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

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

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

*No. 248.] [30 Januarie 1953.
NYWERHEID-VERSOENINGSWET, 1937.

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

AFDELING RADIO-, VERKOELINGS- EN HUIS-
HOUDELIKE ELEKTRIESE TOESTELLE.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

(a) 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 Metaalnywerheid betrekking het vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 9de dag van Maart 1954, bindend is op die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede van daardie organisasie of daardie vereniging is;

(b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in genoemde Ooreenkoms uitgesonderd klousules 1 (2) en 6 (a) (3), vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 9de dag van Maart 1954, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Provinsie Transvaal; en

(c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in genoemde Ooreenkoms uitgesonderd klousules 1 (2), 5, 6 (a) (2) en 6 (a) (3), vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig op die 9de dag van Maart 1954, in die Provinsie Transvaal *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

*No. 248.] [30 January 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

IRON, STEEL, ENGINEERING AND METAL-
LURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC
ELECTRICAL APPLIANCES DIVISION.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

(a) 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 Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 9th day of March, 1954, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;

(b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 1 (2) and 6 (a) (3), shall be binding from the second Monday after date of publication of this notice and for the period ending the 9th day of March, 1954, upon the other employers and employees engaged or employed in the said Industry in the Province of the Transvaal; and

(c) In terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of the Transvaal and from the second Monday after date of publication of this notice and for the period ending the 9th day of March, 1954, the provisions contained in the said Agreement excluding clauses 1 (2), 5, 6 (a) (2) and 6 (a) (3), shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression “employee” contained in section *one* of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

BYLAE.

NASIONALE NYWERHEIDSRAAD VIR DIE YSTER-, STAAL-, INGENIEURS- EN METAALNYWERHEID.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit tussen die

Radio, Refrigeration and Electrical Appliance Association of South Africa

(hierna „die werkgewers” of „die werkgewersorganisasie” genoem) aan die een kant en die

S.A. Electrical Workers' Association

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

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

BYLAE.

1. BESTEK EN GELDIGHEIDSDUUR VAN OOREENKOMS.

(1) Hierdie Ooreenkoms moet dwarsdeur die Provinsie Transvaal nagekom word deur alle werkgewers en werknemers wat radio's en/of yskaste en/of huishoudelike elektriese toerusting installeer en/of heelmaak en/of bedien, en wat lede is onderskeidelik van die werkgewersorganisasie en die vakvereniging; met dien verstande dat dit slegs op vakleerlinge van toepassing is vir sover dit nie met die Wet op Vakleerlinge, 1944, of met voorwaardes wat daarkragtens vasgestel is, strydig is nie.

(2) Die Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet vasstel en bly in werking vir dieselfde tydperk as die Ooreenkoms wat by Goewermentskennisgewing No. 421 van 29 Februarie 1952 gepubliseer is, sodat dit op dieselfde datum verstryk.

2. LONE EN/OF VERDIENSTE.

Geen werkgewer mag werknemers wat die klasse werk doen wat hierna genoem word (buiten vakleerlinge) kleiner lone en/of verdienste betaal as wat teenoor dié klasse aangegee word nie, en geen werknemer mag 'n kleiner loon en/of verdienste aanneem nie.

Tarief 1.

Werktuigkundige vir huishoudelike toerusting ... 3s. 9d. per uur.
Yskaswerktuigkundige ... 3s. 9d. per uur.
Radiotrisiën ... 3s. 9d. per uur.

L.W.—Vir die toepassing van hierdie klousule beteken—

„werktuigkundige vir huishoudelike toerusting”, „yskaswerktuigkundige” of „radiotrisiën” 'n werknemer wat een of meer van die volgende klasse werk verrig:—

Diagnoseer van defekte in, of aanwysing of uitvoer van reparasies of verstellers aan, bediening van, oprig en/of installering, of toesig oor oprig en/of installering van stowe, yskaste en huishoudelike elektriese toerusting, radio's en/of draadlose instrumente en elektriese toestelle wat geluid weergee en die uitvoer van finale toets of toesig daaroor, maar nie die verbinding (of losmaak) van bestaande uitlaatlus en/of oprig van radiolugdrade of werk in verband met die vervaardiging van sulke toerusting, toestelle of instrumente nie;

„huishoudelike elektriese toerusting” enige toerusting wat hoofsaaklik vir huishoudelike doeleindes bedoel is en met elektrisiteit werk of elektrisiteit verbruik.

Tarief 12.

Algemene arbeider ... 7½d. per uur.

3. BETALING VIR VERLOF EN WERKLOOSHEID.

(1) Betalings vir verlof waarvoor in hierdie artikel voorsiening gemaak word, moet bereken word teen die kontrakloonskaal waarteen die werknemer betaal word op die datum waarop hy kwalifiseer, behalwe in die geval van werknemers wat volgens 'n aansporingsbonusstelsel werk en wie se betalings vir verlof bereken moet word op die gemiddelde weeklikse verdienste, sonder oortyd, oor die voorafgaande drie maande wat werklik gewerk is voordat die verlof verskuldig geword het, of, na gelang van die korste, die weke wat werklik gedurende die tydperk van diens gewerk is.

(2) Alle geproklameerde openbare vakansiedae is vakansiedae met betaling ten opsigte waarvan 'n werknemer minstens teen sy gewone skaal van besoldiging betaal moet word asof hy op daardie dag sy gemiddelde gewone werke vir daardie dag van die week gewerk het; met dien verstande dat hierdie subklousule nie geld vir 'n werknemer wat ingevolge subklousule (3) met betaalde verlof is nie.

Vir doeleindes van hierdie subklousule moet die gewone uurloon van werknemers wat aansporingsbonuswerk doen, die skaal wees wat in hierdie Ooreenkoms voorgeskryf word vir die klas werk wat gedoen word.

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 the—

Radio, Refrigeration and Electrical Appliance Association of South Africa.

(hereafter referred to as “the employers” or “the employers' organisation”) of the one part, and the

S.A. Electrical Workers' Association

(hereafter referred to as “the employees” or “the trade union”) of the other part,

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

SCHEDULE.

1. SCOPE AND PERIOD OF APPLICATION OF AGREEMENT.

(1) The terms of this Agreement shall be observed throughout the Province of the Transvaal by all employers and employees engaged in the installation and/or repair and/or servicing of radios and/or refrigeration and/or domestic electrical appliances who are members of the employers' organisation and trade union respectively; 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) The terms of the 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. WAGES AND/OR EARNINGS.

No employer shall pay to employees (other than apprentices) engaged on any of the classes of work hereinafter specified, 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.

Rate 1.

Domestic Appliance Mechanic's work... 3s. 9d. per hour.
Refrigerator Mechanic's work... 3s. 9d. per hour.
Radiotrician's work... 3s. 9d. per hour.

NOTE: For purposes of this section—

“Domestic appliance mechanic's work” or “Radiotrician's work” or “refrigerator mechanic's work” means one or more of the following classes of work:—

Diagnosing of faults in, or directing or executing repairs or adjustments to, or servicing, erecting and/or installing or supervising the erection and/or installation of ranges, refrigerators and domestic electrical appliances, radio and/or wireless instruments and electrical sound-reproducing apparatus, and the carrying out of final tests or the supervision of such operations, but does not include connecting up to (or disconnecting from) existing outlets and/or the erection of radio aerials, or work done in connection with the manufacture of such appliances, apparatus and instruments.

“Domestic electrical appliance” means any appliance designed to be used mainly for domestic household purposes and operating by or using electricity.

RATE 12.

General labouring... 7½d. per hour.

3. HOLIDAY AND UNEMPLOYMENT PAY.

(1) Holiday payments 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, except in the case of employees employed on incentive bonus work, whose holiday payments shall be computed on the average weekly earnings exclusive of overtime over the last three months actually worked prior to the holiday becoming due, or, whichever is the lesser, for the weeks actually worked during the period of employment.

(2) All proclaimed public holidays shall be paid holidays in respect of which an employee shall be paid 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 this sub-section shall not apply to an employee who is on paid holiday in terms of sub-section (3) of this section. For purposes of this sub-section, the ordinary hourly rates of employees employed on incentive bonus work shall be the rate specified in this Agreement for the class of work being performed.

(3) Elke werknemer is kragtens hierdie Ooreenkoms gereg-
tig op twee agtereenvolgende weke verlof met betaling, onder-
worpe aan die volgende voorwaardes:—

- (a) Kwalifisering vir verlof is 290 skofte, sonder oortyd wat
werklik op die basis van 'n sesdaagse werkweek gewerk
is, of 50 kalenderweke in die geval van 'n werknemer wat
'n vyfdaagse week werk; met dien verstande dat—
- (i) behoudens soos bepaal in subparagraaf (ii) hiervan,
diens vir minder as 30 skofte, of, na gelang van die
geval, vyf kalenderweke, by dieselfde werkgever nie
vir verlofdoeleindes meetel nie; met dien verstande
dat 'n werknemer wat na hy 18 skofte, of na gelang
van die geval, drie kalenderweke gewerk het, tydelik
buite werk gestel word, gekrediteer moet word met
die getal skofte, of kalenderweke, wat werklik vir
verlofdoeleindes gewerk is;
 - (ii) wanneer 'n werknemer se diens by dieselfde werk-
gever kragtens (i) hiervan onderbreek word en hy
weer by dieselfde werkgever in diens tree, moet hy
vir verlofdoeleindes gekrediteer word met die totale
getal skofte of, na gelang van die geval, kalenderweke
wat hy by daardie werkgever in diens was; met dien
verstande dat hy nie intussen vir 'n ander werkgever
werk nie;
 - (iii) alle tydperke van afwesigheid wat tesame hoogstens
52 skofte of, na gelang van die geval, 8½ kalen-
derweke in 'n jaar diens bedra, moet vir verlofdoeleindes
meetel; met dien verstande ewewel dat 'n werkgever
die reg het om van 'n werknemer te vereis dat 'n
doktersertifikaat as bewys van die rede vir afwesig-
heid voorgelê word. Tydperke van afwesigheid
weens ongevalle wat uit en in die loop van die werk-
nemer se diens ontstaan, moet vir verlofdoeleindes
meegetel word; met dien verstande dat daardie onge-
luk erken word dat dit binne die bepalings van die
Ongevallewet val en die tydperke van afwesigheid
wat vir verlofdoeleindes meegetel moet word, die
tydperke van onbekwaamheid is soos in die genoemde
Wet toegelaat word;
 - (iv) elke werknemer wat sonder 'n vir sy werkgever
bevredegende rede van sy werk wegbly, verbeur ten
opsigte van elke skof of werkdag wat deur hom
gedurende die afwesigheid verloor word, vyf skofte,
of na gelang van die geval, 5/6des van 'n week
wat vir verlofdoeleindes gewerk is, met 'n maksimum
boete van 30 skofte of vyf kalenderweke in 'n
kwalifiseringstydperk vir verlof met betaling; met
dien verstande dat die werkgever binne sewe dae
na die afwesigheid die Raad skriftelik daarvan in
kennis moet stel.
- (b) Die verlof moet drie naweke insluit en vir 'n ononder-
broke tydperk wees.
- (c) Wanneer 'n geproklameerde openbare vakansiedag binne
die verloftydperk val, moet die tydperk met een dag
met volle betaling vir elke sodanige dag verleng word.
- (d) Aansoek om verlof moet binne een maand voor die
datum waarop hy op verlof geregtig is, deur die werk-
nemer gedoen word.
- (e) Die verlof moet so deur die werkgever toegestaan word
dat dit binne 'n tydperk van vier maande begin vanaf
die datum waarop dit verskuldig geword het.
- (f) 'n Werknemer het reg op sy verlof en moet dit neem
binne 'n tydperk van vier maande vanaf die datum
waarop dit verskuldig geword het, tensy vrystelling deur
die Raad verleen word.
- (g) Geen werknemer mag gedurende sy verlof vir winsbejag
diens verrig nie.
- (4) (a) Wanneer 'n werknemer op die punt staan om sy
verlof te neem, moet die geld wat vir die doeleindes van die
verlof aan hom betaalbaar is, deur sy werkgever in kontant
aan hom uitbetaal word by staking van sy werk om met verlof-
te gaan.
- (b) Die werkgever moet terselfdertyd dat die betalings wat
in (a) voorgeskryf word, gedoen word, 'n verlofkwansebewys,
in die vorm wat vir die Raad aaneemlik is en wat voorsien is
van die werknemer se handtekening as bewys vir die bogenoemde
betaling, aan die Raad stuur.
- (5) Wanneer 'n werknemer se diens eindig voordat hy op
verlof met betaling kragtens subartikel (3) van hierdie artikel
geregtig geword het, moet hy met die eweredige getal skofte
of na gelang van die geval, kalenderweke gekrediteer word.
Die werkgever moet aan die werknemer by diensverlating 'n
bewys uitreik wat die getal skofte of, na gelang van die geval,
kalenderweke wat vir verlofdoeleindes meetel, aantoon en
onmiddellik die kontantekwivalent van die verlof waarop die
werknemer reg het aan die Sekretaris van die Raad opstuur.
- (6) (a) Wanneer die tydperk van werkloosheid tussen twee
indiensnemings meer as ses dae beloop, het 'n werknemer wat
sy bewys, of bewyse, aanbid by die Nywerheidsraad, reg op
betaling gedurende iedere week van sy werkloosheid teen die
bedrag waarmee hy gekrediteer staan van 'n som van minstens
£2, of, na gelang van die kleinste, die bedrag waarmee hy
gekrediteer staan, maar na gelang van die grootste, hoogstens
halwe betaling teen die skaal wat hy ontvang het toe die werk-
loosheid begin het, totdat die krediet wat in die bewys, of
bewyse, aangetoon word, uitgeput is. Wanneer die werk-
nemer weer werk kry voordat die krediet uitgeput is, dan
moet hy met die onbetaalde bedrag in die boeke van die Raad
gekrediteer word en daardie bedrag moet vir hom beskikbaar

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

- (a) The qualifications for such holiday shall be 290 shifts,
exclusive of overtime, actually worked on a six-day work-
ing week basis, or 50 calendar weeks of employment in
the case of an employee working on a five-day week basis;
provided that—
- (i) Subject to sub-paragraph (ii) hereof, employment for
less than 30 shifts or five calendar weeks, as the case
may be, with the same employer shall not count for
leave purposes; provided that an employee who is laid
off after working 18 shifts or three calendar weeks,
as the case may be, shall be credited with the number
of shifts or calendar weeks actually worked for leave
purposes;
 - (ii) where an employee's service with the same employer
is broken in terms of (i) hereof, and he resumes work
for the same employer, he shall be credited for
holiday leave purposes with the total number of shifts
or calendar weeks, as the case may be, worked with
such employer, provided that he does not work for
another employer in the interim;
 - (iii) any periods of absence on account of sickness aggre-
gating not more than 52 shifts or 8-2/3rds. calendar
weeks, as the case may be, in any one year of service,
shall count for holiday purposes, provided that an
employer shall be entitled to call upon an employee
for a medical certificate in proof of the cause of
absence. Periods of absence on account of an accident
arising out of and in the course of the employer'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 periods of absence counting for holiday pur-
poses shall be the periods of disablement admitted by
the said Act.
 - (iv) Any employee who absents himself from work with-
out adequate reason satisfactory to his employer shall,
in respect of each shift or working day lost by him
during such absence, forfeit five shifts or 5/6ths of a
week, as the case may be, worked towards his holiday
qualification, with a maximum penalty of 30 shifts or
five calendar weeks, 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 seven days of such absence.
- (b) The holiday shall include three week-ends and be for one
unbroken period.
- (c) Should any proclaimed public holiday fall within the period
of the holiday, such period shall be extended by one day
with full pay for each such day.
- (d) Application for holiday leave shall be made by an employee
within one month prior to 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) (a) 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 his employer on his ceasing work to go
on holiday.

(b) The employer shall at the time of making the payments
referred to in (a) forward to the Council a holiday receipt voucher
drawn up in the form acceptable to the Council and containing
the employee's signature as a receipt for the above payment.

(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 or calendar weeks of employment, as the case
may be. The employer shall furnish the employee, at the time he
leaves his service, with a voucher setting out the number of shifts
or calendar weeks of employment, as the case may be, 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) Where the period of unemployment between one engage-
ment and another is more than six days, an employee on
presenting his voucher or 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 unem-
ployment 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

gehou word ooreenkomstig die voorgaande bepalings wanneer hy of vir sy volgende verlof kwalifiseer, of vir 'n tydperk van langer as ses dae werkloos word.

(b) Elke werknemer wat aanspraak maak op betaling kragtens paragraaf (a) van hierdie subartikel en dit ontvang moet, wanneer hy weer in die nywerheid werk kry, begin kwalifiseer vir verlof van die datum van die indienstelling; met dien verstande dat as daar 'n onopgevaagde balans is waarmee hy kragtens hierdie artikel gekrediteer moet word, hy met daardie balans gekrediteer moet word.

(7) Wanneer 'n werknemer sterf, of in die loop van sy werk onbekwaam word om sy vak verder uit te oefen, moet die bedrag wat ten opsigte van verlofbetaling verskuldig is, aan sy boedel of, na gelang van die geval, aan hom uitbetaal word.

(8) (a) Na verloop van minstens 50 weke gereken van die datum waarop die tydperk van diens wat deur die bewys gedek word begin het, is 'n persoon aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is, en wat nie langer in die Nywerheid in diens is nie, onderworpe aan paragraaf (b) van hierdie subklousule, by aanbieding van die bewys by die Raad in die streek van oorsprong, geregtig tot uitbetaling van die onbetaalde balans waarmee hy in die boeke van die Raad gekrediteer staan.

(b) Bewyse wat aan werknemers ingevolge subklousule (5) van hierdie artikel uitgereik word, is geldig vir 'n tydperk van twee jaar van die datum van die laaste skof wat deur die betrokke werknemer gewerk is, en bedrae tot krediet van 'n werknemer in die boeke van die Raad kom die fondse van die Raad toe na verstryking van dié tydperk; met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na verstryking van genoemde tydperk ingedien word, moet oorweeg en hy kan na goeddunke 'n *ex gratia* betaling uit die fondse van die Raad maak aan so 'n werknemer as dié na wie hierin verwys word.

(9) (a) 'n Werknemer wat by die volgende geleentheid wanneer hy vir 'n tydperk van verlof met betaling kragtens subartikel (3) van hierdie artikel kwalifiseer, minstens twaalf jaar diens by dieselfde werkgever voltooi het, is ooreenkomstig die werkgever se gerief en terwyl hy by dieselfde werkgever in diens is, elke jaar geregtig op 'n ekstra week verlof met betaling, of die waarde-ekwivalent daarvan; met dien verstande dat die werkgever en werknemer onderling kan ooreenkom—

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

(ii) om die ekstra week verlof vir die jaar van kwalifisering uit te stel en deur die werknemer te laat ooploop totdat hy vir drie van die ekstra weke verlof met betaling gekwalifiseer het.

(b) Wanneer die werkgever en die werknemer die reëling tref waarvoor kragtens paragraaf (a) (ii) voorsiening gemaak werd en die werknemer vir drie van die ekstra weke verlof met betaling (hierna genoem „die opgeloopte verlof”) gekwalifiseer het, moet die werkgever die opgeloopte verlof toestaan en die werknemer dit neem wanneer die verlof met betaling soos voorgeskryf in subartikel (3) van hierdie artikel toegestaan en genoem word: tensy na gelang van die geval, die werkgever en werknemer ooreenkom dat die opgeloopte verlof op 'n ander tyd geneem sal word; met dien verstande dat die werkgever die werknemer in ieder geval geleentheid moet gee om die opgeloopte verlof in die tydperk te neem voordat hy vir die eersvolgende verlof met betaling kwalifiseer, en wanneer die werknemer in gebreke bly om die verlof binne daardie tydperk te neem, hy reg daarop verbeur.

(c) Wanneer die diens van 'n werknemer wat geregtig geword het op die waarde-ekwivalent van die ekstra verlof met betaling soos voorgeskryf in hierdie subartikel, maar dit nog nie ontvang het nie, eindig moet hy by beëindiging van sy diens betaal word vir die ekstra verlof met betaling waarvoor hy gekwalifiseer het maar wat nog nie ontvang is nie.

(10) Behoudens soos andersins hierin bepaal, word vir die toepassing van hierdie artikel beskou dat diens begin op die datum waarop die werknemer by die werkgever in diens tree, of, na gelang van die jongste datum, die datum waarop hy laas ingevolge hierdie Ooreenkoms of 'n wet tot verlof geregtig was.

(11) Nieteenstaande die vroeëre bepalings van hierdie klousule kan 'n werkgever en werknemer op wie hierdie klousule van toepassing is, onderling ooreenkom om dit deur die bepalings van klousule 10 van deel I van die Ooreenkoms wat gepubliseer is by Goewermentskennisgewing No. 421 van 29 Februarie 1952 (hierna „die Hoof-ooreenkoms”) genoem te vervang.

(12) Wanneer 'n werkgever vir wie hierdie Ooreenkoms geld die Raad ingevolge klousule 5 van hierdie Ooreenkoms van gegewens voorsien, moet hy verklaar of die bepalings van hierdie klousule, dan wel dié van klousule 10 van deel I van die Hoof-ooreenkoms in sy inrigting nagekom gaan word.

4. UITGAWES VAN DIE RAAD.

Werkgevers en werknemers moet soos volg bydra tot die fondse van die Raad, wat aan die Raad behoort en deur hom geadministreer word:—

(1) Elke werkgever moet 3d. per week aftrek van die loon van elke werknemer wat deur die Ooreenkoms geraak word (buiten werknemers wat werk teen tarief 12 verrig, vakleerlinge en minderjariges gedurende die tydperk wanneer minderjariges kragtens die Wet op Vakleerlinge, 1944, sonder 'n vakleerlingskapkontrak in diens mag wees).

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

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

(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' 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 weeks paid holiday.

(b) Whenever the employer and employee came to the arrangement provided for in paragraph (a) (ii) and the employee has qualified for three such extra weeks 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 entered the employer's service or the date on which he last became entitled to holiday leave in terms of this Agreement or any other law, whichever is the later.

(11) Notwithstanding the foregoing provisions of this Section, an employer and his employees to whom this section applies may mutually agree that the provisions of Section 10 of Part I of the Agreement published under Government Notice No. 421 dated the 29th February, 1952 (hereinafter referred to as the „Main Agreement”) shall be substituted therefor.

(12) Every employer to whom this Agreement applies shall, when furnishing information to the Council in accordance with the provisions of Section 5 of this Agreement, declare to the Council whether the provisions of this Section or the provisions of Section 10 of Part I of the Main Agreement will be observed in his establishment.

4. EXPENSES OF THE COUNCIL.

The employers and the employees shall contribute towards the funds of the Council, which shall vest in and be administered by the Council, as follows:—

(1) Every employer shall deduct from the wages of each of his employees affected by this Agreement (other than employees employed on work classified at Rate 12, 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) Die werkgewer moet 'n gelyke bedrag by hierdie afgetrekte bedrag voeg en die totaal voor of op die vyftiende dag van elke maand stuur aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metaalnywerheid (Transvaalse Streeksraad), Posbus 3998, Johannesburg, tesame met 'n verklaring in die vorm wat van tyd tot tyd voorgeskryf word.
- (3) In gevalle waarin geen bydraes ingevolge subklousules (1) en (2) hiervan betaalbaar is nie of die totale bedrag ingevolge subklousule (2) minder as 5s. is, moet die totaal ingevolge subklousule (2) deur die werkgewer aangevul word tot 'n minimum van 5s. per maand.

5. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer moet binne 'n maand na die inwerkingtreding van hierdie Ooreenkoms, en

(b) elke werkgewer wat na dié datum tot die nywerheid toetree, moet binne 'n maand na sy toetreding die volgende gegewens stuur aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metaalnywerheid (Transvaalse Streeksraad), Posbus 3998, Johannesburg:—

- (i) Naam voluit;
- (ii) adres;
- (iii) bedrywe of werksaamhede wat hy beoefen;

asook die verklaring wat in subklousule (12) van klousule 3 van hierdie Ooreenkoms genoem word.

(2) Wanneer die werkgewer 'n vennootskap is, moet die gegewens in subklousule (1) van hierdie klousule asook die naam waaronder die vennootskap bekend staan, verstrek word.

6. ALGEMENE VOORWAARDES.

(a) Wat ook al verskyn in die Ooreenkoms wat by Goewermenskennigswing No. 421 van 29 Februarie 1952 (hierna „die Hoofoorreenskoms” genoem) gepubliseer is, is onderstaande bepalinge van genoemde Ooreenkoms *mutatis mutandis* van toepassing:—

(1) Klousules 3 (buiten die omskrywing van „dagskof”), 4, 5, 6, 7, 8, 9 en 10 (waar werkgewer en werknemers onderling ooreengekom het om dit in die plek van klousule 3 van hierdie Ooreenkoms te stel), klousules 11 [met inbegrip van subklousules (5), (7) en (8) van klousule 10 gelees saam met subklousule (3) van klousule 11], 12, 13, 14, 16, 18, 21, 23, 26 en 27 van deel I van die Hoofoorreenskoms.

(2) Klousule 24 van deel I van die Hoofoorreenskoms.

(3) Klousules 20 en 25 [buiten subklousule (2) daarvan] van die Hoofoorreenskoms.

(4) Deel II van die Hoofoorreenskoms met betrekking tot werknemers wat werk teen tarief 12.

(b) Vir die toepassing van hierdie Ooreenkoms beteken— „dagskof” 'n tydperk tussen Maandag en Saterdag van hoogstens 8½ uur, gewoonlik deur 'n werknemer gewerk tussen 7 vm. en 7 nm. op vyf dae, of 'n tydperk van hoogstens 5 uur tussen 7 vm. en 1 nm. op een dag per week wat as die kort dag bekend staan. Werkgewers mag verskillende dae van die week as die kort dag aanwys; met dien verstande dat werknemers 'n week vooruit daarvan in kennis gestel word en die reëling nie met enige wet, regulasie of ordonnansie oor die kort dag bots nie.

In Johannesburg namens die partye onderteken soos gemagtig op hede die 13de dag van Oktober 1952.

G. L. McCORMICK, *Verteenwoordiger.*

F. C. WILLIAMS, *Verteenwoordiger.*

B. R. TUDHOPE, *Verteenwoordiger.*

* No. 249.]

[30 Januarie 1953.]

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

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

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-entwintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Yster-, Staal-, Ingenieurs- en Metaalnywerheid bekendgemaak by Goewermenskennigswing No. 248 van 30 Januarie 1953 nie vir die persone wie se werksure daarby gereël word ongunstiger as die ooreenstemmende bepalinge van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

(2) To the amount thus deducted the employer shall add an equal amount and forward the total sum not later than the fifteenth day of each month to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, together with a statement in such form as may from time to time be prescribed.

(3) In any instance where no contributions are payable as provided for in sub-sections (1) and (2) hereof or the total amount payable under sub-section (2) is less than 5s., the total amount referred to in sub-section (2) shall be supplemented by the employer by such amount as to make the total a minimum payment of 5s. in each month.

5. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer shall within one month from the date of coming into operation of this Agreement, and

(b) Every employer commencing business after that date shall within one month of operation by him, forward to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, the following particulars:—

- (i) Full name;
- (ii) address;
- (iii) trades or operations carried on by him;

in addition to the declaration referred to in sub-section (12) of Section 3 of this Agreement.

(2) Where the employer is a partnership, information in accordance with sub-section (1) of this section, as well as the title under which the partnership operates, shall be furnished.

6. GENERAL CONDITIONS.

(a) Notwithstanding anything to the contrary contained in the Agreement published under Government Notice No. 421 dated the 29th February, 1952 (hereinafter referred to as the „Main Agreement”), the following provisions of the said Agreement shall *mutatis mutandis* apply:—

(1) Sections 3 (excluding the definition of „day shift”), 4, 5, 6, 7, 8, 9 and 10 (where the employer and his employees have mutually agreed to the substitution thereof for Section 3 of this Agreement), Sections 11 [including sub-sections (6), (7) and (8) of Section 10 read with sub-section (3) of Section 11], 12, 13, 14, 16, 18, 21, 23, 26 and 27 of Part I of the Main Agreement.

(2) Section 24 of Part I of the Main Agreement.

(3) Sections 20 and 25 [excluding sub-section (2) thereof] of the Main Agreement.

(4) Part II of the Main Agreement in respect of employees employed on work classified at Rate 12.

(b) For the purpose of this Agreement:—

“Day shift” means any period from Monday to Saturday of not more than 8½ hours ordinarily worked by an employee between the hours of 7 a.m. and 7 p.m. on five days, or any period not exceeding 5 hours worked between the hours of 7 a.m. and 1 p.m. on one day per week which shall be known as the short day. Employers may vary the day of the week that is to be observed as the short day, provided that a week's notice is given to the employee as to which day is to be observed as the short day and the resulting arrangement is not in conflict with the provisions of any law, by-law or Ordinance appertaining to the observance of a short day.

Signed as authorised for and on behalf of the parties at Johannesburg, on this Thirteenth day of October, 1952.

G. L. McCORMICK, *Representative.*

F. C. WILLIAMS, *Representative.*

B. R. TUDHOPE, *Representative.*

* No. 249.]

[30 January 1953.]

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Iron, Steel, Engineering and Metallurgical Industry, published under Government Notice No. 248 of the 30th January, 1953, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

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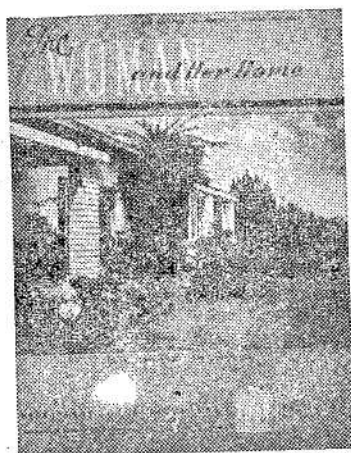
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