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GOVERNMENT GAZETTE

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GOVERNMENT NOTICES

**DEPARTMENT OF MANPOWER
UTILISATION**

No. R. 2350

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES, REPUBLIC OF SOUTH AFRICA.—AGREEMENT FOR THE RADIO MANUFACTURING SECTION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from the second Monday after the date of publication of this notice, and for the period ending 30 June 1980, upon the employers' organisation and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisation or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 7 (1) (b) of Part I, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the areas specified in clause 1 (2) of Part I of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (2) of Part I of the said Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 7 (1) (b) of

GOEWERMENTSKENNISGEWINGS

**DEPARTEMENT VAN MANNEKRAG-
BENUTTING**

No. R. 2350

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA.—OOREENKOMS VIR DIE RADIOVERVAARDIGINGSEKSIE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, bindend is vir die werkgewers-organisasie en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 7 (1) (b) van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 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 Nywerhede in die gebiede gespesifiseer in klousule 1 (2) van Deel I van genoemde Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 7 (1) (b) van Deel I, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, in die gebiede gespesifiseer in klousule 1 (2) van

Part I, shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

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 by and between the

S.A. Radio Manufacturers' Association

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

Electrical and Allied Trades Union of South Africa
Radio, Television, Electronics and Allied Workers' Union

S.A. Electrical Workers' Association

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

The terms of this Agreement shall be observed in the Radio Manufacturing Section of the Iron, Steel, Engineering and Metallurgical Industries—

(1) by all employers and employees who are members of the employers' organisation and the trade unions, respectively;

(2) in the Magisterial Districts of The Cape, Durban, East London, Johannesburg, Pietersburg and Pinetown.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section 48 of the Act and shall remain in force until 30 June 1980 or for such period as may be determined by him.

3. DEFINITIONS

Any expression used in this Agreement which are defined in the Industrial Conciliation Act, 1956, or the Main Agreement shall have the same meaning as in that Act or Agreement, and any reference to an act shall include any amendments to such act; further—

"Act" means the Industrial Conciliation Act, 1956;

"Council" means the National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry;

"Radio Manufacturing Section" means the manufacture and/or assembly of domestic (i.e. car, or home, or portable) radio and/or tape recorder and/or gramophone equipment, including loudspeakers, together with components and/or audio equipment made solely for use in and with such equipment by the manufacturer of that equipment;

"Main Agreement" means the Agreement published under Government Notice R. 1112 of 2 June 1978 or any succeeding Agreement, and includes any amendment or extension thereto.

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 working hours of the establishment for that day of the week. For purposes of this subsection, 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: Provided that whenever a proclaimed public holiday falls on a Saturday an employee who does not work on such day shall be paid at his ordinary hourly rate for the number of hours he would have been paid if the holiday had fallen within the period Monday to Friday, inclusive.

Deel I van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerhede by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

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

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

S.A. Radio Manufacturers' Association

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

Electrical and Allied Trades Union of South Africa
Radio, Television, Electronics and Allied Workers' Union
S.A. Electrical Workers' Association

(hierna die "werknemers" of die "vakverenigings" 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

Hierdie Ooreenkoms moet in die Radiovervaardigingseksie van die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid nagekom word—

(1) deur alle werkgewers en werknemers wat lede van onderskeidelik die werkgewersorganisasie en die vakverenigings is;

(2) in die landdrostdistrikte Die Kaap, Durban, Oos-Londen, Johannesburg, Pietersburg en Pinetown.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet vaststel, en bly van krag tot 30 Junie 1980 of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Hoof-ooreenkoms omskryf word, het dieselfde betekenis as in genoemde Wet of Ooreenkoms, en waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel; voorts beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"Raad" die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid;

"Radiovervaardigingseksie" die vervaardiging en/of montering van huishoudelike (d.w.s. motor-, huis- of draagbare) radio- en/of bandopnemer- en/of grammofoonuitrusting, met inbegrip van luidsprekers, tesame met komponente en/of audio-uitrusting gemaak uitsluitlik vir gebruik in en met sodanige uitrusting deur die vervaardiger van genoemde uitrusting;

"Hofooreenkoms" die Ooreenkoms gepubliseer by Gowermentskennisgewing R. 1112 van 2 Junie 1978 of enige latere Ooreenkoms, en sluit dit enige wysiging of verlenging daarvan in.

4. BETALING VIR OPENBARE VAKANSIEDAE

(1) Alle geproklameerde openbare vakansiedae is vakansiedae met besoldiging ten opsigte waarvan 'n werknemer minstens sy uurloon soos in die Hofooreenkoms voorgeskryf, betaal moet word vir die gewone werkure van die bedryfs- inrigting op 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 meld in die lys in hierdie Ooreenkoms: Met dien verstande dat, wanneer 'n geproklameerde openbare vakansiedag op 'n Saterdag val, 'n werknemer wat nie op sodanige dag werk nie, teen sy gewone uurloon betaal moet word vir die getal ure waarvoor hy betaal sou gewees het indien die vakansiedag binne die tydperk Maandag tot en met Vrydag geval het.

(2) Notwithstanding the provisions of subsection (1), an employee who is required by his employer to work the shift immediately preceding and/or following any of the public holidays referred to in this section and who absents himself from work on such shift or shifts shall not be entitled to payment for such holiday unless absent with the permission of his employer or on account of sickness or circumstances beyond his control or the hours of the shift or shifts concerned have been worked in, in which event payment shall be made for the days as provided for in terms of this section.

(3) Any employee who is aggrieved by the application to him of any of the provisions of subsection (2) may appeal to the Council against the decision applied to him, and the Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. Appeals in terms of this subsection shall be made to the Regional Council of the area concerned.

5. LEAVE PAY

(1) Except in the case of employees employed on incentive bonus work, leave 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 leave.

(2) Leave 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 leave 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) Subject to the following conditions, every employee shall be entitled under this Agreement to two consecutive weeks' paid leave plus three days' pay based on the ordinary hours of work of the shifts falling on Mondays and Tuesdays in the establishment concerned, computed at the hourly rate which the employee is receiving at the date of qualification for his paid leave:

(a) The qualification for the paid leave shall be 292 shifts, exclusive of overtime, actually worked, for employees working on a six-day week basis or 241 shifts, exclusive of overtime, actually worked, for employees working on a five-day week basis.

(i) Subject to subparagraph (ii), employment for less than 30 shifts on a six-day week basis or 25 shifts on a five-day week basis, shall not count for the paid leave: Provided that an employee who is laid off after working 18 shifts on a six-day week basis or 15 shifts on a five-day week basis, shall be credited for purposes of the paid leave with the number of shifts actually worked for that employee.

(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 leave with the total number of shifts worked for such employer.

(iii) Periods of absence on account of sickness aggregating not more than 52 shifts on a six-day week basis or 43 shifts on a five-day week basis in any one qualifying period for the paid leave, shall count for leave purposes: Provided that an employer shall be entitled to call upon an employee for a medical certificate in proof of the cause of absence. Periods of absence on account of an accident arising out of and in the course of the employee's employment shall count for leave 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 leave 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 lost by him during such absence, forfeit five shifts on a six-day week basis or four and one-sixth on a five-day week basis worked towards his paid leave with a

(2) Ondanks subklousule (1), moet 'n werknemer van wie daar deur sy werkgever vereis word om die skof te werk wat enigeen van die openbare vakansiedae wat in hierdie klousule genoem word, onmiddellik voorafgaan of daarop volg, en wat van sodanige skof of skofte van die werk wegbly, nie vir sodanige vakansiedag besoldig word nie tensy hy afwesig is met die toestemming van sy werkgever of omrede siekte of omstandighede buite sy beheer of die ure van die betrokke skof of skofte ingewerk is, en in dié geval moet betaling gedoen word vir die dae soos kragtens hierdie klousule bepaal.

(3) 'n Werknemer wat veronreg voel deur die toepassing op hom van enigeen van die bepalings van subklousule (2), kan na die Raad appelleer teen die beslissing wat teen hom gevel is, en die Raad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aan hom voorgelê is, daardie beslissing bekragtig of sodanige ander beslissing gee as wat na sy mening in sodanige geval gegee moes geword het. Appelle kragtens hierdie subklousule moet tot die Streekraad van die betrokke gebied gerig word.

5. VERLOFBESOLDIGING

(1) Uitgesonderd in die geval van werknemers wat volgens 'n aansporingsbonusskema werk, moet die verlofbesoldiging wat in hierdie klousule bepaal word, bereken word teen die uurloon, soos in die Hoofoorreënkomst omskryf, wat die werknemer op die datum van kwalifisering vir sy verlof met besoldiging ontvang het.

(2) Die vakansiebesoldiging van werknemers wat volgens 'n aansporingsbonusskema werk, moet bereken word teen die gemiddelde weeklikse verdienste, uitgesonderd oortydbesoldiging, oor die laaste drie maande wat hulle werklik volgens 'n aansporingsbonusskema gewerk het voordat die verlof verskuldig geword het of oor die getal weke werklik gewerk gedurende die tydperk wat daar volgens 'n aansporingsbonusskema gewerk is, naamlik die kortste tydperk.

(3) Behoudens onderstaande voorwaardes, is elke werknemer kragtens hierdie Ooreenkomst geregtig op twee agtereenvolgende weke verlof met besoldiging plus drie dae se besoldiging gebaseer op die gewone werkure van die skofte wat in die betrokke bedryfsinrigting op Maandae en Dinsdae val, bereken teen die uurloon wat die werknemer ontvang op die datum waarop hy vir sy verlof met besoldiging kwalifiseer:

(a) Die kwalifikasie vir die verlof met besoldiging is 292 skofte, uitgesonderd oortyd, werklik gewerk op 'n grondslag van ses werkdae per week, of 241 skofte, uitgesonderd oortyd, werklik gewerk op 'n grondslag van vyf werkdae per week.

(i) Behoudens subparagraaf (ii), word diens vir minder as 30 skofte op 'n grondslag van ses werkdae per week of 25 skofte op 'n grondslag van vyf werkdae per week, nie vir die verlof met besoldiging in aanmerking geneem nie: Met dien verstande dat 'n werknemer wat tydelik buite werk gestel word nadat hy 18 skofte op 'n grondslag van ses werkdae per week of 15 skofte op 'n grondslag van vyf werkdae per week gewerk het, vir die doel van die verlof met besoldiging gekrediteer moet word met die getal skofte wat hy werklik vir daardie werkgever gewerk het.

(ii) Waar 'n werknemer se diens ooreenkomstig hierdie paragraaf onderbreek word en hy weer werk vir dieselfde werkgever aanvaar, moet hy vir die doel van die verlof met besoldiging gekrediteer word met die totale getal skofte wat hy vir sodanige werkgever gewerk het, mits hy nie intussen vir 'n ander werkgever gewerk het nie.

(iii) Tydperke van afwesigheid weens siekte, wat op hoogstens 52 skofte op 'n grondslag van ses werkdae per week of 43 skofte op 'n grondslag van vyf werkdae per week te staan kom in enige kwalifiserende tydperk vir die verlof met besoldiging moet vir verlofdoeleindes in aanmerking geneem word: Met dien verstande dat 'n werkgever daarop geregtig is om van 'n werknemer 'n mediese sertifikaat te vereis as bewys van die oorsaak van sy afwesigheid. Tydperke van afwesigheid weens 'n ongeluk wat ontstaan het uit en in die loop van die werknemer se diens, moet vir verlofdoeleindes in aanmerking geneem word indien daar erken is dat sodanige ongeluk binne die bepalings van die Ongevallewet, 1941, val, en die tydperke van afwesigheid wat vir die doeleindes van verlof met besoldiging in aanmerking geneem word, is die tydperke van ongeskiktheid wat ingevolge genoemde Wet erken word.

(iv) 'n Werknemer wat van sy werk af wegbly sonder 'n afdoende rede wat vir sy werkgever bevredigend is, verbeur ten opsigte van elke skof wat hy gedurende sodanige afwesigheid verloor, vyf skofte op 'n grondslag van ses werkdae per week of vier en een-sesde op 'n grondslag van vyf werkdae per week, wat hy vir sy verlof met besoldiging gewerk het, met 'n maksimum straf van 60 skofte op 'n grondslag van

maximum penalty of 60 shifts on a six-day week basis or 50 shifts on a five-day week basis in any one qualifying period for paid leave.

(v) Periods of absence on the additional week's paid leave or accumulation thereof provided for in section 13 of Part I of the Main Agreement as applied by section 7 (1) of Part I of this Agreement, shall count for purposes of the paid leave to the extent of the number of shifts represented by such periods of absence.

(b) The leave shall include three week-ends and be for one unbroken period.

(c) Should any proclaimed public holiday fall within the period of the leave such period shall be extended by one day with full pay for each such day.

(d) Should an employee who is required by his employer to work away from his usual place of domicile be about to take his paid leave the leave shall, provided the employee returns to his place of domicile, commence and terminate at the place of domicile of that employee.

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

(f) The leave 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 leave within a period of four months from due date, unless exemption is granted by the Council.

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

(4) (a) When an employee is about to take his paid leave 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 leave.

(b) The employer shall at the time of making the payments referred to in paragraph (a) of this subsection and in sections 13 and 14 of Part I of the Main Agreement, as applied by section 7 (1) of Part I of this Agreement, forward to the Council a leave pay and bonus receipt drawn up in a 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 paid leave in terms of subsection (3), he shall, according to whether the establishment works a six-day week or a five-day week be paid leave pay pro rata to the number of shifts worked or, at his request, be furnished with a voucher drawn up in a form acceptable to the Council setting out the number of shifts which count for leave purposes. In such case the employee shall receive the voucher at the same time as he leaves the employer's service and the employer shall immediately forward to the Secretary of the Council the money equivalent of the leave to which the employee is so entitled computed as provided for in subsection (1) or subsection (2), whichever is applicable, plus an amount equal to three-tenths of the money equivalent of the leave to which the employee is entitled computed as aforesaid in respect of three extra days leave pay provided for in subsection (3), 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 leave 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 subsection (5) and is no longer employed in the Industry shall be entitled, subject to paragraph (b), 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 subsection (5) 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

ses werkdade per week of 50 skofte op 'n grondslag van vyf werkdade per week in enige bepaalde kwalifiserende tydperk vir verlof met besoldiging, mits die werkgewer binne sewe dae na sodanige afwesigheid die Raad skriftelik van sodanige afwesigheid in kennis stel.

(v) Tydperke van afwesigheid as gevolg van die addisionele week verlof met besoldiging of ophopings daarvan, soos bepaal in klousule 13 van Deel I van die Hoofdooreenkoms, soos toegepas by klousule 7 (1) van Deel I van hierdie Ooreenkoms, moet vir doeleindes van verlof met besoldiging in aanmerking geneem word in die mate waarin die getal skofte deur sodanige tydperke van afwesigheid verteenwoordig word.

(b) Die verlof moet drie naweke insluit en moet oor 'n ononderbroke tydperk strek.

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

(d) Indien 'n werknemer van wie sy werkgewer vereis om op 'n ander plek as sy gewone woonplek te werk, op die punt staan om sy verlof met besoldiging te neem, begin en eindig sodanige verlof op die woonplek van daardie werknemer mits die werknemer na sy woonplek terugkeer.

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

(f) Die werkgewer moet die verlof so toestaan dat dit begin binne 'n tydperk van vier maande vanaf die datum waarop die werknemer daarop geregtig geword het.

(g) 'n Werknemer is daarop geregtig en daartoe verplig om sy verlof te neem binne 'n tydperk van vier maande vanaf die datum waarop hy daarop geregtig geword het, tensy vrystelling deur die Raad verleen word.

(h) 'n Werknemer mag gedurende die tydperk van sy verlof geen werk teen vergoeding verrig nie.

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

(b) Die werkgewer moet ten tyde van die betalings vermeld in paragraaf (a) van hierdie subklousule en in klousules 13 en 14 van Deel I van die Hoofdooreenkoms, soos toegepas by klousule 7 (1) van Deel I van hierdie Ooreenkoms, aan die Raad 'n verlof besoldigings- en bonuskwitansie stuur wat opgestel is in 'n vorm wat vir die Raad aanneemlik is en wat deur die werknemer onderteken is as bewys dat hy die betaling ontvang het.

(5) Wanneer die diens van 'n werknemer eindig voordat hy kragtens subklousule (3) op verlof met besoldiging geregtig word, moet hy, na gelang daarvan of die bedryfsinrigting op 'n grondslag van ses of vyf dae per week, verlofbesoldiging betaal word in verhouding tot die getal skofte gewerk of, op sy versoek, voorsien word van 'n bewysstuk, opgestel in 'n vorm wat vir die Raad aanneemlik is, waarin die getal skofte gemeld word wat vir verlofdoeleindes in aanmerking geneem moet word. In so 'n geval moet die werknemer die bewysstuk ontvang sodra hy die werkgewer se diens verlaat, en die werkgewer moet die geldekwivalent van die verlof waarop die werknemer aldus geregtig geword het en wat bereken is ooreenkomstig subklousule (1) of subklousule (2), naamlik dié een wat van toepassing is, onmiddellik aan die Sekretaris van die Raad stuur, plus 'n bedrag gelyk aan drie-tiendes van die geldekwivalent van die verlof waarop die werknemer geregtig is, bereken soos hierbo vermeld, ten opsigte van drie ekstra dae verlof besoldiging wat in subklousule (3) bepaal word, min enige aftrekking wat by wet vir inkomstebelasting vereis word.

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

(7) (a) Na verloop van minstens 50 weke, gereken vanaf die datum waarop die tydperk van diens begin het wat deur die bewysstuk gedek word, is enige werknemer wat ingevolge subklousule (5) van 'n bewysstuk voorsien is en wat nie meer in die Nywerheid werksaam is nie, daarop geregtig, behoudens paragraaf (b), om by aanbieding van die bewysstuk aan die Raad in die streek van herkoms, betaling te ontvang van enige ombetaalde saldo waarmee hy in die boeke van die Raad gekrediteer is.

(b) 'n Bewysstuk wat ingevolge subklousule (5) 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, kom na verstryking van sodanige tydperk die fondse van die Raad toe: Met dien verstande

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 paid leave, and includes any period of military service: Provided that an employee shall not be entitled to claim as employment more than four months of any period of such training.

(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. SUBSTITUTION OF CERTAIN MAIN AGREEMENT PROVISIONS

(1) Notwithstanding the provisions of sections 4 and 5 of this Part 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 15 of Part I of the Main Agreement (hereinafter referred to as the "special conditions") shall be substituted therefor.

(2) Every employer engaged in the Radio Manufacturing Section at the date of coming into operation of this Agreement shall declare to the Council within one month of such date whether the ordinary conditions or the special conditions 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 25 of the Main Agreement, as applied by section 7 (1) of Part I of this Agreement, declare to the Council whether the ordinary conditions or the special conditions will be observed in his establishment.

7. GENERAL PROVISIONS

(1) The following provisions of the Main Agreement shall, subject to the amendments to section 14 of Part I and section 1 (3) of Part II of the Main Agreement as contained in subsections (2) and (3), *mutatis mutandis* apply to the employers and employees to whom this Agreement applies:

(a) Sections 1 (3) to (6) inclusive, 3 to 8 (3) (d) inclusive, 8 (3) (f), (g) and (h), 8 (4), 9, 10, 13, 14, 16 to 22 inclusive, 24 to 27 inclusive, 29 to 34 inclusive, of Part I and section 1 of Part II;

(b) sections 8 (3) (e), 8*bis* and 28 of Part I.

(1*bis*) The wage rate prescribed for any operation specified in Division D/22 of the Main Agreement shall *mutatis mutandis* apply in respect of any similar operation performed in the Radio Manufacturing Section but which is not scheduled in Part II.

(2) Add the following subsection to section 14 of Part I of the Main Agreement:

"(6) For the purpose of the calculation of the leave bonus, qualifying shifts worked after 1 January 1973 shall be taken into account."

(3) Substitute the following for section 1 (3) of Part II of the Main Agreement:

"(3) Every employee who on 5 November 1979 is employed by an employer on work classified in this Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date, plus an additional amount for his class of work as set out in the column headed 'Additional amount' in the Table of Occupations and Wage Rates in Part II:

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase granted to such employee on or subsequent to 1 July 1979.

(ii) any employee who was engaged during the period commencing on 1 July 1979 at a rate of pay not less than the rate of pay prescribed for his class of work as at 5 November 1979 shall not be entitled to be paid the additional amount specified in this subsection for his class of work;

egter dat die Raad enige eis wat sodanige werknemer na die verstryking van genoemde tydperk instel, moet oorweeg en na sy goeddunke 'n *ex gratia*-betaling uit die fondse van die Raad aan sodanige werknemers soos hierin bedoel, kan doen.

(8) Behoudens andersluidende bepalings hierin, word diens vir die toepassing van hierdie klousule geag te begin op die datum waarop 'n werknemer by die werkgever in diens tree of op die datum waarop hy laas op verlof met besoldiging geregtig geword het, naamlik die jongste datum, en sluit sodanige diens ook tydperke van militêre diens in: Met dien verstande dat 'n werknemer nie daarop geregtig is om meer as vier maande van enige tydperk van sodanige opleiding as diens te eis nie.

(9) Die Raad kan wedersydse reëlings met enige ander nywerheid tref vir die uitwisseling van verlofbewysstukke ten voordele van werknemers wat die Nywerheid verlaat.

6. VERVANGING VAN SEKERE BEPALINGS IN DIE HOOFDOOREENKOMS

(1) Ondanks klousules 4 en 5 van hierdie deel van hierdie Ooreenkoms (hierna die "gewone voorwaardes" genoem), kan 'n werkgever en sy werknemers op wie hierdie Ooreenkoms van toepassing is, onderling ooreenkoms dat die bepalings van klousules 11, 12 en 15 van Deel I van die Hoofdooreenkoms (hierna die "spesiale voorwaardes" genoem) in die plek daarvan gestel word.

(2) Elke werkgever wat op die datum van inwerkingtreding van hierdie Ooreenkoms by die Radiovervaardigingseksie betrokke is, moet binne een maand na sodanige datum aan die Raad verklaar of die gewone voorwaardes of die spesiale voorwaarde in sy bedryfsinrigting nagekom sal word, en elke werkgever wat na daardie datum met 'n saak begin, moet, wanneer hy inligting ooreenkomstig klousule 25 van die Hoofdooreenkoms, soos toegepas by klousule 7 (1) van Deel I van hierdie Ooreenkoms, aan die Raad verstrek, aan die Raad verklaar of die gewone voorwaardes of die spesiale voorwaardes in sy bedryfsinrigting nagekom sal word.

7. ALGEMENE BEPALINGS

(1) Behoudens die wysigings van klousule 14 van Deel I en klousule 1 (3) van Deel II van die Hoofdooreenkoms soos in subklousules (2) en (3) vervat, is die volgende bepalings van die Hoofdooreenkoms *mutatis mutandis* van toepassing op die werkgevers en werknemers op wie hierdie Ooreenkoms van toepassing is:

(a) Klousules 1 (3) tot en met (6), 3 tot en met 8 (3) (d), 8 (3) (f) (g) en (h), 8 (4), 9, 10, 13, 14, 16 tot en met 22, 24 tot en met 27, 29 tot en met 34 van Deel I en klousule 1 van Deel II;

(b) klousules 8 (3) (e), 8*bis* en 28 van Deel I.

(1*bis*) Die loonskaal voorgeskryf vir enige werkverrigting gespesifiseer in Afdeling D/22 van die Hoofdooreenkoms is *mutatis mutandis* van toepassing ten opsigte van enige soortgelyke werkverrigting wat in die Radiovervaardigingseksie verrig word maar wat nie in Deel II gelys is nie.

(2) Voeg die volgende subklousule by klousule 14 van Deel I van die Hoofdooreenkoms:

"(6) Vir die berekening van die verlofbonus moet kwalifiserende skofte wat na 1 Januarie 1973 gewerk is, in aanmerking geneem word."

(3) Vervang klousule 1 (3) van Deel II van die Hoofdooreenkoms deur die volgende:

"(3) 'n Werknemer wat op 5 November 1979 by 'n werkgever in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy in diens van dieselfde werkgever is en afgesien daarvan of sy werklike loon onmiddellik voor genoemde datum hoër was as die loon wat vir sy klas werk in hierdie Ooreenkoms gespesifiseer is, minstens die werklike loon betaal word wat hy onmiddellik voor genoemde datum ontvang het, plus 'n addisionele bedrag vir sy klas werk soos uiteengesit in die kolom met die opschrift 'Addisionele bedrag' in die Tabel van Beroepe en Loonskale in Deel II:

Met dien verstande dat—

(i) die addisionele bedrag wat ingevolge hierdie subklousule aan 'n werknemer vir sy klas werk betaalbaar is, verminder mag word met die bedrag van enige verhoging wat op of sedert 1 Julie 1979 aan sodanige werknemer toegestaan is;

(ii) 'n werknemer wat gedurende die tydperk wat op 1 Julie 1979 'n aanvang geneem het, in diens geneem was teen 'n loonskaal wat minstens gelyk is aan die loonskaal vir sy klas werk voorgeskryf op 5 November 1979 nie geregtig is op die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1979 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement.

For purposes of this Agreement, the rates applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of section 10 of Part I of the Main Agreement."

PART II
TABLE OF OCCUPATIONS AND WAGE RATES

Job description	Basic wage per hour	Additional amount per hour
	R	c
1. Electrician's work.....	2,75	25
2. Radiotrician's work.....	2,75	25
3. Preparation and assembly of equipment for production lines and general maintenance of buildings and equipment aspects of electrician's or radiotrician's work.....	2,75	25
4. Leading a single section or line where there are 20 or more operators (when so appointed):		
First month of experience.....	1,49	15
Second month of experience.....	1,54	15
Thereafter.....	1,61	16
5. Location of electrical faults by predetermined symptom analyses, including repair of such faults by soldering or replacement of faulty components:		
First month of experience.....	1,49	15
Second month of experience.....	1,54	15
Thereafter.....	1,61	16
6. Leading small subsections and limited personnel up to 20 operators (when so appointed):		
First month of experience.....	1,09	13
Second month of experience.....	1,12	13
Thereafter.....	1,14	13
7. Engaging on coil winding operations, including alignment and preparation of coil winding machines:		
First month of experience.....	1,09	13
Second month of experience.....	1,12	13
Thereafter.....	1,14	13
8. Engaging on light pressing operations, including attachment of self-locating dies:		
First month of experience.....	1,09	13
Second month of experience.....	1,12	13
Thereafter.....	1,14	13
9. Final testing on production line within predetermined limits and/or testing of finished products for sound and appearance:		
First three months of experience.....	1,09	13
Thereafter.....	1,14	13
10. Electrical alignment of individual components within predetermined limits, including immediate rectification of obvious faults:		
First three months of experience...	1,03	11
Thereafter.....	1,06	12
11. Electrical testing, including the use of jigs, of special sections of circuits to predetermined limits, but excluding repair work:		
First three months of experience...	1,03	11
Thereafter.....	1,06	12
12. Light pressing operations, but not including attachment of dies.....	0,97	11
13. Glueing loudspeaker to frame prior to baking and operating baking jig	0,97	11
14. Physical examination of soldered joints and components, including touching up of joints and salvage or replacement of damaged components	0,97	11

(iii) 'n werkgewer nie die loonskaal van 'n werknemer aan wie 'n groter verhoging as die addisionele bedrag in hierdie subklousule gespesifiseer op of sedert 1 Julie 1979 vir sy klas werk toegeken is, mag verminder nie en dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word.

Vir die toepassing van hierdie Ooreenkoms is die lone wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat 'aansporingsbonuswerk' ooreenkomstig klousule 10 van Deel I van die Hofooreenkoms verrig."

DEEL II
TABEL VAN BEROEPE EN LOONSKALE

Werkbeskrywing	Basiese loon per uur	Addisionele bedrag per uur
	R	c
1. Elektriesienswerk.....	2,75	25
2. Radiotrisienswerk.....	2,75	25
3. Voorbereiding en montering van uitrusting vir produksiebande en algemene onderhoud van geboue en uitrustingsaspekte van elektriesiens- of radiotrisienswerk.....	2,75	25
4. Leiding van 'n enkele seksie of band waar daar 20 of meer bedieners is (indien aldus aangestel):		
Eerste maand ondervinding.....	1,49	15
Tweede maand ondervinding.....	1,54	15
Daarna.....	1,61	16
5. Opsporing van elektriese foute deur vooraf bepaalde simptomeontleding, met inbegrip van die herstel van sodanige foute deur soldering of vervanging van foutiewe komponente:		
Eerste maand ondervinding.....	1,49	15
Tweede maand ondervinding.....	1,54	15
Daarna.....	1,61	16
6. Leiding van klein subseksies en beperkte personeel van tot 20 bedieners (indien aldus aangestel):		
Eerste maand ondervinding.....	1,09	13
Tweede maand ondervinding.....	1,12	13
Daarna.....	1,14	13
7. Die onderneming van spoelwikkelswerkzaamhede, met inbegrip van die instelling en voorbereiding van spoelwikkelmasjiene:		
Eerste maand ondervinding.....	1,09	13
Tweede maand ondervinding.....	1,12	13
Daarna.....	1,14	13
8. Die onderneming van ligte perswerk, met inbegrip van die vashegting van selfstandstempels:		
Eerste maand ondervinding.....	1,09	13
Tweede maand ondervinding.....	1,12	13
Daarna.....	1,14	13
9. Finale toetsing op produksieband binne vooraf bepaalde perke en/of toetsing van voltooide produkte vir klank en voorkoms:		
Eerste drie maande ondervinding..	1,09	13
Daarna.....	1,14	13
10. Elektriese instelling van individuele komponente binne vooraf bepaalde perke, met inbegrip van onmiddellike regstelling van ooglopende foute:		
Eerste drie maande ondervinding..	1,03	11
Daarna.....	1,06	12
11. Elektriese toetsing, met inbegrip van die gebruik van setmate, van spesiale seksies van stroombane tot op vooraf bepaalde perke, maar uitgesonderd herstelwerk:		
Eerste drie maande ondervinding..	1,03	11
Daarna.....	1,06	12
12. Ligte perswerk, maar uitgesonderd die vashegting van tempels.....	0,97	11
13. Luidspreekers aan rame vaslym voordat dit gebak word, en bediening van baksetmaat.....	0,97	11
14. Fisiese ondersoek van gesoldeerde voë en komponente, met inbegrip van die opknapping van voë en die herstel of vervanging van beskadigde komponente.....	0,97	11

Job description	Basic wage per hour	Additional amount per hour	Werkbeskrywing	Basiese loon per uur	Addisionele bedrag per uur
	R	c		R	c
15. Assembling and/or fixing and/or wiring-in of components and/or wiring (using prepared wires) to set instructions and/or figures and/or model and/or sample, including soldering by hand: First three months of experience... Thereafter.....	0,89 0,95	11 11	15. Montering en/of vashegting en/of bedrading van komponente en/of bedrading (met voorbereide drade) volgens voorgeskrewe instruksies en/of patrone en/of model en/of monster, met inbegrip van handsoldeerwerk: Eerste drie maande ondervinding... Daarna.....	0,89 0,95 0,95	11 11 11
16. Relief line assembly operating.....	0,95	11	16. Bediening van ontlasbandsamestellinge	0,95	11
17. Coil winding (including transformers) by hand.....	0,91	11	17. Spoelwikkeling (met inbegrip van transformators) met die hand.....	0,91	11
18. Coil winding (including transformers) on semi-automatic machines.....	0,88	10	18. Spoelwikkeling (met inbegrip van transformators) op halfoutomatiese masjiene.....	0,88	10
19. Maintaining depth of flux and solder baths and watching belt feed to and from machine.....	0,88	10	19. Handhawing van diepte van smeltmiddel en soldeerbadde en toesig oor bandtoevoer na masjiene en van masjiene af.....	0,88 0,88	10 10
20. Silk screening, excluding art work....	0,88	10	20. Syskermwerk, uitgesonderd sierwerk	0,88	10
21. Washing and/or cleaning and/or coating and/or exposing and/or developing and/or etching of printed circuit boards and/or blanks.....	0,88	10	21. Was en/of skoonmaak en/of bedekking en/of beligting en/of ontwikkeling en/of ets van gedruktebaanborde en/of rustukke.....	0,88	10
22. Riveting by hand or by machine.....	0,88	10	22. Klinkwerk met die hand of met 'n masjiene.....	0,88	10
23. Checking and/or testing of components to predetermined standards and/or model and/or pictorial designs.....	0,88	10	23. Kontrolering en/of toetsing van komponente volgens vooraf bepaalde standaarde en/of model en/of prentontwerpe.....	0,88	10
24. Testing before assembly into final units, of record changers and/or turntables and/or manual players to set instructions, and including the testing of radiogram chassis for light and play.....	0,88	10	24. Toetsing, voor montering in finale eenhede, van platewisselaars en/of draaitafels en/of handplatespelers volgens voorgeskrewe instruksies, met inbegrip van die toetsing van radiogramonderstelle vir lig en speel	0,88	10
25. Mounting and/or connecting of sections and/or subassemblies into cabinets.....	0,88	10	25. Montering en/of aansluiting van seksies en/of subsamestellinge in kabinette.....	0,88	10
26. Assembling and fixing aerials, switches and trims generally to cabinets and/or chassis.....	0,88	10	26. Montering en vashegting van lugdrade, skakelaars en afwerking in die algemeen aan kabinette en/of onderstelle.....	0,88	10
27. Drilling to stops and/or jigs and/or fixtures.....	0,88	10	27. Boor volgens stuiters en/of setmate en/of setklemme.....	0,88	10
28. Inserting components into prepared printed circuit boards to set instructions and/or sample, including trimming of leads (excluding soldering)	0,88	10	28. Die invoeging van komponente in voorbereide gedruktebaanborde volgens voorgeskrewe instruksies en/of monster, met inbegrip van die afwerking van leidings (uitgesonderd soldeerwerk).....	0,88	10
29. Operating automatic wire cutting machine, excluding setting thereof...	0,88	10	29. Bediening van outomatiese draad-snymasjiene, uitgesonderd die stel daarvan.....	0,88	10
30. Cutting and stripping wire to prescribed lengths and/or to stops.....	0,88	10	30. Die sny en stroop van drade volgens voorgeskrewe lengtes en/of volgens stuiters.....	0,88	10
31. Tinning by dipping.....	0,88	10	31. Vertinning deur indompeling.....	0,88	10
32. General labouring, including cleaning and packing.....	0,80	10	32. Algemene arbeid, met inbegrip van skoonmaak en verpakking.....	0,80	10

Signed at Johannesburg for and on behalf of the parties this 22nd day of August 1979.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 2351 26 October 1979

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES, REPUBLIC OF SOUTH AFRICA

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941,

Namens die partye op hede die 22ste dag van Augustus 1979 in Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 2351 26 Oktober 1979

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID, REPUBLIEK VAN SUID-AFRIKA

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabriek, Masjinerie en Bouwerk,

declare the provisions of the Agreement and notice relating to the Iron, Steel, Engineering and Metallurgical Industries, published under Government Notice R. 2350 of 26 October 1979, to be, on the whole, not less favourable to the employees whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2352

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES. — RENEWAL OF AGREEMENT FOR THE RADIO, REFRIGERATION AND DOMESTIC ELECTRICAL APPLIANCES DIVISION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 1436 of 4 September 1970, R. 1567 of 10 September 1971, R. 2146 of 1 December 1972, R. 390 of 16 March 1973, R. 2072 of 2 November 1973, R. 1323 of 2 August 1974, R. 1010 of 23 May 1975, R. 1522 of 27 August 1976, R. 1688 of 26 August 1977, R. 160 of 27 January 1978 and R. 1321 of 23 June 1978 to be effective for the period ending 30 June 1980.

S. P. BOTHA, Minister of Manpower Utilisation.

No. R. 2353

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES. — AMENDMENT OF AGREEMENT FOR THE RADIO, REFRIGERATION AND DOMESTIC ELECTRICAL APPLIANCES DIVISION

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980 upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Province of the Transvaal; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Province of the Transvaal and with effect from the second Monday after the date of publication of this notice and for the period ending 30 June 1980, the provisions of the Amending

1941, dat die bepalinge van die Ooreenkoms en kennisgewing in verband met die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, gepubliseer by Goewermentskennisgewing R. 2350 van 26 Oktober 1979, oor die algemeen vir werknemers wie se werkeure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalinge van genoemde Wet.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2352

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—HERNUWING VAN OOREENKOMS VIR DIE AFDELING RADIO-, VERKOELINGS- EN HUISHOUDELIKE ELEKTRIESE TOESTELLE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalinge van Goewermentskennisgewings R. 1436 van 4 September 1970, R. 1567 van 10 September 1971, R. 2146 van 1 Desember 1972, R. 390 van 16 Maart 1973, R. 2072 van 2 November 1973, R. 1323 van 2 Augustus 1974, R. 1010 van 23 Mei 1975, R. 1522 van 27 Augustus 1976, R. 1688 van 26 Augustus 1977, R. 160 van 27 Januarie 1978 en R. 1321 van 23 Junie 1978, van krag is vir die tydperk wat op 30 Junie 1980 eindig.

S. P. BOTHA, Minister van Mannekragbenutting.

No. R. 2353

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN OOREENKOMS VIR DIE AFDELING RADIO-, VERKOELINGS- EN HUISHOUDELIKE ELEKTRIESE TOESTELLE

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalinge van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 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 Nywerhede in die provinsie Transvaal; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalinge van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 Junie 1980 eindig, in die provinsie

Agreement shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

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 by and between the Radio, Appliance and Television Association of South Africa (hereinafter referred to as the "employers" or the "employers' organisation") 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,

to amend the Agreement for the Radio, Refrigeration and Domestic Electrical Appliances Division, published under Government Notice R. 1436 of 4 September 1970, as amended and renewed by Government Notices R. 1567 of 10 September 1971, R. 2143 and R. 2146 of 1 December 1972, R. 390 of 16 March 1973, R. 2072 of 2 November 1973, R. 1322 and R. 1323 of 2 August 1974, R. 1010 of 23 May 1975, R. 1521 and R. 1522 of 27 August 1976, R. 1159 of 24 June 1977, R. 1442 of 29 July 1977, R. 1686 and R. 1688 of 26 August 1977, R. 160 of 27 January 1978, R. 1320 and R. 1321 of 23 June 1978 and R. 2352 of 26 October 1979 as follows:

PART I

1. SECTION 1.—SCOPE OF APPLICATION OF AGREEMENT

Delete subsection 3 of this section.

2. SECTION 4.—WAGES AND/OR EARNINGS

(1) Substitute the following for subsection (1):

"(1) Every employee who on 5 November 1979 is employed by an employer on work classified in this Agreement shall, whilst in the employ of the same employer and whether or not his actual rate of pay immediately prior to the said date was in excess of the rate specified for his class of work in this Agreement, be paid not less than the actual rate he was receiving immediately prior to the said date, plus, as a guaranteed personal minimum increase, an additional amount for his class of work, as follows:

Class of work	Amount per hour
Rate A.....	25
Rate AA:	
Employees in their first six months of continuous service on the above date.....	20
Employees in their second six months of continuous service on the above date.....	20
Employees with more than 12 months' continuous service on the above date.....	21
Rate D.....	17
Rate DD.....	13
Rate DDD.....	13
Rate F.....	11
Rate G.....	10
Rate I.....	10

Provided that—

(i) the additional amount payable in terms of this subsection to an employee for his class of work may be reduced by the amount of any increase granted to such employee on or subsequent to 1 July 1979;

(ii) any employee who was engaged during the period commencing on 1 July 1979 at a rate of pay not less than the rate of pay prescribed for his class of work as at 5 November 1979 shall not be entitled to be paid the additional amount specified in this subsection for his class of work;

Transvaal *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerhede by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

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

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Radio, Appliance and Television Association of South Africa (hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

S.A. Electrical Workers' Association

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

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

om die Ooreenkoms vir die Afdeling Radio-, Verkoelings- en Huishoudelike Elektriese Toestelle, gepubliseer by Goewermentskennisgewing R. 1436 van 4 September 1970, soos gewysig en hernieu by Goewermentskennisgewings R. 1567 van 10 September 1971, R. 2143 en R. 2146 van 1 Desember 1972, R. 390 van 16 Maart 1973, R. 2072 van 2 November 1973, R. 1322 en R. 1323 van 2 Augustus 1974 en R. 1010 van 23 Mei 1975 R. 1521 en R. 1522 van 27 Augustus 1976, R. 1159 van 24 Junie 1977, R. 1442 van 29 Julie 1977, R. 1686 en R. 1688 van 26 Augustus 1977, R. 160 van 27 Januarie 1978, R. 1320 en R. 1321 van 23 Junie 1978 en R. 2352 van 26 Oktober 1979, soos volg te wysig:

DEEL I

1. KLOUSULE 1.—TOEPASSINGSBESTEK VAN OOREENKOMS

Skrap subklousule (3) van hierdie klousule.

2. KLOUSULE 4.—LONE EN/OF VERDIENSTE

(1) Vervang subklousule (1) deur die volgende:

"(1) Elke werknemer wat op 5 November 1979 by 'n werkgewer in diens is vir die verrigting van werk wat in hierdie Ooreenkoms ingedeel is, moet, terwyl hy by dieselfde werkgewer in diens is en ongeag of sy werklike tarief van besoldiging onmiddellik voor vermelde datum hoër was as die tarief vir sy klas werk in hierdie Ooreenkoms gespesifiseer, al dan nie, minstens die werklike tarief van besoldiging betaal word wat hy onmiddellik voor vermelde datum ontvang het, plus, as 'n gewaarborgde persoonlike minimum verhoging, die volgende addisionele bedrag vir sy klas werk:

Klas werk	Bedrag per uur
Tarief A.....	25
Tarief AA:	
Werknemers in hul eerste ses maande ononderbroke diens op bogenoemde datum.....	20
Werknemers in hul tweede ses maande ononderbroke diens op bogenoemde datum.....	20
Werknemers met meer as 12 maande ononderbroke diens op bogenoemde datum.....	21
Tarief D.....	17
Tarief DD.....	13
Tarief DDD.....	13
Tarief F.....	11
Tarief G.....	10
Tarief I.....	10

Met dien verstande dat—

(i) die addisionele bedrag wat ingevolge hierdie subklousule aan 'n werknemer vir sy klas werk betaalbaar is, verminder mag word met die bedrag van enige verhoging wat op of sedert 1 Julie 1979 aan sodanige werknemer toegestaan is;

(ii) 'n werknemer wat gedurende die tydperk wat op 1 Julie 1979 'n aanvang geneem het, in diens geneem was teen 'n loonskaal wat minstens gelyk is aan die loonskaal vir sy klas werk voorgeskryf op 5 November 1979, nie geregtig is op die addisionele bedrag wat in hierdie subklousule vir sy klas werk gespesifiseer word nie;

(iii) no employer shall reduce the rate of pay of any employee to whom an increase in excess of the additional amount specified in this subsection for his class of work has been awarded on or subsequent to 1 July 1979 and no employee shall be paid wages at a rate less than the rate for his class of work specified in this Agreement.

For purposes of this Agreement, the rates applicable in terms of this subsection shall *mutatis mutandis* apply to employees employed on incentive bonus work in terms of section 10 of Part I of the Main Agreement."

(2) In subsection (3), for the rates per hour specified in the wage schedule, substitute the following:

	R
"Rate A.....	2,75
Rate AA.....	2,17
After six months of continuous employment with the same employer, inclusive of continuous employment on 5 November 1979.....	2,22
After 12 months of continuous employment with the same employer, inclusive of continuous employment on 5 November 1979.....	2,31
Rate D.....	1,82
Rate DD.....	1,40
Rate DDD.....	1,18
Rate F.....	0,94
Rate G.....	0,85
Rate I.....	0,80."

Signed at Johannesburg for and on behalf of the parties this 5th day of September 1979.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 2354

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF TECHNOLOGICAL FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from the second Monday after the date of publication of this notice, and for the period ending 3 November 1983, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 3 November 1983, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 3 November 1983, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon

(iii) 'n werkgewer nie die loonskaal van 'n werknemer aan wie 'n groter verhoging as die addisionele bedrag in hierdie subklousule gespesifiseer op of sedert 1 Julie 1979 vir sy klas werk toegeken is, mag verminder nie en dat 'n werknemer nie 'n laer loon betaal mag word nie as die loon wat vir sy klas werk in hierdie Ooreenkoms voorgeskryf word.

Vir die toepassing van hierdie Ooreenkoms is die lone wat ingevolge hierdie subklousule van toepassing is, *mutatis mutandis* van toepassing op werknemers wat 'aansporingsbonuswerk' ooreenkomstig klousule 10 van Deel I van die Hoofdooreenkoms verrig."

(2) In subklousule (3), vervang die uurlone in die loonstaat gespesifiseer deur die volgende:

	R
"Tarief A.....	2,75
Tarief AA.....	2,17
Na ses maande ononderbroke diens by dieselfde werknemer, met inbegrip van ononderbroke diens op 5 November 1979.....	2,22
Na 12 maande ononderbroke diens by dieselfde werknemer, met inbegrip van ononderbroke diens op 5 November 1979.....	2,31
Tarief D.....	1,82
Tarief DD.....	1,40
Tarief DDD.....	1,18
Tarief F.....	0,94
Tarief G.....	0,85
Tarief I.....	0,80."

Namens die partye op hede die 5de dag van September 1979 te Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 2354

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID.—WYSIGING VAN TECHNOLOGIESE FONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 November 1983 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 November 1983 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 Nywerhede in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 3 November 1983 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle persone wat nie werknemers is

all persons who are not employees and who are employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

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 by and between the

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries' Association of South Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Air Conditioning Equipment Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio 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
Transvaal and Orange Free-State Foundry Association
(hereinafter referred to as the "employers" or the "employers' organisations"), of the one part, and the
Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

nie en wat in diens is in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalinge ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

BYLAE

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

GOORENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Association of Electric Cable Manufacturers of South Africa
Automotive Parts Production Engineers' Association
Bright Bar Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
Domestic Appliance Manufacturers' Association
East London Engineers' and Founders' Employers' Association
Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)
Ferro Alloy Producers' Association
Fire Protection Industries' Association of South Africa
Gate and Fence Manufacturers' Association of the Transvaal
Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa
Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastic Manufacturers' Association of South Africa
Plumbers and Engineers Brassware Manufacturers' Association
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa
Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association
S.A. Air Conditioning Equipment Manufacturers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Burglar Alarm Systems Association
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association
S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio 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
Transvaal and Orange Free State Foundry Association
(hierna die "werkgewers" of die "werkgewersverenigings" genoem), aan die een kant, en die
Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society
S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

to amend the Technological Fund Agreement published under Government Notice R. 1851 of 15 September 1978, as amended by Government Notice R. 2562 of 22 December 1978, as follows:

1. SECTION 3.—DEFINITIONS

Substitute the following for the definitions of "Region A", "Region B", "Region C", "Region D", "Region E" and "Region F":

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (C.P.), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 513, Pearl Assurance, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelburg, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordinance Road, Durban, 4001;

"Region D" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460."

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

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

om die Tegnologiese Fondsooreenkoms, gepubliseer by Goewermmentskennisgewing R. 1851 van 15 September 1978, soos gewysig by Goewermmentskennisgewing R. 2562 van 22 Desember 1978, soos volg te wysig:

1. KLOUSULE 3.—OMSKRYWINGS

Vervang die omskrywings van "Streek A", "Streek B", "Streek C", "Streek D", "Streek E" en "Streek F" deur die volgende:

"Streek A" die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 513, Pearl Assurance, Heerengracht, Strandgebied, Kaapstad, 8001;

"Streek B" die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelburg, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid, (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;

"Streek C" die provinsie Natal, en ten opsigte van hierdie bepaalde gebied is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 10799, Marine Parade, 4056, of Metal Industries House, Ordnanceweg 15, Durban, 4001;

"Streek D" die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middellandse Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001;

"Streek F" die provinsie die Oranje-Vrystaat, met uitsondering van die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460."

2. Add the following section after section 4:

"5. 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, 2000.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which 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."

Signed at Johannesburg for and on behalf of the parties this 22nd day of August 1979.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

No. R. 2355

26 October 1979

INDUSTRIAL CONCILIATION ACT, 1956

IRON, STEEL, ENGINEERING AND METALLURGICAL INDUSTRIES.—AMENDMENT OF EDUCATION AND TRAINING FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Iron, Steel, Engineering and Metallurgical Industries, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 26 October 1980, upon the employers' organisations and the trade unions which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or unions;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 26 October 1980, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industries in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 26 October 1980, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all persons who are not employees and who are employed in the said Industries by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of such persons in their employ.

S. P. BOTHA, Minister of Manpower Utilisation.

2. Voeg die volgende klousule in na klousule 4:

"5. VRYSTELLINGS

(1) Die Raad of Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoeke om vrystelling moet by die Sekretaris van die Raad, Posbus 9381, Johannesburg, 2000, gedoen word.

(3) Die Raad of Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes waarop vrystelling geldig sal wees, vasstel, en kan, as hy dit dienstig ag, nadat die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie."

Namens die partye op hede die 22ste dag van Augustus 1979 in Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

No. R. 2355

26 Oktober 1979

WET OP NYWERHEIDSVERSOENING, 1956

YSTER-, STAAL-, INGENIEURS- EN METALLURGIESE NYWERHEID. — WYSIGING VAN OPVOEDKUNDIGE EN OPLEIDINGSFONDSOORENKOMS

Ek, Stephanus Petrus Botha, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 Oktober 1980 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 Oktober 1980 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 Nywerhede in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 Oktober 1980 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerhede by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA, Minister van Mannekragbenutting.

SCHEDULE

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

METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into between the—

Association of Electric Cable Manufacturers of South Africa

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association

Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronic and Telecommunications Industries Association
Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Gate and Fence Manufacturers' Association of the Transvaal

Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastic Manufacturers' Association of South Africa
Port Elizabeth Engineers' Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa

Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Burglar Alarm Systems Association
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

Transvaal and Orange Free State Foundry Association

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

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society

S.A. Electrical Workers' Association
S.A. Engine Drivers', Fireman's and Operators' Association
S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

to amend the Education and Training Fund Agreement published under Government Notice R. 2000 of 24 October 1975 as amended by Government Notice R. 1321 of 15 July 1977, as follows:

BYLAE

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

OPVOEDKUNDIGE EN OPLEIDINGSFONDS VIR DIE METAAL- EN INGENIEURSNYWERHEID

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die—

Association of Electric Cable Manufacturers of South Africa

Automotive Parts Production Engineers' Association
Cape Engineers' and Founders' Association
Constructional Engineering Association
East London Engineers' and Founders' Employers' Association

Edge Hand and Small Tool Manufacturers' Association
Electrical Engineering and Allied Industries Association
Electronics and Telecommunications Industries Association

Engineers' and Founders' Association (Transvaal, Orange Free State and Northern Cape)

Gate and Fence Manufacturers' Association of the Transvaal;

Heavy Engineering Manufacturers' Association
Iron and Steel Producers' Association of South Africa
Lift Engineering Association of South Africa
Light Engineering Industries Association of South Africa
Materials Handling and Construction Plant Association of South Africa

Natal Engineering Industries Association
Non-Ferrous Metal Industries Association of South Africa
Plastics Manufacturers' Association of South Africa
Port Elizabeth Engineering Association
Precision Manufacturing Engineers' Association
Radio, Appliance and Television Association of South Africa

Sheetmetal Industries Association of South Africa
S.A. Agricultural and Irrigation Machinery Manufacturers' Association

S.A. Burglar Alarm Systems Association
S.A. Electro Plating Industries Association
S.A. Fasteners Manufacturers' Association
S.A. Industrial Refrigeration and Air Conditioning Contractors' Association

S.A. Machine Tool Manufacturers' Association
S.A. Production Founders' Association
S.A. Radio Manufacturers' Association
S.A. Reinforced Concrete Engineers' Association
S.A. Association of Shipbuilders and Repairers
S.A. Tube Makers' Association
S.A. Wire and Wire Rope Manufacturers' Association
S.A. Wrought Non-Ferrous Metal Manufacturers' Association

Transvaal and Orange Free State Foundry Association,

(hierna die "werkgewers" of the "werkgewersorganisasies" genoem), aan die een kant, en die

Amalgamated Engineering Union of South Africa
Amalgamated Society of Woodworkers of South Africa
Electrical and Allied Trades Union of South Africa
Engineering Industrial Workers' Union of South Africa
Iron Moulders' Society of South Africa
Radio, Television, Electronic and Allied Workers' Union
S.A. Boilermakers', Iron and Steel Workers', Shipbuilders' and Welders' Society;

S.A. Electrical Workers' Association
S.A. Engine Drivers', Firemen's and Operators' Association

S.A. Yster-, Staal- en Verwante Nywerhede-Unie

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

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

om die Opvoedkundige en Opleidingsfondsooreenkoms, gepubliseer by Goewermentskennisgewing R. 2000 van 24 Oktober 1975, soos gewysig by Goewermentskennisgewing R. 1321 van 15 Julie 1977, soos volg te wysig:

1. SECTION 3.—DEFINITIONS

Substitute the following for the definitions of "Region A", "Region B", "Region C", "Region D", "Region E" and "Region F":

"Region A" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Fraserburg, George, Goodwood, Heidelberg (C.P.), Hermanus, Hopefield, Knysna, Kuils River, Ladismith (C.P.), Laingsburg, Malmesbury, Montagu, Mossel Bay, Namaqualand, Paarl, Piketberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West, Stellenbosch, Strand, Sutherland, Swellendam, The Cape, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Cape Regional Council), P.O. Box 6096, Roggebaai, 8012, or Room 513, Pearl Assurance, Heerengracht, Foreshore, Cape Town, 8001;

"Region B" means the Magisterial District of Albert, Aliwal North, Barkly East, Cathcart, East London, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria East and Wodehouse, and for the purposes of these particular areas, the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Border Regional Council), P.O. Box 7227, East London, 5200, or Carmel House, 7-9 Gladstone Street, East London, 5201;

"Region C" means the Province of Natal, and for the purposes of this particular area the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Natal Regional Council), P.O. Box 10799, Marine Parade, 4056, or Metal Industries House, 15 Ordnance Road, Durban, 4001;

"Region D" means the Magisterial District of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (C.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (C.P.), Somerset East, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad and Willowmore, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Midlands Regional Council), P.O. Box 3127, Port Elizabeth, 6000, or Third Floor, Todd Chambers, Todd Street, North End, Port Elizabeth, 6001;

"Region E" means the Province of the Transvaal, excluding the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad and includes the Magisterial Districts of Parys and Sasolburg, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Transvaal Regional Council), P.O. Box 3998, Johannesburg, 2000, or 'Amaleng', 8 De Villiers Street, Johannesburg, 2001;

"Region F" means the Province of the Orange Free State, excluding the Magisterial Districts of Parys and Sasolburg, and includes the Magisterial Districts of Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp and Wolmaransstad, in the Province of the Transvaal, and the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg and Warrenton, in the Cape Province, and for the purposes of these particular areas the address of the Regional Council shall be: The National Industrial Council for the Iron, Steel, Engineering and Metallurgical Industry (Orange Free State and Northern Cape Regional Council), P.O. Box 95, Welkom, 9460, or Suite 1, First Floor, Constantia House, 22 Bok Street, Welkom, 9460."

2. SECTION 4.—METAL AND ENGINEERING INDUSTRIES EDUCATION AND TRAINING FUND

Substitute the following for section 4 (1) and (2):

"(1) The Council having been advised of the establishment of the Metal and Engineering Industries Education and Training Fund hereby authorises for the purpose of implementing the objects set forth in the Constitution of the Fund the collection of levies in accordance with the procedure detailed hereunder.

1. KLOUSULE 3.—WOORDOMSKRYWINGS

Vervang die omskrywings van "Streek A", "Streek B", "Streek C", "Streek D", "Streek E" en "Streek F" deur die volgende:

"Streek A" die landdrostdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, Carnarvon, Clanwilliam, Ceres, Die Kaap, Fraserburg, George, Goodwood, Heidelberg (K.P.), Hermanus, Hopefield, Knysna, Kuilsrivier, Ladismith (K.P.), Laingsburg, Malmesbury, Montagu, Mosselbaai, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes, Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Kaapse Streekraad), Posbus 6096, Roggebaai, 8012, of Kamer 513, Pearl Assurance, Heerengracht, Strandgebied, Kaapstad, 8001;

"Streek B" die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Oos-Londen, Elliot, Fort Beaufort, Indwe, Keiskammahoek, King William's Town, Komga, Lady Grey, Maclear, Middelbush, Molteno, Peddie, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka, Victoria-Oos en Wodehouse en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Grensstreekraad), Posbus 7227, Oos-Londen, 5200, of Carmelhuis, Gladstonestraat 7-9, Oos-Londen, 5201;

"Streek C" die provinsie Natal, en ten opsigte van hierdie bepaalde gebied is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Natale Streekraad), Posbus 10799, Marine Parade, 4056, of Metal Industries House, Ordnanceweg 15, Durban, 4001;

"Streek D" die landdrostdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Colesberg, Cradock, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Middelburg (K.P.), Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (K.P.), Somerset-Oos, Steytlerville, Steynsburg, Uniondale, Uitenhage, Venterstad en Willowmore, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Middelands Streekraad), Posbus 3127, Port Elizabeth, 6000, of Derde Verdieping, Todd Chambers, Toddstraat, Noordeinde, Port Elizabeth, 6001;

"Streek E" die provinsie Transvaal, uitgesonderd die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, dog met inbegrip van die landdrostdistrikte Parys en Sasolburg, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Transvaalse Streekraad), Posbus 3998, Johannesburg, 2000, of 'Amaleng', Devilliersstraat 8, Johannesburg, 2001;

"Streek F" die provinsie die Oranje-Vrystaat, met uitsondering van die landdrostdistrikte Parys en Sasolburg, en omvat dit die landdrostdistrikte Bloemhof, Christiana, Coligny, Delareyville, Klerksdorp, Lichtenburg, Potchefstroom, Schweizer-Reneke, Ventersdorp en Wolmaransstad, in die provinsie Transvaal, en die landdrostdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Postmasburg, Philipstown, Prieska, Vryburg en Warrenton, in die Kaapprovinsie, en ten opsigte van hierdie bepaalde gebiede is die Streekraad se adres: Die Nasionale Nywerheidsraad vir die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid (Oranje-Vrystaatse en Noord-Kaaplandse Streekraad), Posbus 95, Welkom, 9460, of Suite 1, Eerste Verdieping, Constantiahuis, Bokstraat 22, Welkom, 9460."

2. KLOUSULE 4.—OPVOEDKUNDIGE EN OPLEIDINGSFONDS VIR DIE METAAL- EN INGENIEURSNYWERHEID

Vervang klousule 4 (1) en (2) deur die volgende:

"(1) Aangesien die Raad in kennis gestel is van die stigting van die Opvoedkundige en Opleidingsfonds vir die Metaal- en Ingenieursnywerheid, magtig hy hierby die inwerking van bydraes ooreenkomstig die prosedure wat hieronder beskryf word, ten einde die doelstellings te verwesenlik wat in die konstitusie van die Fonds genoem word.

(2) (a) As from the date of the coming into force of this Agreement, each employer shall, in respect of each employee referred to in paragraph (c) hereunder, pay to the Fund a monthly levy.

(b) The total amount of the levy payable each month shall be calculated on the basis of R7,80 multiplied by the number of employees, mentioned in paragraph (c), on the employer's payroll and/or hired out by him on the last Friday of the calendar month to which payment of the levy refers.

(c) For the purpose of the above, 'employee', shall mean any person, other than an apprentice, employed on work specified at Rate A in the Main Agreement or employed by an employer falling within the Iron, Steel, Engineering and Metallurgical Industries as defined in section 3 of this Agreement—

(i) on trades hereinafter specified which are designated trades in the Industry and area of jurisdiction of the National Apprenticeship Committee for the Metal Industry, or on trades which become designated in the Industry and area of jurisdiction of the National Apprenticeship Committee for the Metal Industry, from the date of designation of such trade, other than the trade of Electrical Wireman in the Province of Natal:

Architectural Metalworker;
Armature Winder;
Automotive Machinist and Fitter;
Blacksmith;
Boatbuilder and Shipwright (Wood);
Bricklayer (Refractory);
Carpenter;
Coppersmith;
Diesel Fitter;
Die Sinker and Engraver;
Domestic Appliances Mechanic;
Domestic Radio Serviceman;
Electrician;
Electrician (Engineering);
Electronics Mechanician;
Electroplater;
Fitter;
Fitter and Turner;
Instrument Mechanician (Industrial Instrumentation and Process Control);
Lift Mechanician;
Millwright (Electro-mechanician);
Motor Mechanician;
Moulder;
Pattern Maker;
Plater;
Plater/Boilermaker;
Plumber;
Radio Communications Serviceman;
Radio and Television Mechanician;
Refrigeration Mechanician (Commercial);
Rigger;
Roll Tool and Template Maker;
Roll Turner;
Scale Fitter;
Sheetmetal worker;
Telecommunication Electrician;
Telecommunication Mechanician;
Tool, Jig and Die Maker;
Tractor Mechanician;
Turner;
Vehicle Body Builder (Composite);
Vehicle Body Builder (Metal);
Welder;

(ii) on trades hereinafter specified which were designated trades in the Industry and area of jurisdiction of the National Apprenticeship Committee for the Metal Industry prior to 17 December 1976:

Die Making;
Electronic Musical Equipment Serviceman;
Fitting (including Machining);
Telephone Communications Electrician;
Tool and Jig Making;
Turning (including Machining).

(d) "Main Agreement" means the Agreement published under Government Notice R. 479 of 29 March 1974, and includes any succeeding Agreement and/or amendments thereof.

(2) (a) Vanaf die datum van inwerkingtreding van hierdie Ooreenkoms moet elke werkgever ten opsigte van elkeen van sy werknemers vermeld in paragraaf (c) hieronder, 'n maandelikse heffing aan die Fonds betaal.

(b) Die totale bedrag van die heffing wat elke maand betaalbaar is, moet bereken word op die grondslag van R7,80 vermenigvuldig met die getal werknemers, genoem in paragraaf (c), op die werkgever se betaalstaat en/of deur hom uitverhuur op die laaste Vrydag van die kalendermaand waarop die heffing betrekking het.

(c) Vir die toepassing van bogenoemde beteken 'werknemer' enigiemand, uitgesonderd 'n vakleerling, in diens vir werk gespesifiseer teen Loon A in die Hoof-ooreenkoms of in diens by 'n werkgever wat ressorteer onder die Yster-, Staal-, Ingenieurs- en Metallurgiese Nywerheid soos omskryf in klousule 3 van hierdie Ooreenkoms—

(i) in een van die ambagte hieronder gespesifiseer wat 'n aangewese ambag is in die Nywerheid en regsgebied van die Nasionale Vakleerlingskapkomitee vir die Metaal-nywerheid of in 'n ambag wat 'n aangewese ambag word in die Nywerheid en regsgebied van die Nasionale Vakleerlingskapkomitee vir die Metaalnywerheid, vanaf die datum waarop so 'n ambag 'n aangewese ambag word, uitgesonderd die ambag Elektrotegniese Draadwerker in die provinsie Natal:

Argitektoniese Metaalwerker;
Ankerwikkelaar;
Motorvoertuigmasjineerder en -passer;
Grofsmid;
Boot en Skeepsbouer (Hout);
Messelaar (vuurvaste stene);
Timmerman;
Kopersmid;
Dicselpasser;
Stempelsnyer en Graveerder;
Huisoestelwerktuigkundige;
Huisradiotrsiën;
Elektrisiën;
Elektrisiën (Ingenieurswerk);
Elektronika-meganikus;
Elektroplateerder;
Passer;
Passer en Draaier;
Instrumentmeganikus (Industriële Instrumentasie en Prosesbeheer);
Hyserwerktuigkundige;
Meulmaker (Elektromeganikus);
Motorwerktuigkundige;
Vormgieter;
Modelmaker;
Plaatwerker;
Plaatwerker/Ketelmaker;
Loodgieter;
Radiokommunikasiediensman;
Radio- en Televisiemeganikus;
Verkoelingswerktuigkundige (Kommersieël);
Takelaar;
Walsgereedskap- en -patroonmaker;
Walsdraaier;
Skaalpasser;
Plaatmetaalwerker;
Telekommunikasie-elektrisiën;
Telekommunikasiemeganikus;
Gereedskap-, Setmaat- en Stempelmaker;
Trekkerwerktuigkundige;
Draaier;
Voertuigbakbouer (Saamgesteld);
Voertuigbakbouer (Metaal);
Sweiser;

(ii) in een van die ambagte hieronder gespesifiseer wat voor 17 Desember 1976 aangewese ambagte was in die Nywerheid en regsgebied van die Nasionale Vakleerlingskapkomitee vir die Metaalnywerheid:

Stempelvevaardiging;
Diensman: Elektroniese Musiekuitrusting;
Paswerk (met inbegrip van Masjienwerk);
Telefoonkommunikasie-elektrisiën;
Gereedskap- en setmaatvervaardiging;
Draaiwerk (met inbegrip van Masjienwerk).

(d) "Hofooreenkoms" beteken die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 479 van 29 Maart 1974 en omvat enige latere Ooreenkoms en/of wysigings daarvan."

3. Add the following section after section 4:

"5. 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, 2000.

(3) The Council or Executive Committee, as the case may be, shall fix the conditions subject to which 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."

Signed at Johannesburg for and on behalf of the parties this 22nd day of August 1979.

B. NICHOLSON, Chairman.

W. E. KIRKWOOD, Vice-Chairman.

A. O. DE JAGER, General Secretary.

3. Voeg die volgende klousule by na klousule 4:

"5. VRYSTELLINGS

(1) Die Raad of Uitvoerende Komitee kan vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoeke om vrystelling moet by die Sekretaris van die Raad, Posbus 9381, Johannesburg, 2000, gedoen word.

(3) Die Raad of Uitvoerende Komitee, na gelang van die geval, moet die voorwaardes waarop vrystelling geldig sal wees, vasstel en kan, as hy dit dienstig ag, nadat die betrokke persoon een week skriftelik kennis gegee is, 'n vrystellingsertifikaat intrek, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie."

Namens die partye op hede die 22ste dag van Augustus 1979 in Johannesburg onderteken.

B. NICHOLSON, Voorsitter.

W. E. KIRKWOOD, Ondervoorsitter.

A. O. DE JAGER, Hoofsekretaris.

*Technical Dictionaries**Vakwoordeboeke*

Compiled by the TERMINOLOGY BUREAU, Department of National Education and obtainable from the GOVERNMENT PRINTER, Pretoria and Cape Town. Add 4% Sales Tax on all inland prices.

Saamgestel deur die VAKTAALBURO, Departement van Nasionale Opvoeding en verkrygbaar by die STAATSDRUKKER, Pretoria en Kaapstad. Voeg 4% Koopbelasting by alle binnelandse pryse.

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