



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

VOL. CLXXXVII.] PRYS 6d. PRETORIA, 18 JANUARIE 1957.
18 JANUARY

PRICE 6d.

[No. 5802.]

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer.

DEPARTEMENT VAN ARBEID.

No. 99.] [18 Januarie 1957.

WET OP NYWERHEIDSVERSOENING, 1956.

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

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

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids-
versoening, 1956, dat al die bepalings van die Oor-
eenkoms wat in die bylae hiervan verskyn en op
die Yster-, Staal-, Ingenieurs- en Metaalnywerheid
betrekking het, van die tweede Maandag na die
datum van publikasie van hierdie kennisgewing af
en vir die tydperk wat op die 4de dag van Novem-
ber 1958 eindig, bindend is vir die werkgewers-
organisasie en vakvereniging wat genoemde Ooreen-
koms aangaan het en vir die werkgewers en
werknemers wat lede van daardie organisasie of
daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel
agt-en-veertig van genoemde Wet, dat die bepalings
in genoemde Ooreenkoms vervat, uitgesonderd
klousules 1 (2) en 9 (a) (4), van die tweede Maan-
dag na die datum van publikasie van hierdie kennis-
gewing af en vir die tydperk wat op die 4de dag
van November 1958 eindig, bindend is vir alle
ander werkgewers en werknemers as dié vermeld
in paragraaf (a) van hierdie kennisgewing, betrokke
by of in diens in genoemde Nywerheid in die Pro-
vinsie Transvaal; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel
agt-en-veertig van genoemde Wet, dat die bepalings
in genoemde Ooreenkoms vervat, uitgesonderd
klousules 1 (2), 8, 9 (a) (3) en 3 (a) (4), van die
tweede Maandag na die datum van publikasie van
hierdie kennisgewing af en vir die tydperk wat op
die 4de dag van November 1958 eindig, in die
Provinsie Transvaal *mutatis mutandis* bindend is
vir alle Naturelle in diens in genoemde Nywerheid
by dié werkgewers op wie enige sodanige bepalings
ten opsigte van werknemers bindend is en vir daardie
werkgewers ten opsigte van Naturelle in hul
diens.

J. DE KLERK,
Minister van Arbeid.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

No. 99.] [18 January 1957.

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND
METALLURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC
ELECTRICAL APPLIANCES DIVISION.

I, JOHANNES DE KLERK, Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section
forty-eight of the Industrial Conciliation Act, 1956,
declare that all the provisions of the Agreement
which appears in the Schedule hereto and which
relates to the Iron, Steel, Engineering and Metallur-
gical Industry, shall be binding from the second
Monday after the date of publication of this notice
and for the period ending the 4th day of November,
1958, 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 paragraph (b) of sub-section (1) of section
forty-eight of the said Act, declare that the provi-
sions contained in the said Agreement, excluding
clauses 1 (2) and 9 (a) (4), shall be binding from
the second Monday after the date of publication
of this notice and for the period ending the 4th
day of November, 1958, upon all employers and
employees other than those referred to in paragraph
(a) of this notice, engaged or employed in the said
Industry in the Province of the Transvaal; and
- (c) in terms of paragraph (a) of sub-section (3) of section
forty-eight of the said Act, declare that in the
Province of the Transvaal and from the second
Monday after the date of publication of this notice
and for the period ending the 4th day of November,
1958, the provisions contained in the said Agree-
ment, excluding clauses 1 (2), 8, 9 (a) (3) and
9 (a) (4), shall *mutatis mutandis* be binding upon
all Natives employed in the said Industry by the
employers upon whom any of the said provisions
are binding in respect of employees, and upon those
employers in respect of Natives in their employ.

J. DE KLERK,
Minister of Labour.

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen die

Radio, Refrigeration and Electrical Appliance Association of South Africa

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

S.A. Electrical Workers' Association

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

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

1. BESTEK EN GELDIGHEIDSDUUR VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet dwarsdeur die provinsie Transvaal nagekom word deur alle werkgewers en werknemers wat radio's en/of verkoelings toestelle en/of huishoudelike elektriese toestelle installeer en/of heelmaak en/of bedien, en wat onderskeidelike lede is van die werkgewersorganisasie en vakvereniging; met dien verstande dat dit slegs van toepassing is op—

(a) vakleerlinge, vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met voorwaardes wat daarkragtens vasgestel is of enige kontrak daarkragtens aangegaan, strydig is nie; en

(b) kwekelinge, kragtens die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover dit nie met die bepalings van daardie Wet of voorwaardes wat daarkragtens vasgestel is, strydig is nie.

(2) Die Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid ingevolge artikel agt-en-veertig van die Wet vasstel en bly van krag vir dieselfde tydperk as die Ooreenkoms wat by Goewermentskennisgewing No. 1984 van 29 Oktober 1956 gepubliseer is (hieronder „die Hoof-ooreenkoms” genoem), sodat dit op die selfde datum verstryk.

2. LONE EN/OF VERDIENSTE.

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

Tarief 1.

* Lewenskostetoelae teen indekssyfer van 205.5 gekonsolideer.

	Basiese skaal per uur.	* Bykomende skaal per uur.	Gekonsolideerde skaal per uur.
	s. d.	s. d.	s. d.
Werktuigkundige vir huishoudelike toestelle	3 11	1 0	4 11
Koelkaswerktuigkundige.....			
Radiotrisiën.....			

OPMERKING.—Vir die toepassing van hierdie artikel beteken—

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

Die diagnoseer van defekte in of die aanwysing van uitvoer van herstelwerk of verselwerk aan, die bediening, oprigting en/of installing van of toesig oor die oprigting en/of installing van stowe, koelkaste en huishoudelike elektriese toestelle, radio's en/of draadloosinstrumente en elektriese klanktoestelle, en die uitvoer van finale toetse of toesig daarvoor hou, maar omvat nie die verbinding met (of losmaak van) bestaande steeksokke en/of die oprigting van radiolugdrade of werk in verband met die vervaardiging van sodanige toestelle, apparaat en instrumente nie;

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

Tarief 12.

Algemene arbeider 9d. per uur.

3. OPENBARE VAKANSIEDAE.

(1) Alle geproklameerde openbare vakansiedae is vakansiedae met besoldiging ten opsigte waarvan 'n werknemer minstens teen sy gewone uurskaal van besoldiging besoldig moet word soos in die Hoof-ooreenkoms vir die gewone werksure van die inrigting vir daardie dag van die week bepaal word en, nieteenstaande die bepalings van paragraaf (1) (v) (b) van artikel 30 van Deel 1 van die Hoof-ooreenkoms, soos toegepas by artikel 9 van hierdie Ooreenkoms, lewenskostetoelae betaal moet word op die skaal betaalbaar op daardie tydstop ingevolge artikel 30 (1) (i) van

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

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

S.A. Electrical Workers' Association

(hereinafter 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.

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—

(a) apprentices only to the extent to which they are not inconsistent with the provisions of the Apprenticeship Act, 1944, as amended, or any contract entered into or any conditions fixed thereunder; and

(b) trainees under the Training of Artisans Act, 1951, only in so far as they are not inconsistent with the provisions of that Act or any conditions fixed thereunder.

(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. 1984, dated the 29th October, 1956 (hereinafter referred to as “the Main Agreement”) 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.

* Cost of living allowance consolidated at index figure of 205.5.

	Basic Rate Per Hour.	* Additional Rate Per Hour.	Consolidated Rate Per Hour.
	s. d.	s. d.	s. d.
Domestic appliance mechanic's work	3 11	1 0	4 11
Refrigerator mechanic's work...			
Radiotrician's work.....			

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 9d. per hour.

3. PUBLIC HOLIDAYS.

(1) All proclaimed public holidays shall be paid holidays in respect of which an employee shall be paid at not less than his ordinary hourly rate as defined in the Main Agreement for the ordinary working hours of the establishment for that day of the week and, notwithstanding the provisions of paragraph (1) (v) (b) of section 30 of Part I of the Main Agreement as applied by section 9 of this Agreement, be paid cost of living allowance at the rate payable at the time, in terms of section 30 (1) (i) of

Deel I van die Hoofdooreenkoms, in verhouding tot die gewone werksure van die inrigting vir daardie dag van die week. Vir die toepassing van hierdie subartikel is die gewone uurskaal van werknemers betrokke by aansporingsbonuswerk die gekonsolideerde skaal vir die klas werk soos ingelys in hierdie Ooreenkoms.

(2) Die bepalings van subartikel (1) is nie van toepassing op 'n werknemer met verlof met besoldiging wat in artikel 4 van hierdie Ooreenkoms bepaal word nie.

4. VERLOFBETALING.

(1) Behalwe in die geval van werknemers op aansporingsbonuswerk, moet die verlofbetalings waarvoor voorsiening in hierdie artikel gemaak word, bereken word teen die „uurskaal” soos in die Hoofdooreenkoms omskryf, wat die werknemer ontvang op die datum waarop hy vir sy betaalde verlof kwalifiseer.

(2) Verlofbetalings vir werknemers op aansporingsbonuswerk moet bereken word op die gemiddelde weeklikse verdienste, oortyd uitgesonderd, oor die laaste drie maande wat werklik op aansporingsbonuswerk gewerk is voordat die verlof verskuldig geword het of, na gelang van die kortste tydperk, oor die getal weke werklik gewerk gedurende die diens tyd op aansporingsbonuswerk.

(3) Elke werknemer is kragtens hierdie Ooreenkoms en behoudens onderstaande bepalings, geregtig op twee agtereenvolgende weke verlof met besoldiging:—

(a) Die kwalifikasie vir dié verlof is 290 skofte, uitgesonderd oortyd, werklik gewerk op die basis van 'n week van ses dae, of 50 kalenderweke diens in die geval van 'n werknemer wat op 'n basis van 'n week van vyf dae gewerk het; met dien verstande dat—

(i) behoudens paragraaf (ii) hiervan, diens van minder as 30 skofte of vyf kalenderweke, na gelang van die geval, nie vir betaalde verlofdoeleindes gereken word nie; met dien verstande dat 'n werknemer wat, na hy 18 skofte of drie kalenderweke gewerk het, na gelang van die geval, geskors word, gekrediteer moet word met die aantal skofte of kalenderweke wat hy werklik gewerk het vir verlofdoeleindes;

(ii) wanneer 'n werknemer se diens ingevolge (i) hiervan onderbreek is en hy by dieselfde werkgever werk hervat, hy vir doeleindes van die betaalde verlof met die totale getal skofte of kalenderweke, na gelang van die geval, wat hy by dié werkgever gewerk het, gekrediteer moet word; met dien verstande dat hy in die tussentyd nie vir 'n ander werkgever werk nie;

(iii) tydperke van afwesigheid weens siekte wat in die geheel 52 skofte of 8½ kalenderweke, na gelang van die geval, in enige afsonderlike kwalifiseertyd vir betaalde verlof nie te bowe gaan nie, word vir doeleindes van verlof meegereken; met dien verstande dat 'n werkgever daarop geregtig is om 'n werknemer 'n doktersertifikaat te eis ter staving van die oorsaak van die afwesigheid. Tydperke van afwesigheid as gevolg van 'n ongeluk wat ontstaan uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes meegereken word; met dien verstande dat aangeneem word dat die ongeluk binne die bepalings van die Ongevalwet val, en die tydperke van afwesigheid wat vir verlofdoeleindes meegereken word, is die tydperke van onbekwaamheid wat kragtens genoemde Wet erken word;

(iv) mits kennis van sodanige afwesigheid skriftelik binne sewe dae na sodanige afwesigheid deur die werkgever aan die Raad gegee word, moet 'n werknemer wat sonder voldoende rede tot tevredenheid van sy werkgever van die werk wegbly, ten opsigte van elke skof of werkdag wat hy gedurende sodanige afwesigheid verloor vyf skofte of ⅙ van 'n week, verbeur na gelang van die geval, wat hy vir sy betaalde verlof gewerk het, met 'n maksimum straf van 30 skofte of vyf kalenderweke in enige kwalifiseertydperk vir betaalde verlof;

(v) tye van afwesigheid ten opsigte van die bykomende week verlof of ophopings daarvan, waarvoor voorsiening in artikel 5 van hierdie Ooreenkoms gemaak is, tel vir doeleindes van betaalde verlof ten getalle van die getal skofte of kalenderweke diens wat deur sodanige tydperke van afwesigheid verteenwoordig word.

(b) Die verlof moet drie naweke insluit en moet nie onderbreek word nie.

(c) Ingeval enige geproklameerde openbare vakansiedag binne die verloftyd val, word die tyd verleng met een dag teen volle besoldiging vir elk van daardie dae.

(d) Ingeval 'n werknemer wat deur sy werkgever verplig word om weg van sy gewone woonplek af te werk, op die punt staan om sy betaalde verlof te neem, moet die verlof, mits die werknemer na sy woonplek teruggaan, by die woonplek van daardie werknemer begin en eindig.

(e) 'n Werknemer moet binne een maand voor die datum waarop hy op vakansieverlof geregtig word, aansoek daarom doen.

(f) Die verlof moet binne vier maande vanaf die datum waarop dit verskuldig word, deur die werkgever toegestaan word.

(g) 'n Werknemer moet sy verlof neem en is daarop geregtig binne 'n tydperk van vier maande vanaf die datum waarop dit aan hom toekom, tensy vrystelling deur die Raad verleen word.

(h) Geen werknemer mag, solank hy met verlof is, enige loontrekkende werk verrig nie.

Part I of the Main Agreement pro rata to the ordinary hours of work of the establishment for that day of the week. For purposes of this sub-section, the ordinary hourly rate of employees employed on incentive bonus work shall be the consolidated rate for the class of work scheduled in this Agreement.

(2) The provisions of sub-section (1) shall not apply to an employee who is on the paid holiday provided for in section 4 of this Agreement.

4. HOLIDAY PAY.

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

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

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

(a) The qualification for such holiday shall be 290 shifts exclusive of overtime actually worked on a six-day working 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 paragraph (ii) hereof, employment for less than 30 shifts or five calendar weeks, as the case may be, shall not count for the paid holiday; 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 is broken in terms of (i) hereof and he resumes work for the same employer, he shall be credited for purposes of the paid holiday with the total number of shifts or calendar weeks, as the case may be, worked with such employer, provided he does not work for another employer in the interim;

(iii) periods of absence on account of sickness aggregating not more than 52 shifts or 8½ calendar weeks, as the case may be, in any one qualifying period for paid leave, 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 employee's employment shall count for holiday purposes if 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;

(iv) provided notification of such absence is given by the employer, in writing, to the Council within seven days of such absence, any employee who absents himself from work without adequate reason satisfactory to his employer shall, in respect of each shift or working day lost by him during such absence, forfeit five shifts or ⅙th of a week, as the case may be, worked towards his paid holiday, with a maximum penalty of 30 shifts or five calendar weeks in any one qualifying period for paid leave;

(v) periods of absence on the additional week's leave or accumulations thereof provided for in section 5 of this Agreement shall count for purposes of the paid holiday to the extent of the number of shifts or calendar weeks of employment represented by such periods of 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) Should an employee who is required by his employer to work away from his usual place of domicile be about to take his paid holiday, the holiday shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

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

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

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

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

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

(b) Wanneer die besoldiging in (a) en in artikel 5 van hierdie Ooreenkoms en artikel 14 van Deel I van die Hoofdooreenkoms voorgeskryf, betaal word, moet die werkgever aan die Raad 'n bewys van verlofbesoldiging stuur, opgestel in 'n vorm aanneemlik vir die Raad en deur die werknemer onderteken as 'n ontvangsbewys vir bogenoemde betaling.

(5) Indien die diens van 'n werknemer eindig voordat hy op verlof met betaling ingevolge subartikel (3) van hierdie artikel geregtig is, moet hy gekrediteer word met die eweredige aantal skofte of kalenderweke gewerk, na gelang van die geval. Die werkgever moet, wanneer die werknemer sy diens verlaat, hom van 'n bewys voorsien waarin die getal skofte of kalenderweke gewerk, na gelang van die geval, wat vir verlofdoeleindes gereken word, vermeld is, en onmiddellik aan die Sekretaris van die Raad die geldekwivalent van die verlof stuur waarop die werknemer geregtig is, bereken soos bepaal in subartikel (1) of subartikel (2) van hierdie artikel, naamlik dié een wat van toepassing is.

(6) 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 vakansieverlof, betaalbaar aan sy boedel of aan homself, na gelang van die geval.

(7) (a) Na verloop van minstens 50 weke, gereken van die datum af waarop die tydperk van diens begin wat deur die bewys gedek word, het enige werknemer aan wie 'n bewys kragtens subartikel (5) van hierdie artikel uitgereik is en wat nie langer in die nywerheid in diens is n.e. reg. behoudens paragraaf (b) van hierdie subartikel, by voorlegging van die bewys aan die Raad in die streek van oorsprong tot betaling daarop van enige onbetaalde saldo waarmee hy in die Raad se boeke gekrediteer staan.

(b) Enige bewys wat kragtens subartikel (5) van hierdie artikel aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar van die datum van die laaste skof wat deur dié werknemer gewerk is, en bedrae in die krediet van die werknemer in die boeke van die Raad moet na verstryking van dié tydperk aan die fondse van die Raad toekom; met dien verstande egter dat die Raad enige eis wat deur so 'n werknemer na die verstryking van genoemde tyd gemaak word, in oorweging moet neem, en kan hy na goedgeskonde 'n *ex gratia* betaling aan dié werknemers wat hierin genoem word, uit die fondse van die Raad doen.

(8) Behalwe soos anders hierin bepaal, moet daar vir die toepassing van hierdie artikel beskou word dat diens begin van die datum af waarop 'n werknemer in die werkgever se diens tree of, na gelang van die jongste, die datum waarop hy laas geregtig geword het op betaalde verlof, en omvat enige tydperk waarin 'n werknemer verpligte vredesydse opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, meemaak.

(9) Die Raad kan wederkerige reëlings met enige ander nywerheid tref vir die uitruil van verlofbewyse tot voordeel van werknemers wat die nywerhede verlaat.

5. EKSTRA VERLOFBETALING.

(1) Wanneer 'n werknemer wat 12 of meer jare ononderbroke diens by 'n werkgever voltooi het, vir betaalde verlof ingevolge artikel 4 (3) van hierdie Ooreenkoms in aanmerking kom, is hy, terwyl hy by dieselfde werkgever in diens is, geregtig op 'n ekstra week verlof, as dit vir die werkgever geskik is, of om die ekwivalente waarde daarvan te ontvang; met dien verstande dat by onderlinge ooreenkoms tussen werkgever en werknemer—

(i) die verlof met betaling in artikel 4 (3) van hierdie artikel vermeld, met 'n ekstra week verleng kan word; of

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

(2) Wanneer die werkgever en werknemer die ooreenkoms aangaan soos in paragraaf (1) (ii) bepaal, en die werknemer vir drie van daardie ekstra weke verlof met besoldiging (hieronder 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 besoldiging, soos in artikel 4 (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 besoldiging kwalifiseer, en wanneer die werknemer versuim om die opgeloopte verlof binne daardie tydperk te neem, verbeur hy sy reg daarop.

(3) By beëindiging van die diens van 'n werknemer wat geregtig geword het op die gelyke waarde van die ekstra verlof met besoldiging soos voorgeskryf in hierdie artikel, maar dit nog nie ontvang het nie, moet hy by sodanige diensbeëindiging betaal word vir die ekstra verlof met besoldiging waarvoor hy gekwalifiseer het maar nog nie ontvang het nie.

6. VERVANGING VAN SEKERE HOOFDOOREENKOMSBEPALINGS.

(1) Ondanks die bepaling van artikels 3, 4 en 5 van hierdie Ooreenkoms (hieronder die „gewone voorwaardes” genoem), kan 'n werkgever en sy werknemers op wie hierdie Ooreenkoms van toepassing is, onderling ooreenkom dat die bepaling van artikels 11, 12 en 13 en paragraaf 1 (v) (b) van artikel 30 van Deel I van die Hoofdooreenkoms (hieronder „die spesiale voorwaardes” genoem) dit sal vervang.

(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) and in section 5 of this Agreement and section 14 of Part I of the Main Agreement, 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 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 computed as provided for in sub-section (1) or sub-section (2) of this section, whichever is applicable.

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

(7) (a) After not less than 50 weeks have elapsed, reckoned from the date upon which the period of employment covered by the voucher commenced, any employee who has been furnished with a voucher in terms of 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.

(8) Except as otherwise provided herein, employment for purposes of this section shall be deemed to commence from the date on which an employee enters the employer's service, or, whichever is the later, the date on which he last became entitled to a paid holiday, and includes any period in which an employee compulsorily undergoes peace training in terms of the South Africa Defence Act, 1912.

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

5. ADDITIONAL HOLIDAY PAY.

(1) Whenever an employee who has completed 12 or more years' continuous service with an employer qualifies for a paid holiday in terms of section 4 (3) of this Agreement, he shall, while employed by the same employer, be entitled to an extra week's leave at the employer's convenience or to receive the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

(i) the paid holiday referred to in section 4 (3) of this Agreement 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.

(2) Whenever the employer and employee come to the arrangement provided for in paragraph (1) (ii) and the employee has qualified for 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 section 4 (3) of this Agreement, 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.

(3) 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 section he shall be paid upon his employment so terminating for such extra paid leave as he has qualified for and not received.

6. SUBSTITUTION OF CERTAIN MAIN AGREEMENT PROVISIONS.

(1) Notwithstanding the provisions of sections 3, 4 and 5 of this Agreement (hereinafter referred to as „the ordinary conditions”) an employer and his employees to whom this Agreement applies may mutually agree that the provisions of sections 11, 12 and 13 and paragraph (1) (v) (b) of section 30 of Part I of the Main Agreement (hereinafter referred to as „the special conditions”) shall be substituted therefor.

(2) Elke werkgewer wat op hierdie tydstop in die bedryf is, moet aan die Raad binne een maand na die inwerkingtreding van hierdie Ooreenkoms, meedeel of die gewone bepalings en of die spesiale bepalings, wat in subartikel (1) genoem is, in sy inrigting nagekom sal word, en enige werkgewer wat na hierdie datum met sake begin, moet, wanneer hy inligting aan die Raad verstrek ooreenkomstig die bepalings van artikel 8, aan die Raad meedeel of die gewone bepalings of die spesiale bepalings, wat in subartikel (1) genoem word, in sy inrigting nagekom sal word.

7. UITGAWES VAN DIE RAAD.

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

- (1) Van die betalings wat gemaak moet word aan elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word (uitgesonderd werknemers op werk geklassifiseer by Tarief 12, vakleerlinge en minderjariges gedurende die tydperk waarin sodanige minderjariges sonder 'n vakleerlingskap-kontrak kragtens die Wet op Vakleerlinge, 1944, soos gewysig, in diens geneem kan word) en wanneer dit betaal word, moet elke werkgewer 'n bedrag van 3d. per week aftrek, met inbegrip van weke waarin die werknemer met betaalde verlof afwesig is.
- (2) By die bedrag aldus afgetrek moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag vir elke maand aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metaalnywerheid (Transvaalse Streeksraad), Posbus 3998, Johannesburg, stuur voor of op die vyftiende dag van die daaropvolgende maand, tesame met 'n staat in sodanige vorm as wat van tyd tot tyd voorgeskryf word.
- (3) In enige inrigting waar daar geen bydraes betaalbaar is nie, soos bepaal in subartikels (1) en (2) hiervan, of waar die totale bedrag kragtens subartikel (2) betaalbaar minder as vyf shillings is, moet die totale bedrag, in subartikel (2) genoem, deur die werkgewer met 'n bedrag aangevul word wat sodanig is dat die totale bedrag minstens vyf shillings vir elke maand is.
- (4) Elke werkgewer moet voor of op die 15de dag van elke maand aan die Raad die staat wat in subartikel (2) genoem word ten opsigte van die voorafgaande maand stuur op die wyse wat daarin bepaal word.

8. REGISTRASIE VAN WERKGEWERS.

(1) (a) Elke werkgewer wat dit nie reeds in ooreenstemming met enige vorige ooreenkoms gedoen het nie, moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree; en

(b) elke werkgewer wat na daardie datum met sake begin, moet binne een maand nadat hy met werksaamhede begin, die volgende besonderhede aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metaalnywerheid (Transvaalse Streeksraad) Posbus 3998, Johannesburg, stuur:—

- (i) Naam voluit;
- (ii) adres;
- (iii) bedrywe of werksaamhede deur hom uitgeoefen;

bo en behalwe die verklaring wat in subartikel (2) van artikel 6 van hierdie Ooreenkoms genoem word.

(2) Indien die werkgewer 'n vennootskap is, moet sowel inligting in ooreenstemming met subartikel (1) van hierdie artikel as die naam waaronder die vennootskap werk verstrek word.

9. ALGEMENE VOORWAARDES.

(a) Ondanks andersluidende bepalings in die Hoofooreenkoms, tensy anders by hierdie Ooreenkoms bepaal, is die volgende bepalings van die Hoofooreenkoms *mutatis mutandis* van toepassing:—

- (1) Artikel 3 (uitgesonderd die woordomschrywing „dagskof”), 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 20, 22, 25, 27, 30, 31 en 32 van Deel I van die Hoofooreenkoms.
- (2) Artikels 11, 12 en 13 en paragraaf (1) (v) (b) van artikel 30 van Deel I (indien die werkgewer en sy werknemers onderling ooreenkom dat dit die bepalings van artikels 3, 4 en 5 van hierdie Ooreenkoms vervang).
- (3) Artikel 28 van Deel I van die Hoofooreenkoms.
- (4) Artikels 24 [uitgesonderd subartikel (2) daarvan] en 29 van Deel I van die Hoofooreenkoms.
- (5) Deel II van die Hoofooreenkoms ten opsigte van werknemers betrokke by werk wat by Tarief 12 ingedeel is.
- (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 gewerk tussen 7 vm. en 1 nm. op een dag per week wat as kort dag bekend staan. Werkgewers mag verskillende dae van die week as 'n 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 in stryd is nie.

Soos gemagtig namens die partye, op hede die twaalfde dag van November 1956, in Johannesburg onderteken.

R. F. BUDD, Voorsitter.

JOHN M. RUSSELL, Ondervoorsitter.

W. R. GLASTONBURY, Sekretaris.

(2) Every employer in business at the time shall declare to the Council within one month from the date of coming into operation of this Agreement whether the ordinary provisions or the special provisions referred to in sub-section (1) will be observed in his establishment, and every employer commencing business after that date shall, when furnishing information to the Council in accordance with the provisions of section 8, declare to the Council whether the ordinary provisions or the special provisions referred to in sub-section (1) will be observed in his establishment.

7. EXPENSES OF THE COUNCIL.

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

- (1) From the payments to be made to each of his employees affected by this Agreement (other than employees employed on work classified at rate 12, apprentices and minors during the period such minors may be employed without a contract of apprenticeship under the Apprenticeship Act, 1944, as amended, and at the time of payment thereof, every employer shall deduct an amount of 3d. per week including weeks on which an employee is absent on paid leave.
- (2) To the amount thus deducted the employer shall add an equal amount and forward the total sum for each month to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, by not later than the fifteenth day of the month immediately following, together with a statement in such form as may from time to time be prescribed.
- (3) In any establishment wherein no contributions are payable as provided for in sub-sections (1) and (2) hereof or where the total sum payable under sub-section (2) is less than five shillings, 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 five shillings for each month.
- (4) Every employer shall, by not later than the 15th day of each month, forward to the Council in respect of the preceding month and in the manner indicated therein the statement referred to in sub-section (2).

8. REGISTRATION OF EMPLOYERS.

(1) (a) Every employer who has not already done so in pursuance of any previous Agreement shall within one month from the date on which this Agreement comes into operation.

(b) Every employer starting business after that date shall within one month of the commencement of such business, 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 (2) of section 6 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.

9. GENERAL CONDITIONS.

(a) Notwithstanding anything to the contrary in the Main Agreement, unless otherwise provided by this Agreement the following provisions of the Main Agreement shall *mutatis mutandis* apply:—

- (1) Sections 3 (excluding the definition of “day shift”), 4, 5, 6, 7, 8, 9, 10, 14, 15, 16, 17, 18, 20, 22, 25, 27, 30, 31 and 32 of Part I of the Main Agreement.
- (2) Sections 11, 12 and 13 and paragraph (1) (v) (b) of section 30 of Part I (when the employer and his employees mutually agree to the substitution thereof for the provisions of sections 3, 4 and 5 of this Agreement).
- (3) Sections 28 of Part I of the Main Agreement.
- (4) Sections 24 [excluding sub-section (2) thereof] and 29 of Part I of the Main Agreement.
- (5) 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 the Twelfth day of November, 1956.

R. F. BUDD, Chairman.

JOHN M. RUSSELL, Vice Chairman.

W. R. GLASTONBURY, Secretary.

No. 100.] [18 Januarie 1957.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

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

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

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Yster-, Staal-, Ingenieurs- en Metaalnywerheid, bekendgemaak by Goewermentskennisgewing No. 99 van 18 Januarie 1957, nie vir die persone wie se werksure daarby gereël word minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

J. DE KLERK,
Minister van Arbeid.

No. 101.] [18 Januarie 1957.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN BETALING VAN LEWENS-
KOSTETOELAES BETAALBAAR INGEVOLGE
OORLOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

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

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

Ek, JOHANNES DE KLERK, Minister van Arbeid, handelende kragtens die bepalings van subregulasie (1) van regulasie 4 van die regulasies gepubliseer by Oorlogsmaatreël No. 43 van 1942, soos gewysig, skort hierby die bepalings van genoemde regulasie op ten opsigte van alle werknemers wat ingevolge klousule 9 (a) (1) van die Ooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metaalnywerheid (Afdeling Radio-, Verkoelings- en Huishoudelike Elektriese Toestelle), gepubliseer by Goewermentskennisgewing No. 99 van 18 Januarie 1957, saamgelees met klousule 30 van die hoofooreenkoms vir die Yster-, Staal-, Ingenieurs- en Metaalnywerheid gepubliseer by Goewermentskennisgewing No. 1984 van 29 Oktober 1956, op 'n lewenskostetoelae geregtig is.

J. DE KLERK,
Minister van Arbeid.

No. 100.] [18 January 1957.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.

IRON, STEEL, ENGINEERING AND
METALLURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC
ELECTRICAL APPLIANCES DIVISION.

I, JOHANNES DE KLERK, 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. 99 of the 18th January, 1957, to be not less favourable to the persons whose hours of work are regulated thereby, than the relative provisions of the said Act.

J. DE KLERK,
Minister of Labour.

No. 101.] [18 January 1957.
WAR MEASURE ACT, 1940.

SUSPENSION OF PAYMENT OF COST OF LIVING
ALLOWANCES PAYABLE UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

IRON, STEEL, ENGINEERING AND
METALLURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC
ELECTRICAL APPLIANCES DIVISION.

I, JOHANNES DE KLERK, Minister of Labour, acting in terms of sub-regulation (1) of regulation 4 of the regulations published under War Measure No. 43 of 1942, as amended, hereby suspend the operation of the said regulations in respect of all employees who are entitled to a cost of living allowance in terms of clause 9 (a) (1) of the Agreement for the Iron, Steel, Engineering and Metallurgical Industry (Radio, Refrigeration and Domestic Electrical Appliances Division) published under Government Notice No. 99 of the 18th January, 1957, read with clause 30 of the Main Agreement for the Iron, Steel, Engineering and Metallurgical Industry published under Government Notice No. 1984 of the 29th October, 1956.

J. DE KLERK,
Minister of Labour.

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