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JULIE

No. 9850

DEPARTMENT OF MANPOWER

No. R. 1576

19 July 1985

LABOUR RELATIONS ACT, 1956

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

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby, in terms of section 48 (4) (a) (ii) of the Labour Relations Act, 1956, declare the provisions of Government Notices R. 222 of 8 February 1985, to be effective with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1986.

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

DEPARTEMENT VAN MANNEKRAG

No. R. 1576

19 Julie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van Goewermentskennisgewing R. 222 van 8 Februarie 1985, van krag is met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 eindig.

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

No. R. 1577

19 July 1985

LABOUR RELATIONS ACT, 1956

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

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1986, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clauses 1 (1) (b) and 2, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period

No. R. 1577

19 Julie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (b) en 2, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986

ending 30 June 1986, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

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

SCHEDULE

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

MAIN AGREEMENT

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Eastern Province and Border Engineering and General Workers' Union
Electrical and Allied Trades Union of South Africa
Electrical and Allied Workers' Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

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

BYLAE

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

HOOFOOREENKOMS

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

Association of Electrical Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairs
S.A. Electro-Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Eastern Province and Border Engineering and General Workers' Union
Electrical and Allied Trades Union of South Africa
Electrical and Allied Workers Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Boilermakers', Iron and Steelworkers', Shipbuilders' and Welders' Society

**S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie
Steel, Engineering and Allied Workers' Union of South Africa**

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

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

to amend the Agreement published under Government Notice R. 222 of 8 February 1985 (hereinafter referred to as the Re-enacting Agreement).

PART I

1. SCOPE OF APPLICATION OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

(g) tungsten carbide (hard metal) manufacture;

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

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

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

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

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

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

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

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

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

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

(ab) bottle, jar and other container closures;

(ac) plain or lithographed metal toys;

(ad) plain or lithographed display tablets;

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

**S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie
Steel, Engineering and Allied Workers' Union of South Africa**

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

wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, om die Ooreenkoms gepubliseer by Goewermenskennisgewing R. 222 van 8 Februarie 1985 (hierin na verwys as die Herbekragtigingsooreenkoms) te wysig.

DEEL I

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ac) gewone of gelitografeerde metaalspeelgoed;

(ad) gewone of gelitografeerde vertoonplatte;

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

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

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

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

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

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

(4) Notwithstanding the limitation of the Agreement to the operations therein scheduled, the provisions of the section relating to leave pay, additional leave pay and leave bonus of Part I of the Agreement shall apply to all employees employed in operative processes receiving a rate of pay equivalent to that prescribed in this Agreement for Rate D employees or paid at a rate of not less than R702 per month, excluding payment for overtime.

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

2. SPECIAL PROVISIONS

Substitute the following for the existing section 3 of the Re-enacting Agreement:

"2. SPECIAL PROVISIONS

The provisions contained in sections 8 (3) (e), 8bis, 23 and 28 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, as re-enacted and amended by Government Notices R. 295 of 20 February 1981, R. 880 of 1 July 1981, R. 1201 of 25 June 1982, R. 45 of 14 January 1983, R. 1293 of 24 June 1983, R. 1376 of 1 July 1983, R. 2191 of 7 October 1983, R. 922 of 11 May 1984, R. 1329 of 29 June 1984, R. 2092 of 21 September 1984 (hereinafter referred to as the former agreement) and R. 222 of 8 February 1985, shall apply to employers and employees."

3. GENERAL PROVISIONS

Substitute the following for the existing section 4 of the Re-enacting Agreement:

"3. GENERAL PROVISIONS

The provisions contained in sections 3 to 5, 6 (as amended by section 4 hereunder), 7 to 8 (3) (d), 8 (3) (f) to 8 (4), 9 to 13, 14 (as amended by section 5 hereunder), 15, 16 (as amended by section 6 hereunder), 17 to 22, 24 to 27 and 29 to 35 of Part I of the Former Agreement and section 5 of the Re-enacting Agreement, and Part II of the Former Agreement (as amended by section 6 of the Re-enacting Agreement and as further amended by sections 7 and 8 hereunder) and section 7 of the Re-enacting Agreement, shall apply to employers and employees."

4. SECTION 6.—SHIFT WORK

In subsections (1) and (4) substitute—"6 per cent" and "12 per cent" for "5 per cent" and "10 per cent" wherever they occur.

5. SECTION 14.—LEAVE BONUS

(1) Substitute the following for the existing table in subsection (1)—

(i)	A to I wage categories	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
		R	R	R	R
	A and A1	427	488	610	671
	AA start	414	471	528	588
	AA after 6 months ..	414	471	528	588
	AA after 12 months .	414	471	528	588
	AB	414	471	528	588
	B.....	414	471	528	588
	C.....	414	471	528	588
	D	412	470	526	585

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

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

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

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

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

(4) Ondanks die beperkings van die Ooreenkoms tot die werksaamhede daarin gelys, is die bepalings van die klousules rakende verlofbesoldiging, addisionele verlofbesoldiging en verlofbonus van Deel I van die Ooreenkoms van toepassing op alle werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan dié wat in hierdie Ooreenkoms voorgeskryf word vir Loon D-werknemers of wat besoldig word teen minstens R702 per maand, uitgesonderd betaling vir oortydwerk.

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

2. SPESIALE BEPALINGS

Vervang die bestaande klousule 3 van die Herbekragtigingsooreenkoms deur die volgende:

"2. SPESIALE BEPALINGS

Die bepalings vervat in klousules 8 (3) (e), 8bis, 23 en 28 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, soos herbekragtig en gewysig by Goewermentskennisgewings R. 295 van 20 Februarie 1981, R. 880 van 1 Mei 1981, R. 1201 van 25 Junie 1982, R. 45 van 14 Januarie 1983, R. 1293 van 24 Junie 1983, R. 1376 van 1 Julie 1983, R. 2191 van 7 Oktober 1983, R. 922 van 11 Mei 1984, R. 1329 van 29 Junie 1984, R. 2092 van 21 September 1984 (hierin na verwys as die Vorige Ooreenkoms) en R. 222 van 8 Februarie 1985, is van toepassing op werkgewers en werknemers."

3. ALGEMENE BEPALINGS

Vervang die bestaande klousule 4 van die Herbekragtigingsooreenkoms deur die volgende:

"3. ALGEMENE BEPALINGS

Die bepalings vervat in klousules 3 to 5, 6 (soos gewysig by klousule 4 hieronder), 7 tot 8 (3) (d), 8 (3) (f) tot 8 (4), 9 tot 13, 14 (soos gewysig by klousule 5 hieronder), 15, 16 (soos gewysig by klousule 6 hieronder), 17 tot 22, 24 tot 27 en 29 tot 35 van Deel I van die Vorige Ooreenkoms en klousule 5 van die Herbekragtigingsooreenkoms, en Deel II van die vorige Ooreenkoms (soos gewysig by klousule 6 van die Herbekragtigingsooreenkoms en soos verder gewysig by klousules 7 en 8 hieronder) en klousule 7 van die Herbekragtigingsooreenkoms, is van toepassing op werkgewers en werknemers."

4. KLOUSULE 6.—SKOFWERK

In subklousules (1) en (4) vervang "5 persent" en "10 persent" deur "6 persent" en "12 persent" oral waar dit voorkom.

5. KLOUSULE 14.—VERLOFBONUS

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

(i)	Loon	Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of latere ver- lofsiklus
		R	R	R	R
	A en A1.....	427	488	610	671
	AA begin	414	471	528	588
	AA na 6 maande.....	414	471	528	588
	AA na 12 maande ...	414	471	528	588
	AB	414	471	528	588
	B.....	414	471	528	588
	C.....	414	471	528	588
	D	412	470	526	585

A to I wage categories	First leave cycle R	Second leave cycle R	Third leave cycle R	Fourth or more leave cycle R
DD	273	312	347	385
DDD	250	285	318	358
E	191	218	273	300
F	172	197	246	270
G	161	184	229	252
H and I	156	178	222	245

(ii) Schedule F wage cate- gories	First leave cycle R	Second leave cycle R	Third leave cycle R	Fourth or more leave cycle R
Z	427	488	610	671
Y	414	471	528	588
IX	383	434	485	537
VI	273	312	347	385
V	249	284	319	357
IV	249	284	317	357
III	197	225	283	309
II	183	210	236	288
I	171	196	220	269

(iii) Employees employed in operative processes receiv- ing a rate of pay equivalent to that prescribed in this Agreement for Rate D em- ployees or paid at a rate of not less than R702 per month excluding payment for overtime	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
Where the employee's wage rate does not exceed 520,5 c.p.h.	R 414	R 471	R 582	R 588
Where the employee's wage rate exceeds 521 c.p.h.	427	488	610	671"

(2) Substitute the following for the existing table in subsection (2) (a):

	R
"First leave cycle.....	190
Second leave cycle.....	230
Third leave cycle.....	335
Fourth leave cycle.....	427"

(3) Substitute the following for the existing table in subsection (2) (b) —

	"First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
Up to 1 000 kg.....	R 177	R 202	R 253	R 278
Over 1 000 kg and up to 3 000 kg	192	210	262	288

Loon	Eerste verlof- siklus R	Tweede verlof- siklus R	Derde verlof- siklus R	Vierde of latere ver- lofsiklus R
DD	273	312	347	385
DDD	250	285	318	358
E	191	218	273	300
F	172	197	246	270
G	161	184	229	252
H en I	156	178	222	245

(ii) Bylae F loon katego- rieë	Eerste verlof- siklus R	Tweede verlof- siklus R	Derde verlof- siklus R	Vierde of latere ver- lofsiklus R
Z	427	488	610	671
Y	414	471	528	588
IX	383	434	485	537
VI	273	312	347	385
V	249	284	319	357
IV	249	284	317	357
III	197	225	283	309
II	183	210	236	288
I	171	196	220	269

(iii) Werknemers wat operatiewe prosesse verrig en 'n loon ontvang wat gelyk is aan dié wat in hier- die Ooreenkoms voorgeskryf word vir Loon D-werk- nemers of wat be- soldig word teen minstens R702 per maand, uitge- sonderd betaling vir oortydwerk	Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of latere verlof- siklus
Waar die werknemer se loonskaal 520,5 sent per uur nie oorskry nie	R 414	R 471	R 528	R 588
Waar die werknemer se loonskaal 521 sent per uur oorskry	427	488	610	671"

(2) In subklousule (2) (a), vervang die bestaande tabel deur die volgende:

	R
"Eerste verlofsiklus	190
Tweede verlofsiklus	230
Derde verlofsiklus	335
Vierde verlofsiklus	427"

(3) In subklousule (2) (b) vervang die bestaande tabel deur die volgende—

	"Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of latere ver- lofsiklus
Tot en met 1 000 kg	R 177	R 202	R 253	R 278
Meer as 1 000 kg en tot en met 3 000 kg	192	210	262	288

	First leave cycle	Second leave cycle	Third leave cycle	Fourth or more leave cycle
Over 3 000 kg and up to 4 500 kg	R 222	R 254	R 317	R 349
Over 4 500 kg and up to 6 500 kg	318	318	343	377
Over 6 500 kg	318	318	349	384"

6. SECTION 16.—ALLOWANCES

In subsection A (4) substitute—

- (a) the figure "R12,80" for the figure "R11,85";
- (b) the figure "R12,50" for the figure "R11,55";
- (c) the figure "R5,80" for the figure "R5,05".

PART II**7. SECTION 1.—WAGES AND/OR EARNINGS**

Substitute the following for subsection (1):

"(1) (a) Any employee who at the date of coming into operation of this Agreement was in receipt of a higher rate than that prescribed in the Agreement for the class of work upon which he is employed shall continue to receive not less than such higher rate while he is employed by the same employer on the same work or any other work for which a lower rate is prescribed.

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

Class of work	Amount per hour
	c
Rate A and A1	24
Rate AA:	
Employees in their first six months on continuous service on the above date	21
Employees in their second six months of continuous service on the above date	21
Employees with more than 12 months' continuous service on the above date	22
Rate AB	21
Rate B	21
Rate C	20
Rate D	19
Rate DD	18
Rate DDD	17
Rate E	17
Rate F	16
Rate G	15
Rates H and I	14

Amount
per hour
c

Vehicle driving:**Internal transport (i.e. not driven on public roads):**

- (a) Vehicles which would, if driven on public roads, require a light motor vehicle driving licence: Gross mass of vehicle up to 3 500 kg
- (b) Vehicles which would, if driven on public roads, require a heavy vehicle driving licence: Gross mass of vehicle over 3 500 kg and up to 13 600 kg
- (c) Vehicles which would, if driven on public roads, require an extra heavy motor vehicle driving licence: Gross mass of vehicle over 13 600 kg

External transport:

Driving of any other vehicle authorised to carry a pay-load:

- Up to and including 1 000 kg
- Over 1 000 kg and up to 3 000 kg
- Over 3 000 kg and up to 4 500 kg
- Over 4 500 kg and up to 6 500 kg
- Over 6 500 kg

	Eerste verlof- siklus	Tweede verlof- siklus	Derde verlof- siklus	Vierde of latere ver- lofsiklus
Meer as 3 000 kg en tot en met 4 500 kg	R 222	R 254	R 317	R 349
Meer as 4 500 kg en tot en met 6 500 kg	318	318	343	377
Meer as 6 500 kg	318	318	349	384"

6. KLOUSULE 16.—TOELAES

In subklousule A (4) vervang—

- (a) die syfer "R11,85" deur die syfer "R12,80";
- (b) die syfer "R11,55" deur die syfer "R12,50";
- (c) die syfer "R5,05" deur die syfer "R5,80".

DEEL II**7. KLOUSULE 1.—LONE EN/OF VERDIENSTE**

Vervang die bestaande subklousule (1) deur die volgende:

"(1) (a) 'n Werknemer wat op die datum van inwerkingtreding van hierdie Ooreenkoms 'n hoër loon ontvang het as dié wat in die Ooreenkoms voorgeskryf word vir die klas werk waarvoor hy in diens geneem is, moet nog minstens as sodanige hoër loon ontvang terwyl hy by dieselfde werk-gewer in diens is en terwyl hy dieselfde werk of ander werk waarvoor 'n laer loon voorgeskryf word, verrig.

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

Klas werk	Bedrag per uur
	c
Loon A en A1	24
Loon AA:	
Werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum	21
Werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum	21
Werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum	22
Loon AB	21
Loon B	21
Loon C	20
Loon D	19
Loon DD	18
Loon DDD	17
Loon E	17
Loon F	16
Loon G	15
Lone H en I	14

Bedrag per
uur
c

Voertuie dryf:

Binnervoer (d.w.s. wat nie op openbare paaie gedryf word nie):

- (a) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ligte motorvoertuig sal vereis: Bruto massa van voertuig tot en met 3 500 kg
- (b) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 3 500 kg en tot en met 13 600 kg
- (c) Voertuie wat, indien hulle op openbare paaie gedryf word, 'n rybewys vir 'n ekstra swaar motorvoertuig sal vereis: Bruto massa van voertuig oor 13 600 kg

Buiteervoer:

Enige ander voertuig dryf wat gelisensieer is om 'n loonvrag tot en met die volgende perke te vervoer:

- Tot 1 000 kg
- Meer as 1 000 kg tot en met 3 000 kg
- Meer as 3 000 kg tot en met 4 500 kg
- Meer as 4 500 kg tot en met 6 500 kg
- Meer as 6 500 kg

SCHEDULE F

	Amount per hour
	c
Group Z	24
Group Y	21
Group IX	19
Group VI	18
Group V	18
Group IV	18
Group III	17
Group II	17
Group I	16

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 or increases granted to such employee on or subsequent to 1 July 1985;

(ii) any employee who was engaged after 1 July 1985 at a rate of pay not less than the rate of pay prescribed for his class of work as at the date of coming into operation of this Agreement shall not be entitled to be paid the additional amount specified in this subsection for his class of work;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1985 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement;

(iv) for the 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 former agreement."

(2) SCHEDULE G

In Schedule G substitute the following:

(a) In job 155—the figures "317" and "339" for the figures "292" and "313" respectively.

(b) In job 165—the figures "210", "224" and "256" for the figures "191", "204" and "234" respectively.

(c) In job 166—the figures "216", "224", "271", "293" and "298" for the figures "196", "204", "248", "269" and "274" respectively.

(d) In job 191 (a)—the figures "378" and "383" for the figures "348" and "353" respectively.

(e) In job 191 (b)—the figures "320" and "360" for the figures "294" and "332" respectively.

(3) SCHEDULE D

(a) In Division D/4 substitute the figures "205", "261", "312" and "331" for the figures "189", "240", "287" and "305" respectively, in Job 1.

(b) In Division D/12 substitute the figure "305" for the figure "281" where it appears under the heading 'Probationary periods and rates of pay therefor'.

(c) In Division D/19—

(i) in job 32 substitute the figures "439" and "466" for the figures "405" and "430" respectively;

(ii) in jobs 34 and 35 substitute the figure "194" for the figure "176".

(d) In Division D/22—

(i) in jobs 71 and 101 to 105 inclusive, substitute the figure "328" for the figure "302";

(ii) in jobs 106 to 108 inclusive, substitute the figure "250" for the figure "228";

(iii) in jobs 109 to 121 inclusive, substitute the figure "198" for the figure "180";

(iv) in jobs 122 to 133 inclusive, substitute the figure "191" for the figure "174".

(e) In Division D/23 substitute the figures "205" and "188" for the figures "187" and "171" respectively under the heading 'Probationary periods and rates of pay therefor'.

(f) In Division D/24 substitute the figure "334" for the figure "308" in job 5.

(g) In Division E/2 substitute the figures "384", "402", "415", "425" and "439" for the figures "353", "370", "382", "391" and "404" respectively in job 21.

(h) In Schedule F—

(i) in Group Z, substitute the figure "5,21" for the figure "4,81";

(ii) in Group Y, substitute the figure "3,80" for the figure "3,50";

(iii) in group IX, substitute the figure "3,43" for the figure "3,16";

(iv) in Group VI, substitute the figure "2,90" for the figure "2,66";

BYLAE F

	Bedrag per uur
	c
Groep Z	24
Groep Y	21
Groep IX	19
Groep VI	18
Groep V	18
Groep IV	18
Groep III	17
Groep II	17
Groep I	16

Met dien verstande dat—

(i) die addisionele bedrag ingevolge hierdie subklousule betaalbaar aan 'n werknemer vir sy klas werk, verminder kan word met die bedrag van 'n verhoging wat op of na 1 Julie 1985 aan sodanige werknemer toegestaan is;

(ii) 'n werknemer wat na 1 Julie 1985 in diens geneem is teen 'n tarief van besoldiging van minstens die tarief vir besoldiging wat vir sy klas werk voorgeskryf is op die datum van inwerkingtreding van hierdie Ooreenkoms nie geregtig is op die ontvangs van die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer is nie;

(iii) geen werkgewer die tarief van besoldiging van 'n werknemer aan wie 'n verhoging op of na 1 Julie 1985 toegestaan is wat hoër is as die addisionele bedrag in hierdie subklousule vir sy klas werk gespesifiseer, mag verminder nie, en aan geen werknemer lone teen 'n tarief laer as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, betaal mag word nie;

(iv) vir die uitvoering 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 die vorige ooreenkoms verrig."

(2) BYLAE G

Vervang die volgende in Bylae G:

(a) In item 155—die syfers "292" en "313" deur onderskeidelik die syfers "317" en "339".

(b) In item 165—die syfers "191", "204" en "234" deur onderskeidelik die syfers "210", "224" en "256".

(c) In item 166—die syfers "196", "204", "248", "269" en "274" deur onderskeidelik die syfers "216", "224", "271", "293" en "298".

(d) In item 191 (a)—die syfers "348" en "353" deur onderskeidelik die syfers "378" en "383".

(e) In item 191 (b)—die syfers "294" en "332" deur onderskeidelik die syfers "320" en "360".

(3) BYLAE D

(a) In Afdeling D/4 vervang die syfers "189", "240", "287" en "305" deur onderskeidelik die syfers "205", "261", "312" en "331" in item 1.

(b) In Afdeling D/12 onder die opskrif 'Proeftydperk en lone daarvoor', vervang die syfer "281" deur die syfer "305" waar dit voorkom.

(c) In Afdeling D/19—

(i) in item 32 vervang die syfers "405" en "430" deur onderskeidelik die syfers "439" en "466";

(ii) in items 34 en 35 vervang die syfer "176" deur die syfer "194".

(d) In Afdeling D/22—

(i) in items 107 en 101 tot en met 105, vervang die syfer "302" deur die syfer "328";

(ii) in items 106 tot en met 108, vervang die syfer "228" deur die syfer "250";

(iii) in items 109 tot en met 121, vervang die syfer "180" deur die syfer "198";

(iv) in items 122 tot en met 133, vervang die syfer "174" deur die syfer "191".

(e) In Afdeling D/23 onder die opskrif 'Proeftydperk en lone daarvoor', vervang die syfers "187" en "171" deur die syfers "205" en "188".

(f) In Afdeling D/24 vervang die syfer "308" deur die syfer "334" in item 5.

(g) In Afdeling E/2 vervang die syfers "353", "370", "382", "391" en "404" deur onderskeidelik die syfers "384", "402", "415", "425" en "439" in item 21.

(h) In Bylae F—

(i) in Groep Z, vervang die syfer "4,81" deur die syfer "5,21";

(ii) in Groep Y, vervang die syfer "3,50" deur die syfer "3,80";

(iii) in Groep IX, vervang die syfer "3,16" deur die syfer "3,43";

(iv) in Groep VI, vervang die syfer "2,66" deur die syfer "2,90";

- (v) in group V, substitute the figure "2,73" for the figure "2,50";
 (vi) in Group IV, substitute the figure "2,56" for the figure "2,34";
 (vii) in Group III, substitute the figure "2,40" for the figure "2,19";
 (viii) in Group II, substitute the figure "2,24" for the figure "2,04";
 (ix) in Group I, substitute the figure "2,09" for the figure "1,90".

8. SECTION 2.—TABLE OF WAGE RATES

Substitute the following for the existing table:

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

	Rate per hour
	R
Rates A and A1.....	5,21
Rate AA—start.....	4,13
After six months continuous employment with the same employer, inclusive of continuous employment on the date of coming into operation of this agreement.....	4,25
After 12 months continuous employment with the same employer, inclusive of continuous employment on the date of coming into operation of this Agreement.....	4,39
Rate AB.....	3,90
Rate B.....	3,80
Rate C.....	3,70
Rate D.....	3,60
Rate DD.....	2,88
Rate DDD.....	2,48
Rate E.....	2,33
Rate F.....	2,10
Rate G.....	1,96
Rate H.....	1,90
Rate I.....	1,90".

Signed at Johannesburg for and on behalf of the parties this 1st day of July 1985.

H. FERREIRA,

Chairman.

C. J. M. PRINSLOO,

Vice-Chairman.

A. O. DE JAGER,

General Secretary.

No. R. 1578

19 July 1985

LABOUR RELATIONS ACT, 1956

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

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from 1 August 1985 and for the period ending 31 March 1989, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement, excluding those contained in clause 1 (1) (b), shall be binding, with effect from 1 August 1985 and for the period ending 31 March 1989, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the Amending Agreement.

P. T. C. DU PLESSIS,

Minister of Manpower.

- (v) in Groep V, vervang die syfer "2,50" deur die syfer "2,73";
 (vi) in Groep IV, vervang die syfer "2,34" deur die syfer "2,56";
 (vii) in Groep III, vervang die syfer "2,19" deur die syfer "2,40";
 (viii) in Groep II, vervang die syfer "2,04" deur die syfer "2,24";
 (ix) in Groep I, vervang die syfer "1,90" deur die syfer "2,09".

8. KLOUSULE 2.—LOONTABEL

Vervang die bestaande tabel deur die volgende:

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

	Loon per uur
	R
Loon A en A1.....	5,21
Loon AA—begin.....	4,13
Na ses maande ononderbroke diens by dieselfde werkgever, met inbegrip van ononderbroke diens op die datum van inwerkingtreding van hierdie Ooreenkoms.....	4,25
Na 12 maande ononderbroke diens by dieselfde werkgever, met inbegrip van ononderbroke diens op die datum van inwerkingtreding van hierdie Ooreenkoms.....	4,39
Loon AB.....	3,90
Loon B.....	3,80
Loon C.....	3,70
Loon D.....	3,60
Loon DD.....	2,88
Loon DDD.....	2,48
Loon E.....	2,33
Loon F.....	2,10
Loon G.....	1,96
Loon H.....	1,90
Loon I.....	1,90".

Namens die partye op hede die 1ste dag van 1 Julie 1985 te Johannesburg onderteken.

H. FERREIRA,

Voorsitter.

C. J. M. PRINSLOO,

Onder-voorsitter.

A. O. DE JAGER,

Hoofsekretaris.

No. R. 1578

19 Julie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

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

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van 1 Augustus 1985 en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (b), met ingang van 1 Augustus 1985 en vir die tydperk wat op 31 Maart 1989 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebied in klousule 1 van die Wysigingsooreenkoms gespesifiseer.

P. T. C. DU PLESSIS,

Minister van Mannekrag.

SCHEDULE

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

REGISTRATION AND ADMINISTRATION EXPENSES

AGREEMENT

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Electrical and Allied Workers' Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Mineworkers' Union
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal-, en Verwante Nywerhede-Unie

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

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

to amend the Agreement published under Government Notice R. 1552 of 27 July 1984, as amended by Government Notice R. 230 of 8 February 1985.

BYLAWE

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

REGISTRASIE EN ADMINISTRASIEFONDSOOREENKOMS

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

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Border Engineering Industries Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Covered Conductor Manufacturers' Association
Domestic Appliance Manufacturers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries Association of South Africa
Forging Association of Southern Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling Association
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturer's Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Pressure Vessel Manufacturers' Association of South Africa
Radio, Appliance and Television Association of South Africa
Refrigeration and Air Conditioning Manufacturers' and Suppliers' Association
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Foundry Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Pump Manufacturers' Association
S.A. Radio and Television Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Tube Makers' Association
S.A. Valve Manufacturers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Electrical and Allied Workers' Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Mine workers' Union
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal, en Verwante Nywerhede-Unie

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

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

Om die Ooreenkoms gepubliseer by Goewermentskennissgewing R. 1552 van 27 Julie 1984, soos gewysig by Goewermentskennissgewing R. 230 van 8 Februarie 1985, te wysig.

PART I GENERAL

1. SCOPE OF APPLICATION OF AGREEMENT

- (1) The terms of this Agreement shall be observed—
- throughout the Republic of South Africa; and
 - by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and the trade unions respectively.
- (2) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall not apply to—
- 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 District of Johannesburg, Boksburg, Vereeniging and Pietermaritzburg;
 - the installation, maintenance and repair of electrical equipment referred to in paragraph (b) of the definition "Electrical Engineering Industry" in section 3 of Part I of the Agreement published under Government Notice R. 1329 of 27 June 1980, in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;
 - assembling, servicing, installation, maintenance and/or repair of appliances, equipment, machines, devices and apparatus, whether utilising manual, photographic, mechanical, electrical, electrostatic or electronic 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;
 - the Venetian Blind and Allied Products Manufacturing Industry in the Province of the Transvaal;
 - the installation and/or repair of burglar and/or other similar alarm systems in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;
 - the Locksmithing Trade in the Magisterial Districts of Benoni, Boksburg, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort, Springs and The Cape;
 - the production, for sale, of welding electrodes by means of plant and/or equipment and/or methods specifically adapted and/or designed for production by repetitive processes, in the Magisterial Districts of Brits, Germiston, Kempton Park and Pretoria;
 - the installation and/or repair and/or servicing of radios and/or refrigerators and/or domestic electrical appliances in the Provinces of the Cape of Good Hope, the Orange Free State and Natal;
 - (i) manufacture by mass production methods from sheetmetal of a gauge not heavier than 2 108 mm of—
 - commercial, plain or lithographed containers for packaging of general merchandise, but excluding the manufacture of such containers by any person for the packaging of his own products;
 - bottle, jar and other container closures;
 - plain or lithographed metal toys;
 - plain or lithographed display tablets;
 - manufacture of plain or lithographed rigid and/or collapsible tubes from non-ferrous metal slugs. For the purposes of this subparagraph, "rigid tube" shall mean a container.
- For the purposes of subparagraphs (i) and (ii) a "container" shall mean a plain or lithographed article designed for the packaging, for transport or sale, of products and capable of being closed by means of a lid or cap or any other type of closure;
- the manufacture from tinplate not exceeding 0,416 mm of trunks and other containers designed to hold personal effects, sporting kits, tools and documents, and other lines manufactured principally from such tinplate.
- (3) Notwithstanding the provisions of subsection (1), the terms of this Agreement shall apply to—
- apprentices only in so far as they are not inconsistent with the provisions of the Manpower Training Act, 1981, or any contract entered into or any conditions fixed thereunder; and
 - trainees under training in terms of section 30 of the Manpower Training Act 1981, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

PART II

2. SECTION 1—CONTRIBUTIONS

Substitute the following for section 1:

"1. CONTRIBUTIONS

The provisions of this section shall apply in respect of all employees (as defined in section 3 of this Agreement), except—

- apprentices;

DEEL I ALGEMEEN

1. TOEPASSINGSBESTEK VAN OOREENKOMS

- (1) Hierdie Ooreenkoms moet nagekom word—
- oral in die Republiek van Suid-Afrika; en
 - deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat lede is van onderskeidelik die werkgewersorganisasies en die vakverenigings.
- (2) Ondanks subklousule (1), is hierdie Ooreenkoms nie van toepassing nie op—
- die vervaardiging vir verkoop van standaard snelsnygereedskap gemaak van sneldraastaal deur middel van installasies en/of uitrusting en/of metodes wat spesiaal aangepas en/of ontwerp is vir produksie deur herhalingsprosesse in die landdrosdistrikte Johannesburg, Boksburg, Vereeniging en Pietermaritzburg;
 - die installering, onderhoud en herstel van elektriese uitrusting soos bedoel in paragraaf (b) van die woordomskrif van "Elektrotegniese Ingenieursnywerheid" in klousule 3 van Deel I van die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980, in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;
 - die monteer, versiening, installering, onderhoud en/of herstel van toestelle, uitrusting, masjiene, toestelle en apparaat, of dit van hand-, fotografiese, meganiese, elektriese, elektrostasiese of elektroniese beginsels of 'n kombinasie van sodanige beginsels gebruik maak, wat in die eerste plek bedoel is vir die gebruik in rekeningkunde- en/of sake- en/of berekenings- en/of kantoor- en/of opvoedkundige prosedures;
 - die Vervaardigingsnywerheid vir Hortjiesblindes en Verwante Produkte in die provinsie Transvaal;
 - die installering en/of herstel van dief- en/of ander soortgelyke alarmstelsels in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;
 - die Slotmakerybedryf in die landdrosdistrikte Benoni, Boksburg, Die Kaap, Durban, Germiston, Johannesburg, Krugersdorp, Lower Umfolozi, Pinetown, Port Elizabeth, Pretoria, Randburg, Roodepoort en Springs;
 - die produksie, vir verkoop, van sweiselektrodes deur middel van masjinerie en/of uitrusting en/of metodes wat spesifiek aangepas en/of ontwerp is vir produksie deur middel van herhalingsprosesse, in die landdrosdistrikte Brits, Germiston, Kempton Park en Pretoria;
 - die installering en/of herstel en/of versiening van radio's en/of koelkaste en/of huishoudelike elektriese toestelle in die provinsies die Kaap die Goeie Hoop, die Oranje-Vrystaat en Natal;
 - (i) die vervaardiging deur middel van massaproduksiemetodes uit plaatmetaal met 'n dikte nie swaarder as 2 108 mm nie van—
 - kommersiële, gewone of gelitografeerde houers vir die verpakking van algemene handelsware, maar nie die vervaardiging van sodanige houers deur iemand vir die verpakking van sy eie produkte nie;
 - deksels vir bottels, flesses en ander houers;
 - gewone of gelitografeerde metaalspeelgoed;
 - gewone of gelitografeerde vertoonplatte;
 - die vervaardiging van gewone of gelitografeerde vaste en/of voubare buise uit nie-ysterhoudende metaalklompes. Vir die toepassing van hierdie subparagraaf beteken "vaste buis" 'n houer.
- Vir die toepassing van subparagrafe (i) en (ii) beteken 'n "houer" 'n gewone of gelitografeerde artikel wat ontwerp is vir die verpakking van produkte wat vervoer of verkoop moet word en wat met 'n deksel of doppe of ander soort prop toegemaak kan word;
- die vervaardiging uit tinplaat van hoogstens 0,416 mm van koffers en ander houers wat ontwerp is om persoonlike besittings, sportuitrusting, gereedskap en dokumente te bevat, en van ander ware wat hoofsaaklik uit sodanige tinplaat vervaardig is.
- (3) Ondanks subklousule (1) is hierdie Ooreenkoms van toepassing op—
- vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Mannekragopleiding, 1981, of met 'n kontrak daarkragtens aangaan of voorwaardes daarkragtens vasgestel; en
 - kwelinge wat opgelei word kragtens artikel 30 van die Wet op Mannekragopleiding, 1981, slegs vir sover dit nie onbestaanbaar is nie met daardie Wet of met voorwaardes daarkragtens vasgestel.

DEEL II

2. KLOUSULE 1.—BYDRAES

Vervang klousule 1 deur die volgende:

"1. BYDRAES

Hierdie klousule is van toepassing ten opsigte van alle werknemers (soos omskryf in klousule 3 van hierdie Ooreenkoms), behalwe—

- vakleerlinge;

(b) minors during their pre-apprenticeship period or during their subsequent apprenticeship period.

(1) Contributions shall be made by employers in the manner prescribed hereunder.

(2) (a) From the earnings of every employee to whom this Agreement applies the employer shall, each week, including weeks on which the employee is absent on paid leave, deduct the following:

(i) 5c per week from employees whose hourly rate does not exceed the hourly rate prescribed for a Rate DDD employee in the Main Agreement from time to time;

(ii) 10c per week from employees whose hourly rate exceeds the hourly rate prescribed for a Rate DDD employee in the Main Agreement from time to time.

(b) To the amounts deducted in terms of subsection (2) (a) (i) and (ii) hereof the employer shall add an equal amount and forward the total sum to the Council each month.

(3) In any establishment in which the total amount payable to the Council in terms of subsection (2) (a) and (b) hereof amounts to less than R10 per month, the employer shall make up the amount to R10 and forward that amount to the Council each month.

(4) The amount payable each month in terms of subsection (2) hereof, and subject to the minimum amount payable as specified in subsection (3) hereof, shall be forwarded to the Regional Council concerned by not later than the 15th day of the month immediately following, together with a statement in such form as may from time to time be prescribed by the Council.

(5) Regardless of whether any amount is payable to the Council in terms of this section, every employer shall, not later than the 15th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein, the statement referred to in subsection (4) hereof.

(6) (a) If any amount which falls due in terms of this section is not received in full by the Council by the 15th day of the month following the month for which the amount is payable, then the employer shall be liable to pay interest in accordance with the following provisions:

(i) The interest payable shall accrue on the balance of the amount outstanding from time to time from that 15th day until the full amount is received by the Council.

(ii) The interest shall accrue at the same effective rate as the applicable maximum annual finance charge rate permitted during the same period for credit transactions in terms of section 2 (2) of the Act as if the employer's debt for the amount outstanding were a 'credit transaction' for the purposes of the Act.

(iii) The Council shall in its absolute discretion be entitled to waive payment by the employer of any interest which accrues in terms of this subsection.

(iv) In addition to the provisions of section 2 (2) of the Act, all the other provisions of the Act which are relevant for the purposes of calculating any interest payable by the employer in terms of this subsection shall apply *mutatis mutandis* for these purposes.

(b) For the purposes of this subsection, 'the Act' means the Limitation and Disclosure of Finance Charges Act, 1968, as amended."

Signed at Johannesburg, for and on behalf of the parties, this 26th day of June 1985.

H. FERREIRA,
Chairman.

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

A. O. DE JAGER,
General Secretary.

(b) minderjariges gedurende hul tydperk van diens sonder 'n leerkontrak of gedurende hul tydperk van diens onder 'n leerkontrak.

(1) Bydraes moet deur werkgevers betaal word op die wyse soos hieronder bepaal.

(2) (a) Van die verdienste van elke werknemer op wie hierdie Ooreenkoms van toepassing is, moet die werkgever elke week, met inbegrip van weke wat 'n werknemer afwesig is met verlof met betaling, die volgende aftrek:

(i) 5c per week van werknemers wie se uurloon nie meer is nie as die voorgeskrewe uurloon van 'n Loon DDD-werknemer soos van tyd tot tyd in die Hoofdooreenkoms voorgeskryf;

(ii) 10c per week van werknemers wie se uurloon meer is as die voorgeskrewe uurloon van 'n Loon DDD-werknemer soos van tyd tot tyd in die Hoofdooreenkoms voorgeskryf.

(b) By die bedrag aldus afgetrek ingevolge subklousule (2) (a) (i) en (ii) hiervan moet die werkgever 'n bedrag voeg wat daaraan gelyk is en die totale bedrag elke maand aan die Raad stuur.

(3) In 'n bedryfsinrigting waarin die totale bedrag wat ingevolge subklousule (2) (a) en (b) hiervan aan die Raad betaalbaar is, minder is as R10 per maand, moet die werkgever die bedrag aanvul totdat dit R10 per maand beloop en daardie bedrag dan elke maand aan die Raad stuur.

(4) Die bedrag wat maandeliks ingevolge subklousule (2) hiervan betaalbaar is en behoudens die minimum bedrag betaalbaar soos in subklousule (3) hiervan bepaal, moet voor of op die 15de dag van die daaropvolgende maand aan die betrokke Streekraad gestuur word, tesame met 'n staat in die vorm wat van tyd tot tyd deur die Raad voorgeskryf word.

(5) Afsien daarvan of 'n bedrag ingevolge hierdie klousule aan die Raad betaalbaar is of nie, moet elke werkgever voor of op die 15de dag van elke maand die staat wat in subklousule (4) hiervan bedoel word, ten opsigte van die vorige maand aan die Raad stuur op die wyse daarin aangedui.

(6) (a) Indien 'n bedrag wat ingevolge hierdie klousule betaalbaar word nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is ten volle deur die Raad ontvang word nie, moet die werkgever rente ooreenkomstig die volgende bepalinge betaal:

(i) Die rente betaalbaar sal oploep op die balans van die bedrag wat van tyd tot tyd uitstaande bly vanaf die 15de dag totdat die totale bedrag deur die Raad ontvang word.

(ii) Die rente sal oploep teen dieselfde effektiewe rentekoers as die toepasslike jaarlikse finansieringsrentekoers toelaatbaar gedurende dieselfde tydperk vir krediettransaksies ingevolge artikel 2 (2) van die Wet asof die werkgever se skuld las vir die uitstaande bedrag vir die toepassing van die Wet as 'n 'krediettransaksie' beskou word.

(iii) Die Raad kan na goeddunke betaling deur die werkgever van rente wat ingevolge hierdie subklousule oploep, kwytsteld.

(iv) Benewens artikel 2 (2) van die Wet is alle ander relevante bepalinge van die Wet *mutatis mutandis* van toepassing vir die doel om die rente te bereken wat deur die werkgever ingevolge hierdie subklousule betaalbaar is.

(b) Vir die toepassing van hierdie subklousule beteken 'die Wet' die Wet op Bepanking en Bekendmaking van Finansieringskoste, 1968, soos gewysig."

Namens die partye op hede die 26ste dag van Junie 1985 te Johannesburg onderteken.

H. FERREIRA,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

No. R. 1579

19 July 1985

LABOUR RELATIONS ACT, 1956

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

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

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall

No. R. 1579

19 Julie 1985

WET OP ARBEIDSVERHOUDINGE, 1956

YSTER-, STAAL-, INGENIEURS EN METALLURGIESE NYWERHEID.—ISPA-SUBGROEPOORENKOMS

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

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalinge van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld,

be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1986, upon the employers' organisation and the trade unions which entered into the said Agreement and upon McWillaw Steel (Pty) Limited, Scaw Metals Limited and George Stott and Company (Pty) Limited and their employees who are members of the Unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 and 2, shall be binding, with effect from the first Monday after the date of publication of this notice and for the period ending 30 June 1986 upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas occupied by the employers specified in paragraph (a) in the Magisterial Districts of Durban, Germiston and Johannesburg.

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

SCHEDULE

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

ISPA SUBGROUP AGREEMENT

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

Iron and Steel Producers' Association of South Africa

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

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Iron Moulders' Society of South Africa

S. A. Electrical Workers' Association

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

Suid-Afrikaanse Yster, Staal en Verwante Nywerhede Unie

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

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 in the Magisterial Districts of Durban, Germiston and Johannesburg by McWillaw Steel (Pty) Limited, Scaw Metals Limited and George Stott and Company (Pty) Limited and by their employees who are members of the trade unions.

2. PERIOD OF OPERATION OF AGREEMENT

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

3. DEFINITIONS

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

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

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

4. GENERAL PROVISIONS

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

(a) Sections 1 (3) to (5) inclusive, 3 to 8 (3) (d), 8 (3) (f) to 8 (4), 9 to 22, 24 to 27 and 29 to 36 inclusive of Part I, and all the provisions of Part II.

met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 eindig, bindend is vir die werkgeversorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir McWillaw Steel (Pty) Limited, Scaw Metals Limited en George Stott & Company (Pty) Limited en hul werknemers wat lede van die Verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 en 2, met ingang van die eerste Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1986 eindig, bindend is vir alle ander werkgevers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede geokkupeer deur die werkgevers in paragraaf (a) genoem in die landrodsdistrikte Durban, Germiston en Johannesburg.

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

BYLAE

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

ISPA-SUBGROEPOOREENKOMS

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

Iron and Steel Producers' Association of South Africa

(hieronder die "werkgevers" of die "werkgeversorganisasie" genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa

Amalgamated Society of Woodworkers of South Africa

Iron Moulders' Society of South Africa

S. A. Electrical Workers' Association

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

Suid-Afrikaanse Yster, Staal en Verwante Nywerhede Unie

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

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Die bepalings van hierdie Ooreenkoms tree in werking op dié datum wat deur die Minister van Mannekrag ingevolge artikel 48 van die Wet vasgestel word, en het dieselfde tydsduur as die Hofooreenkoms sodat dit gelyktydig daarmee verstryk.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word wat in die Wet op Arbeidsverhoudinge, 1956, omskryf word, het dieselfde betekenis as in dié Wet, en by 'n verwysing na 'n Wet is ook enige wysiging van sodanige Wet inbegrepe; voorts beteken—

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

"Hofooreenkoms" die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1329 van 27 Junie 1980 en sluit in enige herbekragting, hernuwing, wysiging of verlenging daarvan.

4. ALGEMENE BEPALINGS

(1) Ondergenoemde bepalings van die Hofooreenkoms is *mutatis mutandis* van toepassing op die werkgevers en werknemers op wie hierdie Ooreenkoms van toepassing is:

(a) Klousules 1 (3) tot en met (5), 3 tot 8 (3) (d), 8 (3) (f) tot 8 (4), 9 tot 22, 24 tot 27 en 29 tot en met 36 van Deel I, en alle bepalings van Deel II.

(b) Sections 8 (3) (e), 8bis., 23 and 28 of Part I.

Signed at Johannesburg for and on behalf of the parties this 1st day of July 1985.

H. FERREIRA,
Chairman.

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

A. O. DE JAGER,
General Secretary.

(b) Klousules 8 (3) (e), 8bis., 23 en 28 van Deel I.

Namens die partye op hede die 1ste dag van Julie 1985 te Johannesburg onderteken.

H. FERREIRA,
Voorsitter.

C. J. M. PRINSLOO,
Ondervoorsitter.

A. O. DE JAGER,
Hoofsekretaris.

Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!



Spaar 'n druppel — en vul die dam

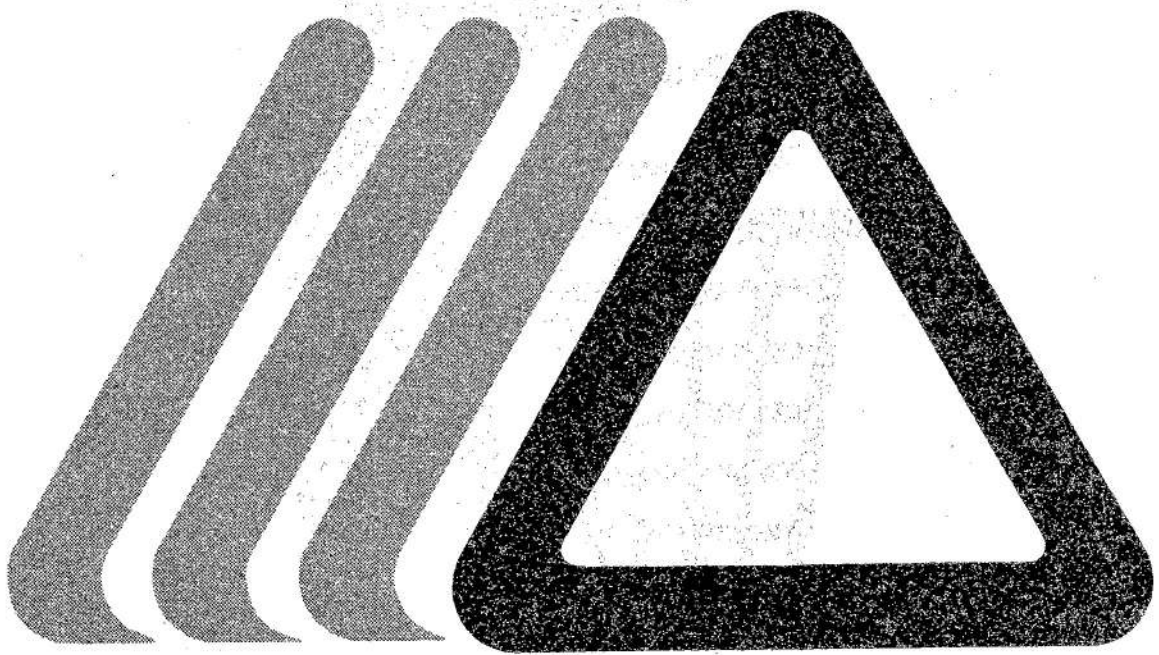
Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

Please keep our country, South
Africa, clean!



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

**Drinking and driving is a criminal
offence**



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

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R. 1577 do.: do.: Amendment of Main Agreement....	1	9850
R. 1578 do.: do.: Amendment of Registration and Administration Expenses Agreement	8	9850
R. 1579 do.: do.: ISPA Subgroup Agreement	11	9850

INHOUD

	Bladsy No.	Staats- koerant No.
Mannekrag, Departement van		
<i>Goewermentskennisgewings</i>		
R. 1576 Wet op Arbeidsverhoudinge (28/1956): Ys- ter-, Staal-, Ingenieurs- en Metallurgiese Nywerheid: Hernuwing van Hoofwooreen- koms	1	9850
R. 1577 do.: do.: Wysiging van Hoofwooreenkoms	1	9850
R. 1578 do.: do.: Wysiging van Registrasie en Administrasiefondsooreenkoms	8	9850
R. 1579 do.: do.: ISPA-subgroepwooreenkoms	11	9850