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UNION OF SOUTH AFRICA

BUITENGEWONE

EXTRAORDINARY

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GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

No. 1087.]

[19 Julie 1957.]

WET OP NYWERHEIDSVERSOENING, 1956.

YSTER-, STAAL-, INGENIEURS- EN METAAL-
NYWERHEID, UNIE VAN SUID-AFRIKA.

GROEPSLEWE- EN VOORSORGSFONDSOOR-
EENKOMS.

Ek, PAUL OLIVER SAUER, Waarnemende Minister van Arbeid, verklaar hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hierby 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 vyf jaar van genoemde tweede Maandag af eindig, bindend is vir die werkgewersorganisasies en vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van daardie organisasies of daardie vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd artikels 1, 2 (1) en 7, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat vyf jaar van genoemde tweede Maandag af 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 Unie van Suid-Afrika.

P. O. SAUER,
Waarnemende Minister van Arbeid.

BYLAE.

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

OOREENKOMS

ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, ten einde voorsiening te maak vir die betaling van bydraes tot 'n fonds wat ingestel gaan word en bekend sal staan as die „Groepslewe- en Voorsorgsfonds vir die Metaalnywerheid“ (hierna „die Fonds“ genoem), gesluit en aangegaan tussen die—

Boatbuilders' and Shipwrights' Association of South Africa;
Constructional Engineering Association;
Construction and Road Equipment Manufacturers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Metal products Association of South Africa;
Non-Ferrous Metal Industries Association of South Africa;

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

No. 1087.]

[19 July 1957.]

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRY, UNION OF SOUTH AFRICA.

GROUP LIFE AND PROVIDENT FUND AGREEMENT.

I, PAUL OLIVER SAUER, Acting 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 Metallurgical Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, upon the employer's organizations and trade unions which entered into the said Agreement and upon the employers and employees who are members of those organizations or those unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions contained in the said Agreement, excluding sections 1, 2 (1) and 7, shall be binding from the second Monday after the date of publication of this notice and for the period ending five years from the said second Monday, 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 Union of South Africa.

P. O. SAUER,
Acting Minister of Labour.

SCHEDULE.

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, to provide for the payment of contributions to a Fund to be established and known as "The Metal Industries Group Life and Provident Fund" (hereinafter referred to as "the Fund"), made and entered into between the—

Boatbuilders' and Shipwrights' Association of South Africa;
Constructional Engineering Association;
Construction and Road Equipment Manufacturers' Association;
Edge Hand and Small Tool Manufacturers' Association;
Electrical Engineering and Allied Industries Association;
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape);
Gate and Fence Manufacturers' Association of the Transvaal;
Iron and Steel Producers' Association of South Africa;
Lift Engineering Association of South Africa;
Light Metal Products Association of South Africa;

Plastics Manufacturers' Association of South Africa;
 Precision Manufacturing Engineers' Association;
 Radio, Refrigeration and Electrical Appliance Association of South Africa;
 Sheet Metal Industries Association of South Africa;
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
 S.A. Electro Plating Industries Association;
 S.A. Fasteners Manufacturers' Association;
 S.A. Reinforced Concrete Engineers' Association;
 S.A. Tube Makers' Association;
 S.A. Wire and Wire Rope Manufacturers' Association;
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association;
 The Cape Engineers' and Founders' Association;
 The East London Engineers' and Founders' Employers' Association;
 The Natal Engineering Industries Association;
 The Port Elizabeth Engineers' Association;
 Transvaal Foundry Association;
 Transvaal Heavy Engineering Manufacturers' Association;

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

Amalgamated Engineering Union;
 Amalgamated Society of Woodworkers;
 Iron Moulders' 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;

aan die ander kant (hieronder „die werknemers” of die „vakverenigings” genoem), wat die partye is by die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede (hieronder „die Raad” genoem).

1. GELDIGHEIDSDUUR VAN DIE OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum, na die datum waarop die Ooreenkoms vir en namens die partye geteken is, wat deur die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet op Nywerheidsversoenings, 1956, vasgestel kan word, en, behoudens subartikel (4) van artikel 5 van die Ooreenkoms, bly dit van krag vir vyf jaar of vir 'n tydperk wat die Minister kan bepaal.

2. EESTEK VAN TOEPASSING VAN OOREENKOMS.

(1) Behalwe soos anders in hierdie artikel bepaal, is die bepalings van hierdie Ooreenkoms van toepassing op, en moet dwarsdeur die Unie van Suid-Afrika nagekom word deur alle werkgewers en werknemers in die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede wat onderskeidelik lede van die werkgewersorganisasies en die vakverenigings is, en is van toepassing op vakleerlinge, ongeag hulle loonskaal.

(2) Die bepalings van die Ooreenkoms is nie van toepassing op werkgewers en werknemers wat deelneem aan enige fonds wat voorsorgs- en/of pensioenvoordele verskaf, en wat bestaan op die datum waarop die Ooreenkoms in werking tree, terwyl sulke fondse steeds van krag is nie.

(3) Ondanks die bepalings van subartikel (2) is die bepalings van die Ooreenkoms van toepassing op werkgewers en werknemers ten opsigte van enige werknemer wat nie gedek word nie, of ophou om gedek te word deur 'n fonds wat in daardie subartikel genoem word.

3. WOORDOMSKRYWINGS.

Enige uitdrukkings in hierdie Ooreenkoms gebesig waarvan die betekenis in die Wet op Nywerheidsversoenings, 1956, omskryf is, het dieselfde betekenis as in daardie Wet, en by 'n verwysing na 'n wet is ook enige wysiging van sodanige wet inbegrepe; verder, tensy dit in stryd is met die sinsverband, beteken—

„vakleerling”, 'n werknemer in diens kragtens 'n skriftelike vakleerlingskapkontrak wat deur die Raad erken word of 'n vakleerlingskapkontrak geregistreer ingevolge die Wet op Vakleerlinge, 1944;

„Raad”, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede;

„werknemer”, 'n werknemer in diens op enigeen van die klasse werk ingelys teen 'n gekonsolideerde skaal van minstens 2s. 1d. per uur in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1984 van 29 Oktober 1956 en/of die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 99 van 18 Januarie 1957 (hierna die „Nywerheids-ooreenkoms” genoem), en sluit 'n vakleerling in, ongeag sy loonskaal;

„inrigting”, enige perseel waarin of waarop die Nywerhede, of enige gedeelte daarvan, soos hierin omskryf, uitgeoefen word;

„Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerhede,” of „nywerhede”, die nywerhede wat te doen het met die vervaardiging van yster en/of staal en/of allooie en/of die verwerking en/of herwinning en/of raffinerings van metale (uitgesonderd edelmetale) en/of allooie uit metaalskuiem en/of afval en/of oorblyfsels; die onderhoud, fabrisering, oprigting of inmeekaarsit, bou, verandering, yervanging of herstel van enige masjien, voertuig (uitgesonderd 'n motorvoertuig) of artikel hoofsaaklik van metaal (uitgesonderd edelmetale) of dele of bestanddele daarvan en metaalbouwerk, met inbegrip van staalversterkings; die vervaardiging van metaalgoedere, hoofsaaklik van sodanige yster en/of staal en/of ander metale (uitgesonderd edelmetale) en/of allooie

Non-Ferrous Metal Industries Association of South Africa;
 Plastics Manufacturers' Association of South Africa;
 Precision Manufacturing Engineers' Association;
 Radio, Refrigeration and Electrical Appliance Association of South Africa;
 Sheet Metal Industries Association of South Africa;
 S.A. Agricultural and Irrigation Machinery Manufacturers' Association;
 S.A. Electro Plating Industries Association;
 S.A. Fasteners Manufacturers' Association;
 S.A. Reinforced Concrete Engineers' Association;
 S.A. Tube Makers' Association;
 S.A. Wire and Wire Rope Manufacturers' Association;
 S.A. Wrought Non-Ferrous Metal Manufacturers' Association;
 The Cape Engineers' and Founders' Association;
 The East London Engineers' and Founders' Employers' Association;
 The Natal Engineering Industries Association;
 The Port Elizabeth Engineers' Association;
 Transvaal Foundry Association;
 Transvaal Heavy Engineering Manufacturers' Association;

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

Amalgamated Engineering Union;
 Amalgamated Society of Woodworkers;
 Iron Moulders' 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 Industries (hereinafter referred to as “the Council”).

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date subsequent to the date of the signing of the Agreement for and on behalf of the parties as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Industrial Conciliation Act, 1956, and shall, subject to sub-section (4) of section 5 of the Agreement, remain in force for five years from that date or for such period as the Minister may determine.

2. SCOPE OF APPLICATION OF AGREEMENT.

(1) Except as otherwise provided in this section, the terms of this Agreement shall apply to and be observed throughout the Union of South Africa by all employers and employees in the Iron, Steel, Engineering and Metallurgical Industries who are members of the employers' organisations and trade unions respectively, and shall apply to apprentices irrespective of wage rates.

(2) The terms of this Agreement shall not apply to employers and employees participating in any fund providing provident and/or pension benefits which is in existence at the date of coming into operation of this Agreement, while such funds continue to operate.

(3) Notwithstanding the provisions of sub-section (2), the terms of this Agreement shall apply to employers and employees in respect of any employee who is not covered by, or ceases to be covered by, a fund referred to in that sub-section.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, and any reference to an Act shall include any amendments to such Act; further, unless inconsistent with the context—

“apprentice” means an employee serving under a written contract of apprenticeship recognised by the Council, or a contract of apprenticeship registered under the Apprenticeship Act, 1944;

“Council” means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries;

“employee” means an employee employed on any of the classes of work scheduled at a consolidated rate of not less than 2s. 1d. per hour in the Agreement published under Government Notice No. 1984 of the 29th October, 1956, and/or the Agreement published under Government Notice No. 99 of the 18th January, 1957 (hereinafter referred to as “the Industrial Agreements”), and includes an apprentice irrespective of his wage rate.

“establishment” means any premises wherein or whereon the industries, or part thereof, as herein defined, is carried on; “Iron, Steel, Engineering and Metallurgical Industries” or “Industries” means the industries concerned with the production of iron, and/or steel and/or alloys and/or the processing and/or recovery and/or refining of metals (other than precious metals) and/or alloys from dross and/or scrap and/or residues; the maintenance, fabrication, erection or assembly, construction, alteration, replacement or repair of any machine, vehicle (other than a motor vehicle) or article consisting mainly of metal (other than precious metal) or parts or components thereof and structural metal work, including steel reinforcement work; the manufacture of metal goods principally from such iron and/or steel and/or other

en/of die afwerking van metaalgoedere; die bou en/of verandering en/of herstel van bote, en/of skepe, met inbegrip van die afskraap, afkap en/of afskaal en/of verf van die rompe van bote en/of skepe en algemene houtwerk wat in verband met skeepsherstelwerk onderneem word, en dit omvat die elektrotegniese ingenieursnywerheid, hysers- en roltrapnywerheid en die plastieknywerheid, maar nie die motornywerheid nie;

„elektrotegniese ingenieursnywerheid” —

- (a) die vervaardiging en/of inmeekaarsit van elektriese uitrusting, nl. dinamo's, motore, konvertors, skakelaars en kontrole-uitrusting uit onderdele (met inbegrip van relays, kontakters, elektriese instrumente en uitrusting wat daarmee in verband staan), elektriese beligtings-, verhitings-, kook-, bevroings- en verkoelingsuitrusting, transformators, oonduitrusting, seinuitrusting, radio- of elektroniese uitrusting en ander uitrusting wat die beginsels wat gebruik word in die bediening van radio- en elektroniese uitrusting, aanwend, gloeilampe en elektriese kables en huishoudelike elektriese toestelle, en omvat die vervaardiging van onderdele van bogenoemde uitrusting;
- (b) die installering, onderhoud en herstel van die uitrusting in paragraaf (a) hierbo genoem, maar sluit nie die elektrotegniese kontraknywerheid in nie;

„elektrotegniese kontraknywerheid”, die ontwerp, voorbereiding (uitgesonderd die vervaardiging vir verkoop) en oprigting van elektriese installasies wat 'n integrerende en permanente deel van geboue uitmaak, en die herstel en/of onderhoud van hierdie installasies, met inbegrip van kabelaswerk en elektriese bedrading wat daarmee in verband staan;

„hysers- en roltrapnywerheid”, die vervaardiging en/of inmeekaarsit en/of installering en/of herstel van elektriese hysers en roltrappe;

„plastieknywerheid”, die vervaardiging van artikels of gedeeltes van artikels heeltemaal of hoofsaaklik van plastiek, maar omvat nie die volgende artikels wat van plastiese materiaal gemaak word nie, nl. klerasie, sakke en handsakke, stewels, skoere, oorskoene, stoffeermateriaal en plastiese hortjiesblindings;

„plastika”, enigeen van die groep stowwe wat, as 'n essensiële bestanddeel, 'n organiese stof van 'n groot molekulêre gewig bevat of daaruit bestaan, en wat in die een of ander stadium in die vervaardiging daarvan geforseer is of kan word deur te vloei, d.i. gegiet, gekalandeer, uitgestoot of gevorm kan word in verskillende vorms, gewoonlik deur die aanwending van slegs hitte en slegs drukking of albei tesame, terwyl dit in die afgewerkte staat solied is;

„edelmetale”, die edelmetale goud, silwer, platina en/of palladium en/of enige alloor wat genoemde edelmetale of enige daarvan in sodanige verhouding tot enige ander metale bevat om die grootste deel in die waarde van daardie alloor te wees;

„motornywerheid”, die motornywerheid soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1984 van 29 Oktober 1956.

4. LIDMAATSKAP.

Ingelyste werknemers en oningelyste werknemers vir wie die werkgewers bydraes maak, is lede van die Fonds by sy oprigting.

Vir die toepassing van hierdie artikel en van artikel 5 van hierdie Ooreenkoms beteken —

„ingelyste werknemer”, 'n werknemer soos omskryf in artikel 3 van die Ooreenkoms (Woordomsrywings); en

„oningelyste werknemer”, onderhewig aan die voorbehoud in subartikel (2) van artikel 5, enige ander werknemer in diens van 'n werkgewer.

5. BYDRAES.

(1) Bydraes moet deur die werknemers gedoen word vanaf die datum van inwerkingtreding van die Ooreenkoms soos hierna bepaal. Vir elke werknemer moet die werkgewer 2d. per uur bydra —

- (i) vir gewone ure gewerk (oortyd uitgesonderd);
- (ii) vir gewone tyd waarin 'n werknemer met betaalde verlof is of van sy werk afwesig is as gevolg van siekte of 'n besering op diens of met die toestemming van die werkgewer; en
- (iii) vir die gewone werkure van daardie dag van die week op besoldigde openbare vakansiedae;

met dien verstande dat as die gewone werkure wat deur 'n inrigting nagekom word, minder as 46 uur per week is, bykomende bydraes teen die uurskaal deur die werkgewer gedoen moet word vir die verskil in ure tussen die gewone werkure van sy werknemers en 46 uur.

(2) Bydraes bereken ooreenkomstig subartikel (1) kan vir oningelyste werknemers na goeddunke van die werkgewer gedoen word; met dien verstande dat sodanige werknemers 'n uurloon moet ontvang van minstens 1s. 7d. per uur of besoldiging wat, met uitsluiting van enige bedrag betaal as lewenskostoelae, die ekwivalent is van minstens 1s. 7d. per uur.

(3) Die bedrag betaalbaar iedere maand ooreenkomstig hierdie artikel moet op of voor die 15de dag van die maand wat onmiddellik volg, aan die Raad gestuur word en wel soos volg: —

Elke werkgewer in Gebied A aan die Sekretaris, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 4012, Kaapstad;

metals (other than precious metals) and/or alloys and/or the finishing of metal goods; the building and/or alteration and/or repair of boats and/or ships including the scraping, chipping and/or scaling and/or painting of the hulls of boats and/or ships and general woodwork undertaken in connection with ship repairs; and includes the Electrical Engineering Industry, Lift and Escalator Industry and Plastics Industry but does not include the Motor Industry;

“Electrical Engineering Industry” means —

- (a) the manufacture and/or assembly from component parts of electrical equipment namely, generators, motors, converters, switch and control gear (including relays, contractors, electrical instruments and equipment associated therewith), electrical lighting, heating, cooking, refrigeration and cooling equipment, transformers, furnace equipment, signalling equipment, radio or electronic equipment and other equipment utilising the principles used in the operation of radio and electronic equipment, incandescent lamps and electric cables and domestic electrical appliances, and includes the manufacture of component parts of the afore-mentioned equipment;
- (b) the installation, maintenance and repair of the equipment referred to in paragraph (a) above in the Province of the Transvaal, but does not include the Electrical Contracting Industry;

“Electrical Contracting Industry” means the design, preparation (other than manufacture for sale) and erection of electrical installations forming an integral and permanent portion of buildings and the repair and/or maintenance of such installations, including any cable jointing and electrical wiring associated therewith;

“Lift and Escalator Industry” means the manufacture and/or assembly and/or installation- and/or repair of electrical lifts and escalators;

“Plastic Industry” means the manufacture of articles or parts of articles wholly or mainly from plastics, but does not include the manufacture of the following articles made from plastic sheeting material, viz., wearing apparel, bags and handbags, boots, shoes, overshoes, upholstery coverings and plastic venetian blinds;

“plastics” means any one of the group of materials which consists of or contains as an essential ingredient an organic substance of a large molecular weight and which while solid in the finished state, at some stage in its manufacture has been or can be forced, i.e. cast, calendered, extruded or moulded into various shapes by flow, usually through the application, singly or together, of heat and pressure;

“precious metals” means the precious metals gold, silver, platinum and/or palladium and/or any alloy containing the said precious metals or any of these in such proportion with any other metals to be the greater part in value of such alloy;

“Motor Industry” means the Motor Industry as defined in the Agreement published under Government Notice No. 1984 dated the 29th October, 1956.

4. MEMBERSHIP.

Scheduled employees and unscheduled employees for whom the employers make contributions shall be members of the Fund upon its establishment.

For the purposes of this section and of section 5 of this Agreement —

“scheduled employee” means an employee as defined in section 3 of this Agreement (Definitions); and “unscheduled employee” means, subject to the proviso in sub-section (2) of section 5, any other employee in the employ of an employer.

5. CONTRIBUTIONS.

(1) Contributions shall be made by the employers as from the date of coming into operation of this Agreement as hereinafter provided. For each employee the employer shall contribute 2d. per hour —

- (i) for ordinary hours worked (exclusive of overtime);
- (ii) for ordinary time in which an employee is on paid leave or is absent from work on account of sickness or an injury on duty or with the permission of the employer; and
- (iii) for the ordinary hours of work of that day of the week on paid public holidays;

provided that if the ordinary hours of work observed in any establishment are less than 46 hours per week, additional contributions at the hourly rate shall be made by the employer for the difference in hours between the ordinary working hours of his employees and 46 hours.

(2) Contributions calculated in accordance with sub-section (1) may be made at the discretion of the employer for unscheduled employees, provided such employees are receiving an hourly wage of not less than 1s. 7d. per hour or remuneration which, excluding any amount paid as cost of living allowance, is the equivalent of not less than 1s. 7d. per hour.

(3) The amount payable in each month in terms of this section shall be forwarded to the Council by not later than the fifteenth day of the month immediately following as follows: —

Every employer in Region A to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Cape Regional Council), P.O. Box 4012, Cape Town;

elke werkgewer in Gebied B aan die Sekretaris, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 27, Oos-Londen;

elke werkgewer in Gebied C aan die Sekretaris, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 2778, Durban;

elke werkgewer in Gebied D aan die Sekretaris, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3051, Port Elizabeth;

elke werkgewer in Gebied E aan die Sekretaris, die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg;

tesame met 'n staat in 'n vorm wat van tyd tot tyd voorgeskryf kan word.

(4) Alle bydraes deur die Raad ontvang moet in 'n bank of in banke en/of bougenootskappe inbetaal en vir die kredit van die Fonds gehou word en na die oprigting van die Fonds moet dit van tyd tot tyd aan die Fonds oorbetaal word; met dien verstande dat as die Fonds nog nie opgerig is teen die tyd wat een jaar verstryk het van die datum van die inwerkingtreding van hierdie Ooreenkoms nie, sal die bydraes verskuldig kragtens hierdie artikel ophou om verskuldig te wees en wel vanaf die twaalfde maand gereken vanaf die datum van die inwerkingtreding van die Ooreenkoms, en die bydraes wat kragtens hierdie artikel gedoen is, is dan weer aan die werkgewers terugbetaalbaar en moet binne die verdere tydperk van vier maande terug betaal word. Vir die doel van hierdie en ander bepalings van hierdie artikel moet die Raad rekords hou van die bydraes wat van die werkgewers ontvang word, en die bedrag wat aan 'n werkgewer teruggestuur moet word (as daar is), sal die bedrag wees wat in die kredit van die betrokke werkgewer staan.

6. ADMINISTRASIE.

(1) Na sy oprigting moet die Fonds ooreenkomstig die reëls van die Fonds geadminestreer word. Sulke reëls mag nie strydig met die bepalings van die Wet op Nywerheidsversoening wees nie, en 'n eksemplaar van die reëls en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om gedurende die looptyd van hierdie Ooreenkoms te werk, moet die Bestuursraad wat ooreenkomstig die konstitusie van die Fonds aangestel is, die werk van die Raad ten opsigte van hierdie Ooreenkoms oorneem. As die Bestuursraad nie aangestel is nie of as hy nie in staat is of onwillig is om die werk te doen, kan die Minister kurators aanstel om die Raad se werk te doen. Die Bestuursraad of kurators aldus aangestel, sal vir die toepassing van hierdie Ooreenkoms al die bevoegdhede hê wat aan die Raad verleen is. Betaling (as daar is) vir die dienste van die kurators moet deur die Fonds gedra word.

7. AGENTE.

'n Agent van die Raad het die reg om enige inrigting binne te gaan en hy kan die werkgewer of enigeen van die werknemers ondervra, die rekords nagaan en enige inligting inwin ten einde vas te stel of die bepalings van die Ooreenkoms nagekom word of nie.

8. VRYSTELLINGS.

(1) Die Raad of die uitvoerende komitee kan vrystelling van enigeen van die bepalings van die Ooreenkoms verleen.

(2) Aansoek om vrystelling moet by die Sekretaris van die Raad, Posbus 9381, Johannesburg, gedoen word.

(3) Die Raad of die uitvoerende komitee, na gelang van die geval, moet die voorwaardes vasstel waarvolgens sodanige vrystelling van krag sal wees, en kan, as hy dit goedvind, nadat een week kennis aan die betrokke persoon gegee is, enige vrystellingslisensie intrek, hetsy die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

9. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n eksemplaar van hierdie Ooreenkoms in die vorm voorgeskryf by regulasie kragtens die Wet, in leesbare druk en in albei amptelike tale van die Unie, op 'n opvallende plek op sy perseel opplak en opgeplak hou.

Namens die partye op hede die 2de dag van Mei 1957 in Johannesburg onderteken.

C. H. CROMPTON, *Lid van die Raad.*

D. LION CACHET, *Lid van die Raad.*

W. R. GLASTONBURY, *Sekretaris.*

every employer in Region B to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Border Regional Council), P.O. Box 27, East London;

every employer in Region C to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Natal Regional Council), P.O. Box 2778, Durban;

every employer in Region D to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Midland Regional Council), P.O. Box 3051, Port Elizabeth;

every employer in Region E to the Secretary, National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industries (Transvaal Regional Council), P.O. Box 3998, Johannesburg;

together with a statement in such form as may from time to time be prescribed.

(4) All contributions received by the Council shall be paid into a bank or banks and/or building societies and shall be held in credit for the Fund and shall from time to time be paid over to the Fund upon the establishment of same: provided that if the Fund is not established by the time that one year has elapsed from the date of coming into force of this Agreement, the contributions due under this section shall cease to be due as from the twelfth month reckoned from the date of the Agreement coming into force and the contributions made in terms of this section shall thereupon become returnable to the employers and be returned within the further period of four months. For the purpose of these and other provisions of this section the Council shall keep a record of the contributions received from the employers and the amount to be returned to an employer, if any, shall be the amount standing to the credit of the employer concerned.

6. ADMINISTRATION.

(1) Upon its establishment the Fund shall be administered in accordance with the Rules of the Fund. Such rules shall not be inconsistent with this Agreement or the provisions of the Industrial Conciliation Act and a copy of the Rules and any amendments thereto shall be lodged with the Secretary for Labour.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function during the currency of this Agreement, the Board of Management appointed in terms of the Constitution of the Fund shall take over the functions of the Council in respect of this Agreement. If the Board of Management has not been appointed or if it should be unable or unwilling to perform such duties the Minister may appoint trustees to perform the Council's functions. The Board of Management or trustees so appointed shall have all the powers vested in the Council for the purpose of this Agreement. Payment (if any) for the services of the trustees shall be borne by the Fund.

7. AGENTS.

An Agent of the Council shall be entitled to enter any establishment and may question the employer or any employees, inspect the records and make any enquiries for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

8. EXEMPTIONS.

(1) The Council or Executive Committee may grant exemption from any of the provisions of this Agreement.

(2) Application for exemption shall be made to the Secretary of the Council, P.O. Box 9381, Johannesburg.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which such exemption shall be valid, and may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

9. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in some conspicuous place upon his premises, a copy of this Agreement in the form prescribed by the regulations under the Act, in legible characters, in both official languages of the Union.

Signed at Johannesburg, on behalf of the parties, on this 2nd day of May, 1957.

C. H. CROMPTON, *Member of the Council.*

D. LION CACHET, *Member of the Council.*

W. R. GLASTONBURY, *Secretary.*

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