



STAATSKOERANT VAN DIE REPUBLIEK VAN SUID-AFRIKA

REPUBLIC OF SOUTH AFRICA GOVERNMENT GAZETTE

REGULASIEKOERANT No. 2670

As 'n Nuusblad by die Poskantoor Geregistreer

PRYS 20c PRICE
OORSEE 30c OVERSEAS
POSVRY—POST FREE

REGULATION GAZETTE No. 2670

Registered at the Post Office as a Newspaper

Vol. 159]

PRETORIA, 22 SEPTEMBER 1978

[No. 6165

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 1912

22 September 1978

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—OOREENKOMS VIR DIE RADIOOVERVAARDIGINGSEKSIE

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

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 7 (1) (b) van Deel I met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerhede in die gebiede gespesifieer in klousule 1 (2) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 7 (1) (b) van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1979 eindig, in die gebiede gespesifieer in klousule 1 (2) van Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle

GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 1912

22 September 1978

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES, REPUBLIC OF SOUTH AFRICA.—AGREEMENT FOR THE RADIO MANUFACTURING SECTION

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

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

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 7 (1) (b) of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the areas specified in clause 1 (2) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of Part I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1979, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 7 (1) (b) of Part I, shall *mutatis mutandis* be

Swartes in diens in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

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

OOREENKOMS

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

S.A. Radio Manufacturers' Association

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

Electrical and Allied Trades Union of South Africa

Radio, Television, Electronics and Allied Workers' Union

S.A. Electrical Workers' Association

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

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

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Radiovervaardigingseksie van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid nagekom word—

(1) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is;

(2) in die landdrosdistrikte Die Kaap, Durban, Oos-Londen, Johannesburg, Pietersburg en Pinetown.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet vasstel, en bly van krag tot 30 Junie 1979 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Hoofooreenkoms omskryf word, het dieselfde betekenis as in genoemde Wet of Ooreenkoms, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

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

"Radiovervaardigingseksie" die vervaardiging en/of montering van huishoudelike (d.w.s. motor-, huis- of draagbare) radio- en/of bandopnemer- en/of grammaphonuitrusting, met inbegrip van luidsprekers, tesame met komponente en/of audio-uitrusting gemaak uitsluitlik vir gebruik in en met sodanige uitrusting deur die vervaardiger van genoemde uitrusting;

"Hoofooreenkoms" die Ooreenkoms gepubliseer by Goewernmentskennisgewing R. 1112 van 2 Junie 1978 of enige latere Ooreenkoms, en sluit dit enige wysiging of verlenging daarvan in.

4. BETALING VIR OPENBARE VAKANSIEDAE

(1) Alle geproklameerde openbare vakansiedae is vakansiedae met besoldiging ten opsigte waarvan 'n werknemer minstens sy uurloon soos in die Hoofooreenkoms voorgeskryf, betaal moet word vir die gewone werkure van die bedryfsinrigting op daardie dag van die week. Vir die toepassing van hierdie subklousule is die gewone uurloon van werknemers wat volgens 'n aansporingsbonusskema werk, die uurloon vir die klas werk gemeld in die lys in hierdie Ooreenkoms: Met dien verstande dat, wanneer 'n geproklameerde openbare vakansiedag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, teen sy gewone uurloon betaal moet word vir die getal ure waarvoor hy betaal sou gewees het indien die vakansiedag binne die tydperk Maandag tot en met Vrydag gevallen het.

(2) Ondanks subklousule (1), moet 'n werknemer van wie daar deur sy werkgever vereis word om die skof te werk wat enigeen van die openbare vakansiedae wat in hierdie klousule genoem word, onmiddellik voorafgaan of daarop volg, en wat van sodanige skof of skofte van die werk wegblie, nie vir sodanige vakansiedag besoldig word nie tensy hy afwesig is met

binding upon all Blacks employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

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

AGREEMENT

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

S.A. Radio Manufacturers' Association

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

Electrical and Allied Trades Union of South Africa

Radio, Television, Electronics and Allied Workers' Union

S.A. Electrical Workers' Association

(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.

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Radio Manufacturing Section of the Iron, Steel, Engineering and Metallurgical Industries—

(1) by all employers and employees who are members of the employers' organisation and the trade unions, respectively;

(2) in the Magisterial Districts of The Cape, Durban, East London, Johannesburg, Pietersburg and Pinetown.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force until 30 June 1979 or for such period as may be determined by him.

3. DEFINITIONS

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

"Act" means the Industrial Conciliation Act, 1956;

"Council" means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

"Radio Manufacturing Section" means the manufacture and/or assembly of domestic (i.e. car, or home, or portable) radio and/or tape recorder and/or gramophone equipment, including loudspeakers, together with components and/or audio equipment made solely for use in and with such equipment by the manufacturer of that equipment;

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

4. PAYMENT FOR PUBLIC HOLIDAYS

(1) All proclaimed public holidays shall be paid holidays in respect of which an employee shall be paid at not less than his hourly rate as defined in the Main Agreement for the ordinary working hours of the establishment for that day of the week. For purposes of this subsection, the ordinary hourly rate of employees employed on incentive bonus work shall be the hourly rate for the class of work scheduled in this Agreement: 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.

(2) Notwithstanding the provisions of subsection (1), an employee who is required by his employer to work the shift immediately preceding and/or following any of the public holidays referred to in this section and who absents himself from work on such shift or shifts shall not be entitled to payment for such holiday unless absent with the permission of his

die toestemming van sy werkewer of omrede siekte of omstandighede buite sy beheer of die ure van die betrokke skof of skofte ingewerk is, en in dié geval moet betaling gedaan word vir die dae soos kragtens hierdie klousule bepaal.

(3) 'n Werknemer wat veronreg voel deur die toepassing op hom van enige van die bepalings van subklousule (2), kan na die Raad appelleer teen die beslissing wat teen hom geveld is, en die Raad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aan hom voorgelê is, daardie beslissing bekratig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes geword het. Appelle kragtens hierdie subklousule moet tot die Streekraad van die betrokke gebied gerig word.

5. VERLOFBESOLDIGING

(1) Uitgesonderd in die geval van werknemers wat volgens 'n aansporingsbonusskema werk, moet die verlofbesoldiging wat in hierdie klousule bepaal word, bereken word teen die uurloon, soos in die Hoofoordeenskoms omskryf, wat die werknemer op die datum van kwalifisering vir sy verlof met besoldiging ontvang het.

(2) Die vakansiebesoldiging van werknemers wat volgens 'n aansporingsbonusskema werk, moet bereken word teen die gemiddelde weeklikse verdienste, uitgesonderd oortydbesoldiging, oor die laaste drie maande wat hulle werklik volgens 'n aansporingsbonusskema gewerk het voordat die verlof verskuldig geword het of oor die getal weke werklik gewerk gedurende die tydperk wat daar volgens 'n aansporingsbonussstelsel gewerk is, naamlik die kortste tydperk.

(3) Behoudens onderstaande voorwaarde, is elke werknemer kragtens hierdie Ooreenkoms geregtig op twee agtereenvolgende weke verlof met besoldiging plus drie dae se besoldiging gebaseer op die gewone werkure van die skofte wat in die betrokke bedryfsinrigting op Maandae en Dinsdae val, bereken teen die uurloon wat die werknemer ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer:

(a) Die kwalifikasie vir die verlof met besoldiging is 292 skofte, uitgesonderd oortyd, werklik gewerk op 'n grondslag van ses werkdae per week, of 241 skofte, uitgesonderd oortyd, werklik gewerk op 'n grondslag van vyf werkdae per week.

(i) Behoudens subparagraph (ii), word diens vir minder as 30 skofte op 'n grondslag van ses werkdae per week of 25 skofte op 'n grondslag van vyf werkdae per week, nie vir die verlof met besoldiging in aanmerking geneem nie: Met dien verstande dat 'n werknemer wat tydelik buite werk gestel word nadat hy 18 skofte op 'n grondslag van ses werkdae per week of 15 skofte op 'n grondslag van vyf werkdae per week gewerk het, vir die doel van die verlof met besoldiging gekrediteer moet word met die getal skofte wat hy werklik vir daardie werkewer gewerk het.

(ii) Waar 'n werknemer se diens ooreenkomsdig hierdie paragraaf onderbreek word en hy weer werk vir dieselfde werkewer aanvaar, moet hy vir die doel van die verlof met besoldiging gekrediteer word met die totale getal skofte wat hy vir sodanige werkewer gewerk het, mits hy nie intussen vir 'n ander werkewer gewerk het nie.

(iii) Tydperke van afwesigheid weens siekte, wat op hoogstens 52 skofte op 'n grondslag van ses werkdae per week of 43 skofte op 'n grondslag van vyf werkdae per week te staan kom in enige kwalifiserende tydperk vir die verlof met besoldiging moet vir verlofdoeleindes in aanmerking geneem word: Met dien verstande dat 'n werkewer daarop geregtig is om van 'n werknemer 'n mediese sertifikaat te vereis as bewys van die oorsaak van sy afwesigheid. Tydperke van afwesigheid weens 'n ongeluk wat ontstaan het uit en in die loop van die werkewer se diens, moet vir verlofdoeleindes in aanmerking geneem word indien daar erken is dat sodanige ongeluk binne die bepalings van die Ongevallewet, 1941, val, en die tydperke van afwesigheid wat vir die doeleindes van verlof met besoldiging in aanmerking geneem word, is die tydperke van ongesiktheid wat ingevolge genoemde Wet erken word.

(iv) 'n Werknemer wat van sy werk af wegblie sonder 'n andoende rede wat vir sy werkewer bevredigend is, verbeur ten opsigte van elke skof wat hy gedurende sodanige afwesigheid verloor, vyf skofte op 'n grondslag van ses werkdae per week of vier en een sesde op 'n grondslag van vyf werkdae per week, wat hy vir sy verlof met besoldiging gewerk het, met 'n maksimum straf van 60 skofte op 'n grondslag van ses werkdae per week of 50 skofte op 'n grondslag van vyf werkdae per week in enige bepaalde kwalifiserende tydperk vir verlof met besoldiging, mits die werkewer binne sewe dae na sodanige afwesigheid die Raad skriftelik van sodanige afwesigheid in kennis stel.

employer or on account of sickness or circumstances beyond his control or the hours of the shift or shifts concerned have been worked in, in which event payment shall be made for the days as provided for in terms of this section.

(3) Any employee who is aggrieved by the application to him of any of the provisions of subsection (2) may appeal to the Council against the decision applied to him, and the Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. Appeals in terms of this subsection shall be made to the Regional Council of the area concerned.

5. LEAVE PAY

(1) Except in the case of employees employed on incentive bonus work, leave payments provided for in this section shall be computed at the hourly rate as defined in the Main Agreement which the employee is receiving at the date of qualification for his paid leave.

(2) Leave payments of employees employed on incentive bonus work shall be computed on the average weekly earnings, exclusive of overtime, over the last three months actually worked on incentive bonus work prior to the leave becoming due or, whichever is the lesser period, over the number of weeks actually worked during the period of employment on incentive bonus work.

(3) Subject to the following conditions, every employee shall be entitled under this Agreement to two consecutive weeks' paid leave plus three days' pay based on the ordinary hours of work of the shifts falling on Mondays and Tuesdays in the establishment concerned, computed at the hourly rate which the employee is receiving at the date of qualification for his paid leave:

(a) The qualification for the paid leave shall be 292 shifts, exclusive of overtime, actually worked, for employees working on a six-day week basis or 241 shifts, exclusive of overtime, actually worked, for employees working on a five-day week basis.

(i) Subject to subparagraph (ii), employment for less than 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, shall not count for the paid leave: Provided that an employee who is laid off after working 18 shifts on a six-day week basis or 15 shifts on a five-day week basis, shall be credited for purposes of the paid leave with the number of shifts actually worked for that employer.

(ii) Where an employee's service is broken in terms of this paragraph and he resumes work for the same employer he shall, if he does not work for another employer in the interim, be credited for purposes of the paid leave with the total number of shifts worked for such employer.

(iii) Periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis in any one qualifying period for the paid leave, shall count for leave purposes: Provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of the cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave purposes if such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, 1941, and the periods of absence counting for purposes of the paid leave shall be the periods of disablement admitted by the said Act.

(iv) Provided notification of such absence is given by the employer, in writing, to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth on a five-day week basis worked towards his paid leave with a maximum penalty of 60 shifts on a six-day week basis or 50 shifts on a five-day week basis in any one qualifying period for paid leave.

(v) Tydperke van afwesigheid as gevolg van die addisionele week verlof met besoldiging of ophopings daarvan, soos bepaal in klosule 13 van Deel I van die Hoofooreenkoms, soos toegepas by klosule 7 (1) van Deel I van hierdie Ooreenkoms, moet vir doeleinnes van verlof met besoldiging in aanmerking geneem word in die mate waarin die getal skofte deur sodanige tydperke van afwesigheid verteenwoordig word.

(b) Die verlof moet drie naweke insluit en moet oor 'n ononderbroke tydperk strek.

(c) Indien 'n geproklameerde openbare vakansiedag binne die tydperk van die verlof val, moet sodanige tydperk met een dag teen volle besoldiging verleng word vir elke sodanige openbare vakansiedag.

(d) Indien 'n werknaem van wie sy werkgewer vereis om op 'n ander plek as sy gewone woonplek te werk, op die punt staan om sy verlof met besoldiging te neem, begin en eindig sodanige verlof op die woonplek van daardie werknaem mits die werknaem na sy woonplek terugkeer.

(e) 'n Werknaem moet binne een maand voor die datum waarop hy op vakansieverlof geregty word, aansoek om sodanige verlof doen.

(f) Die werkgewer moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop die werknaem daarop geregty geword het.

(g) 'n Werknaem is daarop geregty en daartoe verplig om sy verlof te neem binne 'n tydperk van vier maande vanaf die datum waarop hy daarop geregty geword het, tensy vrystelling deur die Raad verleen word.

(h) 'n Werknaem mag gedurende die tydperk van sy verlof geen werk teen vergoeding verrig nie.

(4) (a) Wanneer 'n werknaem op die punt staan om sy verlof met besoldiging te neem, moet die geld wat vir die doel daarvan aan hom betaalbaar is, in kontant deur sy werkgewer aan hom betaal word wanneer hy ophou werk met die doel om met verlof te gaan.

(b) Die werkgewer moet ten tyde van die betalings vermeld in paragraaf (a) van hierdie subklosule en in klosules 13 en 14 van Deel I van die Hoofooreenkoms, soos toegepas by klosule 7 (1) van Deel I van hierdie Ooreenkoms, aan die Raad 'n verlofbesoldigings- en bonuskwitansie stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat deur die werknaem onderteken is as bewys dat hy die betaling ontvang het.

(5) Wanneer die diens van 'n werknaem eindig voordat hy kragtens subklosule (3) op verlof met besoldiging geregty word, moet hy, na gelang daarvan of die bedryfsinrigting op 'n grondslag van ses of vyf dae per week, verlofbesoldiging betaal word in verhouding tot die getal skofte gerekende of, op sy versoek, voorsien word van 'n bewysstuk, opgestel in 'n vorm wat vir die Raad aanneemlik is, waarin die getal skofte gemeld word wat vir verlofdoeleindes in aanmerking geneem moet word. In so 'n geval moet die werknaem die bewysstuk ontvang sodra hy die werkgewer se diens verlaat, en die werkgewer moet die geldekwivalent van die verlof waarop die werknaem aldus geregty geword het en wat bereken is ooreenkomsdig subklosule (1) of subklosule (2), naamlik dié een wat van toepassing is, onmiddellik aan die Sekretaris van die Raad stuur, plus 'n bedrag gelyk aan drie tiendes van die geldekwivalent van die verlof waarop die werknaem geregty is, bereken soos hierbo vermeld, ten opsigte van drie ekstra dae verlofbesoldiging wat in subklosule (3) bepaal word, min enige aftrekking wat by wet vir inkomstebelasting vereis word.

(6) Wanneer 'n werknaem te sterwe kom of in die loop van sy werk ongeskik raak om sy ambag voort te sit, moet die bedrag wat ten opsigte van verlofbesoldiging aan hom verskuldig is, aan hom of aan sy boedel, na gelang van die geval, betaal word.

(7) (a) Na verloop van minstens 50 weke, gereken vanaf die datum waarop die tydperk van diens begin het wat deur die bewysstuk gedek word, is enige werknaem wat ingevolge subklosule (5) van 'n bewysstuk voorsien is en wat nie meer in die Nywerheid werksaam is nie, daarop geregty, behoudens paragraaf (b), om by aanbieding van die bewysstuk aan die Raad in die streek van herkoms, betaling te ontvang van enige onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

(b) 'n Bewysstuk wat ingevolge subklosule (5) aan 'n werknaem uitgereik is, is geldig vir 'n tydperk van twee jaar vanaf die datum van die laaste skof wat sodanige werknaem gerekende het, en bedrae waarmee 'n werknaem in die boeke van die Raad gekrediteer is, kom na verstryking van sodanige tydperk die fondse van die Raad toe: Met dien verstande egter dat die Raad enige eis wat sodanige werknaem na die verstryking van genoemde tydperk instel, moetoorweeg en na sy goedgunke 'n ex gratia-betaling uit die fondse van die Raad aan sodanige werknaemers soos hierin bedoel, kan doen.

(8) Behoudens andersluidende bepalings hierin, word diens vir die toepassing van hierdie klosule geag te begin op die datum waarop 'n werknaem by die werkgewer in diens tree of op die

(v) Periods of absence on the additional week's paid leave or accumulation thereof provided for in section 13 of Part I of the Main Agreement as applied by section 7 (1) of Part I of this Agreement, shall count for purposes of the paid leave to the extent of the number of shifts represented by such periods of absence.

(b) The leave shall include three week-ends and be for one unbroken period.

(c) Should any proclaimed public holiday fall within the period of the leave such period shall be extended by one day with full pay for each such day.

(d) Should an employee who is required by his employer to work away from his usual place of domicile be about to take his paid leave the leave shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

(e) Application for leave shall be made by an employee within one month prior to the date he becomes entitled thereto.

(f) The leave shall be granted by the employer so as to commence within a period of four months of due date.

(g) An employee shall be entitled to and shall take his leave within a period of four months from due date, unless exemption is granted by the Council.

(h) No employee shall engage in any employment for gain during the period of his leave.

(4) (a) When an employee is about to take his paid leave the moneys payable to him for purposes thereof shall be paid to him in cash by his employer on his ceasing work to go on leave.

(b) The employer shall at the time of making the payments referred to in paragraph (a) of this subsection and in sections 13 and 14 of Part I of the Main Agreement, as applied by section 7 (1) of Part I of this Agreement, forward to the Council a leave pay and bonus receipt drawn up in a form acceptable to the Council and containing the employee's signature as a receipt for the payment.

(5) When the employment of an employee terminates before he becomes entitled to paid leave in terms of subsection (3), he shall, according to whether the establishment works a six-day week or a five-day week be paid leave pay pro rata to the number of shifts worked or, at his request, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes. In such case the employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Council the money equivalent of the leave to which the employee is so entitled computed as provided for in subsection (1) or subsection (2), whichever is applicable, plus an amount equal to three-tenths of the money equivalent of the leave to which the employee is entitled computed as aforesaid in respect of three extra days leave pay provided for in subsection (3), less any deduction compelled by law for income tax.

(6) When an employee dies or is, in the course of his work, incapacitated from continuing at his trade, the amount which is due in respect of leave pay shall be payable to his estate or himself, as the case may be.

(7) (a) After not less than 50 weeks have elapsed, reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of subsection (5) and is no longer employed in the Industry shall be entitled, subject to paragraph (b), on presenting the voucher to the Council in the region of origin to payment thereon of any unpaid balance standing to his credit on the books of the Council.

(b) Any voucher issued to an employee in terms of subsection (5) shall be valid for a period of two years from the date of the last shift worked by such employee, and amounts standing to the credit of an employee in the books of the Council shall on the expiration of such period accrue to the funds of the Council: Provided, however, that the Council shall consider any claim that may be made by any such employee after the expiration of the said period, and may in its discretion make ex gratia payments from the funds of the Council to such employees as are referred to herein.

(8) Except as otherwise provided herein, employment for purposes of this section shall be deemed to commence from the date on which an employee enters the employer's service, or,

datum waarop hy laas op verlof met besoldiging geregely word het, naamlik die jongste datum, en sluit sodanige diens ook tydperke van militêre diens in: Met dien verstande dat 'n werknemer nie daarop geregely is om meer as vier maande van enige tydperk van sodanige opleiding as diens te eis nie.

(9) Die Raad kan wedersydse reëlings met enige ander nywerheid tref vir die uitwisseling van verlofbewyssukte ten voordele van werknemers wat die Nywerheid verlaat.

6. VERVANGING VAN SEKERE BEPALINGS IN DIE HOOFOOREENKOMS

(1) Ondanks klosules 4 en 5 van hierdie deel van hierdie Ooreenkoms (hierna die "gewone voorwaarde" genoem), kan 'n werkgever en sy werknemers op wie hierdie Ooreenkoms van toepassing is, onderling ooreenkome dat die bepalings van klosules 11, 12 en 15 van Deel I van die Hoofooreenkoms (hierna die "spesiale voorwaarde" genoem) in die plek daarvan gestel word.

(2) Elke werkgever wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die Radiovervaardigingseksie betrokke is, moet binne een maand na sodanige datum aan die Raad verklaar of die gewone voorwaarde van die spesiale voorwaarde in sy bedryfsinrigting nagekom sal word, en elke werkgever wat na daardie datum met 'n saak begin, moet, wanneer hy inligting ooreenkomstig klosule 25 van die Hoofooreenkoms, soos toegepas by klosule 7 (1) van Deel I van hierdie Ooreenkoms, aan die Raad verstrek, aan die Raad verklaar of die gewone voorwaarde van die spesiale voorwaarde in sy bedryfsinrigting nagekom sal word.

7. ALGEMENE BEPALINGS

(1) Behoudens die wysigings van klosule 14 van Deel I en klosule 1 (3) van Deel III van die Hoofooreenkoms soos in subklosules (2) en (3) vervat, is die volgende bepalings van die Hoofooreenkoms *mutatis mutandis* van toepassing op die werkgevers en werknemers op wie hierdie Ooreenkoms van toepassing is:

(a) Klosules 1 (3) tot en met (6), 3 tot en met 8 (3) (d), 8 (3) (f), (g) en (h), 8 (4), 9, 10, 13, 14, 16 tot en met 22, 24 tot en met 27, 29 tot en met 34, van Deel I, al die bepalings van Deel II en klosule I van Deel III;

(b) klosules 8 (3) (e), 8bis en 28 van Deel I; en

(1)bis Die loonskaal voorgeskryf vir enige werkverrigting gespesifieer in Afdeling D/22 van die Hoofooreenkoms is *mutatis mutandis* van toepassing ten opsigte van enige soortgelyke werkverrigting wat in die Radiovervaardigingseksie verrig word maar wat nie in Deel II gelys is nie.

(2) Voeg die volgende subklosule by klosule 14 van Deel I van die Hoofooreenkoms:

"(6) Vir die berekening van die verlofbonus moet kwalifiserende skofte wat na 1 Januarie 1973 gewerk is, in aanmerking geneem word."

(3) Vervang klosule 1 (3) van Deel III van die Hoofooreenkoms deur die volgende:

"(3) 'n Werknemer wat op 2 Oktober 1978 by 'n werkgever in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgever is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifieer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n addisionele bedrag vir sy klas werk soos uiteengesit in die kolom met die oorskryf 'Addisionele bedrag' in die Tabel van Beroepe en Loonskale in Deel II:

Met dien verstande dat—

(i) die addisionele bedrag wat ingevolge hierdie subklosule aan 'n werknemer vir sy klas werk betaalbaar is, verminder mag word met die bedrag van enige verhoging wat op of sedert 1 Julie 1978 aan sodanige werknemer toegestaan is;

(ii) 'n werknemer wat gedurende die tydperk wat op 1 Julie 1978 'n aansporing geneem het, in diens geneem was teen 'n loonskaal wat minstens gelyk is aan die loonskaal vir sy klas werk voorgeskryf op 2 Oktober 1978 nie geregely is op die addisionele bedrag wat in hierdie subklosule vir sy klas werk gespesifieer word nie;

(iii) 'n werkgever nie die loonskaal van 'n werknemer aan wie 'n groter verhoging as die addisionele bedrag in hierdie subklosule gespesifieer op of sedert 1 Julie 1978 vir sy klas werk toegeken is, mag verminder nie en dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word.

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

whichever is the later, the date on which he last became entitled to paid leave, and includes any period of military service: Provided that an employee shall not be entitled to claim as employment more than four months of any period of such training.

(9) The Council may make reciprocal arrangements with any other industry for the interchange of leave vouchers to the benefit of employees leaving the Industries.

6. SUBSTITUTION OF CERTAIN MAIN AGREEMENT PROVISIONS

(1) Notwithstanding the provisions of sections 4 and 5 of this Part of this Agreement (hereinafter referred to as the "ordinary conditions"), an employer and his employees to whom this Agreement applies may mutually agree that the provisions of sections 11, 12 and 15 of Part I of the Main Agreement (hereinafter referred to as the "special conditions") shall be substituted therefor.

(2) Every employer engaged in the Radio Manufacturing Section at the date of coming into operation of this Agreement shall declare to the Council within one month of such date whether the ordinary conditions or the special conditions will be observed in his establishment, and every employer commencing business after that date shall, when furnishing information to the Council in accordance with the provisions of section 25 of the Main Agreement, as applied by section 7 (1) of Part I of this Agreement, declare to the Council whether the ordinary conditions or the special conditions will be observed in his establishment.

7. GENERAL PROVISIONS

(1) The following provisions of the Main Agreement shall, subject to the amendments to section 14 of Part I and section 1 (3) of Part III of the Main Agreement as contained in subsections (2) and (3), *mutatis mutandis* apply to the employers and employees to whom this Agreement applies:

(a) Sections 1 (3) to (6) inclusive, 3 to 8 (3) (d) inclusive, 8 (3) (f), (g) and (h), 8 (4), 9, 10, 13, 14, 16 to 22 inclusive, 24 to 27 inclusive, 29 to 34 inclusive, of Part I, all the provisions of Part II and section 1 or Part III;

(b) sections 8 (3) (e), 8bis and 28 of Part I; and

(1)bis The wage rate prescribed for any operation specified in Division D/22 of the Main Agreement shall *mutatis mutandis* apply in respect of any similar operation performed in the Radio Manufacturing Section but which is not scheduled in Part II.

(2) Add the following subsection to section 14 of Part I of the Main Agreement:

"(6) For the purpose of the calculation of the leave bonus, qualifying shifts worked after 1 January 1973 shall be taken into account."

(3) Substitute the following for section 1 (3) of Part III of the Main Agreement:

"(3) Every employee who on 2 October 1978 is employed by an employer on work classified in this Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date, plus an additional amount for his class of work as set out in the column headed 'Additional amount' in the Table of Occupations and Wage Rates in Part II:

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase granted to such employee on or subsequent to 1 July 1978.

(ii) any employee who was engaged during the period commencing on 1 July 1978 at a rate of pay not less than the rate of pay prescribed for his class of work as at 2 October 1978 shall not be entitled to be paid the additional amount specified in this subsection for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1978 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement.

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

DEEL II
TABEL VAN BEROEPE EN LOONSKALE

Werkbeskrywing	Basiese loon per uur	Addisionele bedrag per uur	
		R	c
1. Elektrisiënswerk.....	2,50		18
2. Radiotrisiënswerk.....	2,50		18
3. Voorbereiding en montering van uitrusting vir produksiebande en algemene onderhoud van geboue en uitrustingsaspekte van elektrisiëns- of radiotrisiënswerk.....	2,50		18
4. Leiding van 'n enkele seksie of band waar daar 20 of meer bedieners is (indien aldus aangestel):			
Eerste maand ondervinding.....	1,34		13
Tweede maand ondervinding.....	1,39		13
Daarna.....	1,45		13
5. Opsporing van elektriese foute deur vooraf bepaalde simptoomontleding, met inbegrip van die herstel van sodanige foute deur soldering of vervanging van foutiewe komponente:			
Eerste maand ondervinding.....	1,34		13
Tweede maand ondervinding.....	1,39		13
Daarna.....	1,45		13
6. Leiding van klein subseksies en beperkte personeel van tot 20 bedieners (indien aldus aangestel):			
Eerste maand ondervinding.....	0,96		13*
Tweede maand ondervinding.....	0,99		13*
Daarna.....	1,01		13*
7. Die onderneming van spoelwikkelwerksaamhede, met inbegrip van die instelling en voorbereiding van spoelwikkelmasjiene:			
Eerste maand ondervinding.....	0,96		13*
Tweede maand ondervinding.....	0,99		13*
Daarna.....	1,01		13*
8. Die onderneming van ligte perswerk, met inbegrip van die vashegting van selfstandstempels:			
Eerste maand ondervinding.....	0,96		13*
Tweede maand ondervinding.....	0,99		13*
Daarna.....	1,01		13*
9. Finale toetsing op produksieband binne vooraf bepaalde perke en/of toetsing van voltooide produkte vir klank en voorkoms:			
Eerste drie maande ondervinding.....	0,96		13*
Daarna.....	1,01		13*
10. Elektriese instelling van individuele komponente binne vooraf bepaalde perke, met inbegrip van onmiddellike regstelling van ooglopende foute:			
Eerste drie maande ondervinding.....	0,92		13*
Daarna.....	0,94		13*
11. Elektriese toetsing, met inbegrip van die gebruik van setmate, van spesiale seksies van stroombane tot op vooraf bepaalde perke, maar uitgesonderd herstelwerk:			
Eerste drie maande ondervinding.....	0,92		13*
Daarna.....	0,94		13*
12. Ligte perswerk, maar uitgesonderd die vashegting van stempels.....	0,86		12*
13. Luidsprekers aan rame vaslym voordat dit gebak word, en bediening van baksetmaat.....	0,86		12*
14. Fisiese ondersoek van gesoldeerde vooë en komponente, met inbegrip van die opknapping van vooë en die herstel of vervanging van beskadigde komponente.....	0,86		12*
15. Montering en/of vashegting en/of bedrading van komponente en/of bedrading (met voorbereide drade) volgens voorgeskrewe instruksies en/of patronen en/of model en/of monster, met inbegrip van handsoldeerwerk:			
Eerste drie maande ondervinding.....	0,78		12*
Daarna.....	0,84		12*
16. Bediening van ontlasbandsamestelle.....	0,84		12*
17. Spoelwikkeling (met inbegrip van transformators) met die hand.....	0,80		12*
18. Spoelwikkeling (met inbegrip van transformators) op halfautomatiese masjiene.....	0,78		12*
19. Handhawing van diepte van smeltdaddel en soldeerbaddens en toesig oor bandtoevoer na masjiene en van masjiene af.....	0,78		12*
20. Syskermwerk, uitgesonderd sierwerk.....	0,78		12*
21. Was en/of skoonmaak en/of bedekking en/of beligting en/of ontwikkeling en/of ets van gedruktebaanborde en/of rustukke.....	0,78		12*
22. Klinkwerk met die hand of met 'n masjiene.....	0,78		12*
23. Kontrolering en/of toetsing van komponente volgens vooraf bepaalde standaarde en/of model en/of prentontwerpe.....	0,78		12*
24. Toetsing, voor montering in finale eenhede, van platewisselaars en/of draaitafels en/of handplatespelers volgens voorgeskrewe instruksies, met inbegrip van die toetsing van radiogramonderstelle vir lig en speel	0,78		12*
25. Montering en/of aansluiting van seksies en/of subsamestelle in kabinette.....	0,78		12*
26. Montering en vashegting van lugdrade, skakelaars en afwerking in die algemeen aan kabinette en/of onderstelle.....	0,78		12*
27. Boor volgens stuiter en/of setmate en/of setklemme.....	0,78		12*
28. Die invoeging van komponente in voorbereide gedruktebaanborde volgens voorgeskrewe instruksies en/of monster, met inbegrip van die afwerking van leidings (uitgesonderd soldeerwerk).....	0,78		12*
29. Bediening van automatiese draadsnymasjiene, uitgesonderd die stel daarvan.....	0,78		12*
30. Die sny en stroop van drade volgens voorgeskrewe lengtes en/of volgens stuiter.....	0,78		12*
31. Vertinning deur indompeling.....	0,78		12*
32. Algemene arbeid, met inbegrip van skoonmaak en verpakking.....	0,70		11*

PART II
TABLE OF OCCUPATIONS AND WAGE RATES

Job description	Basic wage per hour	Additional amount per hour	
		R	c
1. Electrician's work.....	2,50		18
2. Radiotrician's work.....	2,50		18
3. Preparation and assembly of equipment for production lines and general maintenance of buildings and equipment aspects of electrician's or radiotrician's work.....	2,50		18
4. Leading a single section or line where there are 20 or more operators (when so appointed):			
First month of experience.....	1,34		13
Second month of experience.....	1,39		13
Thereafter.....	1,45		13
5. Location of electrical faults by predetermined symptom analyses, including repair of such faults by soldering or replacement of faulty components:			
First month of experience.....	1,34		13
Second month of experience.....	1,39		13
Thereafter.....	1,45		13
6. Leading small subsections and limited personnel up to 20 operators (when so appointed):			
First month of experience.....	0,96		13*
Second month of experience.....	0,99		13*
Thereafter.....	1,01		13*
7. Engaging on coil winding operations, including alignment and preparation of coil winding machines:			
First month of experience.....	0,96		13*
Second month of experience.....	0,99		13*
Thereafter.....	1,01		13*
8. Engaging on light pressing operations, including attachment of self-locating dies:			
First month of experience.....	0,96		13*
Second month of experience.....	0,99		13*
Thereafter.....	1,01		13*
9. Final testing on production line within predetermined limits and/or testing of finished products for sound and appearance:			
First three months of experience.....	0,96		13*
Thereafter.....	1,01		13*
10. Electrical alignment of individual components within predetermined limits, including immediate rectification of obvious faults:			
First three months of experience.....	0,92		13*
Thereafter.....	0,94		13*
11. Electrical testing, including the use of jigs, of special sections of circuits to predetermined limits, but excluding repair work:			
First three months of experience.....	0,92		13*
Thereafter.....	0,94		13*
12. Light pressing operations, but not including attachment of dies.....	0,86		12*
13. Glueing loudspeaker to frame prior to baking and operating baking jig.....	0,86		12*
14. Physical examination of soldered joints and components, including touching up of joints and salvage or replacement of damaged components.....	0,86		12*
15. Assembling and/or fixing and/or wiring-in of components and/or wiring (using prepared wires) to set instructions and/or figures and/or model and/or sample, including soldering by hand:			
First three months of experience.....	0,78		12*
Thereafter.....	0,84		12*
16. Relief line assembly operating.....	0,84		12*
17. Coil winding (including transformers) by hand.....	0,80		12*
18. Coil winding (including transformers) on semi-automatic machines.....	0,78		12*
19. Maintaining depth of flux and solder baths and watching belt feed to and from machine.....	0,78		12*
20. Silk screening, excluding art work.....	0,78		12*
21. Washing and/or cleaning and/or coating and/or exposing and/or developing and/or etching of printed circuit boards and/or blanks.....	0,78		12*
22. Riveting by hand or by machine.....	0,78		12*
23. Checking and/or testing of components to predetermined standards and/or model and/or pictorial designs	0,78		12*
24. Testing before assembly into final units, of record changers and/or turntables and/or manual players to set instructions, and including the testing of radiogram chassis for light and play.....	0,78		12*
25. Mounting and/or connecting of sections and/or subassemblies into cabinets.....	0,78		12*
26. Assembling and fixing aerials, switches and trims generally to cabinets and/or chassis.....	0,78		12*
27. Drilling to stops and/or jigs and/or fixtures.....	0,78		12*
28. Inserting components into prepared printed circuit boards to set instructions and/or sample, including trimming of leads (excluding soldering).....	0,78		12*
29. Operating automatic wire cutting machine, excluding setting thereof.....	0,78		12*
30. Cutting and stripping wire to prescribed lengths and/or to stops.....	0,78		12*
31. Tinning by dipping.....	0,78		12*
32. General labouring, including cleaning and packing.....	0,70		11*

* Die addisionele bedrag per uur vir werknelers wie se gelyste lone onder Werkbeskrywing 6-32 val sluit volle of gedeeltelike voorsiening in vir 'n bydrae wat die werknelers

* The additional amount per hour for employees whose scheduled rate is as per Job Descriptions 6-32 includes provision wholly or partially for a contribution which the affected employees

wat daardeur geraak word by wyse van 'n aftrekking van 5 persent van hul pensioengewende besoldiging op die volgende grondslag aan die Groepsensioenfonds vir die Metaalnywerheid sal moet betaal:

(A)	(B)	(C)
Waar die addisionele bedrag per uur die volgende is	Gewaarborgde minimum verhoging aan werkemmer	As bydrae tot Groepsensioenfonds
sent per uur	sent per uur	sent per uur
13	8	5
12	8	4
11	7½	3½

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

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

Die werkewer kan die bydrae ingevolge die Groepsensioenfondsooreenkoms vir die Metaalnywerheid van die werkemmer se pensioengewende besoldiging aftrek.

Vir die toepassing van hierdie Ooreenkoms is die lone wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werkemmers wat aansporingsbonuswerk ooreenkomsdig klosule 10 van Deel I van hierdie Ooreenkoms verrig.

Namens die partye op hede die 21ste dag van Julie 1978 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 1913

22 September 1978

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUIDAFRIKA

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepaling van die Ooreenkoms en kennisgewing in verband met die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, gepubliseer by Goewermentskennisgewing R. 1912 van 22 September 1978, oor die algemeen vir werkemmers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereel word, nie minder gunstig is nie as die desbetreffende bepaling van genoemde Wet.

S. P. BOTHA, Minister van Arbeid.

INHOUD

No.	Bladsy No.	Staatskoerant No.
Arbeid, Departement van Goewermentskennisgewings		
R. 1912 Wet op Nywerheidsversoening (28/1956): Yster, staal, ens.: Ooreenkoms vir die Radiovervaardigingseksie.....	1	6165
R. 1913 Wet op Fabrieke, Masjinerie en Bouwerk (22/1941): Yster, staal, ens.: Ooreenkoms vir die Radiovervaardigingseksie.....	8	6165

will be required to pay to the Metal Industries Group Pension Fund by way of a 5 per cent deduction from their pensionable emoluments on the following basis:

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

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

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

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

Signed at Johannesburg for and on behalf of the parties on this the 21st day of July 1978.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 1913

22 September 1978

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES, REPUBLIC OF SOUTH AFRICA

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Iron, Steel, Engineering and Metallurgical Industries, published under Government Notice R. 1912 of 22 September 1978, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Labour.

CONTENTS

No.	Page No.	Gazette No.
Labour, Department of Government Notices		
R. 1912 Industrial Conciliation Act (28/1956): Iron, steel, etc.: Agreement for the Radio Manufacturing Section.....	1	6165
R. 1913 Factories, Machinery and Building Work Act (22/1941): Iron, steel, etc.: Agreement for the Radio Manufacturing Section.....	8	6165