the Agreements higher than Rate D and at a rate higher than he is currently receiving at the time of his promotion; or

(b) the employee himself terminates his employment or is discharged for misconduct.

(2) An arrangement may be made under subclause (8) hereof in terms of which persons who are not eligible for membership of any of the trade union parties to this Agreement may be employed on Rate D work.

(3) No person who is not eligible for membership of any of the trade union parties to this Agreement shall be appointed as a supervisor over and/or give instructions to an employee employed on Rate D work who is eligible for membership of any of the trade union parties to this Agreement.

(4) In the event of there being a recession and/or lay-offs on account of shortage of work or other economic conditions or other factors in the Industries and/or individual establishments, the employer shall give preference to the engagement of and retention of employees eligible for membership of any of the trade union parties to this Agreement insofar as the work is scheduled at Rate D.

(5) In the event of a disagreement relating to the application and/or interpretation of the provisions of this Agreement arising between an employee and his employer, the aggrieved party/ies shall, within 14 days of the disagreement arising, be entitled to refer the matter to the Regional Council in the area concerned. The Regional Council shall cause an investigation into the facts of the case and if, in its view, there has been a breach, shall call upon the offending party/ies to remedy such breach. During the period of such investigation the parties to the disagreement shall cause an immediate restoration of the position existing immediately prior to the alleged disagreement. Subject to subclause (13) any decision of the Regional Council made under

organisaties en die vakverenigings wat gedek word deur die Nywerheidsoreenkomste vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede, soos gepubliseer by die volgende Goewermentskennisgewings:

Goewermentskennisgewing R. 1432 van 4 September 1970, soos gewysig en hernieu (vir die doel van hierdie Ooreenkoms bekend as die "Hofooreenkoms"), en Goewermentskennisgewing R. 1434 van 4 September 1970, soos gewysig en hernieu (vir die doel van hierdie Ooreenkoms bekend as die ISPA-subgroeпоoreenkoms).

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms tree in werking op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet vasstel en bly van krag vir 'n tydperk van twee jaar vanaf daardie datum of vir die tydperk wat die Minister bepaal.

3. OOGMERKE

Die oogmerke van hierdie Ooreenkoms is om voorsiening te maak vir die indiensneming in Loon D-werk in die Hofooreenkoms en die ISPA-subgroeпоoreenkoms gemeld, van persone wat nie vir lidmaatskap van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie; om raadpleging te verseker tussen werkgewers en die vakverenigings betreffende sodanige indiensneming; om ordelike oorskakeling te verseker waar dit voorkom; om die nodige masjinerie te verskaf ten einde hierdie oogmerke te bereik en om die vestiging van heropleidingsprosedures moontlik te maak.

4. WOORDOMSKRYWING

Alle uitdrukkings in hierdie Ooreenkoms vervat, het dieselfde betekenis wat daaraan toegeken word en soos gepubliseer in onderskeidelik die Hofooreenkoms en/of ISPA-subgroeпоoreenkoms, en enige verwysing na Loon D-werk of -werksaamhede is die werksomskrywings wat in die Bylaes verskyn, met inbegrip van die Afdelingsbylaes soos in die Hofooreenkoms uiteenge-sit.

5. TOEPASSING VAN BEPALINGS VAN OOREENKOMS

Ondanks die bepalings van klousule 1 (1) van Deel III van die Hofooreenkoms kan 'n persoon wat nie vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, op die volgende voorwaardes in diens geneem word in werk wat teen Loon D geklassifiseer is:

(1) Geen werknemer wat vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom, mag in die klas werk as Loon D-werk gespesifiseer, wat hy op die datum van inwerkingtreding van hierdie Ooreenkoms en vir die duur daarvan verrig, vervang word deur 'n persoon wat nie vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, behalwe waar—

(a) die werknemer bona fide bevorder is tot 'n werk wat in die Ooreenkoms hoër as Loon D gereken word en teen 'n hoër loon as dié wat hy ten tyde van sy bevordering ontvang; of

(b) die werknemer sy diens self beëindig of weens wangedrag ontslaan word.

(2) 'n Reëling kan kragtens subklousule (8) hiervan getref word ingevolge waarvan persone wat nie vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, in Loon D-werk in diens geneem kan word.

(3) Geen persoon wat nie vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, mag aangestel word as 'n toesighouer oor en/of mag opdragte gee aan 'n werknemer werksaam in Loon D-werk wat vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie.

(4) In geval van 'n handelsslape en/of die tydelike ontslag van werkers vanweë 'n tekort aan werk of ander ekonomiese toestande of ander faktore in die Nywerhede en/of individuele bedryfsinrigtings, moet die werkgewer voorkeur gee aan die indiensneming en behoud van werknemers wat vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom, in soverre die werk teen Loon D aangegee word.

(5) In geval van onenigheid tussen 'n werknemer en sy werkgewer oor die toepassing en/of uitleg van hierdie Ooreenkoms, is die gegriefde party/partye daarop geregtig om die saak binne 14 dae nadat die onenigheid ontstaan het, na die Streekraad in die betrokke gebied te verwys. Die Streekraad moet die feite van die saak laat ondersoek en, indien daar na sy mening 'n skending was, 'n beroep op die skuldige party/partye doen om sodanige skending te herstel. Gedurende die tydperk van sodanige ondersoek moet die partye by die onenigheid die posisie onmiddellik herstel soos wat dit onmiddellik voor die beweerde onenigheid was. Behoudens subklousule (13) is enige besluit wat die Streekraad kragtens hierdie subklousule neem,

this subclause shall be final and binding upon the parties concerned, but in the event of the Regional Council and/or a delegated committee failing to determine the matter constituting the disagreement within 30 days of receipt, the matter shall be dealt with in terms of subclause (12).

(6) For the purpose of dealing expeditiously with the matters contained in this Agreement, the Regional Councils are hereby empowered to establish committee/s in terms of the Council's Constitution or the Industrial Conciliation Act and to delegate such specific powers as are deemed necessary to such committee/s.

(7) This Agreement shall not apply to the employment of probationers and/or juveniles employed on Rate D work, or to higher rated operations with a learnership or experience provision carrying a Rate D wage. Reference to Rate D work in this Agreement shall have the same reference as Rate D work within the Main Agreement and the wage rates so prescribed therefor in the said Main Agreement in the various schedules therein set out shall apply.

(8) Except as provided in subclause (1), an employer may only employ a person who is not eligible for membership of any of the trade union parties to this Agreement on Rate D work in terms of the following arrangement: There shall be prior consultation between the employer on the one hand and the shop-steward/s and/or the official representative/s of the union/s catering for the employee/s engaged on Rate D work on the other hand. Thereafter if mutual acceptance is recorded the employer shall make application to the Regional Council concerned for an authorisation to enable the employment of persons on Rate D work who are not eligible for membership of any of the trade union parties to this Agreement, and the Regional Council may, subject to subclause (4) hereof, issue the necessary authorisation for the duration of the Agreement in a form to be determined by the Council. The authorisation may be in respect of an individual person, or groups of persons or specified numbers of persons who are employed on Rate D work where such person/s are not eligible for membership of any of the trade union parties to this Agreement.

(9) The employer shall monthly submit such details of the persons and employees concerned in such form as the Council may determine, including persons employed in terms of subclause (1) (a) and (b).

(10) The parties agree to establish a joint Re-Training Scheme which shall be financed from levies imposed by an Industrial Agreement for the purpose of re-training employees employed on Rate D work or higher rated occupations or other employees who may become redundant. The Industrial Council is authorised to delegate the administration of any such Re-Training Scheme to any existing body currently performing allied tasks in the training field relative to the group of industries encompassed in this Agreement. In the operation of any training scheme, due cognizance will be taken of the relevant provisions of Chapter VIII of the Unemployment Insurance Act (Act 30 of 1966) and the Re-Training Scheme of the Industry shall be supplementary and complementary to and not in substitution of any arrangements as may be provided for in the said Unemployment Insurance Act.

(11) The provisions of this Agreement shall also apply in respect of employees engaged subsequent to the coming into force of this Agreement where such employees are employed on Rate D work and are eligible for membership of any of the trade union parties to this Agreement.

(12) In the event of a disagreement relating to the operation of this Agreement on any matter and/or the Regional Council failing to issue an authorisation referred to in subclause (8), it shall be competent for either of the aggrieved parties to invoke arbitration and the award of the arbitrator/s appointed shall be final and binding and shall be observed by the parties. Arbitration so conducted shall be within the terms and provisions of the Council's Constitution: Provided that nothing therein contained shall preclude the Council from appointing a person or persons who shall act as standing arbitrator/s for the time being for the purpose of this Agreement and for its duration.

(13) The Executive Committee of the Council may, in its absolute discretion, withdraw any authorisation granted and prohibit any employer from applying the provisions of this Agreement in his establishment.

Signed at Johannesburg, this 27th day of October 1972.

R. F. BUDD, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

W. R. GLASTONBURY, General Secretary.

final en bindend vir die betrokke partye, maar indien die Streekraad en/of 'n gemagtigde komitee nie daarin slaag om die saak waaroor die onenigheid handel, binne 30 dae na ontvangs te beslis nie, moet die saak ooreenkomstig subklousule (12) gehanteer word.

(6) Met die doel om die sake in hierdie Ooreenkoms bevat vinnig te hanteer, word die Streekraad hierby gemagtig om komitee/s ingevolge die Raad se Konstitusie of die Wet op Nywerheidsversoeniging te stig en om sodanige spesifieke bevoegdhede as wat nodig geag word aan sodanige komitee/s oor te dra.

(7) Hierdie Ooreenkoms is nie van toepassing op die indiensneming van proefwerkers en/of jeugdiges wat Loon D-werk moet verrig nie of op hoër gegradeerde werksaamhede waarvoor daar 'n leerlingskap of ondervindingsbepaling voorgeskryf is wat 'n Loon D-besoldiging meebring nie. Verwysing na Loon D-werk in hierdie Ooreenkoms het dieselfde verwysing as Loon D-werk in die Hoofdooreenkoms, en die loontariewe aldus daarvoor in genoemde Hoofdooreenkoms voorgeskryf in die verskillende bylaes wat daarin uiteengesit is, is van toepassing.

(8) Behoudens subklousule (1), mag 'n werkgever 'n persoon wat nie vir lidmaatskap vir enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, net ooreenkomstig die volgende reëling vir Loon D-werk in diens neem: Die werkgever, aan die een kant, en die tussenman/ne en/of die amptelike verteenwoordiger/s van die vereniging/s wat die belange behartig van die werknemer/s wat Loon D-werk verrig, aan die ander kant, moet mekaar vooraf raadpleeg. Indien daar onderlinge aanvaarding is, moet die werkgever daarna by die betrokke Streekraad aansoek doen om magtiging vir die indiensneming, vir Loon D-werk, van persone wat nie vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie, en die Streekraad kan, behoudens subklousule (4) hiervan, die nodige magtiging vir die duur van die Ooreenkoms verleen in 'n vorm wat deur die Raad vasgestel moet word. Die magtiging kan ten opsigte van 'n individuele persoon, groepe persone of gespesifiseerde getalle persone wees wat vir Loon D-werk in diens is, waar sodanige persoon/persone nie vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom nie.

(9) Die werkgever moet sodanige besonderhede van die betrokke persone en werknemers, met inbegrip van persone wat kragtens subklousule (1) (a) en (b) in diens, maandeliks voorlê in die vorm wat die Raad bepaal.

(10) Die partye stem in tot die stigting van 'n gesamentlike Heropleidingskema wat gefinansier moet word uit heffings wat deur 'n Nywerheidsooreenkoms opgelê word, met die doel om werknemers in Loon D-werk of hoër gegradeerde beroepe, of ander werknemers wat oortollig word, weer op te lei. Die Nywerheidsraad word gemagtig om die administrasie van enige sodanige Heropleidingskema oor te dra aan enige bestaande liggaam wat tans verwante take uitvoer op die gebied van opleiding met betrekking tot die groep Nywerhede wat onder hierdie Ooreenkoms ressorteer. By die implementering van enige opleidingskema sal daar behoorlik kennis geneem word van die betrokke bepalings van Hoofstuk VIII van die Werkloosheidsversekeringswet (Wet 30 van 1966), en die Nywerheid se Heropleidingskema moet bykomend tot en aanvullend wees by enige reëlings soos in genoemde Werkloosheidsversekeringswet bepaal, en nie ter vervanging daarvan nie.

(11) Die bepalings van hierdie Ooreenkoms is ook van toepassing ten opsigte van werknemers wat na die inwerkingtreding van hierdie Ooreenkoms in diens geneem word, waar sodanige werknemers Loon D-werk verrig en vir lidmaatskap van enige van die vakverenigingspartye by hierdie Ooreenkoms in aanmerking kom.

(12) In geval van onenigheid oor die werking van hierdie Ooreenkoms oor enige aangeleentheid en/of indien die Streekraad versuim om magtiging te verleen soos in subklousule (8) vermeld, is enige van die gegriefde partye bevoeg om hom op arbitrasie te beroep, en die uitspraak van die arbiter/s wat aangestel word, is final en bindend en moet deur die partye nagekom word. Sodanige arbitrasie moet binne die bepalings en voorwaardes van die Raad se Konstitusie val: Met dien verstande dat niks daarin vervat die Raad verhoed om 'n persoon of persone aan te stel wat voorlopig as vaste arbiters/s moet optree vir die toepassing van hierdie Ooreenkoms en vir die duur daarvan.

(13) Die Uitvoerende Komitee van die Raad kan, na sy uitsluitlike goedvinde, enige magtiging wat toegestaan is, terugtrek en enige werkgever verbied om die bepalings van hierdie Ooreenkoms in sy bedryfsinrigting toe te pas.

Op hede die 27ste dag van Oktober 1972 te Johannesburg onderteken.

R. F. BUDD, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

W. R. GLASTONBURY, Hoofsekretaris.

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DEPOSITO'S EN OPVRAGINGS KAN GEDOEN
WORD BY ENIGEEN VAN MEER AS 1,600 POS-
KANTORE IN DIE REPUBLIEK VAN SUID-AFRIKA
EN SUIDWES-AFRIKA, AFGESIEN VAN WAAR U
REKENING OORSPRONKLIK GEOPEN IS.

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