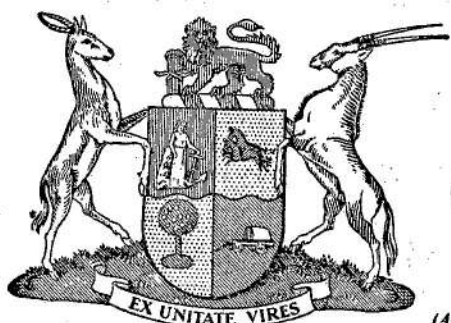




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[No. 577.]

GOEWERMENTSKENNISGEWINGS.**DEPARTEMENT VAN ARBEID.**

No. 1274.] [16 Augustus 1963.]

WET OP NYWERHEIDSVERSOENING, 1956.

YSTER-, STAAL-, INGENIEURS- EN METAL-
LURGIESE NYWERHEID.AFDELING RADIO-, VERKOELINGS. EN HUIS-
HOUDELIKE ELEKTRIESE TOESTELLE.Namens die Minister van Arbeid verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Mei 1965 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in artikels 1 (1) en 2 van Deel I en artikels 1 (1) (b) en (f) van Deel III, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Mei 1965 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde nywerheid in die Provinsie Transvaal; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in artikels 1 (1) en (2) van Deel I en artikels 1 (1) (b), (c), (e) en (f) van Deel III, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 19 Mei 1965 eindig, in die Provinsie Transvaal *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.**GOVERNMENT NOTICES.****DEPARTMENT OF LABOUR.**

No. 1274.] [16 August 1963.]

INDUSTRIAL CONCILIATION ACT, 1956.

IRON, STEEL, ENGINEERING AND METAL-
LURGICAL INDUSTRY.RADIO, REFRIGERATION AND DOMESTIC
ELECTRICAL APPLIANCES DIVISION.On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 19th May, 1965, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions of the said Agreement, excluding those contained in sections 1 (1) and 2 of Part I and section 1 (1) (b) and (f) of Part III, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 19th May, 1965, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are 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 19th May, 1965, the provisions of the said Agreement, excluding those contained in sections 1 (1) and 2 of Part I and section 1 (1) (b), (c), (e) and (f) of Part III, 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.

M. VILJOEN,
Deputy-Minister of Labour.

BYLAE.

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

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, gesluit en aangegaan deur en tussen die
Radio, Refrigeration and Electrical Appliance Association of South Africa

(hieronder die "werkgever" of die "werkgeversorganisasie" genoem), aan die een kant, en die

S.A. Electrical Workers' Association

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

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

DEEL I.

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

(1) Die bepalings van hierdie Ooreenkoms moet dwarsdeur die provinsie Transvaal nagekom word deur alle werkgevers en werknemers wat betrokke is in die installering en/of herstel en/of diensing van radio's en/of verkoelings- en/of huishoudelike elektriese toestelle en wat lede van onderskeidelik die werkgeversorganisasie van die vakvereniging is.

(2) Ondanks die bepalings van subartikel (1), is die bepalings van hierdie Ooreenkoms van toepassing op—

- (a) vakleerlinge slegs vir sover sodanige bepalings nie met die bepalings van die Wet op Vakleerlinge, 1944, soos gewysig, of met 'n kontrak wat daarkragtens aangegaan is of voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie; en
- (b) kwekelinge ingevolge die Wet op Opleiding van Ambagsmanne, 1951, slegs vir sover sodanige bepalings nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(3) Vir die toepassing van hierdie Ooreenkoms, word die weekloon van vakleerlinge soos voorgeskryf ingevolge die Wet op Vakleerlinge (Wet No. 37 van 1944, soos gewysig) en die lewenskostetoelae betaalbaar ooreenkomstig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos voortgesit by die Wet op die Voortsetting van Oorlogsmaatregels (Wet No. 66 van 1962), geag die weekloon te wees, en die "uurloon" is die weekloon, soos hierbo bereken, gedeel deur die getal gewone ure gewerk in die betrokke bedryfsinrigting.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid kragtens artikel *agt-en-veertig* van die Wet mag vasstel en bly van krag vir dieselfde tydperk as die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 727 van 17 Mei 1963 (hieronder die "Hofooreenkoms" genoem), sodat hulle op dieselfde datum verstryk.

3. LONE EN/OF VERDIENSTE.

(1) Enige werknemer (uitgesonderd 'n werknemer wat in diens geneem is vir werk wat onder tarief 11 geklassifiseer is) wat op die datum van inwerkingtreding van hierdie Ooreenkoms die loon ontvang soos in die Ooreenkoms voorgeskryf vir sy klas werk soos in die Ooreenkoms ingelys of wat 'n hoër loon ontvang as die loon vir sy klas werk soos in die Ooreenkoms ingelys, moet 'n verhoging ontvang van 2c per uur op die uurloon wat sodanige werknemer voor die inwerkingtreding van hierdie Ooreenkoms ontvang het.

(2) Behoudens die bepalings van subklousule (1), mag geen werkgever aan werknemers (uitgesonderd vakleerlinge) wat engeen van die klasse werk verrig wat in onderstaande loonlyste gespesifiseer is, 'n loon en/of verdienste betaal wat laer is as dié wat teenoor sodanige klasse gemeld word nie, en geen werknemer mag 'n loon en/of verdienste wat laer as dié wat teenoor sodanige klasse gemeld word, aanneem nie:—

Werktuigkundige vir huishoudelike toestelle se werk: 76·33 sent per uur.

Koelkaswerktuigkundige se werk: 76·33 sent per uur.

Radiotrisiën se werk: 76·33 sent per uur.

Vir die toepassing van hierdie klousule beteken—

"werktuigkundige vir huishoudelike toestelle se werk" of "radiotrisiën se werk" of "koelkaswerktuigkundige se werk" een of meer van die volgende klasse werk:—

Diagnosering van defekte in of die leiding of uitvoering van herstelwerk of verstelwerk aan, of die diensing, oprigting en/of installering van of toesig-houding oor die oprigting en/of installering van stowe, koelkaste en huishoudelike elektriese toestelle, radio- en/of draadloosinstrumente en elektriese klankreproduksie-apparaat, en die uitvoering van finale toetse of die toesighouding oor sodanige werksaamhede, maar uitgesonderd die aansluiting aan (of afsluiting van) bestaande steekstokke en/of die oprigting van radioluggrade, of werk wat verrig word in verband met die vervaardiging van sodanige toestelle, apparaat en instrumente;

SCHEDULE.

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

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, 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.

PART I.

1. SCOPE 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.

(2) Notwithstanding the provisions of sub-section (1) the terms of this Agreement 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.

(3) For purposes of this Agreement the weekly wage rate of Apprentices prescribed under the Apprenticeship Act (Act No. 37 of 1944, as amended) and cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942 as continued by the War Measures Continuation Amendment Act (Act No. 66 of 1962), shall be taken to be the weekly wage, and the 'hourly rate' shall be the weekly wage calculated as above divided by the number of ordinary hours worked in the establishment concerned.

2. PERIOD OF APPLICATION OF AGREEMENT.

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. 727, dated the 17th May, 1963 (hereinafter referred to as "the Main Agreement"), so as to expire simultaneously therewith.

3. WAGES AND/OR EARNINGS.

(1) Any employee (other than employees employed on work classified at Rate 11) who at the date of coming into operation of this Agreement is receiving the rate prescribed in the Agreement for his class of work scheduled in the Agreement or who is receiving a higher rate than the rate for his class of work scheduled in the Agreement shall receive an increase of 2c per hour on the hourly rate such employee was receiving prior to the commencement of the Agreement.

(2) Subject to the provisions of sub-section (1), no employer shall pay to employees (other than apprentices) engaged on any of the classes of work hereinafter specified in the following wage schedules 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:—

Domestic appliance mechanic's work: 76·33 cents per hour.

Refrigerator mechanic's work: 76·33 cents per hour.

Radiotrician's work: 76·33 cents per hour.

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;

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

Skaal 11.

Algemene arbeidswerk: 16c per uur.

4. BETALING VIR OPENBARE VAKANSIEDAE.

(1) Alle geproklameerde openbare vakansiedae is vakansiedae met betaling ten opsigte waarvan 'n werknemer minstens sy uurloon soos in die Hoofdooreenkoms omskryf, betaal moet word vir die gewone werke van die bedryfsinrigting vir daardie dag van die week. Vir die toepassing van hierdie subklousule is die gewone uurloon van werknemers wat volgens 'n aansporingsbonusskema werk, die uurloon vir die klas werk soos in hierdie Ooreenkoms ingelys.

(2) Die bepaling van subklousule (1) is nie van toepassing nie op 'n werknemer wat met verlof met betaling is soos in klousule 5 van hierdie Ooreenkoms bepaal.

5. VERLOFBETALING.

(1) Met uitsondering van die geval van werknemers wat volgens 'n aansporingsbonusskema werk, word die verlofbetaling waarvoor daar in hierdie klousule voorsiening gemaak word, bereken teen die "uurloon", soos in die Hoofdooreenkoms omskryf, wat die werknemer ontvang het op die datum waarop hy vir sy verlof met betaling gekwalifiseer het.

(2) Die verlofbetaling van werknemers wat volgens 'n aansporingsbonusskema werk, word bereken volgens die gemiddelde weeklikse verdienste, uitgesonderd oortydverdienste, oor die laaste drie maande werklik gewerk volgens 'n aansporingsbonusskema voordat die verlof verskuldig geword het of oor die getal weke werklik gewerk gedurende die tydperk van diens volgens die aansporingsbonusskema, naamlik die kortste tydperk.

(3) Elke werknemer is kragtens hierdie Ooreenkoms geregtig op twee agtereenvolgende weke verlof met betaling op onderstaande voorwaardes:—

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

(i) behoudens die bepaling van paragraaf (ii) hiervan, diens vir minder as dertig skofte of vyf kalenderweke, na gelang van die geval, nie vir die verlof met betaling tel nie; met dien verstande dat 'n werknemer wat tydelik buite werk gestel word nadat hy agtien skofte of drie kalenderweke, na gelang van die geval, gewerk het, vir die doeleindes van die verlof met betaling gekrediteer moet word met die getal skofte of kalenderweke wat hy werklik vir daardie werkgewer gewerk het;

(ii) ingeval 'n werknemer se diens ooreenkomstig hierdie paragraaf onderbreek is en hy weer werk by dieselfde werkgewer aanvaar, hy vir die doeleindes van die verlof met betaling gekrediteer moet word met die totale getal skofte of kalenderweke, na gelang van die geval, wat hy vir sodanige werkgewer gewerk het, mits hy intussen nie vir 'n ander werkgewer gewerk het nie;

(iii) tydperke van afwesigheid weens siekte wat altesaam hoogstens 52 skofte of 8½ kalenderweke, na gelang van die geval, in enige bepaalde kwalifiseertydperk vir die verlof met betaling, vir die verlof moet tel; met dien verstande dat 'n werkgewer daarop geregtig is om van 'n werknemer te vereis om 'n geneeskundige sertifikaat voor te lê as bewys vir die oorsaak van sy afwesigheid. Tydperke van afwesigheid weens 'n ongeluk wat ontstaan het uit of in die loop van die werknemer se werk, tel vir verlofdoeleindes as daar erken is dat sodanige ongeluk binne die bepaling van die Ongevallewet, 1941, val, en die tydperke van afwesigheid wat vir die doel van die verlof met betaling tel, is die tydperke van ongeskiktheid soos ooreenkomstig genoemde Wet erken;

(iv) mits die werkgewer binne sewe dae vanaf die begin van sodanige afwesigheid skriftelik aan die Raad kennis van sodanige afwesigheid gee, 'n werknemer wat van die werk af wegbly sonder 'n grondige rede wat vir sy werkgewer aanneemlik is, ten opsigte van elke skof of werkdag wat by gedurende sodanige afwesigheid verloor, vyf skofte of 5/6 van 'n week, na gelang van die geval, gewerk vir sy maksimum straf van dertig skofte of vyf kalenderweke in enige bepaalde kwalifiseertydperk vir verlof met betaling;

(v) tydperke van afwesigheid met die addisionele week se verlof met betaling, of ophopings daarvan, waarvoor daar in klousule 6 van hierdie Ooreenkoms voorsiening gemaak word, vir die doeleindes van die verlof met betaling tel in dié mate wat die getal skofte of kalenderweke diens deur sodanige tydperke van afwesigheid verteenwoordig word.

(b) Die verlof moet drie naweke insluit en moet uit 'n ononderbroke tydperk bestaan.

(c) Indien 'n geproklameerde openbare vakansiedag binne die tydperk van die verlof val, moet sodanige tydperk met een dag met volle betaling verleng word vir elke sodanige dag.

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

Rate 11.

General Labouring: 16 cents per hour.

4. PAYMENT FOR 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 hourly rate as defined in the Main Agreement for the ordinary hours 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 hourly 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 5 of this Agreement.

5. 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 the paid 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 for purposes of the paid holiday with the number of shifts or calendar weeks actually worked for that employer;

(ii) where an employee's service is broken in terms of this paragraph and he resumes work for the same employer he shall, if he does not work for another employer in the interim, be credited for purposes of the paid holiday with the total number of shifts or calendar weeks, as the case may be, worked for such employer;

(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 the paid holiday, shall count for the holiday 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, 1941, and the periods of absence counting for purposes of the paid holiday 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 5/6th 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 holiday;

(v) periods of absence on the additional week's paid holiday or accumulations thereof provided for in section 6 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) Indien 'n werknemer van wie sy werkgever vereis dat hy op 'n ander plek as sy gewone woonplek moet werk, op die punt staan om sy verlof met betaling te neem, begin en eindig die verlof by die woonplek van sodanige werknemer mits die werknemer na sy woonplek terugkeer.
- (e) 'n Werknemer moet binne een maand voor die datum waarop hy op verlof geregtig word, aansoek daarom doen.
- (f) Die werkgever moet die verlof so verleen dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het.
- (g) 'n Werkgever moet sy verlof neem en is daarop geregtig om dit te neem binne 'n tydperk van vier maande vanaf die datum waarop dit verskuldig geword het tensy die Raad vrystelling verleen het.
- (h) Geen werknemer mag gedurende die tydperk van sy verlof winsgewende werk verrig nie.

(4) (a) Wanneer 'n werknemer op die punt staan om sy verlof met betaling te neem, moet die gelde wat vir die doel daarvan aan hom betaalbaar is, in kontant deur sy werkgever aan hom betaal word wanneer hy ophou werk om met verlof te gaan.

(b) Wanneer die werkgever die bedrae soos bedoel in paragraaf (a) van hierdie subklousule, in klousule 6 van hierdie Ooreenkoms en in klousule 14 van Deel I van die Hoof-ooreenkoms betaal, moet hy aan die Raad 'n verlofbetalings- en bonuskwitansie stuur wat opgestel is in die vorm wat vir die Raad aanneemlik is en wat die werknemer se handtekening as ontvangsbewys vir die betaling bevat.

(5) Wanneer die diens van 'n werknemer eindig voordat hy kragtens subklousule (3) van hierdie klousule op verlof met betaling geregtig geword het, moet hy gekrediteer word met die proporsionele getal skofte of kalenderweke diens, na gelang van die geval. Wanneer die werknemer die diens van die werkgever verlaat, moet die werkgever hom voorsien van 'n bewysstuk wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en waarin die getal skofte of kalenderweke diens, na gelang van die geval, wat vir verlofdoeleindes tel, gemeld word, en die werkgever moet die geldewalant van die verlof waarop die werknemer aldus geregtig is, bereken soos bepaal in subklousule (1) of subklousule (2) van hierdie klousule, naamlik die subklousule wat van toepassing is, na afrekening van enige bedrag ingevolge die Inkomste-belastingwet, onmiddellik aan die Sekretaris van die Raad stuur.

(6) Wanneer 'n werknemer te sterwe kom of in die loop van sy werk ongeskik raak om sy ambag voort te sit, is die bedrag wat ten opsigte van verlofbetaling verskuldig is, aan sy boedel of aan hom, na gelang van die geval, betaalbaar.

(7) (a) Na verloop van minstens vyftig weke vanaf die datum waarop die dienstydperk wat deur die bewysstuk gedek word, begin het, is 'n werknemer aan wie 'n bewysstuk ooreenkomstig die bepaling van subklousule (5) van hierdie klousule uitgereik is en wat nie meer in die Nywerheid werksaam is nie, daarop geregtig om, behoudens paragraaf (b) van hierdie subklousule en by aanbieding van die bewysstuk by die Raad in die streek van herkoms, betaling te ontvang van enige onbetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

(b) Enige bewysstuk wat ooreenkomstig die bepaling van subklousule (5) van hierdie klousule aan 'n werknemer uitgereik is, is geldig vir 'n tydperk van twee jaar vanaf die datum van die laaste skof wat sodanige werknemer gewerk het, en bedrae waarmee 'n werknemer in die boeke van die Raad gekrediteer is, val die fondse van die Raad toe by verstryking van sodanige tydperk; met dien verstande egter dat die Raad enige eis wat sodanige werknemer na verstryking van genoemde tydperk mag indien, moet oorweeg en na sy goedvinde 'n *ex gratia*-betaling uit die fondse van die Raad aan die werknemer soos hierin bedoel, mag doen.

(8) Behoudens andersluidende bepaling hierin vervat, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op verlof met betaling geregtig geword het, naamlik die jongste datum, en sluit diens ook enige tydperk van militêre opleiding in soos in die Hoof-ooreenkoms omskryf.

(9) Die Raad mag wêdersydse reëlings met 'n ander nywerheid tref vir die wisseling van verlofbewyse ten voordele van werknemers wat die Nywerheid verlaat.

6. ADDISIONELE VERLOFBETALING.

(1) Behoudens subklousule (3) hiervan, is 'n werknemer wat na die datum van inwerkingtreding van hierdie Ooreenkoms op sy tiende of daaropvolgende agtereenvolgende verlof met betaling geregtig word as gevolg van sy ononderbroke diens by dieselfde werkgever soos in klousule 5 (3) van die Ooreenkoms bepaal, op daardie datum en elke jaar daarna terwyl hy in die diens van dieselfde werkgever is, geregtig op 'n ekstra week verlof met betaling wanneer dit die werkgever pas of op die ekwivalente waarde daarvan; met dien verstande dat, by wyse van onderlinge reëling tussen die werkgever en die werknemer—

- (i) die verlof met betaling soos in klousule 5 (3) van hierdie Ooreenkoms bedoel, met 'n ekstra week verleng mag word, of
- (ii) die ekstra week verlof met betaling van die jaar af waarin die werknemer daarvoor kwalifiseer, uitgestel en deur die werknemer opgehoop mag word tot hy kwalifiseer vir drie sodanige ekstra weke verlof met betaling.

(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) When an employee is about to take his paid holiday the moneys payable to him for purposes thereof 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 paragraph (a) of this sub-section and in section 6 of this Agreement and section 14 of Part I of the Main Agreement, forward to the Council a holiday pay and bonus receipt 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 drawn up in a form acceptable to the Council 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, less any deduction compelled by law for Income Tax.

(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* payments 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 of military training as defined in the Main Agreement.

(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.

6. ADDITIONAL HOLIDAY PAY.

(1) Subject to sub-section (3) hereof, an employee, qualifying after the date of coming into operation of this Agreement for his tenth or subsequent consecutive paid holiday derived from continuous employment with the same employer as provided for in terms of section 5 (3) of the Agreement shall, at that date and each year thereafter whilst in the employ of the same employer, be entitled to an extra week's paid holiday at the employer's convenience or to the equivalent value thereof; provided that by mutual arrangement between the employer and employee—

- (i) the paid holiday referred to in section 5 (3) of this Agreement may be extended by an extra week, or
- (ii) the extra week's paid holiday may be deferred from the year of qualification and accumulated by the employee until he qualifies for three such extra weeks' paid holiday.

(2) Wanneer die werkgewer en die werknemer tot die reëling geraak soos in subklousule (1) (ii) bepaal en die werknemer gekwalifiseer het vir drie sodanige ekstra weke verlof met betaling (hieronder die "opgehoopde verlof met betaling" genoem), moet die opgehoopde verlof met betaling deur die werkgewer verleen en deur die werknemer geneem word wanneer die verlof met betaling soos in klousule 5 (3) van die Ooreenkoms bepaal, aan hom verleen word en hy dit neem, tensy die werkgewer en die werknemer, soos wel mag gebeur, ooreenkom dat die opgehoopde verlof met betaling op 'n ander tyd geneem word; met dien verstande dat die werkgewer die werknemer in elk geval in staat moet stel om die opgehoopde verlof met betaling te neem voordat hy kwalifiseer vir die daaropvolgende verlof met betaling, en as die werknemer versuim om die opgehoopde verlof met betaling binne sodanige tydperk te neem, vervul sy reg daarop.

(3) Indien 'n werknemer wat vir sy tiende verlof met betaling ooreenkomstig die bepalinge van subklousule (1) kwalifiseer, in die diens van die betrokke werkgewer was vir slegs 'n gedeelte van die kwalifiseer tydperk vir die eerste verlof met betaling, is hy geregtig op 'n gedeelte van die ekstra week verlof of op die ekwivalente waarde daarvan, eweredig aan die kwalifiserende diens wat hy ten opsigte van die eerste verlof met betaling by daardie werkgewer voltooi het. Wanneer die werknemer kwalifiseer vir 'n latere agtereenvolgende verlof met betaling, is die bepalinge van subklousules (1) en (2) van hierdie klousule *mutatis mutandis* van toepassing.

(4) Wanneer die diens eindig van 'n werknemer wat geregtig geword het op die ekwivalente waarde van die addisionele verlof met betaling waarvoor daar in hierdie klousule voorsiening gemaak word, maar nog nie die ekwivalente waarde van sodanige addisionele verlof met betaling ontvang het nie, moet hy by sodanige beëindiging van sy diens betaal word vir dié ekstra verlof met betaling waarvoor hy gekwalifiseer het maar wat hy nie ontvang het nie.

7. VERVANGING VAN SEKERE BEPALINGS VAN DIE HOOFOOREENKOMS.

(1) Ondanks die bepalinge van klousules 4, 5 en 6 van hierdie Ooreenkoms (hieronder die "gewone voorwaardes" genoem), mag 'n werkgewer en sy werknemers op wie hierdie Ooreenkoms van toepassing is, onderling ooreenkom dat die bepalinge van klousules 11, 12 en 13 van Deel I van die Hoofooreenkoms (hieronder die "spesiale voorwaardes" genoem) in die plek daarvan gestel word.

(2) Elke werkgewer wat sake doen by die inwerkingtreding van hierdie Ooreenkoms, moet binne een maand vanaf die datum vanaf sodanige inwerkingtreding, aan die Raad verklaar of die gewone bepalinge of die spesiale bepalinge soos bedoel in subklousule (1), in sy bedryfsinrigting, nagekom sal word, en elke werkgewer wat na daardie datum met 'n saak begin, moet, wanneer hy inligting aan die Raad verstrek ooreenkomstig die bepalinge van klousule 9, aan die Raad verklaar of die gewone bepalinge of die spesiale bepalinge soos bedoel in subklousule (1), in sy bedryfsinrigting nagekom sal word.

8. UITGAWES VAN DIE RAAD.

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

(1) Van die bedrae wat betaal moet word aan elkeen van sy werknemers op wie hierdie Ooreenkoms van toepassing is (uitgesonderd werknemers wat in diens geneem is vir werk wat teen tarief 11 geklassifiseer is, vakleerlinge en minderjarige gedurende die tydperk waarin sodanige minderjarige sonder 'n vakleerlingkontrak kragtens die Wet op Vakleerlinge, 1944, soos gewysig, in diens geneem mag word) moet elke werkgewer ten tyde van die betaling van sodanige bedrae 'n bedrag van 2½c per week, met inbegrip van weke waarin 'n werknemer met verlof met betaling is, aftrek. By die bedrag aldus afgetrek, moet die werkgewer 'n bedrag aldus afgetrek, moet die werkgewer 'n bedrag voeg wat daaraan gelyk is en die totale bedrag vir elke maand aan die Raad stuur.

(2) Benewens die bedrag wat ingevolge subklousule (1) betaalbaar is, moet elke werkgewer ten opsigte van werknemers wat werksaam is aan werk wat onder tarief 11 ingedeel is, 'n jaarlikse bydrae tot die uitgawes van die Raad bydra op 'n maandelikse grondslag, en sodanige bydrae moet bereken word ooreenkomstig dié getal werknemers soos in onderstaande tabel gemeld, wat by hom in diens is. Sodanige bydraes moet maandeliks betaal word ooreenkomstig die bedrag "per maand" soos vir die getal werknemers gespesifiseer:—

Getal tarief 11-werknemers.	Per jaar.	Per maand.
	R	R
Tot 5 werknemers.....	6.00	0.50
Van 6 tot 25 werknemers.....	24.00	2.00
6 tot 50 werknemers.....	48.00	4.00
1 tot 100 werknemers.....	96.00	8.00
01 tot 250 werknemers.....	192.00	16.00
Meer as 250 werknemers.....	288.00	24.00

(3) Die bedrag wat ooreenkomstig die voorgaande subklousule elke maand betaalbaar is, moet voor of op die vyftiende dag van die maand wat onmiddellik daarop volg, saam met 'n staat in dié vorm wat van tyd tot tyd voorgeskryf mag word, aan die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, gestuur word.

(2) Whenever the employer and employee come to the arrangement provided for in sub-section (1) (ii) and the employee has qualified for three such extra week's paid holiday (hereinafter referred to as "the accumulated paid holiday"), the employer shall grant and the employee shall take the accumulated paid holiday when he is given and takes the paid holiday provided for in section 5 (3) of the Agreement, unless as may be, the employer and employee agree to the accumulated paid holiday being taken at a different time; provided that the employer shall in any case enable the employee to take the accumulated paid holiday in the period before he next qualifies for a paid holiday and if the employee fails to take the accumulated paid holiday within such period his title thereto shall cease.

(3) Where an employee qualifying for his tenth paid holiday in terms of sub-section (1) was in the employ of the employer concerned for part only of the qualifying period for the first paid holiday, he shall be entitled to a proportion of the extra week's holiday or the equivalent value thereof pro rata to the holiday qualification completed with that employer in respect of the first paid holiday. On qualification for any subsequent consecutive paid holiday, the provisions of sub-section (1) and (2) of this section shall *mutatis mutandis* apply.

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

7. SUBSTITUTION OF CERTAIN MAIN AGREEMENT PROVISIONS.

(1) Notwithstanding the provisions of sections 4, 5 and 6 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 of Part I of the Main Agreement (hereinafter referred to as "the special conditions") shall be substituted therefor.

(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 9 declare to the Council whether the ordinary provisions or the special provisions referred to in sub-section (1) will be observed in his establishment.

8. 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 to whom this Agreement applies (other than employees employed on work classified at Rate 11, 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 2½c per week including weeks on which an employee is absent on paid leave. To the amount thus deducted the employer shall add an equal amount and forward the total sum for each month to the Council.

(2) In addition to the amount payable in terms of sub-section (1), every employer shall, for employees employed on work classified at Rate 11, pay on a monthly basis an annual contribution towards the expenses of the Council calculated according to the number of such employees employed by him as set forth in the following table. Such contributions shall be paid monthly in accordance with the amount "per month" specified for the number of employees:—

Number of Rate 11 Employees.	Per Annum.	Per Month.
	R	R
Up to 5 employees.....	6.00	0.50
From 6 to 25 employees.....	24.00	2.00
26 to 50 employees.....	48.00	4.00
51 to 100 employees.....	96.00	8.00
101 to 250 employees.....	192.00	16.00
Over 250 employees.....	288.00	24.00

(3) The amount payable each month in terms of the foregoing sub-section shall be forwarded to the 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.

- (4) Afgesien daarvan of 'n bedrag ooreenkomstig hierdie klousule aan die Raad betaalbaar is of nie, moet elke werkgewer voor of op die vyftiende dag van elke maand aan die Raad die staat soos in subklousule (3) bedoel, ten opsigte van die vorige maand aan die Raad stuur op die manier soos in genoemde subklousule voorgeskryf.

9. REGISTRASIE VAN WERKGEWERS.

- (1) (a) Elke werkgewer wat dit nie alreeds ingevolge 'n vorige Ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree; en
(b) elke werkgewer wat na daardie datum met 'n sakeonderneming begin, moet binne een maand vanaf die begin van sodanige sakeonderneming, aan die Sekretaris, Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, die volgende besonderhede stuur:—

(i) Sy volle naam;

(ii) sy adres;

(iii) die ambagte of werksaamhede wat hy verrig of beoefen; en

behoewens die verklaring soos bedoel in subklousule (2) van klousule 7 van hierdie Ooreenkoms.

(2) Waar die werkgewer 'n vennootskap is, moet die inligting ooreenkomstig die bepalings van subklousule (1) van hierdie klousule en ook die naam waaronder die vennootskap sake doen, verstrek word.

DEEL II.

Ondanks enigiets vervat in hierdie bepalings, is die bepalings betreffende "verlofbetaling" (klousule 5) "addisionele verlofbetaling" (klousule 6) en "vervanging van sekere bepalings van die Hoof-ooreenkoms" (klousule 7) van Deel I van hierdie Ooreenkoms nie van toepassing nie op werknemers wat werk verrig wat onder tarief 11 ingestel is, aan wie, behoudens andersluidende bepalings hierin vervat, die res van die bepalings van Deel I en die volgende spesiale bepalings van toepassing is. (Die spesiale bepalings geld en is deurslaggewend ingeval hulle en genoemde oorblywende bepalings van Deel I strydig met mekaar is.)

1. VERLOF MET BETALING.

(1) (a) 'n Werkgewer moet ooreenkomstig die bepalings van paragrafe (b), (c) en (d) aan elke werknemer wat in sy diens is, ten opsigte van elke tydperk van twaalf maande diens by hom verlof met volle betaling verleen vir minstens twee agtereenvolgende weke.

(b) 'n Werkgewer moet sodanige verlof verleen met ingang van 'n datum wat hy vasstel maar wat nie later mag wees nie as vier maande na die verstryking van genoemde tydperk van twaalf maande diens; met dien verstande dat, as 'n werknemer skriftelik daartoe ingestem het voordat genoemde tydperk van vier maande verloop het, sy werkgewer sodanige verlof aan hom mag verleen met ingang van 'n datum wat nie later is nie as twee maande na die verstryking van genoemde tydperk van vier maande.

(c) 'n Werkgewer mag sodanige verlof nie so verleen nie dat dit saamval met enige tydperk waarin die werknemer kennis gegee het of kennis gegee is van diensbeëindiging of (behalwe op die skriftelike versoek van die werknemer) met enige tydperk waarin die werknemer militêre opleiding ondergaan soos in die Hoof-ooreenkoms omskryf.

(d) Vir elke openbare vakansiedag wat in klousule 4 van Deel I van hierdie Ooreenkoms bedoel word en wat binne die tydperk van sodanige verlof val, moet die werkgewer 'n addisionele werkdag by genoemde tydperk voeg as 'n verdere tydperk van verlof met volle betaling.

(2) Elke werknemer aan wie verlof ooreenkomstig die bepalings van subklousule (1) verleen is, moet betaling ten opsigte van sodanige verlof van die werkgewer ontvang en wel nie later nie as die laaste werkdag voor die begin van genoemde tydperk.

(3) By die beëindiging van die diens van 'n werknemer moet sy werkgewer hom—

(a) sy volle loon betaal ten opsigte van enige tydperk van verlof wat hom toekom maar wat nie voor die datum van diensbeëindiging aan hom verleen is nie; en

(b) een twaalfde van sy volle loon vir twee weke betaal ten opsigte van elke voltooiende maand diens by die werkgewer na die datum waarop hy laas op verlof ooreenkomstig die bepalings van subklousule (1) geregtig geword het, of, in die geval van 'n werknemer wat vir 'n korter tydperk as twaalf maande in diens was, na die datum waarop hy met sy diens begin het.

(4) Enige tydperk waarin 'n werknemer—

(a) met verlof is ooreenkomstig subklousule (1); of

(b) militêre opleiding ondergaan soos in die Hoof-ooreenkoms omskryf; of

(c) van sy werk afwesig is op las of op die versoek van die werkgewer; of

(d) van sy werk afwesig is weens siekte;

word vir die toepassing van subklousules (1) en (3) geag diens te wees; met dien verstande dat—

(i) die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van enige tydperk van afwesigheid, weens siekte, van meer as drie agtereenvolgende dae, as die werknemer versuim om, nadat die werkgewer hom daartoe versoek het, 'n sertifikaat van 'n geneeskundige praktisyn in

- (4) Regardless of whether any amount is payable to the Council in terms of this section, every employer shall, by not later than the fifteenth 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 (3).

9. 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; and

(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) His full name;

(ii) his address;

(iii) the trades or operations carried on by him;

in addition to the declaration referred to in sub-section (2) of section 7 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.

PART II.

Notwithstanding anything in these provisions contained the provisions relating to "Holiday Pay" (section 5), "Additional Holiday Pay" (section 6) and "Substitution of Certain Main Agreement Provisions" (section 7) of Part I of this Agreement shall not apply to employees employed on work classified at Rate II, to whom except as otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply. (The special provisions to obtain and have preference in the event of any conflict between them and the said remaining provisions of Part I.)

1. PAID LEAVE.

(1) (a) An employer shall grant, in accordance with the provisions of paragraphs (b), (c) and (d), to every employee employed by him in respect of each period of twelve months' employment with him, leave of absence on full pay of not less than two consecutive weeks.

(b) An employer shall grant such leave as from a date fixed by him but not later than four months after the termination of the said period of twelve months' employment: Provided that if an employee has agreed thereto in writing before the expiration of the said period of four months, his employer may grant such leave to him as from a date not later than two months after the expiration of the said period of four months.

(c) An employer shall not grant such leave to be concurrent with any period during which the employee is under notice of termination of employment or (except at the written request of the employee) to be concurrent with any period during which the employee is undergoing military training as defined in the Main Agreement.

(d) For every public holiday referred to in section 4 under Part I of this Agreement that falls within the period of such leave, the employer shall add a work-day to the said period as further period of leave of absence on full pay.

(2) Every employee to whom leave is granted under sub-section (1) shall receive payment from the employer in respect of such leave not later than the last working day before the commencement of the said period.

(3) Upon termination of an employee's employment his employer shall pay to him—

(a) his full pay in respect of any period of leave which has accrued to him but was not granted to him before the date of termination of the employment; and

(b) one-twelfth of his full pay for two weeks in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-section (1) or, in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

(4) Any period during which an employee—

(a) is on leave in terms of sub-section (1); or

(b) is undergoing military training as defined in the Main Agreement; or

(c) is absent from work on the instructions or at the request of the employer; or

(d) is absent from work owing to illness;

shall be deemed to be employment for the purposes of sub-sections (1) and (3): Provided that—

(i) the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails after request for such certificate by the employer to submit to the employer a certificate by a medical practitioner that he was

te dien waarin verklaar word dat hy weens siekte verhinder is om sy werk te verrig of ten opsigte van daardie gedeelte van enige totale tydperk van afwesigheid weens siekte gedurende twaalf maande diens wat langer as dertig dae is;

- (ii) daar nie van 'n werknemer wie se werkgever regtens daartoe verplig is om voorsiening vir die versorging en behandeling van werknemers te maak terwyl hulle siek of beseer is, vereis mag word nie om 'n sertifikaat van 'n geneeskundige praktisyn in te dien ten opsigte van enige tydperk van afwesigheid soos in subparagraaf (i) bedoel.

(5) Enige bedrag wat aan 'n werknemer betaal word ooreenkomstig subklousule (2) of subklousule (3) van hierdie klousule, word bereken volgens die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop hy op verlof geregtig geword het of sy dienste beëindig is, na gelang van die geval, met dien verstande dat die besoldiging van werknemers wat volgens 'n aansporingsbonusskema werk, bereken moet word op die gemiddelde weeklikse verdienste, uitgesonderd oortydverdienste, oor die laaste drie maande van sodanige diens of die getal weke werklik gewerk volgens 'n aansporingsbonusskema, naamlik die kortste tydperk

(6) Behoudens andersluidende bepalinge hierin vervat, word diens vir die toepassing van hierdie klousule geag te begin met ingang van die datum waarop 'n werknemer by die werkgever in diens tree of die datum waarop hy laas op verlof met betaling geregtig geword het, naamlik die jongste datum, en word enige tydperk van militêre diens soos in die Hoof-ooreenkoms omskryf, ook ingesluit.

(7) Ondanks die voorgaande bepalinge van hierdie klousule (hieronder die "gewone voorwaardes" genoem), mag 'n werkgever en sy werknemers op wie hierdie gedeelte van die Ooreenkoms van toepassing is, onderling daartoe ooreenkoms dat die bepalinge van klousules 4 en 5 van Deel II van die Hoof-ooreenkoms (hieronder die "spesiale voorwaardes" genoem) in die plek daarvan gestel word.

(8) Elke werkgever wat sake doen op die datum waarop hierdie Ooreenkoms in werking tree, moet binne een maand vanaf die datum van sodanige inwerkingtreding, aan die Raad verklaar of die gewone bepalinge of die spesiale bepalinge soos bedoel in subklousule (7), in sy bedryfsinrigting nagekom sal word, en elke werkgever wat na daardie datum met 'n saakonderneming begin, moet, wanneer hy ooreenkomstig die bepalinge van klousule 9 nligting aan die Raad verstrek, aan die Raad verklaar of die gewone bepalinge of die spesiale bepalinge soos bedoel in subklousule (7), in sy bedryfsinrigting nagekom sal word.

DEEL III.

1. ALGEMENE VOORWAARDES.

(1) Ondanks andersluidende bepalinge in die Hoof-ooreenkoms vervat, is onderstaande bepalinge van die Hoof-ooreenkoms *mutatis mutandis* van toepassing tensy hierdie Ooreenkoms anders bepaal:—

- (a) Klousules 3 (uitgesonderd die omskrywing van "dagskof"), 4, 5, 7, 8 (1), (2), en (3) (a), (b), (c), (d), (f) en (g) en klousules 8 (4), 9, 10, 14, 15, 16 (A), 17, 18, 20, 22, 25, 27, 30, 31 en 32 van Deel I.
- (b) Klousule 8 (3) (e) van Deel I.
- (c) Klousule 8 (3) (h) van Deel I.
- (d) Klousules 11, 12 en 13 van Deel I (indien die werkgever en sy werknemers onderling ooreenkoms dat daardie bepalinge in die plek gestel word van die bepalinge van klousules 4, 5 en 6 van hierdie Ooreenkoms).
- (e) Klousules 28 en 33 van Deel I.
- (f) Klousules 24 [uitgesonderd subklousules (1) (b) en (2) daarvan] en 29 van Deel I.
- (g) Deel II, uitgesonderd klousules 4 en 5 (werknemers wat werk verrig wat onder tarief 11 ingedeel is).
- (h) Klousules 4 en 5 van Deel II (indien die die werkgever en sy werknemers wat werk verrig wat onder tarief 11 ingedeel is, onderling ooreenkoms dat daardie bepalinge deur die bepalinge van klousule 4 van Deel I en klousule 1 van Deel II van hierdie Ooreenkoms vervang word).
- (i) Subklousule (j) van Lys A van Deel III ten opsigte van werknemers wat werk verrig wat onder tarief 11 ingedeel is.

(2) Vir die toepassing van hierdie Ooreenkoms beteken—

"dagskof" enige tydperk, van Maandag tot Saterdag, van hoogstens 8½ uur gewoonlik deur 'n werknemer gewerk tussen die ure 7 v.m. en 7 n.m. op 5 dae, of enige tydperk van hoogstens 5 uur gewerk tussen die ure 7 v.m. en 1 n.m. op een dag per week, wat as die "kortdag" bekend sal staan. Werkgevers mag die dag van die week waarop die "kortdag" gewerk moet word, verander mits hulle 'n week vooraf kennis aan die werknemer gee van die dag wat as die "kortdag" gewerk sal word en mits die reëlings wat daaruit volg, nie in stryd met die bepalinge van enige wet, verordening of ordonnansie betreffende 'n kortdag, is nie.

Namens die partye te Johannesburg onderteken op die dertigste ag van April 1963.

R. F. BUDD, *Voorsitter.*
J. M. RUSSELL, *Ondervoorsitter.*
W. R. GLASTONBURY, *Sekretaris.*

prevented by illness from doing his work, or in respect of that portion of any total period of absence on account of illness during twelve months of employment which is in excess of thirty days;

- (ii) any employee whose employer is by any law required to provide for the care and treatment of employees while sick or injured shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(5) Any amount paid to an employee in terms of sub-section (2) or sub-section (3) of this section shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be, provided that the rate of remuneration of employees employed on incentive bonus work shall be computed on the average weekly earnings exclusive of overtime over the last three months of such employment or, whichever is the lesser, the number of weeks actually worked on incentive bonus work.

(6) 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 of military training as defined in the Main Agreement.

(7) Notwithstanding the foregoing provisions of this section (hereinafter referred to as "the ordinary conditions"), an employer and his employees to whom this part of the Agreement applies may mutually agree that the provisions of sections 4 and 5 of Part II of the Main Agreement (hereinafter referred to as the "special conditions") be substituted therefor.

(8) 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 (7) 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 9 declare to the Council whether the ordinary provisions or the special provisions referred to in sub-section (7) will be observed in his establishment.

PART III.

1. GENERAL CONDITIONS.

(1) 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:—

- (a) Sections 3 (excluding definition of "day shift"), 4, 5, 7, 8 (1), (2), and (3) (a), (b), (c), (d), (f) and (g), and sections 8 (4), 9, 10, 14, 15, 16 (A), 17, 18, 20, 22, 25, 27, 30, 31 and 32 of Part I.
- (b) Section 8 (3) (e) of Part I.
- (c) Section 8 (3) (h) of Part I.
- (d) Sections 11, 12 and 13 of Part I (when the employer and his employees mutually agree to the substitution of those provisions for the provisions of sections 4, 5 and 6 of this Agreement).
- (e) Sections 28 and 33 of Part I.
- (f) Section 24 [excluding sub-sections (1) (b) and (2) thereof] and 29 of Part I.
- (g) Part II excluding sections 4 and 5 (employees employed on work classified at Rate 11).
- (h) Sections 4 and 5 of Part II (where the employer and his employees employed on work classified at Rate 11 mutually agree to the substitution of those provisions for the provisions of section 4 of Part I and Section 1 of Part II of this Agreement).
- (i) Sub-section (j) of Schedule A of Part III in respect of employees employed on work classified at Rate 11.

(2) 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 on behalf of the parties at Johannesburg on the thirtieth day of April, 1963.

R. F. BUDD, *Chairman.*
J. M. RUSSELL, *Vice-Chairman.*
W. R. GLASTONBURY, *Secretary.*

No. 1275.] [16 Augustus 1963.
WET OP OORLOGSMAATREËLS, 1940.

OPSKORTING VAN REGULASIES OP LEWENS-
KOSTETOELAES, GEPUBLISEER BY OOR-
LOGSMAATREËL No. 43 VAN 1942, SOOS
GEWYSIG.

YSTER-, STAAL-, INGENIEURS- EN METAL-
LURGIESE NYWERHEID.

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

Namens die Minister van Arbeid, skort ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby kragtens
subregulasie (1) van regulasie 4 van die regulasies wat by
Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubli-
seer is, die bepalings van genoemde regulasies op ten
opsigte van alle werknemers vir wie lone voorgeskryf word
in die Ooreenkoms vir die Yster-, Staal-, Ingenieurs- en
Metallurgiese Nywerheid wat by Goewermenskennis-
gewing No. 1274 van 16 Augustus 1963, gepubliseer is.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1276.] [16 Augustus 1963.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.

YSTER-, STAAL-, INGENIEURS- EN METAL-
LURGIESE NYWERHEID.

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

Namens die Minister van Arbeid, verklaar ek, MARAIS
VILJOEN, Adjunk-minister van Arbeid, hierby kragtens
subartikel (1) van artikel twee-en-twintig van die Wet op
Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat
die bepalings van die Ooreenkoms en kennisgewing in
verband met die Yster-, Staal-, Ingenieurs- en Metallur-
giese Nywerheid, gepubliseer by Goewermenskennis-
gewing No. 1274 van 16 Augustus 1963, oor die algemeen
vir persone wie se werkure en beloning ten opsigte van
oortyd, openbare feesdae en werk op Sondae en openbare
feesdae daarby gereël word, nie minder gunstig is nie as
die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

No. 1275.] [16 August 1963.
WAR MEASURES ACT, 1940.

SUSPENSION OF COST OF LIVING ALLOWANCE
REGULATIONS, PUBLISHED UNDER WAR
MEASURE No. 43 OF 1942, AS AMENDED.

IRON, STEEL, ENGINEERING AND METAL-
LURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC
ELECTRICAL APPLIANCES DIVISION.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, hereby in terms of sub-
regulation (1) of regulation 4 of the regulations, published
under War Measure No. 43 of 1942, as amended, suspend
the operation of the said regulations in respect of all
employees for whom wages are prescribed in the Agree-
ment for the Iron, Steel, Engineering and Metallurgical
Industry, published under Government Notice No. 1274 of
the 16th August, 1963.

M. VILJOEN,
Deputy-Minister of Labour

No. 1276.] [16 August 1963
FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

IRON, STEEL, ENGINEERING AND METAL-
LURGICAL INDUSTRY.

RADIO, REFRIGERATION AND DOMESTIC
ELECTRICAL APPLIANCES DIVISION.

On behalf of the Minister of Labour, I, MARAIS VILJOEN
Deputy-Minister of Labour, hereby in terms of sub-section
(1) of section twenty-two of the Factories, Machinery and
Building Work Act, 1941, as amended, declare the provi-
sions of the Agreement and notice relating to the Iron
Steel, Engineering and Metallurgical Industry, publishe
under Government Notice No. 1274 of the 16th August
1963, to be, on the whole, not less favourable to th
persons whose hours of work and remuneration in respec
of overtime, public holidays and work on Sundays an
public holidays are regulated thereby, than the relativ
provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour

TELEGRAAFTARIEWE

BINNELANDSE TELEGRAMME.—(Suid-Afrika, Basoe-
toland, Swaziland en Suidwes-Afrika):—

Gewone:—

Vir eerste 14 woorde of minder.....	20c
Vir elke bykomende woord.....	2c

INTERTERRITORIALE TELEGRAMME:—

Gewone na:—

Federasie van Rhodesië en Njassaland.—

Vir eerste 12 woorde of minder.....	36c
Vir elke bykomende woord.....	3c

Mosambiek.—

Vir eerste 12 woorde of minder.....	30c
Vir elke bykomende woord.....	2½c

TELEGRAPH TARIFFS

INLAND TELEGRAMS — (South Africa, Basutoland,
Swaziland and South West Africa):—

Ordinary:—

For first 14 words or less.....	20c
For each additional word.....	2c

INTERTERRITORIAL TELEGRAMS—

Ordinary to—

Federation of Rhodesia and Nyasaland:—

For first 12 words or less.....	36c
For each additional word.....	3c

Mozambique:—

For first 12 words or less.....	30c
For each additional word.....	2½c

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