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*Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

*No. 2203.] [19 September 1952.
NYWERHEID-VERSOENINGSWET, 1937.

YSTER-, STAAL-, INGENIEURS- EN METAAL- NYWERHEID, VEREENIGING.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby, kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Yster-, Staal-, Ingenieurs- en Metaal-nywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op 9 Maart 1954 eindig, bindend is vir die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasie of daardie verenigings is.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur—

Amalgamated Engineering Union,
S.A. Yster- en Staalbedryfsvereniging en
S.A. Electrical Workers' Association,

aan die een kant (hierna die „werknemers” of die „vakverenigings” genoem), en

Transvaal Iron and Steel Manufacturers' Association
aan die ander kant (hierna die „werkgewer” of die „werkgewersorganisasie” genoem), wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid.

DEEL I.

1. BESTEK EN TOEPASSING VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet in die ondernemings van African Metals Corporation, Ltd., by Vereeniging en Kookfontein nagekom word deur die werkgewersorganisasie en die vakverenigings wat genoemde Ooreenkoms gesluit het en deur die werkgewer en werknemers wat lede van die organisasie of die vakverenigings is; met dien verstande dat dit slegs op vakleerlinge van toepassing is vir sover dit nie in stryd is met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarby bepaal is nie.

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

*No. 2203.] [19 September 1952.
INDUSTRIAL CONCILIATION ACT, 1937.

IRON, STEEL, ENGINEERING AND METALLUR- GICAL INDUSTRIES, VEREENIGING.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all 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 from the second Monday after the date of publication of this notice and for the period ending the 9th March, 1954, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those trade unions.

B. J. SCHOEMAN,
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, 1937, made and entered into between—

Amalgamated Engineering Union;
Die S.A. Yster en Staalbedryfsvereniging;
S.A. Electrical Workers' Association;

of the one part (hereinafter referred to as the “employees” or the “trade unions”), and the

Transvaal Iron and Steel Manufacturers' Association
of the other part (hereinafter referred to as the “employer” or the “employer's organisation”),

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

PART I.

1. SCOPE AND PERIOD OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed in the undertakings of the African Metals Corporation, Limited, at Vereeniging and Kookfontein by the employer's organisation and the trade unions which entered the said Agreement, and by the employer and employees who are members of that organisation or of those trade unions; provided that they shall apply to apprentices only insofar as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder.

(2) Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel *agt-en-veertig* van die Wet vasstel, en val saam met die Ooreenkoms wat by Goewermentskennisgewing No. 421 van 29 Februarie 1952 bekendgemaak is, sodat dit gelyktydig daarmee verstryk.

2. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet, en by 'n verwysing na 'n wet is ook alle wysigings van dié Wet inbegrepe; verder tensy dit in stryd is met die sinsverband beteken—

- „Wet”, die Nywerheid-versoeningswet, 1937;
- „vakleerling”, 'n werknemer wat onder 'n skriftelike vakleerlingskapkontrak dien wat deur die Raad erken word, of 'n vakleerlingskapkontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944;
- „Raad”, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;
- „werknemer”, 'n werknemer wie se skaal van betaling in hierdie Ooreenkoms voorkom, of 'n werknemer wat in diens is onder vrystelling van hierdie Ooreenkoms of onder voorwaardes deur die Raad vasgestel of by onderlinge ooreenkoms deur die partye by hierdie Ooreenkoms, of 'n werknemer in diens kragtens 'n vakleerlingkontrak wat deur die Raad erken word;
- „yster-, staal-, ingenieurs- en metallurgiese nywerhede”, of nywerhede, het die betekenis wat daaraan geheg is in artikel 3 van deel I van die Ooreenkoms, gepubliseer by Goewermentskennisgewing No. 421 van 29 Februarie 1952, en alle uitdrukkings wat daarin gebesig is in genoemde artikel 3 van deel I van genoemde Ooreenkoms omskryf is, het die betekenis wat daarin aan daardie uitdrukkings geheg is;
- „Amkor”, die onderneming van African Metals Corporation, Bpk., by Vereeniging en Kookfontein in die Provinsie Transvaal;
- „stelmasjien of skoorstuk”, 'n toestel wat die stand van die werk met betrekking tot die gereedskap of die gereedskap tot die werk en/of die betreklike stande van onderdele terwyl hulle verbind word suiwer stel ten einde artikels te vervaardig wat binne sekere toleransies omruilbaar is;
- „vakman”, 'n werknemer wat 'n vakleerlingskapkontrak ingevolge die Wet op Vakleerlinge, of 'n vakleerlingskapkontrak wat deur die Nywerheidsraad erken word in enige van die klasse werk soos in deel IV, afdeling 1 (1) van hierdie Ooreenkoms genoem, uitgedien het, of 'n werknemer ouer as 21 jaar en wat die houer is van 'n sertifikaat wat deur die Raad erken is en hom in staat stel om vir vakmanswerk in diens te wees;
- „jeugdige”, 'n werknemer tussen die ouderdomme 16 en 19 jaar;
- „n.e.v.”, nie elders vermeld nie;
- „herhalingswerk”, die werk wat verrig word deur 'n werknemer wat voortdurend een of meer herhalingsprosesse uitvoer;
- „leipatroon”, 'n toestel om die plekke van gate en/of aanhegtings op die werkstuk en/of die vorm en/of die buite-lyen van die werkstuk aan te dui;

3. WERKURE.

- (1) Die gewone werkure vir alle werknemers mag nie meer as 46 in 'n week wees nie.
- (2) Geen werknemer kan verplig word om langer as twee agtereenvolgende weke nagskofte te werk nie.
- (3) Die maksimum oortyd wat deur werknemers op die werk van vakmanne of masjiniste gedoen mag word, mag nie meer as tien uur per week wees nie.

4. OORTYD EN BETALING VIR WERK OP SONDAE EN SEKERE OPENBARE VAKANSIEDAE.

- (1) Behalwe soos in subartikel (2) van hierdie artikel bepaal, moet vir alle werk op Sondag teen 1½-maal die tydloon betaal word vir die eerste agt uur gewerk en tweemaal daarna.
- (2) Ingeval Sondag 'n „vryaf dag” is in die geval van werknemers wat die werk van vakmanne of masjiniste doen, of ten opsigte van 'n werknemer wat gereeld dagskofwerk doen of volgens rooster werk, en hierdie werknemer gelas word om op daardie Sondag te werk, moet hy tweemaal sy gewone uurloon betaal word vir alle ure wat op dié Sondag gewerk word.
- (3) Alie tyd wat op 'n weekdag bo en behalwe die gewone skofte gewerk word, moet as oortyd beskou word, en daarvoor moet betaal word teen 1½-maal vir die eerste agt uur en twee maal daarna, tot die gewone begintyd van die werknemer se volgende skof.
- (4) Met dien verstande egter dat as van 'n werknemer vereis word om oortyd op 'n Saterdag te werk en hy in Sondag in werk, hy teen tweemaal betaal moet word vir alle oortyd diens van meer as 8 uur van die beëindiging van sy gewone skof op Saterdag af tot die gewone begintyd van sy volgende gewone skof.
- (5) As 'n werknemer op Goeie-Vrydag, Gelofte-dag, Kersdag en Nuwejaarsdag werk, moet hy minstens een skof se besoldiging vir daardie besondere dag van die week ontvang en moet buitendien besoldig word teen 1½-maal die gewone loonskaal vir tyd wat tot beëindiging van daardie skof gewerk word, daarna teen driemaal die tydloon vir tyd wat tot aan die gewone aanvangstyd op die volgende dag gewerk is.

(2) The terms of this Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act and shall run concurrently with the Agreement published under Government Notice No. 421, dated the 29th February, 1952, so as to expire simultaneously therewith.

2. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

- “Act” means the Industrial Conciliation Act, 1937;
- “apprentice” means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Apprenticeship Act, 1944;
- “Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;
- “employee” means an employee whose rates of pay are scheduled in this Agreement or an employee employed under exemption from this Agreement or under conditions determined by the Council or by mutual agreement of the parties to this Agreement, or an employee employed under a contract of apprenticeship recognised by the Council;
- “Iron, Steel, Engineering and Metallurgical Industries” or “Industries” shall have the meaning ascribed thereto in section 3 of Part I of the Agreement published under Government Notice No. 421 of the 29th February, 1952, and any expression utilised therein and defined in the said section 3 of Part I of the said Agreement shall have the meaning given to that expression therein;
- “Amcor” means the undertakings of the African Metals Corporation Limited, at Vereeniging and Kookfontein in the Province of the Transvaal;
- “jig or fixture” means a device which definitely locates the work with respect to a tool and/or a tool to the work and/or the relative position of parts while being joined together, so as to produce articles that are interchangeable within certain tolerances;
- “journeyman” means an employee who has completed a contract of apprenticeship under the Apprenticeship Act or a contract of apprenticeship recognised by the Council in any one of the classes of work enumerated in Part IV, section 1 (1) of this Agreement, or an employee who is over 21 years of age and in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman's work;
- “juvenile” means an employee between the age of 16 and 19 years;
- “n.e.s.” means not elsewhere specified;
- “repetition work” means work performed by an employee constantly engaged on one or more repetitive processes;
- “templet” means a device for indicating the position of holes and/or attachments on the work and/or the form and/or contour of the work.

3. HOURS OF WORK.

- (1) The ordinary hours of work for all employees shall not exceed 46 hours in any one week.
- (2) No employee shall be required to work on night shift for a longer period than two consecutive weeks.
- (3) The maximum overtime that may be worked by employees employed on journeyman's work or machinist's work shall not exceed ten hours per week.

4. OVERTIME AND PAYMENT FOR WORK ON SUNDAYS AND CERTAIN PUBLIC HOLIDAYS.

- (1) Save as is provided in sub-section (2) of this section, all Sunday work shall be paid for at the rate of time and one-half for the first eight hours worked and double time thereafter.
- (2) Where in the case of employees employed on journeyman's work or machinist's work Sunday is a free day, either in respect of such an employee regularly employed on day shift or working to a roster, and such employee is called upon to work that Sunday, he shall be paid at double his normal hourly rate for all hours worked on that Sunday.
- (3) All time worked on any weekday in excess of the usual shifts shall be regarded as overtime and paid for at the rate of time and one-half for the first eight hours, and double time thereafter until the usual starting time of the employee's next shift.
- (4) Provided, however, that where an employee is required to work overtime on a Saturday and continuing on into the Sunday, he shall be paid at double time for all overtime worked in excess of eight hours from the completion of his normal shift on Saturday until the usual starting time of his next normal shift.
- (5) Whenever an employee works on any of the following days, viz., Good Friday, Day of the Covenant, Christmas Day and New Year's Day, he shall receive not less than one shift's remuneration for that day of the week and shall be paid in addition at the rate of time and one-half for time worked until the completion of that shift, thereafter treble time shall be paid for time worked until the usual starting time next day.

(6) Wanneer van 'n werknemer wat volgens rooster werk, vereis word om op sy vrye dag te werk, hoewel dié dag volgens die rooster 'n weekdag kan wees, moet hy teen 1½-maal die tydloon betaal word; met dien verstande egter dat as die werknemer 48 uur kennis gegee is dat van hom vereis word om op sy vrye dag te werk, en hy binne 'n tydperk van ses dae na sy roosterdag 'n ander dag ter vervanging daarvan aangebied word, die betaalbasis vir daardie skof teen die gewone loonskaal moet wees.

(7) Indien 'n werknemer wat volgens rooster werk, 'n dag vryaf het wat op 'n betaalde openbare vakansiedag val, moet dit beskou word dat sy volgende gewone skof wat op dié vakansiedag volg, dié betaalde vakansiedag is, en betaling vir dié dag moet ooreenkomstig artikel 4 (5) en artikel 6 (2), al na die geval, van hierdie Ooreenkoms wees.

(8) 'n Werknemer wat die werk van 'n vakman of 'n masjinis doen en wat van sy huis ontbied word om oortyd te werk, moet soos volg betaal word:—

- (i) As hy binne agt uur geroep word nadat hy sy gewone skof voltooi het, teen 1½-maal vir die onverstreke gedeelte van hierdie tyd, en van agt uur na voltooiing van sy gewone skof tot die begintyd van sy volgende gewone skof, teen tweemaal sy loon.
- (ii) as hy agt uur of meer na voltooiing van sy gewone skof geroep word, teen tweekeer tot die begintyd van sy volgende gewone skof.
- (iii) Oortyd moet begin van die tyd af waarop die werknemer geroep word en duur tot uitkloktyd of, watter een ook al die vroegste is, die begintyd van sy volgende gewone skof.

(9) As 'n werknemer van sy huis af weggeroep word om oortyd te werk en dit nie van hom vereis word, om 'n gewone skof te werk nie, moet dié werknemer 'n minimum betaling van vier maal sy uurloon teen gewone tyd ontvang.

OPMERKING.

(i) Die bepalings van subartikels (6) en (7) van hierdie artikel is nie van toepassing op vakmanne wat gereelde dagskofwerk doen nie en wie se erkende vryaf dag Sondag is, hoewel 'n program opgestel word tot voordeel van sulke werknemers wat die weekdae aandui wat hulle vryaf kan neem, indien hulle dit verlang, in plaas van die Sondag gewerk.

(ii) Vir die toepassing van hierdie artikel word dit beskou dat Sondag, Goeie-Vrydag, Gelofte-dag, Kersdag en Nuwejaarsdag op die gewone begintyd van die oggendskof van dié dae 'n aanvang neem en tot dieselfde tyd die volgende dag duur.

5. BETALING VAN VERDIENSTE.

(1) (a) Lone en oortyd moet weekliks op of voor Vrydag betaal word op tye wat by die verskillende skofte inpas, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind.

(b) Elke werknemer moet by betaling 'n staat gegee word wat aantoon: Sy totale verdienste, betaling vir gewone tyd en oortyd, toelaes en aftrekkings. Dié staat moet besonderhede bevat van die vakansieverlof en bonus wat by diensbeëindiging betaal is.

(2) Vir die opleiding van 'n werknemer mag geen premie deur 'n werkgever bereken of aangeneem word nie.

(3) Van die bedrae wat ooreenkomstig hierdie Ooreenkoms aan 'n werknemer betaalbaar is, mag geen bedrae van watter aard ook, behalwe ondergenoemde, afgetrek word nie:—

- (a) Ingeval 'n werknemer van die werk afwesig is, insluitende afwesigheid gedurende verdere verlof toegestaan afgesien van dié in artikel 6 van hierdie Ooreenkoms bepaal, 'n *pro rata* bedrag vir die duur van die afwesigheid.
 - (b) Met die skriftelike toestemming van die werknemer, aftrekkings vir siekte-, versekerings-, pensioen-, of erkende onspanningsfondse, of bydraes aan 'n vakvereniging wat 'n party by hierdie Ooreenkoms is of op skriftelike versoek van die werknemer en instemming deur die werkgever, aftrekkings op die voorwaardes en vir die doeleindes wat die werknemer in sy versoek moet aandui.
 - (c) Bydraes aan die Raadsfonds ingevolge artikel 13 van hierdie Ooreenkoms.
 - (d) Enige bedrag wat deur 'n werkgever ten behoeve van 'n werknemer betaal is ingevolge 'n verpligting hom opgelé deur 'n wet, ordonnansie of regsgeding.
 - (e) As 'n werknemer van werk afwesig is as gevolg van die sluiting van 'n inrigting deur onderlinge ooreenkoms tussen die werkgever en minstens 75 persent van sy werknemers, 'n *pro rata* bedrag vir die tydperk van die afwesigheid.
- (4) Indien in 'n inrigting of plek werk verrig word deur werknemers wat in spanne of ploei georganiseer is, moet die lone van elke werknemer deur die werkgever aan hom uitbetaal word.

6. BETALING GEDURENDE VAKANSIE EN WERKLOOSHEID.

(1) Vakansiebetaling waarvoor voorsiening in hierdie artikel gemaak word, moet teen die kontrakskaal van betaling bereken word wat die werknemer op die datum van kwalifikasie ontvang, met dien verstande egter dat as 'n werknemer in die hoër betaalde betrekking aflos, sy skaal van verlofbetaling op sy gemiddelde verdienste bereken moet word, met uitsluiting van oortyd, vir dié ses maande voor die kwalifiseerdatum vir verlofbetaling.

(6) Whenever an employee working to a roster is required to work on his day off although such day according to the roster may be a weekday, he shall be paid at the rate of time and one-half; provided, however, that if the employee is given 48 hours notice that he is required to work on his day off and is offered within a period of six days from his roster day, another day off in substitution, the basis of payment for that shift shall be at ordinary rates.

(7) Whenever an employee working to a roster has a roster free day falling on a paid public holiday, his next normal shift following such holiday shall be deemed to be the paid public holiday, and payment for such day shall be made in accordance with section 4 (5) and section 6 (2), as the case may be, of this Agreement.

(8) Any employee engaged on journeyman's work or machinist's work who is called out from his home to work overtime shall be paid as follows:—

- (i) If called out within eight hours of completing his normal shift, at the rate of time and one-half for the unexpired portion of this period and from eight hours after the completion of his normal shift up to the starting of his next normal shift, at the rate of double time.
- (ii) If called out eight hours or more after completing his normal shift, at the rate of double time up to the starting time of his next normal shift.
- (iii) Overtime to commence from the time the employee is called and shall continue until clocking out or, whichever is the earlier, at the commencement of his next ordinary shift.

(9) When an employee is called out from his home to work overtime and is not required to work a normal shift, such employee shall receive a minimum payment of four times his hourly rate at straight time.

NOTE.—(i) The provisions of sub-sections (6) and (7) of this section shall not apply to artisans employed on regular day-shift and whose recognised day off is Sunday, although for the benefit of such employees a schedule is prepared showing which week-day they may take off, if so desired, in lieu of the Sunday worked.

(ii) For the purposes of this section, Sunday, Good Friday, Day of the Covenant, Christmas Day and New Year's Day shall be deemed to commence at the usual starting time of the morning shift of such days and continue until the same time on the following day.

5. PAYMENT OF EARNINGS.

(1) (a) Wages and overtime shall be paid weekly not later than Friday, at times to fit in with the various shifts or upon termination of employment, if this takes place before the ordinary payday.

(b) Each employee shall be given a statement on payment showing his total earnings, ordinary time and overtime payments, allowances and deductions. Such statement shall include details of the holiday leave and bonus made upon termination of employment.

(2) No premium for the training of an employee shall be charged or accepted by the employer.

(3) No deductions of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee:—

- (a) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in section 6 of this Agreement, a *pro rata* amount for the period of such absence.
- (b) With the written consent of the employee, deductions for recognised sick benefit, insurance, pension funds or contributions to recognised recreation funds or to a trade union which is a party to this Agreement, or at the written request of the employee and with the concurrence of the employer, deductions in such terms and for such purposes as the employee shall prescribe in his request.
- (c) Contributions to the funds of the Council in terms of section 13 of this Agreement.
- (d) Any amount paid by the employer, compelled by law, ordinance or legal process, to make payment on behalf of an employee.
- (e) Where an employee is absent from work, resultant on the closing of an establishment by mutual arrangement between the employer and not less than 75 per cent. of his employees, a *pro rata* amount for the period of such absence.

(4) Where, in any establishment or place, work is preformed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

6. HOLIDAY AND UNEMPLOYMENT PAY.

(1) Holiday payment provided for in this section shall be computed at the contract rate of pay of which the employee is in receipt at the date of qualification; provided, however, that where an employee relieves in a higher paid position, his rate of holiday pay shall be computed on his average earnings, excluding overtime, for the six months prior to the date of qualification for holiday leave.

(2) As 'n werknemer nie op Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op dié dag sy gemiddelde van sy gewone werke vir daardie dag van die week gewerk het; met dien verstande dat wanneer Geloftedag, Kersdag of Nuwejaarsdag op 'n Saterdag val, 'n werknemer wat nie op daardie dag werk, sy gewone uurloon betaal moet word vir die getal ure wat hy vir betaal sou word as dié vakansiedag binne die tydperk Maandag tot en met Vrydag geval het; en voorts met dien verstande dat hierdie subartikel nie op 'n werknemer wat met verlof met betaling kragtens subartikel (3) van hierdie artikel afwesig is, van toepassing is nie.

(3) Elke werknemer is, ooreenkomstig hierdie Ooreenkoms en behoudens onderstaande bepalings, geregtig tot drie agtereenvolgende weke verlof met volle betaling:—

- (a) Die kwalifikasie vir verlof is 292 skofte, met uitsondering van oortyd werklik gewerk op 'n grondslag van 'n sesdaagse werkweek; met dien verstande dat—
 - (i) onderworpe aan die bepalings van subparagraaf (ii) hiervan, diens by dieselfde werkgever van minder as 30 skofte nie vir verlofdoeleindes gereken word nie; met dien verstande dat 'n werknemer wat na 18 skofte tydelik geskors word, met die aantal skofte werklik gewerk vir verlofdoeleindes gekrediteer moet word;
 - (ii) wanneer 'n werknemer se diens by dieselfde werkgever ingevolge (i) hiervan onderbreek is en hy by dieselfde werkgever werk hervat, hy vir verlofdoeleindes met die totale aantal skofte by die werkgever gewerk gekrediteer moet word, mits hy in die tussentyd nie vir 'n ander werkgever werk nie;
 - (iii) enige tydperk van afwesigheid weens siekte wat in die geheel nie 52 skofte, in enige afsonderlike jaar te bowe gaan nie, word vir vakansiedoeleindes meegereken; met dien verstande dat 'n werkgever geregtig is om van 'n werknemer 'n doktersertifikaat te eis ter staving van die oorsaak van die afwesigheid. Werkdae wat binne 'n afwesigheid val wat die gevolg is van 'n ongeval wat ontstaan uit of in die loop van die werknemer se diensverrigting, moet vir vakansiedoeleindes meegereken word; met dien verstande dat erken moet word dat so 'n ongeval binne die bepalings van die Ongevalwet val en die kwalifiseerskofte wat vir vakansiedoeleindes meegereken word die tydperke van onbekwaamheid is wat kragtens die genoemde Wet erken word;
 - (iv) alle tye waarin 'n werknemer ingevolge subartikel (9) van hierdie artikel met verlof is, word vir verlofdoeleindes gereken;
 - (v) 'n werknemer wat van sy werk wegbly sonder om 'n rede aan te voer wat sy werkgever tevrede stel, moet ten opsigte van elke skof of werkdag wat hy gedurende die afwesigheid verloor, 5 skofte, wat hy vir verlof-kwalifikasie gewerk het, verbeur, met 'n maksimum verbeuring van 30 skofte in enige kwalifiseertydperk vir verlof; met dien verstande dat die werkgever binne veertien dae vanaf die afwesigheid die Raad skriftelik daarvan in kennis moet stel;
 - (vi) die werkdae wat binne die tye val waarin 'n werknemer verplig is om militêre oefeninge kragtens die Verdedigingswet by te woon, moet vir verlofdoeleindes meetel;
 - (vii) die werkdae wat binne 'n tydperk van onbetaalde verlof val wat deur die werkgever aan die werknemer toegestaan word om sake van die Nywerheidsraad regstreeks te behartig, tel mee vir verlofdoeleindes;
 - (viii) alle tye van afwesigheid waarvoor 'n werknemer spesiale verlof deur die werkgever toegestaan word, tel mee vir verlofdoeleindes;
- (b) die vakansie moet vier naweke insluit en moet nie onderbreek word nie;
- (c) ingeval of Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag binne die vakansietydperk val, word die tydperk verleng met een dag teen volle betaling vir elkeen van daardie dae;
- (d) 'n werknemer moet binne een maand vanaf die datum waarop hy tot verlof geregtig word, daarom aansoek doen;
- (e) die verlof moet binne vier maande vanaf die datum waarop dit verskuldig word, deur die werkgever toegestaan word;
- (f) 'n werknemer moet sy verlof neem en is daartoe geregtig binne 'n tydperk van vier maande vanaf die datum waarop dit aan hom toekom, tensy vrystelling deur die Raad toegestaan is;
- (g) geen werknemer mag solank hy met verlof is, lonende werk verrig nie.

(4) As 'n werknemer op die punt staan om met verlof te gaan, moet die geld aan hom verskuldig vir doeleindes van die verlof onmiddellik voor hy met sy werk ophou om met verlof te gaan, deur sy werkgever kontant aan hom uitbetaal word.

(5) Indien die diens van 'n werknemer eindig voordat hy tot betaalde verlof ooreenkomstig subartikel (3) van hierdie artikel geregtig is, moet hy met die proporsionele aantal skofte of kalenderweke diens, na gelang van die geval, gekrediteer word. Die werkgever moet, wanneer die werknemer sy diens verlaat, hom van 'n bewys voorsien waarin die aantal skofte gewerk, wat vir vakansiedoeleindes gereken moet word, uiteengesit is, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent van die verlof waarop die werknemer reg het, stuur.

(2) If an employee does not work on Good Friday, Day of the Covenant, Christmas Day or New Year's Day, the employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week; provided that whenever Day of the Covenant, Christmas Day or New Year's Day fall on a Saturday, an employee who does not work on such day shall be paid at his ordinary hourly rates for the number of hours he would have been paid if the holiday fell within the period Monday to Friday inclusive, and provided further that this sub-section shall not apply to an employee who is on paid holiday in terms of sub-section (3) of this section.

(3) Each employee shall be entitled, under this Agreement, to three consecutive weeks' paid holiday, subject to the following conditions:—

- (a) The qualification for such holiday shall be 292 shifts, exclusive of overtime, actually worked on a six-day working week basis; provided that—
 - (i) subject to sub-paragraph (ii) hereof, empolyment for less than 30 shifts with the employer shall not count for leave purposes; provided that an employee who is laid off, after working 18 shifts, shall be credited with the number of shifts actually worked for leave purposes;
 - (ii) where an employee's service with the employer is broken in terms of (i) hereof, and he resumes work for the employer, he shall be credited for holiday leave purposes with the total number of shifts worked with the employer; provided that he does not work for another employer in the interim;
 - (iii) any period of absence on account of sickness aggregating not more than 52 shifts in any one qualifying period for paid leave, shall count for holiday purposes; provided that the employer shall be entitled to call upon an employee for a medical certificate satisfactory to the employer in proof of cause of absence. Working days falling within any period of absence on account of an accident arising out of and in the course of the employee's employment shall count for holiday purposes; provided such accident has been admitted as falling within the provisions of the Workmen's Compensation Act, and the qualifying shifts counting for holiday purposes shall be the working days falling within any period of disablement admitted by the said Act;
 - (iv) any period during which an employee is on leave in terms of sub-section (9) of this section shall count for holiday purposes;
 - (v) any employee who absents himself from work without adequate reason satisfactory to the employer shall in respect of each shift or working day lost by him during such absence, forfeit five shifts worked towards his holiday qualification, with a maximum penalty of 30 shifts in any one qualifying period for paid leave; provided that notification of such absence shall be made by the employer, in writing to the Council within fourteen days of such absence;
 - (vi) the working days falling within any period during which an employee is compelled in terms of the Defence Act to attend military camp shall count for holiday purposes;
 - (vii) the working days falling within any period of unpaid leave granted by the employer to the employee to attend any direct business of the Industrial Council shall count for holiday purposes;
 - (viii) any period of absence for which an employee is granted paid special leave by the employer shall count for holiday purposes.
- (b) The holiday shall include four week-ends and be for one unbroken period.
- (c) Should either Good Friday, Day of the Covenant, Christmas Day or New Year's Day fall within the period of the holiday, the holiday period shall be extended by one day with full pay for each such day.
- (d) Application for holiday shall be made by an employee within one month of the date he becomes entitled thereto.
- (e) The holiday shall be granted by the employer so as to commence within a period of four months of due date.
- (f) An employee shall be entitled to, and shall take his holiday within a period of four months from due date, unless exemption be granted by the Council.
- (g) No employee shall engage in any employment for gain during the period of his holiday.

(4) When an employee is about to take his leave, the moneys payable to him for the purpose of such leave shall be paid to him in cash by the employer on his ceasing work to go on holiday.

(5) When the employment of an employee terminates before he becomes entitled to a paid holiday in terms of sub-section (3) of this section, he shall be credited with the proportionate number of shifts. The employer shall furnish the employee, at the time he leaves his service, with a voucher setting out the number of shifts which count for holiday purposes, and immediately forward to the Secretary of the Council the money equivalent of the holiday to which the employee is so entitled.

(6) (a) Indien die tydperk van werkloosheid tussen twee dienstye meer as ses dae is, is 'n werknemer by vertoning van sy bewys of bewyse aan die Nywerheidsraad, gedurende elke week van sy werkloosheid geregtig om van die bedrag wat hy te goed het 'n bedrag te ontvang van minstens £2 of die bedrag wat hy te goed het, na gelang van die kleinste bedrag, of hoogstens die helfte van die loon wat hy ontvang het, toe hy werkloos geword het, watter ook al die grootste mag wees tot tyd en wyl die tegoed wat in die bewys of bewyse aangedui is, uitgeput is. Ingeval die werknemer werk kry voordat sodanige tegoed uitgeput is, moet hy in die boeke van die Raad gekrediteer word met die bedrag wat nog nie uitbetaal is nie, en dit is vir hom beskikbaar ooreenkomstig die voorafgaande bepalinge, wanneer hy of weer vir verlof kwalifiseer, of vir 'n tydperk van meer as ses dae werkloos word.

(b) 'n Werknemer wat betaling ooreenkomstig paragraaf (a) van hierdie subartikel eis en ontvang, moet, wanneer hy weer in die nywerheid werk kry, vanaf die datum waarop hy die werk aanvaar, vir verlof begin kwalifiseer; met dien verstande dat as daar enige onopgeëiste saldo is waartoe hy geregtig is om gekrediteer te word ooreenkomstig hierdie artikel, hy gekrediteer moet word met verlof gelykstaande aan die saldo.

(7) Ingeval 'n werknemer sterf of in die loop van sy diens onbekwaam raak om sy beroep uit te oefen, is die bedrag aan hom verskuldig ten opsigte van verlof, betaalbaar aan sy boedel of aan homself, na gelang van die geval.

(8) Na verloop van minstens 49 weke, gereken vanaf die datum waarop die tydperk van diens wat deur die bewys gedek word, het enigiemand aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is en wat nie langer in die nywerheid in diens is nie, reg op aanbidding van die bewys aan die Raad in die streek van oorsprong vir betaling daarteen van enige onbetaalde saldo waarmee hy in die Raad se boeke gekrediteer staan.

(9) (a) 'n Werknemer wat die volgende maal wat hy vir verlof met betaling kragtens subartikel (3) van hierdie artikel kwalifiseer, minstens twaalf jaar diens by dieselfde werkgever voltooi het, het ooreenkomstig die werkgever se gerief en solank as hy by dieselfde werkgever in diens bly, elke jaar reg op 'n ekstra week verlof met betaling, of op uitbetaling van die geldwaarde daarvan; met dien verstande dat by onderlinge ooreenkoms tussen die werkgever en die werknemer—

(i) die verlof met betaling soos in subartikel (3) van hierdie artikel voorgeskryf, met 'n ekstra week verleng kan word; of

(ii) die ekstra week verlof vir die jaar van kwalifisering uitgestel kan word en die werknemer dit kan laat ooploop totdat hy vir drie ekstra weke verlof met betaling kwalifiseer.

(b) Wanneer die werkgever en werknemer die ooreenkoms aangaan soos in paragraaf (a) (ii) bepaal, en die werknemer vir drie ekstra weke verlof met betaling (hierna genoem „die opgeloopte verlof”) gekwalifiseer het, moet die opgeloopte verlof deur die werkgever toegestaan en deur die werknemer geneem word wanneer hy sy verlof met betaling, soos in subartikel (3) van hierdie artikel voorgeskryf, neem, tensy, na gelang van wat die werkgever en werknemer ooreenkom, die opgeloopte verlof op 'n ander tyd geneem word; met dien verstande dat die werkgever die werknemer in elk geval in staat moet stel om die opgeloopte verlof te neem in die tydperk voordat hy vir sy volgende verlof met betaling kwalifiseer en wanneer die werknemer versuim om die opgeloopte verlof binne daardie tydperk te neem, verbeur hy sy reg daarop.

(c) By beëindiging van die diens van 'n werknemer wat geregtig geword het tot die geldwaarde van die ekstra verlof met betaling soos voorgeskryf in hierdie subartikel, maar dit nog nie ontvang het nie, moet hy by sodanige diensbeëindiging betaal word vir die ekstra verlof met betaling waarvoor hy gekwalifiseer het, maar nog nie ontvang het nie.

(10) Behalwe soos andersins hierin bepaal, word dit vir die doeleindes van hierdie artikel beskou dat diens begin op die datum waarop 'n werknemer by die werkgever in diens tree, of, na gelang van die jongste datum, die datum waarop hy laas tot verlof geregtig geword het.

(11) Die Raad kan met enige ander nywerheid wederkerige reëling tref vir die uitwisseling van verlofbewyse ten bate van die werknemers wat uit die nywerheid uittree.

7. TOELAES VIR REIS- EN VERBLYFKOSTE.

(1) Ingeval werk weg van die werkgever se inrigting of die werknemer se gewone werkplek verrig word, sodat dit 'n reis noodsaaklik maak, moet die werknemer wat gestuur word om die werk te verrig, voorsien word van 'n tweedeklas-spoorwegkaartjie, behalwe in die geval van voorredelike lyne waarvoor die akkommodasie eerste klas of behoorlike vervoer na en van die werk moet wees.

(2) Wanneer van 'n werknemer ingevolge (1) hiervan vereis word om te reis, moet hy gedurende gewone werkure teen die gewone loonskaal betaal word en teen die helfte van die gewone loonskaal buite die gewone werkure; betaling moet in geen geval 12 uur se betaling gedurende 'n tydperk van 24 uur of gedeelte daarvan, bereken vandat die reis begin, te bowe gaan nie; met dien verstande dat as 'n werknemer gewerk het op die dag waarop die reis begin, hy slegs daarop geregtig is om 'n maksimum van 12 uur se betaling te ontvang, insluitende die loon wat ten opsigte van sodanige dag deur hom verdien is.

(6) (a) Where the period of unemployment between one engagement and another is more than six days, an employee on presenting his vouchers to the Industrial Council shall be entitled during each week of his unemployment to the payment from the amount standing to his credit of a sum not less than £2 or the amount standing to his credit, whichever is the lesser, but not exceeding half pay at the rate he was receiving when unemployment started, whichever is the greater, until such time as the credit indicated in the voucher or vouchers is exhausted. Should the employee obtain employment before such credit has been exhausted, the unpaid amount shall be credited to him in the books of the Council and shall be available to him in accordance with the foregoing provisions, either when next he qualifies for leave or becomes unemployed for a longer period than six days.

(b) Any employee claiming and receiving payment in terms of paragraph (a) of this sub-section shall, on obtaining further employment in the industry, commence to qualify for leave as from the date of such employment; provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this section, the leave equivalent of such balance shall be credited to him.

(7) 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 holiday pay shall be payable to his estate or himself, as the case may be.

(8) After not less than 49 weeks have elapsed reckoned from the date upon which the period of employment covered by the voucher commenced, any person who has been furnished with a voucher in terms of sub-section (5) of this section and is no longer employed in the industry shall be entitled, on presenting the voucher to the Council in the region of origin, to payment thereon of any unpaid balance standing to his credit in the books of the Council.

(9) (a) An employee who, when he next qualifies for a paid holiday in terms of sub-section (3) of this section, has completed not less than 12 years' continuous service with the same employer shall be entitled each year at the employer's convenience whilst employed by the same employer to an extra week's paid holiday or the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

(i) the paid holiday referred to in sub-section (3) of this section may be extended by an extra week; or

(ii) the extra week's leave may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra week's paid holiday.

(b) Whenever the employer and employee come to the arrangement provided for in paragraph (a) (ii) and the employee has qualified for one, two or three such extra week's paid holiday (hereinafter referred to as "the accumulated leave"), the employer shall grant and the employee shall take the accumulated leave when he is given and takes the paid holiday provided for in sub-section (3) of this section, unless, as may be, the employer and employee agree to the accumulated leave being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated leave in the period before he next qualifies for a paid holiday, and if the employee fails to take the accumulated leave within such period his title thereto shall cease.

(c) Whenever the employment of an employee terminates who has become entitled to, but has not yet received the equivalent value of the additional paid leave provided for in this sub-section, he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

(10) Saving as is 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 the date on which he last became entitled to holiday leave, whichever is the later.

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

7. TRAVELLING AND SUBSISTENCE ALLOWANCES.

(1) Where work is done away from the employer's establishment or the employee's usual working place necessitating travelling, the employee sent to do such work shall be provided with second class rail accommodation except over suburban lines, when the accommodation shall be first class, or suitable transport to and from the job.

(2) When an employee is required to travel in terms of sub-section (1) hereof, he shall be paid at ordinary rates during ordinary hours of work, and at half rates outside of ordinary hours of work, pay in any circumstances not to exceed twelve hours' pay per cycle of 24 hours or part thereof reckoned from the time the journey commences; provided that if an employee has been working on the day on which the journey commences, he shall be entitled to receive only up to a maximum of 12 hours' full pay which shall include the wages earned by him in respect of such day.

(3) 'n Werknemer moet vir etes en slaapplek op die trein betaal word. As 'n werkgewer van 'n werknemer vereis om, aangesien sy werk van sy gewone werkplek verwyder is, nie op sy gewone woonplek te woon nie, moet vir kos en inwoning betaal word of dit moet by die werk verskaf word.

(4) Vir die toepassing van hierdie artikel word Sondag as 'n gewone werkdag beskou.

8. DIENSBEEÏNDIGING.

(1) 'n Werkgewer of werknemer moet minstens een volle dag vooraf die diens opsig; met dien verstande dat dit geen inbreuk op onderstaande maak nie:—

(a) Die reg van 'n werkgewer of 'n werknemer om die diens sonder opsegging te beëindig weens enige gegronde rede wat deur die Wet as voldoende erken word.

(b) Enige ooreenkoms tussen 'n werkgewer en werknemer waarby vir 'n langer diensopseggingstermyn as een volle werkdag voorsiening gemaak word; en verder dat die werkgewer die werknemer lone vir en in plaas van die voorgeskrewe of ooreengekome diensopseggingstyd kan betaal.

(2) Vir die toepassing van hierdie artikel moet Saterdag nie as 'n volle werkdag beskou word nie. Opsegging om 'n dienskontrak te beëindig by die sluitingstyd op Saterdag moet voor 12-uur middag op Vrydag gegee word.

9. BUITEWERK.

(1) Geen werkgewer kan van enigeen van sy werknemers vereis of hom toelaat om enige algemene, werktuigkundige, elektrotegniese of skeepsingenieurswerk, met inbegrip van herstelwerk of inmeekaarsit, elders as in sy inrigting te verrig nie, tensy die werk verrig word vir uitvoering of voltooiing van 'n bestelling wat by die werkgewer geplaas is.

(2) Geen werknemer mag, solank as hy by 'n werkgewer in die nywerhede in diens is, bestellings vir algemene, werktuigkundige, elektrotegniese of skeepsingenieurswerk, met inbegrip van herstel- of inmeekaarsitwerk, vir eie rekening vir verkoop en/of vir wins en/of ten behoeve van enige ander persoon of firma aanvaar of aanneem of sulke werk onderneem nie.

10. UITREIKING VAN SERTIFIKATE.

Geen werkgewer mag na drie maande vanaf die datum waarop hierdie Ooreenkoms in werking tree enige persoon op „vakmanswerk”, soos voorgeskryf in hierdie Ooreenkoms, in diens neem nie, behalwe 'n werknemer wat sy vakleerlingskap onder 'n kontrak ingevolge die Wet op Vakleerlinge of 'n ander kontrak wat deur die Raad erken word, in enigeen van die klasse werk as „vakmanswerk” in hierdie Ooreenkoms bestempel, voltooi het, tensy die werknemer 'n sertifikaat besit wat deur die Raad uitgereik is en wat hom toestaan om „vakmanswerk” te verrig. Met dien verstande, dat 'n werknemer geregtig is om by die Raad aansoek te doen om 'n sertifikaat wat hom sal toestaan om vir „vakmanswerk” in diens te wees en as daardie sertifikaat aan hom uitgereik word, kan hy daarna vir die werk wat in die sertifikaat as „vakmanswerk” bestempel word, in diens wees.

11. INDIENSNEMING VAN PERSONE ONDER 15 JAAR.

Geen werkgewer mag enige persoon onder die ouderdom van 15 jaar in diens neem nie.

12. VRYSTELLINGS.

(1) Die Raad kan vrystelling aan enige werkgewer of werknemer van enigeen van die bepalings van hierdie Ooreenkoms verleen. Aansoeke om vrystelling moet aan die Sekretaris van die Transvaal Gebiedsraad gerig word.

(2) Die Raad moet die voorwaardes vasstel waarop die vrystelling verleen word; met dien verstande dat die Raad, na goeddunke en nadat aan die betrokke persoon een week vooraf skriftelike kennis gegee is, enige vrystellingsertifikaat kan intrek, of die termyn waarvoor die vrystelling verleen was, verstryk het of nie.

(3) Die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n behoorlik ondertekende sertifikaat uitreik waarin vermeld word—

- (a) die volle naam van die betrokke persoon;
- (b) die bepalings van die ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word;
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Raad moet—

- (a) alle sertifikate wat uitgereik word in volgorde laat nommer;
- (b) 'n afskrif van elke sertifikaat wat uitgereik word laat behou, en 'n afskrif van elke sodanige uitgereikte sertifikaat aan die Afdelingsinspekteur van Arbeid vir die gebied ten opsigte waarvan die sertifikaat uitgereik is, laat stuur;
- (c) ingeval vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer laat stuur.

13. UITGAWES VAN DIE RAAD.

Vir die fondse van die Raad wat berus op en beheer word deur die Raad moet as volg voorsiening gemaak word:—

- (1) Elke werkgewer moet van die lone van elk van sy werknemers wat deur hierdie Ooreenkoms geraak word (behalwe graad D-werkmanne, algemene arbeiders, vakleerlinge en minderjariges gedurende die tydperk wat sodanige minderjariges sonder 'n leerlingkontrak ooreenkomstig die Wet op Vakleerlinge, 1944, in diens kan wees), 'n bedrag van 3d. per week aftrek.

(3) An employee shall be paid for meals and bed on the train. Where an employee by reason of his employment away from his usual working place, is required by his employer to live away from his usual domicile, board and lodging shall be paid or provided on the job.

(4) For the purpose of this section Sunday shall be considered to be an ordinary working day.

8. TERMINATION OF EMPLOYMENT.

(1) Not less than one clear working day's notice shall be given by the employer or employee to terminate a contract of service; provided that this shall not affect—

(a) the right of the employer or employee to terminate a contract of service without notice for any good cause recognised by law as sufficient;

(b) any agreement between the employer and employee providing for a longer period of notice than one clear working day; and further provided that the employer may pay to an employee wages for and in lieu of the prescribed or agreed period of notice.

(2) For the purpose of this section Saturday shall not be considered as a clear working day. Notice to terminate a contract of service at finishing time on Saturday shall be given prior to midday on Friday.

9. OUTWORK.

(1) The employer shall not require or allow any of his employees to undertake any general, mechanical, electrical or marine engineering work, including repairing or assembling, elsewhere than in his establishment, except when such work is in execution or completion of any order placed with such employer.

(2) No employee shall solicit or take orders for or undertake general, mechanical, electrical or marine engineering work, including repairing or assembling, on his own account for sale and/or for gain and/or on behalf of any other persons or firm whilst in the service of the employer.

10. ISSUE OF CERTIFICATES.

The employer shall not, after one month from the date of coming into operation of this Agreement, employ any person on journeyman's work scheduled in this Agreement, other than an employee who has completed his apprenticeship under a contract in terms of the Apprenticeship Act, or any other contract recognised by the Council, in any one of the classes of work scheduled as journeyman's work in this Agreement, unless such employee is in possession of a certificate recognised or issued by the Council enabling him to be employed on journeyman's work; provided that the employee shall be entitled to apply to the Council for a certificate enabling him to be employed on journeyman's work, and he may, if granted such certificate, be employed thereafter on the work scheduled as journeyman's work appearing in his certificate.

11. EMPLOYMENT OF PERSONS UNDER 15 YEARS OF AGE.

The employer shall not employ any person under the age of 15 years.

12. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement to the employer or employee. Applications for exemption shall be made to the Secretary of the Transvaal Regional Council.

(2) The Council shall fix the conditions subject to which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice has been given in writing to the person concerned, withdraw any licence of exemption even if the period for which such exemption was granted has not expired.

(3) The Council shall cause to be issued to every person to whom exemption has been granted a licence, duly signed, setting out—

- (a) the full name of the exempted person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted;
- (d) the period during which the exemption shall operate.

(4) The Council shall cause—

- (a) all licences issued to be numbered consecutively;
- (b) a copy of each licence issued to be retained and a copy of each licence issued to be forwarded to the Divisional Inspector of Labour of the area in respect of which the licence is issued;
- (c) a copy of the licence to be forwarded to the employer concerned when the exemption is granted to an employee.

13. EXPENSES OF THE COUNCIL.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided for in the following manner:—

- (1) The employer shall deduct from the wages of each of his employees affected by this Agreement (other than grade "D" operatives, general labourers, apprentices or minors during the period such minors may be employed without a contract of apprenticeship under the Apprenticeship Act, 1944), an amount of 3d. per week.

- (2) By die bedrag wat aldus afgetrek word, moet die werkgewer 'n gelyke bedrag voeg en die totale som uiterlik die vyftiende dag van elke maand aan die Raad opstuur, soos volg:—

Aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse gebiedsraad), Posbus 3998, Johannesburg.

14. INDIËNSNEMING VAN VAKVERENIGINGSARBEID.

(1) Geen werknemer wat nie 'n lid van een van die vakverenigings is nie mag deur 'n werkgewer wat 'n lid van een van die werkgewersorganisasies is in diens geneem word nie en geen werknemer wat 'n lid van een van die vakverenigings is mag by 'n werkgewer wat nie 'n lid van een van die werkgewersorganisasies is in diens tree nie; met dien verstande dat, behalwe soos bepaal in subartikel (2) hiervan, die toepassing van hierdie klousule in sy bestek beperk is tot—

- werknemers wat werk verrig wat in hierdie Ooreenkoms as vakmanswerk ingelys is; en
- ander werknemers vir wie 'n loonskaal van 2s. per uur en meer in die Ooreenkoms voorgeskryf is as die werknemers vir 'n tydperk van minstens ses maande in die nywerheid in diens was en vir lidmaatskap van een van die vakverenigings in aanmerking kom in ooreenstemming met hul onderskeie konstitusies.

(2) Die bepalings van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; Met dien verstande dat wanneer die immigrant te eniger tyd na die eerste drie maande van sy diensneming in die nywerheid weier om op versoek van die betrokke vakvereniging aansoek om lidmaatskap te doen die bepalings van hierdie artikel onmiddellik van toepassing word.

(3) Die Raad kan vrystelling van die bepalings van subartikel (1) om enige goeie en voldoende rede verleen en verder is die genoemde subartikel nie van toepassing op persone aan wie lidmaatskap van 'n party by hierdie Ooreenkoms na die Raad se mening sonder grondige rede geweier is en die applikant sodanige weiering aan die Raad gerapporteer het nie.

15. VERTONING VAN OOREENKOMS.

Elke werkgewer moet in of by die plek waar sy werknemers werk 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale vertoon en vertoon hou.

16. UITVOERING VAN DIE OOREENKOMS.

Die Raad is die liggaam wat vir die uitvoering van hierdie Ooreenkoms verantwoordelik is.

17. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel as agente om by die uitvoering van die bepalings van hierdie Ooreenkoms behulpzaam te wees. 'n Agent is geregtig om enige inrigting te betree en enige werkgewer of werknemer te ondervra en die aantekeninge van lone wat betaal, tyd wat gewerk en bedrae wat vir oortyd en bonuswerk betaal word, na te sien ten einde te kan bepaal of aan die bepalings van hierdie Ooreenkoms voldoen word.

18. LEWENSKOSTETOELAES.

(1) (i) Elke werkgewer moet aan elk van sy werknemers (behalwe daardie werknemers vir wie spesiale bepalings in Deel II van die Ooreenkoms vasgestel is) bo en behalwe enige ander besoldiging waarop die werknemer geregtig is, 'n lewenskoste-toelae soos volg betaal:—

Klas.	Loongroep.	Toelae per week as indeks-syfer = 1405.	Aanpassings.
I	Bo £5 per week.....	£ s. d. 2 5 3	± 7d. vir elke ± volle 5 punte verskil bo of onder 1405.
II	Bo £3. 10s. per week, maar nie bo £5 per week nie	1 19 0	± 6d. vir elke ± volle 5 punte verskil bo of onder 1405.
III	Bo £2 per week, maar nie bo £3. 10s. per week nie	1 4 0	± 3d. vir elke ± volle 5 punte verskil bo of onder 1405.
IV	£2 per week en minder..	0 19 2	± 3d. vir elke ± volle 5 punte verskil bo of onder 1405.

- (2) To the amount thus deducted the employer shall add an equal amount and forward the total sum to the Council not later than the fifteenth day of each month as follows:—

To the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg.

14. EMPLOYMENT OF TRADE UNION LABOUR.

(1) No employee who is not a member of one of the trade unions shall be employed by the employer and no employee who is a member of one of the trade unions shall work for an employer who is not a member of the employer's organisation; provided that, subject to sub-section (2) hereof, the application of this section shall be limited in its scope to—

- employees performing work scheduled in this Agreement as journeyman's work; and
- other employees for whom a wage rate of 2s. per hour and more is prescribed for in the Agreement, if such employees have been employed in the industry for a period of not less than six months and are eligible for membership of one of the trade unions in accordance with their respective constitutions.

(2) The provisions of this section shall not apply in respect of an immigrant during the first year after date of his entry into the Union of South Africa; provided that, if any immigrant has at any time after the first three months of his employment in the industry refused any invitation from the trade union concerned to apply for membership thereof, the provisions of this section shall immediately come into operation.

(3) The Council may grant exemption from the provisions of sub-section (1) for any good and sufficient reason and further, the said sub-section shall not apply to persons who are in the opinion of the Council refused membership of a party to this Agreement without reasonable cause, and the applicant has reported such refusal to the Council.

15. EXHIBITION OF AGREEMENT.

The employer shall affix and keep affixed in or at the place where his employees are working, a legible copy of this Agreement in both official languages.

16. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement.

17. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. An agent shall be entitled to enter the establishment of the employer and may question the employer or any employees and inspect the records of wages paid, time worked and payment made for overtime and bonus work, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

18. COST OF LIVING ALLOWANCES.

(1) (i) The employer shall pay to each of his employees (other than those employees for whom special provisions have been made in Part II of this Agreement), in addition to any other remuneration to which the employee is entitled, a cost of living allowance, as follows:—

Class.	Wage Group.	Allowance per Week when Index Figure = 1405.	Adjustments.
I	Exceeding £5 per week..	£ s. d. 2 5 3	± 7d. for each ± completed 5 points variation in Index above or below 1405.
II	Exceeding £3. 10s. per week but not exceeding £5 per week	1 19 0	± 6d. for each ± completed 5 points variation in Index above or below 1405.
III	Exceeding £2 per week but not exceeding £3. 10s. per week	1 4 0	± 3d. for each ± completed 5 points variation in Index above or below 1405.
IV	£2 per week and under.	0 19 2	± 3d. for each ± completed 5 points variation in Index above or below 1405.

(ii) Die toelaes wat ten opsigte van enige week aan 'n werknemer betaalbaar is, moet met een-sesde van die weeklikse toelaes vir elke dag waarop hy meer as 'n halwe skof afwesig is, verminder word volgens enige tydperk van afwesigheid van werk sonder die werkgever se toestemming, tensy die afwesigheid aan siekte of onbekwaamheid binne die bepalings van die Ongevalwet te wyte is, wanneer geen korting ten opsigte van die eerste week van die afwesigheid afgetrek moet word nie.

(iii) 'n Werkgever van wie vereis word om toelaes ten opsigte van 'n afwesigheid tydperk weens siekte te betaal, kan vereis dat die werknemer 'n doktersertifikaat ten opsigte van sodanige afwesigheid moet vertoon voordat betaling gedoen word.

(iv) Lewenskostetoelaes is betaalbaar tydens 'n tydperk van jaarlikse verlof met betaling; elke werkgever moet gedurende die kwalifiserings tydperk 'n *pro rata* bedrag daarvan betaal. Wanneer 'n werknemer 'n werkgever verlaat, moet enige betrokke vakansieverlofkrediet 'n krediet insluit van die lewenskostetoelaes betaalbaar ten opsigte van daardie gedeelte van die tydperk van jaarlikse verlof wat deur die vakansieverlofkrediet gedek word.

(2) Enige aanpassing in die skaal van lewenskostetoelaes wat volg uit 'n wysiging van die indekse, moet toegepas word vanaf die eerste betaaldag in die maand wat volg op die bekendmaking van die Maandelikse Bulletin van Statistiek waarin die wysiging bekendgemaak word.

(3) Die toelaes wat in paragraaf (1) voorgeskryf word moet op dieselfde tyd betaal word as wat die werknemer gewoonlik sy ander besoldiging ontvang.

(4) „Indekssyfer” beteken die beswaarde gemiddelde indekse met betrekking tot kos, brandstof, lig, huur en diverse vir die nege hoofstedelike gebiede in die Unie van Suid-Afrika, soos vasgestel deur die Direkteur van Sensus en Statistiek op die 1938-basis van 1,000 punte en bekendgemaak in die Maandelikse Bulletin van Statistiek, met behoorlike inagneming van die feit dat die 1938-basis van berekening van 1,000 na 100 verander is.

(5) Ten einde vas te stel binne watter loongroep dit beskou word dat 'n werknemer val, is sy loon die uurloon, ingelys vir die klas werk van dié werknemer, wat met 46 vermenigvuldig is.

19. KORTTYD.

'n Werkgever mag sy werknemers minder ure as wat in hierdie Ooreenkoms vasgestel is, laat werk as gevolg van—

(1) tekort aan werk en/of materiaal, in welke geval 'n werkgever sy werknemers twee volle werkdade kennis moet gee van sy voorneme om korttyd te werk en vir soveel as dit moontlik is die beskikbare werk onder die betrokke werknemers moet verdeel. As die werkgever van die werknemer uitdruklik verlang om op enige dag by die inrigting te verskyn om uit te vind of daar werk beskikbaar gemaak sal word, moet hy ten opsigte van so 'n dag minstens betaling vir vier uur se werk of betaling in plaas daarvan ontvang. As nie van die werknemer vereis word om by die inrigting te verskyn nie, moet die werkgever die werknemer op die werkdag onmiddellik voor die dag waarop hy nie behoefte te verskyn nie in kennis stel; of

(2) onvoorsiene noodgevalle en/of omstandighede buite die werkgever se beheer. Ingeval voornoemde omstandighede ontstaan, moet nie van die werkgever vereis word om lone aan sy werknemers te betaal nie, behalwe vir die tydperke wat werklik gewerk is; met dien verstande dat, as 'n werkgever glo dat werk hervat kan word en hy sy werknemers uitdruklik gelas om op 'n bepaalde dag vir werk by die inrigting te verskyn, hulle ten opsigte van so 'n dag ten minste vir vier uur se werk of betaling in plaas daarvan moet ontvang.

20. VAKANSIEVERLOFBONUS.

(1) As 'n werknemer vir vakansieverlof in aanmerking kom en hy met verlof gaan, moet hy 'n vakansieverlofbonus van £32. 10s. ontvang.

(2) Wanneer 'n werknemer se diens eindig, moet hy, ooreenkomstig die bepalings van artikel 6 (3) gekrediteer word met dieselfde aantal kwalifiseerskifte wat op sy krediet staan, en die geldekwivalent moet deur die werkgever aan die sekretaris van die Raad betaal word tesame met die geldekwivalent van die vakansieverlof waartoe die werknemer kragtens artikel 6 (5) geregtig is.

(3) Wanneer die geldekwivalent van die vakansieverlofbonus ingevolge subartikel (2) aan die Raad gestuur word, is die bepalings van subartikels (6), (7) en (8) van artikel 6 betreffende die geldekwivalent van die betaalde vakansieverlofkrediet *mutatis mutandis* van toepassing.

(4) Vakleerlinge, werksmanne graad D en algemene arbeiders is nie tot hierdie vakansieverlofbonus geregtig nie.

(5) As 'n werknemer sterf, of in die loop van sy dienstdadigheid onbekwaam word om sy werk voort te sit, is die bedrag wat verskuldig is ten opsigte van vakansieverlofbonus, betaalbaar aan sy boedel of aan homself, al na die geval.

21. VERSEKERING VAN GEREEDSKAP.

Elke werkgever moet by 'n geregistreerde versekeringsmaatskappy 'n polis uitneem vir versekering teen skade of vernietiging deur brand of die werkgever se persele van gereedskap wat die eiendom van sy vakman-, vakleerling- en masjiniwerknemers is. Die maksimum dekking kragtens hierdie artikel vir versekering van gereedskap is £25 (vyf-en-twintig pond) per bogenoemde werknemer.

(ii) The allowances payable to an employee in respect of any week shall be reduced by one-sixth of the weekly allowance for each day on which he is absent for a full shift, unless such absence is due to illness or a disablement falling within the provisions of the Workmen's Compensation Act, in which event no reduction shall be made in respect of the first week of such absence.

(iii) When the employer is required to pay any allowances in respect of any period of absence due to illness he may require the employee to produce a medical certificate satisfactory to the employer in respect of such absence before payment is made.

(iv) Cost of living allowance shall be payable during any period of paid annual leave, the employer during the qualifying period paying a *pro rata* proportion thereof. When an employee leaves the employer, any holiday leave credit concerned shall include a credit of the cost of living allowance payable in respect of that portion of the period of annual leave covered by the holiday leave credit.

(2) Any adjustment in the rate of cost of living allowance consequent upon a variation of the index shall be effected on the first pay-day in the month following publication of the Monthly Bulletin of Statistics reflecting such variation.

(3) The allowances referred to in sub-section (1) shall be paid at the same time as the employee ordinarily receives his other remuneration.

(4) "Index figure" means the weighted average index relating to food, fuel, light, rent and sundries for the nine principal urban areas in the Union of South Africa as assessed by the Director of Census and Statistics on the 1938 basis of 1,000 points and published in the Monthly Bulletin of Statistics, due regard being had to the fact that the 1938 basis of calculation has been altered from 1,000 to 100.

(5) For the purpose of ascertaining into which wage group an employee shall be deemed to fall, the hourly "wage rate" scheduled for the class of work of that employee multiplied by 46 shall be his wage.

19. SHORT TIME.

The employer may work his employees a lesser number of hours than are laid down in this Agreement, due to—

(1) shortage of work and/or materials, in which case the employer shall give his employees two clear working days' notice of his intention to work short time, and shall, as far as practicable, spread the work available among the employees affected. Where the employee is expressly required by the employer to report at the establishment on any one day for the purpose of ascertaining if work will be made available, he shall receive not less than four hours' work or pay in lieu thereof, in respect of such day. If the employee is not required to attend the establishment, the employer shall advise the employee on the working day immediately preceding the day on which he is not required to attend;

(2) unforeseen contingencies and/or circumstances beyond the control of the employer. In the event of the foregoing circumstances arising, the employer shall not be required to pay wages to his employees, except for the periods actually worked; provided that where the employer believes that resumption of work can be affected and expressly instructs his employees to present themselves for employment on a particular day, they shall receive not less than four hours' work or pay in lieu thereof, in respect of such day.

20. HOLIDAY LEAVE BONUS.

(1) When an employee qualifies for and proceeds on holiday leave he shall receive a holiday leave bonus of £32. 10s.

(2) When the employment of an employee terminates he shall be credited with the same number of qualifying shifts as stand to his credit in accordance with the provisions of section 6 (3), and the money equivalent shall be paid by the employer to the Secretary of the Council simultaneously with the money equivalent of the holiday leave to which the employee is entitled in terms of section 6 (5).

(3) Whenever the money equivalent of the holiday leave bonus is remitted to the Council in terms of sub-section (2), the provisions of sub-sections (6), (7) and (8) of section 6 relating to the money equivalent of the paid holiday entitlement shall *mutatis mutandis* apply.

(4) Apprentices, grade D operatives and general labourers shall not be entitled to qualify for or receive this holiday leave bonus.

(5) 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 holiday leave bonus shall be payable to his estate or himself, as the case may be.

21. INSURANCE OF TOOLS.

The employer shall take out an insurance policy with a registered insurance company insuring tools which are the private property of his journeyman, apprentice and machinist employees, against damage or destruction on the employer's premises by fire. The maximum cover under this section for insurance of tools shall be £25 (twenty-five pounds) per employee stated above.

DEEL II.

SPESIALE VOORWAARDES MET BETREKKING TOT
BEPAALTE SOORTE ARBEID HIERIN GENOEM.

Ondanks enigiets in hierdie bepalings vervat, is die bepalings met betrekking tot „Werkure” (artikel 3), „Oortydwerk en betaling vir werk op Sondae en bepaalde openbare vakansiedae” (artikel 4), „Betaling gedurende vakansie en werkloosheid” (artikel 6), „Betaling van verdienste” (artikel 5), „Vakansieverlofbonus” (artikel 20) en „Lewenskostetoelaes” (artikel 18) van Deel I van die Ooreenkoms, nie van toepassing op werknemers wat in diens is as graad D-werksmenne en algemene arbeiders op wie, behalwe soos andersins hierin bepaal, die orige bepalings van Deel I en die volgende spesiale bepalings toegepas moet word. (Die spesiale bepalings het voorrang, en moet voorrang geniet, ingeval van teenstrydigheid tussen hulle en die genoemde orige bepalings van Deel I.)

1. WERKURE.

Die gewone werkure vir alle werknemers mag nie meer as 46 in 'n week wees nie.

2. OORTYDWERK EN BETALING VIR WERK OP SONDAE EN SEKERE
OPENBARE VAKANSIEDAE.

(1) Alle tyd deur werknemers gewerk na voltooiing van die gewone skof moet as oortyd beskou word en daarvoor moet teen 1½ maal betaal word.

(2) Wanneer 'n werknemer, behalwe 'n wag, werk op Goeie-Vrydag, Geloftedag, Kersdag en Nuwejaarsdag, moet hy minstens die gewone loon vir een skof vir daardie besondere dag van die week ontvang en boonop moet hy teen die gewone loonskaal betaal word vir tyd werklik gewerk tot die voltooiing van die skof, waarna oortydloonskaal teen 1½ maal betaal moet word.

3. BETALING VAN VERDIENSTE.

(1) (a) Lone en oortydbetaling moet weekliks op of voor Vrydag betaal word op tye wat by die verskillende skofte inpas, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind. Voornoemde verdienste moet alle betalings insluit wat aan die werknemer verskuldig is en bereken word tot en met inbegrip van die skof wat op die vorige Maandag voltooi is.

(b) Elke werknemer moet by betaling 'n staat getoon word wat aantoon: Sy totale verdienste, betaling vir gewone tyd en oortyd, toelaes en aftrekkings. Hierdie staat moet besonderhede bevat van vakansieverlofbetaling wat by beëindiging van diens gedoen word.

(2) Vir die opleiding van 'n werknemer mag geen premie deur 'n werkgever gevra of anage neem word nie.

(3) Van die bedrae aan 'n werknemer betaalbaar ooreenkomstig hierdie Ooreenkoms mag geen ander bedrae van watter aard ook, behalwe die onderstaande, afgetrek word nie:—

(a) Vir kos of huisvesting of altwee, ooreenkomstig hierdie Ooreenkoms.

(b) Ingeval 'n werknemer van die werk afwesig is, insluitende afwesigheid gedurende verdere verlof toegestaan ter verlenging van dié waarvoor voorsiening gemaak is in artikel 4 van deel II van hierdie Ooreenkoms, 'n *pro rata* bedrag vir die duur van die afwesigheid.

(c) Op skriftelike versoek van die werknemer en met instemming deur die werkgever, aftrekkings op die voorwaardes en vir die doeleindes wat die werknemer in sy versoek moet noem.

(d) Enige bedrag wat deur 'n werkgever ten hoewe van 'n werknemer betaal is ingevolge 'n verpligting hom opgelê deur 'n wet, ordonnansie of regsgeding.

(e) As 'n werknemer van werk afwesig is as gevolg van die sluiting van 'n inrigting deur onderlinge ooreenkoms tussen die werkgever en minstens 75 persent van sy werknemers, 'n *pro rata* bedrag vir die tydperk van die afwesigheid.

(4) Indien werk in 'n inrigting of plek verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die lone van elke werknemer deur die werkgever aan hom uitbetaal word.

4. VERLOF MET BETALING.

(1) As 'n werknemer nie op Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgever hom ten opsigte van so 'n dag besoldiging betaal teen ten minste sy gewone skaal asof hy op so 'n dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(2) Die werkgever moet aan elke werknemer afwesigheidsverlof met volle betaling toestaan van minstens twee opeenvolgende weke, onderworpe aan onderstaande voorwaardes—

(a) Die kwalifikasie vir betaalde verlof is 298 skofte, met uitsondering van oortyd, wat werklik gewerk is op 'n grondslag van 'n sesdaagse week; met dien verstande dat—

(i) 'n tydperk van minder as 26 skofte gewerk, met uitsondering van oortyd, nie vir verlofdoeleindes tel nie;

(ii) die tydperk van die verlof mag nie saamval met 'n tydperk waarin 'n werknemer onder diensopsegging staan nie;

PART II.

SPECIAL CONDITIONS RELATING TO CERTAIN CLASSES
OF LABOUR HEREIN SPECIFIED.

Notwithstanding anything in these provisions contained, the provisions relating to “Hours of Work” (section 3), “Overtime and Payment for Work on Sundays and Certain Public Holidays” (section 4), “Payment of Earnings” (section 5), “Holiday and Unemployment Pay” (section 6), “Cost of Living Allowances” (section 18), and “Holiday Leave Bonus” (section 20), of Part I of this Agreement shall not apply to employees employed as grade D operatives and general labourers, to whom except as is otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. HOURS OF WORK.

The ordinary hours of work for all employees shall not exceed 46 hours in any one week.

2. OVERTIME AND PAYMENT FOR WORK ON CERTAIN
PUBLIC HOLIDAYS.

(1) All time worked in excess of the usual shifts shall be regarded as overtime and shall be paid for at the rate of time and one-third.

(2) Whenever an employee works on any of the following days, viz., Good Friday, Day of the Covenant, Christmas Day and New Year's Day, he shall receive not less than the ordinary rates for one shift for the particular day of the week and in addition shall receive ordinary rates for time actually worked until the completion of the shift whereafter overtime rates at the rate of time and one-third shall be paid.

3. PAYMENT OF EARNINGS.

(1) (a) Wages and overtime shall be paid weekly not later than Friday at times to fit in with the various shifts or upon termination of employment if this takes place before the ordinary pay-day. The aforesaid remunerations shall include all payments due to the employee calculated up to and including the shift completed on the preceding Monday.

(b) Each employee shall be shown a statement on payment showing his total earnings, ordinary time and overtime payments, allowances and deductions. Such statement shall include details of holiday leave made upon termination of employment.

(2) No premium for the training of an employee shall be charged or accepted by the employer.

(3) No deductions of any description other than the following may be made from the amounts payable in terms of this Agreement to any employee:—

(a) For board and lodging or both in accordance with this Agreement.

(b) Where an employee is absent from work, including absence during any holiday granted in extension of the holiday provided for in Part II, section 4, of this Agreement, a *pro rata* amount for the period of such absence.

(c) At the written request of the employee, and with the concurrence of the employer, deductions in such terms and for such purposes as the employee shall prescribe in his request.

(d) Any amount paid by the employer, compelled by law, ordinance or legal process, to make payment on behalf of an employee.

(e) Where an employee is absent from work, resultant on the closing of the establishment by mutual arrangement between the employer and not less than 75 per cent of the employees, a *pro rata* amount for the period of such absence.

(4) Where, in the establishment or place, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

4. PAID LEAVE.

(1) If an employee does not work on Good Friday, Day of the Covenant, Christmas Day and New Year's Day, the employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(2) The employer shall grant to every employee leave of absence on full pay of not less than two consecutive weeks subject to the following conditions:—

(a) The qualification for such paid leave shall be 298 shifts, exclusive of overtime, actually worked on a six-day working week basis; provided that—

(i) a period of less than 26 shifts worked, exclusive of overtime, shall not count for leave purposes;

(ii) the period of such leave shall not be concurrent with any period during which an employee is under notice of termination of employment;

- (iii) as Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag binne die verloftyd val, hierdie dae by die genoemde tyd as verdere verlof met volle betaling gevoeg moet word;
- (iv) elke afwesigheid van werk op instruksie of op versoek van die werkgewer (behalwe skorsing van diens as gevolg van wangedrag of pligsversuim) vir verlof met betaling meetel;
- (v) Elke afwesigheid as gevolg van siekte en/of ongeval van hoogstens 30 skofte in 'n enkele kwalifiseertyd vir betaalde verlof, vir verlofdoeleindes tel; met dien verstande dat die werkgewer die reg het om van 'n werknemer 'n doktersertifikaat te vereis, wat vir die werkgewer bevredigend is, ter staving van die oorsaak van die afwesigheid en voorts met dien verstande dat in die geval van afwesigheid as gevolg van 'n ongeval, dit erken is dat die ongeval binne die bepalings van die Ongevalwet val, met dien verstande dat as die werkgewer by wet verplig is om voorsiening te maak vir die sorg en behandeling van sy werknemers wanneer hulle siek is, hierdie werknemers nie verplig is om 'n doktersertifikaat in te dien nie;
- (vi) 'n werknemer wat van die werk wegbly sonder 'n grondige rede wat die werkgewer tevrede stel, ten opsigte van elke skof of werkdag deur hom gedurende sy afwesigheid verloor, vyf skofte vir sy betaalde verlofkwalifikasie gewerk, verloor, met 'n maksimum verbeuring van 30 skofte in een kwalifiseertydperk vir betaalde verlof.

- (b) die verlof moet binne vier maande van die datum af waarop dit verskuldig geword het, deur die werkgewer toegestaan word;
- (c) 'n werknemer moet sy verlof neem en is daartoe geregtig binne 'n tydperk van vier maande van die datum af waarop dit hom toekom, tensy vrystelling deur die Raad toegestaan is;
- (d) geen werknemer mag, solank hy met verlof is, lonende werk doen nie.

(3) Elke werknemer aan wie verlof toegestaan word onder sub-artikel (2) moet van die werkgewer betaling ten opsigte van die verlof ontvang, nie later as die laaste werkdag voor die aanvang van genoemde tydperk nie.

(4) By diensbeëindiging moet die werkgewer aan die werknemer sy volle betaling betaal—

- (a) ten opsigte van enige verlof wat vir hom opgeloopt het, maar nie voordat diensbeëindiging aan hom toegestaan is nie; en
- (b) ten opsigte van die proporsionele aantal kwalifiseerskofte tot sy krediet na die datum waarop hy laas ingeвоel subartikel (2) tot verlof geregtig geword het, of, in die geval van 'n werknemer wat minder as twaalf maande in diens was, nadat hy diens aanvaar het.

(5) Alle bedrae wat kragtens subartikel (3) of subartikel (4) aan 'n werknemer betaal word, moet bereken word teen die loonskaal wat die werknemer ontvang het op die dag waarop sy verlof verskuldig geword het of sy diens geëindig het, al na die geval. Ook moet hy 'n lewenskostetoelae kragtens artikel 5 van deel II van hierdie Ooreenkoms betaal word teen die skaal wat gegeld het toe die betaalde verlof geneem is, of sy diens beëindig is, al na die geval.

Vir die berekening van verlof ingevolge hierdie artikel verskuldig, moet dit beskou word dat diens begin van die datum waarop 'n werknemer by sy werkgewer in diens tree, of van die datum waarop hy laas tot jaarlikse verlof geregtig geword het, na gelang van die jongste datum.

5. LEWENSKOSTETOELAES.

Die werkgewer moet aan elkeen van sy werknemers, bo en behalwe enige ander besoldiging waartoe die werknemer geregtig is, en op dieselfde tyd as wat die werknemer gewoonlik sy ander besoldiging ontvang, 'n lewenskostetoelae betaal wat betaalbaar is kragtens Oorlogsmaatreël No. 43 van 1942, soos voortgesit by die Wette op Voortsetting van Oorlogsmaatreëls van 1948 (Wet No. 18 van 1948) en 1950 (Wet No. 29 van 1950).

6. LOSIES EN/OF INWONING.

Van geen werknemer kan as deel van sy dienskontrak vereis word om losies of inwoning of albei van die werkgewer aan te neem nie, of om goedere van sy werkgewer te koop of te huur nie. As 'n werknemer instem om losies of inwoning of albei van die werkgewer aan te neem, mag die werkgewer hoogstens 6s. per week aftrek as losies en inwoning verskaf word, of hoogstens 3s. 6d. per week slegs vir losies of 2s. 6d. per week slegs vir inwoning, mits inwoning deur die Raad en die betrokke plaaslike owerheid goedgekeur is.

- (iii) if Good Friday, Day of the Covenant, Christmas Day or New Year's Day fall within the period of such leave, such days shall be added to the said period as a further period of leave on full pay;
- (iv) any period of absence from work on the instructions or at the request of the employer (excluding suspension from duty due to any misdemeanour or neglect of duty) shall count for paid leave purposes;
- (v) any period of absence on account of sickness and/or accident aggregating not more than 30 shifts in any one qualifying period for paid leave, shall count for leave purposes; provided that the employer shall be entitled to call upon an employee for a medical certificate, satisfactory to the employer, in proof of cause of absence, and further provided that in the case of period of absence due to accident, such accident has been admitted as falling within the provisions of the Workmen's Compensation Act; provided that if the employer is by any law required to provide for the care and treatment of his employees while sick, such employees shall not be required to submit a medical certificate;
- (vi) any employee who absents himself from work without adequate reason satisfactory to the employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts worked towards his paid leave qualification, with a maximum penalty of 30 shifts in any one qualifying period for paid leave.

- (b) The holiday shall be granted by the employer so as to commence within a period of four months of due date,
- (c) The employee shall be entitled to, and shall take his holiday within a period of four months from due date, unless exemption be granted by the Council.
- (d) No employer shall engage in any employment for gain during the period of his holiday.

(3) Every employee to whom leave is granted under sub-section (2) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(4) Upon the termination of employment, the employer shall pay to the employee his full pay—

- (a) in respect of any period of leave which has accrued to him but was not granted before the termination of the employment; and
- (b) in respect of the proportionate number of qualifying shifts standing to his credit after the date on which he last became entitled to leave in terms of sub-section (2), or in the case of an employee who has been employed for less than twelve months, after the commencement of his employment.

(5) Any amount paid to an employee in terms of sub-section (3) or sub-section (4) shall be calculated at the rate of pay of which the employee was in receipt on the day his paid leave became due, or his employment terminated, as the case may be. He shall also be paid a Cost of Living Allowance in terms of section 5 of Part II of this Agreement at the rate ruling at the time paid leave is taken, or his employment terminates, as the case may be.

For the purpose of calculating leave due under this section, employment shall be deemed to commence from the date upon which an employee enters the employers service, or from the date on which he last became entitled to paid leave, whichever date is the later.

5. COST OF LIVING ALLOWANCE.

The employer shall pay to each of his employees, in addition to any other remuneration to which the employee is entitled, and at the same time the employee ordinarily receives his other remuneration, a cost of living allowance proclaimed as payable from time to time under War Measure No. 43 of 1942 as continued by the War Measures Continuation Acts of 1948 (Act No. 18 of 1948) and 1950 (Act No. 29 of 1950).

6. BOARD AND LODGING.

No employee shall be required as part of his contract of service to accept board or lodging or both from the employer, or to purchase any goods or hire any property from his employer. Where an employee agrees to accept board or lodging or both from the employer, the employer may deduct not more than six shillings per week when board and lodging is provided or not more than three shillings and sixpence per week for board only or two shillings and sixpence per week for lodging only; provided such lodging has been approved by the Council and the local authority concerned.

7. DIENSSERTIFIKATE.

'n Werkgewer moet, wanneer 'n werknemer dit by sy diensbeëindiging versoek, aan dié werknemer 'n dienssertifikaat uitreik waarin die volle naam van die werkgewer en dié van die werknemer, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die loonskaal op die datum van beëindiging aangegee is; met dien verstande dat as die loon van enige werknemer in hierdie Ooreenkoms vasgestel word volgens duur van diens, die werknemer verplig is om by diensverandering aan sy nuwe werkgewer 'n dienssertifikaat voor te lê sodat hy op die besoldiging ooreenkomstig duur van diens aanspraak kan maak.

DEEL III.

VERHOGINGS EN KWALIFISEERTYDPERKE.

(a) Die minimum en maksimum loonskaal, die skaal van verhogings en die kwalifiseerskifte wat op elke werk gewerk moet word, kom voor in artikels 2 en 3 van Deel IV van hierdie Ooreenkoms en is van toepassing op die klasse werknemers wat hierin genoem word, met dien verstande dat—

- (i) 'n nuweling-leerling by Amkor, met uitsondering van jeugdiges, in diens vir die werksaamhede uiteengesit in artikels 2 en 3 van Deel IV van hierdie Ooreenkoms, as 'n aflos-werksman moet begin teen 2s. per uur, en ten opsigte van elke 75 skifte gewerk 'n verhoging van 1½d. per uur ontvang totdat die ingelyste maksimum skaal van 2s. 6d. per uur vir hierdie werk bereik is. Die 300 skifte aldus gewerk en alle skifte daarna op die werk van aflos-werksman as sulks gewerk, tel nie mee as kwalifiseerskifte in 'n aangewese werk nie. Geen wysiging mag in bestaande skale gemaak word totdat die nuweling-leertyd voltooi is nie, ongeag die klas werk waarvoor die nuweling-leerling in diens kon gewees het;
- (ii) behalwe soos by (i) hiervan bepaal, 'n werknemer wat in 'n hoër betaalde betrekking aangestel is, by aanstelling minstens die ingelyste minimum skaal vir die werk betaal moet word, met dien verstande egter dat as die werknemer ooreenkomstig die bepaling van (iii) hiervan reeds vir 'n hoër skaal in die werk gekwalifiseer het, hy by aanstelling in die betrekking die hoër loonskaal betaal moet word. Verdere verhogings moet toegestaan word op grondslag van 1½d. per uur vir elke 75 kwalifiseerskifte op die werk gewerk totdat die ingelyste maksimum loonskaal vir die werk bereik is;
- (iii) 'n werknemer wat in 'n hoër betaalde betrekking aflos minstens die ingelyste minimum skaal vir die werk betaal moet word en verdere verhogings toegestaan moet word op grondslag van 1½d. per uur vir elke 75 skifte op die werk gewerk totdat die ingelyste maksimum loonskaal vir die werk bereik is; met dien verstande egter dat in alle gevalle waarin 'n werknemer in 'n hoër betaalde betrekking aflos, die skifte so gewerk eerstens gekrediteer moet word vir die laer betaalde betrekking in die direkte bevoororderingslyn totdat die kwalifiseertye vir die laer betaalde werke voltooi is. Daarna tel skifte wat in die hoër betaalde werk gewerk word, as kwalifiseerskifte vir hierdie hoër betaalde werk, en verdere verhogings moet toegestaan word op grondslag van 1½d. per uur vir elke 75 skifte gewerk in die werk totdat die ingelyste maksimum loonskaal vir die werk bereik is;
- (iv) 'n werknemer wat vir 'n onafgebroke tydperk van een uur of meer op 'n skof in 'n hoër betaalde werk aflos, met 'n volle kwalifiseerskof vir die tydperk gekrediteer moet word en as hy vir 'n hoër loonskaal gekwalifiseer is, hy teen die hoër skaal vir die volle skof betaal moet word;
- (v) die werkdae wat as gevolg van 'n ongeval verloor word wat erken word dat dit binne die bepaling van die Ongevalle-wet val, as kwalifiseerskifte gekrediteer moet word vir die werk waarin die werknemer aangestel is totdat die ingelyste maksimum skaal vir die werk bereik is, en daarna moet alle verdere skifte wat so verloor word, buite rekening gelaat word;
- (vi) die werkdae wat verloor word as gevolg van verpligte militêre opleiding kragtens die Verdedigingswet gekrediteer moet word as kwalifiseerskifte vir die werk waarin die werknemer aangestel is totdat die ingelyste maksimum loonskaal vir die werk bereik is, en daarna moet alle verdere skifte wat so verloor word, buite rekening gelaat word;
- (vii) die werkdae wat binne tydperke val waarin die werknemer gedagvaar is om hofsittings as getuie of jurielid by te woon, gekrediteer moet word as kwalifiseerskifte vir die werk waarin die werknemer aangestel is totdat die ingelyste maksimum skaal vir die werk bereik is en daarna moet alle verdere skifte wat so verloor word, buite rekening gelaat word.

7. CERTIFICATES OF SERVICE.

The employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination; provided that where, in this Agreement, the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to the employer on change of employment, in order to become entitled to such remuneration prescribed for length of service.

PART III.

INCREMENTS AND QUALIFYING PERIODS.

(a) The minimum and maximum rates of pay, the rate of increment and the qualifying shifts to be worked in each job are set out in sections 2 and 3 of Part IV of this Agreement and shall apply to the classes of employees enumerated herein provided that—

- (i) A newcomer learner to Amcor, excluding juveniles, employed on the operations set out in sections 2 and 3 of Part IV of this Agreement, shall commence as a Relief Operative at the rate of 2s. per hour, and shall receive in respect of every 75 shifts worked an increment of 1½d. per hour until the scheduled maximum rate of 2s. 6d. per hour for this job has been attained. The 300 shifts thus worked and any shifts subsequently worked in the job of Relief Operative as such shall not count as qualifying shifts in any designated job. No variation shall be made in the above rates until the newcomer learnership period has been completed, notwithstanding the class of work upon which the newcomer learner may be employed.
- (ii) Save as provided under (i) hereof an employee appointed to a higher paid job shall be paid on appointment not less than the scheduled minimum rate for such job, provided, however, that if the employee, in accordance with the provisions of (iii) hereof, has already qualified for a higher rate in such job, he shall, upon appointment to such job, be paid that higher rate of pay. Further increments shall be granted on the basis of 1½d. per hour for every 75 qualifying shifts worked in such job until the scheduled maximum rate of pay for such job has been attained.
- (iii) An employee relieving in a higher paid job shall be paid not less than the scheduled minimum rate for such job and further increments shall be granted on the basis of 1½d. per hour for every 75 shifts worked in such job until the scheduled maximum rate of pay for such job has been attained; provided however, that in all cases where an employee relieves in a higher paid job, the shifts so worked shall firstly be credited to the lower paid jobs in the direct line of promotion until the qualifying periods for the lower paid jobs are completed. Thereafter shifts worked in the higher paid job shall count as qualifying shifts for such higher paid job, and further increments shall be granted on the basis of 1½d. per hour, for every 75 shifts worked in such job until the scheduled maximum rate of pay for such job has been attained.
- (iv) An employee relieving in a higher paid job for a continuous period of one hour or more on any shift shall be credited with a full qualifying shift for such period and if qualified for a higher rate of pay shall be paid at the higher rate for the full shift.
- (v) The working days lost by reason of an accident admitted as falling within the provisions of the Workmen's Compensation Act shall be credited as qualifying shifts to the job in which the employee has been appointed until the scheduled maximum rate for such job has been attained, whereafter any further shifts so lost shall be disregarded.
- (vi) The working days lost by reason of compulsory attendance at Military Camp in terms of the Defence Act shall be credited as qualifying shifts to the job in which the employee has been appointed until the scheduled maximum rate for such job has been attained, whereafter any further shifts so lost shall be disregarded.
- (vii) The working days falling within any period during which the employee is subpoenaed to attend Court as a witness or juror shall be credited as qualifying shifts to the job in which the employee has been appointed, until the scheduled maximum rate for such job has been attained, whereafter any further shifts so lost shall be disregarded.

DEEL IV.

LOONSKALE DEUR AMKOR TOEGEPAS OP KLASSE ARBEIDERS WAT HIERNA GENOEM WORD.

Die werkgewer mag geen werknemer (behalwe 'n vakleerling) in diens op enigeen van die klasse werk wat in hierdie Ooreenkoms genoem word, lone en/of verdienste betaal wat laer is as dié teenoor die klasse genoem, betaal nie en geen werknemer mag lone en/of verdienste aanneem wat laer is as dié teenoor hierdie klasse genoem nie.

AFDELING 1.

- (1) *Vakmanswerk*.—Niemand behalwe 'n vakman of vakleerling mag sonder voorafgaande toestemming van die Nywerheidsraad in diens wees op werk wat hieronder genoem word nie:—

Grofsmedery en/of smee en/of vuursweis en/of ornamentale metaalwerk.....	} 3s. 9d. per uur.
Steen- en/of klipmesselwerk.....	
Timmerwerk.....	
Elektriese werk.....	
Pas en/of draai en/of masjienwerk en/of fynslypwerk.....	
Instrumente maak en/of herstel.....	
Motorwerktuigkunde.....	
Patrone maak.....	
Takelwerk.....	
Sweis, elektries en gas.....	

- (2) *Masjiniestewerk* (n.e.v. en wanneer gedoen deur 'n werknemer wat nie 'n vakman is nie.—Fatsoneer, gleuwe maak, skaaf, freeswerk (behalwe Universal-freesmasjiene), slyp (behalwe Universal-slypers) en die werk met ratsny- en draaimasjiengereedskap (behalwe senterdraaibanke en/of boormasjiene). Eerste leerjaar:—

Eerste ses maande.....	1s. 6d. per uur.
Tweede ses maande.....	1s. 9d. per uur.
Tweede leerjaar.....	2s. 3d. per uur.
Derde leerjaar.....	3s. 0d. per uur.
Daarna.....	3s. 6d. per uur.

OPMERKING.—(a) Werknemers wat ooreenkomstig hierdie bepalings werk, moet toegelaat word om hulle eie werk op te stel, hulle eie gereedskap te slyp en op te stel en volgens en met fynmeetinstrumente te werk, insluitende liniale, speermate en dergelikes. Leerlinge moet geleer word om hulle eie werk op te stel, hulle eie gereedskap te slyp en op te stel en volgens en met fynmeetinstrumente te werk.

- (b) Niemand mag onder hierdie voorwaardes in diens geneem word teen betaling van minder as 3s. 6d. per uur nie, behalwe met voorafgaande toestemming van die Raad en onder 'n leerlingkontrak. Hierdie kontrakte moet in die vorm wees wat die raad van tyd tot tyd voorskryf en moet by die Hoofkantoor van die Raad geregistreer wees, en moet die groep masjiengereedskap voorskryf in verband waarmee die leerling opgelei moet word. Leerlinge moet die goedgekeurde tegniese opleiding ontvang wat dwarsdeur die leertyd deur die Raad vasgestel word, en dit is 'n voorafgaande voorwaarde by goedgekeuring van 'n kontrak dat die leerling die geriewe verskaf moet word om hierdie goedgekeurde tegniese opleiding te ondergaan.

- (3) *Minderjariges* in bedrywe aangewys kragtens die Wet op Vakleerlinge, 1944, gedurende die dienstyd wat vakleerlingskap voorafgaan, 5½d. per uur.

- (4) *Werksmanne, graad D.*

Graad D/1.

Kraghamerbediener.....	} Eerste ses maande ervaring, 9½d. per uur. Daarna 10½d. per uur.
Grofsmid se voorslaner.....	
Ketelstoker.....	
Magasynmeestersjong (behalwe arbeider)	

Graad D/2.

Roeswerende lae skilder.....	} Eerste ses maande ervaring, 8½d. per uur. Daarna 9½d. per uur.
Afval stukkend sny.....	
Skoonslyp, met die hand en/of met slyp- en/of draagbare kraggereedskap werk.....	
Vashou.....	
Metaalpoleerder bedien.....	
Olie en/of smeer van masjinerie, indien voltyds so in diens.....	
Skroefwerk by herhaling met stempelkoppe en/of tappe.....	
Enemmel en/of verf aanspuit.....	

- (5) *Algemene arbeiders*..... 7½d. per uur.

PART IV.

WAGE SCHEDULES APPLICABLE TO CLASSES OF LABOUR, HEREINAFTER ENUMERATED, EMPLOYED BY AMCOR.

The employer shall not pay to any employee (other than an apprentice) engaged on any of the classes of work specified in this Agreement, wages and/or earnings lower than those stated against such classes, and no employee shall accept wages and/or earnings lower than those stated against such classes.

SECTION 1.

- (1) *Journeyman's Work*.—No person other than a journeyman or apprentice may be employed on work classified hereunder without the prior permission of the Industrial Council:—

Blacksmithing and/or forging and/or firewelding and/or ornamental metal working.....	} 3s. 9d. per hour.
Bricklaying and/or masonry.....	
Carpentering.....	
Electrical work.....	
Fitting and/or turning and/or machining and/or precision grinding.....	
Instrument making and/or repairing.....	
Motor mechanic's work.....	
Patternmaking.....	
Rigging.....	
Welding, electric and/or gas.....	

- (2) *Machinist's work* (n.e.s. and when performed by an employee other than a journeyman).—Shaping, slotting, planing, milling (excluding universal millers), grinding (excluding universal grinders) and the operation of gear cutting and rotary machine tools (excluding centre lathes and/or boring mills). First year of learnership:—

First six months.....	1s. 6d. per hour.
Second six months.....	1s. 9d. per hour.
Second year of learnership.....	2s. 3d. per hour.
Third year of learnership.....	3s. 0d. per hour.
Thereafter.....	3s. 6d. per hour.

NOTE.—(a) Employees employed in terms hereof shall be permitted to set up their own work, grind and set their own tools and work to and with precision measuring instruments, including rules, calipers and the like. Learners shall be trained to set up their own work, grind and set their own tools and work to and with precision measuring instruments.

- (b) No person shall be employed under these provisions at a rate of pay of less than 3s. 6d. per hour, except with the prior consent of the Council and under a learnership contract. Such contracts, shall be in the form prescribed by the Council from time to time and shall be registered with and at the Head Office of the Council, shall prescribe the group of machine tools in the use of which a learner shall be trained. Learners shall undergo such approved technical instruction as may be determined by the Council throughout the period of learnership, and it shall be a condition precedent in the approval of any contract that the learner shall be given facilities to undergo such approved technical instruction.

- (3) *Minors* employed in trades designated under the apprenticeship Act, 1944, during the pre-apprenticeship period of employment 5½d. per hour.

- (4) *Grade D Operative's Work.*

Grade D/1.

Power hammer driver.....	} First six months of experience 8½d. per hour. Thereafter 10½d. per hour.
Blacksmith's striker boy.....	
Boiler stoker.....	
Storemen's boy (other than labourer)	

Grade D/2.

Painters of anti-corrosive coatings..	} First six months of experience 8½d. per hour. Thereafter 9½d. per hour.
Scrap cutter.....	
Fettler, operating by hand and/or by grinding and/or by portable power tools.....	
Holderup.....	
Metal buffing and/or polishing operator.....	
Oiler and/or greaser of machinery where so employed in a full time capacity.....	
Screw on repetition work with die heads and/or taps.....	
Sprayer of enamel and/or paint....	

- (5) *General Labourers*..... 7½d. per hour.

AFDELING 2.

VEREENIGING-WERKE.

Bedryf.	Minimum skaal per uur.	Maksimum skaal per uur.	Getal verhogings van 1½d. per 75 skofte.
	s. d.	s. d.	
Eerste werker by elektriese oonde.....	3 7½	*4 6	7
Tweede werker by elektriese oonde.....	3 4½	3 6	1
Eerste tenkoondman.....	3 10½	4 0	1
Tweede tenkoondman.....	3 3	3 9	4
Regstaan-werksman.....	3 0	3 4½	3
Eerste aftapper, tenkoonde	3 0	3 1½	1
Tweede aftapper, tenkoonde	2 7½	2 10½	2
Potman.....	3 0	3 3	2
Smeerder.....	3 3	3 6	2
Bediener, afwerkwerf.....	2 7½	2 10½	2
Maker van elektrode-omhulsels.....	2 7½	3 6	7
Oondvoerder.....	2 7½	2 10½	2
Dieselkodywer.....	3 0	3 9	6
Vragmotorbestuurder (tot 5 ton).....	2 7½	2 10½	2
Afloskraandrywer.....	3 9	3 9	—
No. 1 kraandrywer.....	3 7½	3 7½	—
No. 2 kraandrywer.....	3 7½	3 7½	—
No. 3 kraandrywer.....	3 0	3 6	4
Afloswerksman.....	2 0	2 6	4

* Terwyl hy staal maak.

AFDELING 3.

KOOKFONTEIN-WERKE.

Bedryf.	Minimum skaal per uur.	Maksimum skaal per uur.	Getal verhogings van 1½d. per 75 skofte.
	s. d.	s. d.	
Eerste werker, raffineeroonde.....	3 7½	*4 6	7
Tweede werker, raffineeroonde.....	3 4½	3 6	1
Potman.....	3 0	3 3	2
Tenkoondman.....	3 7½	4 0	3
Gietwerker.....	3 1½	3 6	3
Maker van elektrode-omhulsels.....	2 7½	3 6	7
Bediener by grondstowwe.	2 7½	2 10½	2
Algemene bediener.....	3 4½	3 4½	—
Oondvoerder.....	3 0	3 4½	3
Smeerder.....	3 3	3 6	2
Dieselkodywer.....	3 0	3 9	6
Bediener by klaarprodukte	2 7½	3 0	3
Vragmotorbestuurder (tot 5 ton).....	2 7½	2 10½	2
Afloskraandrywer.....	3 9	3 9	—
No. 1 kraandrywer, gietwerf.....	3 7½	3 7½	—
No. 2 kraandrywer, gietwerf.....	3 7½	3 7½	—
No. 3 kraandrywer, afwerkwerf.....	3 1½	3 6	3
No. 4 kraandrywer, afwerkwerf.....	3 1½	3 6	3
Afloswerksman.....	2 0	2 6	4

* Terwyl hy staal maak.

Namens die partye, soos gemagtig, hede die 26ste dag van Junie 1952, in Johannesburg geteken.

C. M. KRUGER,
Verteenwoordiger van die Raad.

J. A. KRUGER,
Verteenwoordiger van die Raad.

W. A. COULL,
Verteenwoordiger van die Raad.

SECTION 2.

VEREENIGING WORKS.

Designation.	Minimum Rate per Hour.	Maximum Rate per Hour.	Number of 1½d. Increases per 75 Shifts.
	s. d.	s. d.	
First hand, electric furnaces	3 7½	*4 6	7
Second hand, electric furnaces.....	3 4½	3 6	1
First tank furnaceman.....	3 10½	4 0	1
Second tank furnaceman.....	3 3	3 9	4
Standby operator.....	3 0	3 4½	3
First tapper, tank-furnaces	3 0	3 1½	1
Second tapper, tank-furnaces.....	2 7½	2 10½	2
Ladleman.....	3 0	3 3	2
Lubricator.....	3 3	3 6	2
Finishing bay attendant.....	2 7½	2 10½	2
Electrode casing-maker.....	2 7½	3 6	7
Furnace inputman.....	2 7½	2 10½	2
Diesel loco-driver.....	3 0	3 9	6
Lorry-driver (up to 5 tons)	2 7½	2 10½	2
Relief crane-driver.....	3 9	3 9	—
No. 1 crane-driver.....	3 7½	3 7½	—
No. 2 crane-driver.....	3 7½	3 7½	—
No. 3 crane-driver.....	3 0	3 6	4
Relief operative.....	2 0	2 6	4

* Whilst making steel.

SECTION 3.

KOOKFONTEIN WORKS.

Designation.	Minimum Rate per Hour.	Maximum Rate per Hour.	Number of 1½d. Increases per 75 Shifts.
	s. d.	s. d.	
First hand, refining furnaces	3 7½	*4 6	7
Second hand, refining furnaces.....	3 4½	3 6	1
Ladleman.....	3 0	3 3	2
Tank furnaceman.....	3 7½	4 0	3
Casting operator.....	3 1½	3 6	3
Electrode casing-maker.....	2 7½	3 6	7
Raw materials attendant.....	2 7½	2 10½	2
General operator.....	3 4½	3 4½	—
Furnace inputman.....	3 0	3 4½	3
Lubricator.....	3 3	3 6	2
Diesel loco-driver.....	3 0	3 9	6
Finished products attendant	2 7½	3 0	3
Lorry-driver (up to 5 tons)	2 7½	2 10½	2
Relief crane-driver.....	3 9	3 9	—
No. 1 crane-driver, casting bay.....	3 7½	3 7½	—
No. 2 crane-driver, casting bay.....	3 7½	3 7½	—
No. 3 crane-driver, finishing bay.....	3 1½	3 6	3
No. 4 crane-driver, finishing bay.....	3 1½	3 6	3
Relief operative.....	2 0	2 6	4

* Whilst making steel.

Signed at Johannesburg as authorised for and on behalf of the Parties this 26th day of June, 1952.

C. M. KRUGER,
Representative of the Council.

J. A. KRUGER,
Representative of the Council.

W. A. COULL,
Representative of the Council.

INVOERDERS UITVOERDERS NYWERAARS

teken in op



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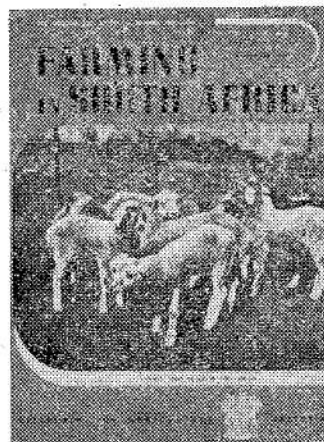
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