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UNIE VAN SUID-AFRIKA

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

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1085.] [22 May, 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.

AMENDING AGREEMENT.

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 (hereinafter referred to as the "Amending 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 day of March, 1954, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of those organisations or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act declare that the provisions contained in the Amending Agreement 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 other employers and employees engaged or employed in the said Industries in the Union of South Africa; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa and from the second Monday after the date of publication of this notice and for the period ending the 9th day of March, 1954, the provisions contained in the Amending Agreement shall *mutatis mutandis* apply in respect of such persons in the said Industries 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.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1085.] [22 Mei 1953.
NYWERHEID-VERSOENINGSWET, 1937.

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

WYSIGINGSOOREENKOMS.

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 (hierna die „Wysigingsooreenkoms" genoem) wat in die Bylae verskyn en op die Yster-, Staal-, Ingenieurs- en Metaal-nywerhede betrekking het vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 9de dag van Maart 1954 eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van die organisasies of die verenigings is;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in die Wysigingsooreenkoms vanaf die tweede Maandag na datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat op die 9de dag van Maart 1954 eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde Nywerheid in die Unie van Suid-Afrika; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in die Wysigingsooreenkoms 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 Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone 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.

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

Boatbuilders' and Shipwrights' Association of South Africa;
Construction and Road Equipment Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Erection Engineers' Association;
Gate and Fence Manufacturers' Association of the Transvaal;
Lift Engineering Association of South Africa;
Light Metal Products Association of South Africa;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Precision Manufacturing Engineers' Association;
Sheet Metal Industries Association of South Africa;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Cable and Wire Rope Manufacturers' Association;
S.A. Electro Plating Industries Association;
S.A. Reinforced Concrete Engineers' Association;
S.A. Tube Makers' Association;
The Cape Engineers' and Founders' Association;
The East London Engineers' and Founders' Employers Association;
The Natal Engineers' and Founders' Federation;
The Port Elizabeth Engineers' Association;
Transvaal Foundry Association;
Transvaal Heavy Engineering Manufacturers' Association;
Transvaal Structural Engineering Association;
Transvaal Iron and Steel Manufacturers' Association;

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

Amalgamated Engineering Union;
Amalgamated Society of Woodworkers;
Ironmoulders' Society of South Africa;
S.A. Boilermakers' Iron and Steel Workers' and Shipbuilders' Society;
S.A. Electrical Workers Association;
S.A. Engine Drivers' and Firemen's Association;
S.A. Yster en Staalbedryfsvereniging;

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

being parties to the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry, to amend and augment the Agreement published under Government Notice No. 421 of the 29th February, 1952 (hereinafter referred to as the "Main Agreement") as follows:—

SCHEDULE

PART I OF MAIN AGREEMENT.

1. SECTION 10 (Holiday and Unemployment Pay).

(a) Delete paragraphs (a), (i), (ii), (iii) and (iv) of sub-section (3) of Section 10 and substitute the following:—

(a) The qualification for such holiday (whether worked for one or more employers) shall be 292 shifts, exclusive of overtime, actually worked on a six-day week basis, or 243 shifts, exclusive of overtime, actually worked on a five-day week basis; provided that—

(i) subject to paragraph (ii) hereof, employment with the same employer for less than 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, as the case may be, shall not count for leave purposes; provided that an employee who is laid off after working 18 shifts on a six-day week basis or 15 shifts on a five-day week basis, as the case may be, shall be credited with the number of shifts 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 worked with such 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 on a six-day week basis or 43 shifts on a five-day week basis, 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 cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for 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 purposes shall be the periods of disablement admitted by the said Act;

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

OOREENKOMS

kragtens die bepalings van die Nywerheidsversoeningswet, 1937, gesluit deur die

Boatbuilders' and Shipwrights' Association of South Africa;
Construction and Road Equipment Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Erection Engineers' Association;
Gate and Fence Manufacturers' Association of the Transvaal;
Lift Engineering Association of South Africa;
Light Metal Products Association of South Africa;
Non-Ferrous Metal Industries Association of South Africa;
Plastics Manufacturers' Association of South Africa;
Precision Manufacturing Engineers' Association;
Sheet Metal Industries Association of South Africa;
S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
S.A. Cable and Wire Rope Manufacturers' Association;
S.A. Electro Plating Industries Association;
S.A. Reinforced Concrete Engineers' Association;
S.A. Tube Makers' Association;
Cape Engineers' and Founders' Association;
East London Engineers' and Founders' Employers Association;
Natal Engineers' and Founders' Federation;
Port Elizabeth Engineers' Association;
Transvaal Foundry Association;
Transvaal Heavy Engineering Manufacturers' Association;
Transvaal Structural Engineering Association;
Transvaal Iron and Steel Manufacturers' Association;

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

Amalgamated Engineering Union;
Amalgamated Society of Woodworkers;
Ironmoulders' Society of South Africa;
S.A. Boilermakers', Iron and Steel Workers' and Shipbuilders' Society;
S.A. Electrical Workers Association;
S.A. Engine Drivers' and Firemen's Association;
S.A. Yster en Staalbedryfsvereniging;

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

wat partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, ten einde die ooreenkomse gepubliseer by Goewermentskennisgewing No. 421 van 29 Februarie 1952 (hierna die „Hofooreenkomse" genoem) soos volg te wysig en aan te vul:—

BYLAE.

DEEL I VAN HOOFOOREENKOMS.

1. KLOUSULE 10 (Betaling gedurende vakansies en werkloosheid).

(a) Skrap paragrawe (a), (i), (ii), (iii) en (iv) van klousule 10 en vervang dit deur onderstaande:—

(a) Die kwalifikasie vir dié verlof is 292 skofte (hetsy vir een of meer werkgewers gewerk), met uitsondering van oortyd, werklik gewerk op grondslag van 'n sesdaagse week, of 243 skofte, met uitsondering van oortyd, werklik gewerk op grondslag van 'n vyfdaagse week; met dien verstande dat—

(i) onderworpe aan paragraaf (ii) hiervan, diens by dieselfde werkgewer van minder as 30 skofte op grondslag van 'n sesdaagse week of 25 skofte op grondslag van 'n vyfdaagse week, al na die geval, nie vir verlof gereken word nie; met dien verstande dat 'n werknemer wat tydelik geskors word nadat hy 18 skofte op grondslag van 'n sesdaagse week gewerk het of 15 skofte op grondslag van 'n vyfdaagse week, al na die geval, gekrediteer moet word met die getal skofte wat werklik vir verlofdoeleindes gewerk is;

(ii) wanneer 'n werknemer se diens by dieselfde werkgewer ingevolge (i) hiervan onderbreek is en hy by dieselfde werkgewer werk hervat, hy vir verlofdoeleindes met die totale skofte by die werkgewer gewerk, gekrediteer moet word, mits hy in die tussentyd nie vir 'n ander werkgewer werk nie;

(iii) tydperke van afwesigheid weens siekte wat in die geheel nie meer as 52 skofte op grondslag van 'n sesdaagse week of 43 skofte op grondslag van 'n vyfdaagse week tel nie, al na die geval, in elke diensjaar vir verlof gereken word; met dien verstande dat 'n werkgewer geregtig is om van 'n werknemer 'n doktersertifikaat te eis ter staving van die oorsaak van die afwesigheid. Tydperke van afwesigheid as gevolg van 'n ongeval wat ontstaan uit of in die loop van die werknemer se diens, moet vir vakansiedoeleindes meegereken word; met dien verstande dat erken word dat die ongeval binne die bepalings van die Ongevallewet val en die tydperke van afwesigheid wat vir vakansiedoeleindes meegereken word, is die tydperke van onbekwaamheid wat kragtens genoemde Wet erken word;

(iv) any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth shifts on a five-day week basis, as the case may be, worked towards his holiday qualification, with a maximum penalty in any one qualifying period for paid leave of 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, as the case may be; provided that notification of such absence shall be made by the employer in writing to the Council within seven days of such absence.

(b) Delete sub-section (5) of section 10 and replace by:—

(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 worked on a six-day week basis or a five-day week basis, 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 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.

2. SECTION 11 (Holiday and Special Bonus).

Delete sub-section (2) of section 11 and substitute the following:—

(2) Whenever the employment of an employee terminates before he becomes entitled to a paid holiday in terms of section 10, the employee shall be credited with a share of the bonus specified for his class proportionate to the number of shifts credited to him for holiday purposes, or, as the case may be, an amount calculated at the rate of 8 per cent of the employee's minimum rate for his occupation scheduled in this Agreement for the hours, exclusive of overtime, he has actually worked towards his holiday qualification. The employer shall enter the amount thereof on the voucher to be furnished to the employee setting out the number of shifts which count for holiday purposes, and immediately forward the money equivalent of the bonus to the Secretary of the Council together with the money equivalent of the paid holiday entitlement.

3. Add section 28 as follows:—

28. PROHIBITION OF CESSION.

No claim whatever by any employee against the Council shall be capable of being ceded, and no purported cession thereof shall be binding upon the Council.

PART III OF MAIN AGREEMENT.

1. DIVISION D/19 (Steel Reinforcement Division).

Add a footnote as follows:—

NOTE.—No employer shall employ any person at a rate of pay less than 3s. 3d. per hour in the occupations scheduled at Rate 3 without the prior consent of the Council, which shall prescribe the conditions under which permission for such employment is granted.

2. Add DIVISION D/26 (Footwear Press Knife and Cutter and Footwear Tack and Nail Manufacturing Division) as follows:—

DIVISION D/26.

Footwear Press Knife and Cutter and Footwear Tack and Nail Manufacturing Division.

(A) The following operations in the manufacture of footwear press knives and cutters:—

Rate 1.

Knife forging and/or fire welding.... 3s. 9d. per hour.

Rate 3.

Knife and tool hardening and heat treatment.

Knife filing to templet, special design knives.

First three months of experience... 2s. 6d. per hour.

Second three months of experience... 3s. 0d. per hour.

Thereafter..... 3s. 3d. per hour.

Rate 6.

Knife filing to templet, standard

knives.....

Knife grinding including tool grinding

to jigs.....

Knife profiling and/or machine

broaching.....

Bending to templet only but not fire

welding.....

Making from 22 gauge flat sheet iron

patterns to paper templates.....

2s. 6d. per hour.

Rate 10.

Buzzing and/or buffing and/or polishing First three months of experience 9½d. per hour. thereafter 10½d. per hour.

(iv) 'n werknemer wat sonder voldoende rede ter bevrediging van sy werkgever, van die werk wegbly, ten opsigte van elke skof wat hy gedurende dié afwesigheid verloor, vyf skofte verbeur op grondslag van 'n sesdaagse week of vier en een-sesde skof op grondslag van 'n vyfdaagse week, na gelang van die geval, wat hy vir verlof kwalifikasies gewerk het, met 'n maksimum straf van 30 skofte in een kwalifiserende tydperk vir betaalde verlof op grondslag van 'n sesdaagse week of 25 skofte op grondslag van 'n vyfdaagse week, al na die geval; met dien verstande dat die werkgever binne sewe dae vanaf die afwesigheid die Raad skriftelik daarvan in kennis moet stel.

(b) Skrap subklousule (5) van klousule 10 en vervang deur:—

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

2. KLOUSULE 11 (Vakansie- en spesiale bonus).

Skrap subklousule (2) van klousule 11 en vervang deur:—

(2) Wanneer die diens van 'n werknemer beëindig word voordat hy geregtig word tot 'n betaalde vakansie ingevolge die bepaling van klousule 10, moet die werknemer met 'n aandeel van die bonus vir sy klas gespesifiseer, gekrediteer word proporsioneel met die aantal skofte wat vir vakansiedoeleindes aan hom gekrediteer word, of, na gelang van die geval, 'n bedrag bereken teen 8 persent van die werknemer se minimum tarief vir sy ambag soos in die lys opgegee in hierdie Ooreenkoms vir die ure, uitgesonderd oortydure, wat hy werklik gewerk het vir sy vakansiekwalifikasie. Die werkgever moet die bedrag daarvan op die bewys inskryf wat aan die werknemer gegee moet word, waarop die aantal skofte wat vir vakansiedoeleindes tel, uiteengesit word, en onmiddellik die geldekwivalent van die bonus aan die Sekretaris van die Raad stuur tesame met die geldekwivalent van die betaalde verlofkrediet.

3. Voeg klousule 28 soos volg by:—

28. VERBOD OP SESSIE.

Geen eis van watter aard ook al deur 'n werknemer teen die Raad mag gesedeer word, en geen beweerde sessie daarvan is vir die Raad bindend nie.

DEEL III VAN HOOFOOREENKOMS.

1. AFDELING D/19 (Afdeling staalversterking).

Voeg onderstaande by:—

OPMERKING.—Sonder voorafgaande toestemming van die Raad mag geen werkgever iemand in diens neem in die ambagte genoem by tarief 3 teen minder as 3s. 3d. per uur nie, en die toestemming moet die voorwaardes voorskryf waarkragtens toestemming vir so 'n indiensneming verleen word.

2. Voeg by:— AFDELING D/26 (Afdelings vervaardig van skoel-selpersmesse en -snyers en skoel-selplaatkopspykertjies en -spykers), soos volg:—

AFDELING D/26.

Vervaardiging van Afdeling/Skoel-selpersmesse en -Snyers en Skoel-selplaatkopspykertjies en -Spykers.

(A) Ondergenoemde werk by die vervaardiging van skoel-selpersmesse en -snyers:—

Tarief 1.

Messe smee en/of met vuur sweis.... 3s. 9d. per uur.

Tarief 3.

Messe en gereedskap hard maak en met hitte behandel.

Messe volgens patroon vyl, messe van spesiale ontwerp.

Eerste drie maande ervaring..... 2s. 6d. per uur.

Tweede drie maande ervaring..... 3s. 0d. per uur.

Daarna..... 3s. 3d. per uur.

Tarief 6.

Messe volgens patroon vyl, standaard-

messe.....

Messe slyp, ook gereedskap volgens

setmate.....

Messe profilee gee en/of op masjien

deurstoot.....

Buig slegs volgens patroon maar nie

met vuur sweis nie.....

Plat plaatmetaalpatrone, grootte 22,

van papierpatrone maak.....

2s. 6d per uur.

Tarief 10.

Polys en/of poleer Eerste drie maande ervaring 9½d. per uur. Daarna 10½d. per uur.

(B) The following operations in the manufacture of footwear tacks and nails:—

Rate 3.

Supervisory work (supervising machine operations):—

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

Rate 9.

Operating tack and nail machines	First six months of experience 11d. per hour. Thereafter 1s. per hour.
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Signed at Johannesburg as authorised for and on behalf of the Parties, on this 28th day of January, 1953.

GEO. McCORMICK, *Chairman.*
B. C. WADE, *Vice-Chairman.*
W. R. GLASTONBURY, *Secretary.*

(B) Ondergenoemde werk by die vervaardiging van platkop-spykertjies en spykers vir skoene:—

Tarief 3.

Opsigterswerk (opsig oor masjienwerk):—

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

Tarief 9.

Platkopspykertjie- en spyker-masjiene bedien	Eerste ses maande ervaring 11d. per uur. Daarna 1s. per uur.
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Hede die 28ste dag van Januarie 1953 soos gemagtig vir en namens die partye in Johannesburg geteken.

GEO. McCORMICK, *Voorsitter.*
B. C. WADE, *Ondervoorsitter.*
W. R. GLASTONBURY, *Sekretaris.*



Union of South Africa

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