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30 MEI 1967.

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GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 783.] [30 May 1967.
INDUSTRIAL CONCILIATION ACT, 1956.

MOTOR INDUSTRY.

MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry shall be binding as from the 1st June, 1967, and for the period ending the 31st May, 1969, upon the employers' organisations and the trade unions which entered into the said 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 said Agreement, excluding those contained in clauses 1, 2 (1), 5 (5) (g), 7, 12, 13 and 40 of Chapter I, clause 3 (5) (g) of Chapter II, clauses 1 (1) (b), 4 (5) (g), 5 and 6 of Chapter III and clause 1 (1) (b) of Chapter IV, shall be binding as from the 1st June, 1967, and for the period ending the 31st May, 1969, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Republic of South Africa, excluding that portion of the Magisterial District of Somerset West occupied by Cape Explosives Works, Limited; and
- (c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding that portion of the Magisterial District of Somerset West occupied by Cape Explosives Works, Limited, and from the 1st June, 1967, and for the period ending the 31st May, 1969, the provisions of the said Agreement, excluding those contained in clauses 1, 2 (1), 5 (5) (g), 7, 12, 13, 35 and 40 of Chapter I, clause 3 (5) (g) of Chapter II, clauses 1 (1) (b), 4 (5) (g), 5 and 6 of Chapter III and clause 1 (1) (b) of Chapter IV, shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,
Minister of Labour.

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 783.] [30 Mei 1967.
WET OP NYWERHEIDSVERSOENING, 1956.

MOTORNYWERHEID.

HOOFOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf 1 Junie 1967 en vir die tydperk wat op 31 Mei 1969 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1), 5 (5) (g), 7, 12, 13 en 40 van Hoofstuk I, klousule 3 (5) (g) van Hoofstuk II, klousules 1 (1) (b), 4 (5) (g), 5 en 6 van Hoofstuk III en klousule 1 (1) (b) van Hoofstuk IV, vanaf 1 Junie 1967 en vir die tydperk wat op 31 Mei 1969 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd daardie gedeelte van die landdrostdistrik Somerset-Wes wat deur Cape Explosives Works, Limited, goedgekeur word; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1, 2 (1), 5 (5) (g), 7, 12, 13, 35 en 40 van Hoofstuk I, klousule 3 (5) (g) van Hoofstuk II, klousules 1 (1) (b), 4 (5) (g), 5 en 6 van Hoofstuk III en klousule 1 (1) (b) van Hoofstuk IV, vanaf 1 Junie 1967 en vir die tydperk wat op 31 Mei 1969 eindig, in die Republiek van Suid-Afrika, uitgesonderd daardie gedeelte van die landdrostdistrik Somerset-Wes wat deur Cape Explosives Works, Limited, geokkupeer word, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigenen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

MAIN AGREEMENT

made and entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, between The South African Motor Industry Employers' Association, and The South African Vehicle Builders' and Repairers' Association (hereinafter referred to as the "employers" or the "employers' organisations") of the one part, and

The Motor Industry Employees' Union of South Africa, The Motor Industry Staff Association, and The Motor Industry Coloured Workers' Union (hereinafter referred to as the "employees" or the trade unions") of the other part, being Parties to the National Industrial Council for the Motor Industry.

CHAPTER I.

CLAUSE 1.—DATE OF COMMENCEMENT AND PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on the 1st June, 1967, or such other date as may be fixed by the Minister of Labour in terms of section 48 of the Act, and shall remain in force for two years from that date, or for such period as may be determined by the Minister.

CLAUSE 2.—SCOPE OF APPLICATION.

(1) Subject to the provisions of sub-clause (3) hereof, the terms of this Agreement shall be observed throughout the Republic of South Africa (excluding the area occupied by the Cape Explosives Works, Ltd., Somerset West) by the employers and the employees in the Motor Industry who are members of the employers' organisations and the trade unions.

(2) Notwithstanding the provisions of sub-clause (1), the provisions of this Agreement shall apply to—

- (a) apprentices only in so far as they are not inconsistent with the provisions of, or any conditions fixed under the Apprenticeship Act (Act No. 37 of 1944); and
- (b) trainees undergoing training under the Training of Artisans Act (Act No. 38 of 1951), only in so far as they are not inconsistent with the provisions of, or any conditions fixed under that Act.

(3) Employees other than Workshop employees whose annual earnings exceed R3,000 in Areas A or R2,500 in other Areas, shall not be regarded as employees for the purposes of this Agreement. For the purpose of this sub-clause annual earnings shall not include commission on sales.

CLAUSE 3.—DEFINITIONS.

NOTE.—The number shown in brackets at the end of each definition contained in this clause, represents the number of the Afrikaans version of the definition.)

(1) "Accessory shop" means any establishment or portion of an establishment wherein, whereon, or wherefrom is sold or offered for sale by wholesale or retail, any spare or replacement parts or accessories for the repair of or addition to any motor vehicle. (8)

(2) "Act" means the Industrial Conciliation Act, 1956 (Act No. 28 of 1956), as amended. (82)

(3) "Apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act (Act No. 37 of 1944), and includes a minor employed on probation in terms of that Act. (71)

(4) "Area A (BR)" means the Magisterial District of East London. (11)

(5) "Area B (BR)" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middledrift, Moltano, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Nqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala). (19)

(6) "Area A (EP)" means the municipal areas of Despatch, Grahamstown, Port Elizabeth, Uitenhage and Walmer. (12)

(7) "Area B (EP)" means the Magisterial Districts of Aberdeen, Adelaide, Albany (excluding the municipal area of Grahamstown), Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Kirkwood, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth

BYLAE.

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID.

OOREENKOMS

aangegaan ingevolge die bepalings van die Wet op Nywerheids- versoening, 1956, soos gewysig, deur en tussen die

South African Motor Industry Employers' Association, en die

South African Vehicle Builders' and Repairers' Association (hieronder die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Motor Industry Employees' Union of South Africa, die

Motor Industry Staff Association, en die

Motor Industry Coloured Workers' Union

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

wat die partye is by die Nasionale Nywerheidsraad vir die Motor- nywerheid.

HOOFSTUK I.

KLOUSULE 1.—DATUM VAN INWERKINGTREDEDING EN GELDIGHEIDS- DUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 1 Junie 1967 of op die datum wat die Minister van Arbeid kragtens artikel 48 van die Wet mag vasstel en bly van krag vir 2 jaar vanaf daardie datum of vir 'n tydperk wat die Minister mag bepaal.

KLOUSULE 2.—TOEPASSINGSBESTEK.

(1) Behoudens die bepalings van subklausule (3) hiervan, moet die bepalings van hierdie Ooreenkoms dwarsdeur die Republiek van Suid-Afrika (uitgesonderd die gebied geokkupeer deur die Cape Explosives Works, Limited, Somerset-Wes) nagekom word deur die werkgewers en die werknemers in die Motornywerheid wat lede van die werkgewersorganisasies en die vakverenigings is.

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

- (a) vakleerlinge slegs vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944 (Wet No. 37 van 1944), of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie; en
- (b) kwekelinge wat ooreenkomstig die Wet op Opleiding van Ambagsmanne (Wet No. 38 van 1951) opgelei word, slegs vir sover dit nie met die bepalings van daardie Wet of met voorwaardes wat daarkragtens gestel is, onbestaanbaar is nie.

(3) Vir die toepassing van hierdie Ooreenkoms word werknemers, uitgesonderd werkwinkelwerknemers, wie se jaarlikse verdienste meer as R3,000 in A-gebiede of R2,500 in ander gebiede bedra, nie geag werknemers te wees nie. Vir die toepassing van hierdie subklausule, sluit jaarlikse verdienste nie kommissie op verkope in nie.

KLOUSULE 3.—WOORDOMSKEYWING.

(OPMERKING.—Die nommer wat tussen hakies aan die einde van elke woordomskeywing in hierdie klausule voorkom, is die nommer van die Engelse teks van die betrokke woordomskeywing.)

(1) "Arbeider" beteken—

- (a) ten opsigte van 'n vul- en/of diensstasie en die parkeer- bedryf, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

Met die parkering van motorvoertuie behulpsaam is en ook parkeerkaartjies uitreik; kyk of daar olie uitlek, maar slegs gedurende die olie- en smeerproses;

kontant invorder;

oliestate opstel vir voertuie wat gesmeer moet word;

batterye in verband met die laai daarvan konnekteer en diskonnekteer; oliebakke leegmaak; voertuie afstof; vul- werk; batterye in verband met die laai daarvan, bottels of ander houers vir voorrade, ewenaars, brandstoftanks, ratkaste, hoofsilinders, oliebakke, verkoelers en stuur- kaste; klein merkies waar verf op voertuigbakke afge- spring het en skrape daaraan toesmeer met 'n kwas en klaar aangemaakte verf;

aanblaas, verwyderings- en/of vervangingswerk; batterye, ghriesnippels, buitebande, binnebande, vellings, wiele;

geld hanteer; buitebande en binnebande oppomp; motor- voertuie met 'n domekrag of hystoestel laat sak en/of oplig; olievoorraadregisters hou by smeerhystoestelle; tee of dergelike drank berei en opdien;

(excluding the municipal areas of Port Elizabeth and Walmer), Richmond (Cape), Steynsburg, Steytleville, Somerset East, Uitenhage (excluding the municipal areas of Despatch and Uitenhage), Uniondale, Venterstad, Willowmore, Calitzdorp and Joubertina. (20)

(8) "Area A (NC)" means the municipal area of Kimberley. (13)

(9) "Area B (NC)" means the municipal areas of De Aar, Kuruman, Mafeking, Prieska, Upington and Vryburg. (21)

(10) "Area C (NC)" means the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonias, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg and Warrenton (but excluding those municipal areas included in "Area A (NC)" and "Area B (NC)". (25)

(11) "Area A (NL)" means the Magisterial Districts of Durban, Pietermaritzburg, and Pinetown. (14)

(12) "Area B (NL)" means the Magisterial Districts of Inanda, Camperdown, Richmond (Natal), Lions River, Estcourt, Klip River, Dundee, Newcastle, Vryheid, Lower Tugela, Glencoe and Dannhauser. (22)

(13) "Area C (NL)" means the Districts in the Province of Natal not referred to in "Area A (NL)" and "Area B (NL)", and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu. (26)

(14) "Area A (OFS)" means the Magisterial District of Bloemfontein, the Village Management Board Area of Sasolburg and the municipal area of Welkom. (15)

(15) "Area B (OFS)" means the municipal areas of Bethlehem, Harrismith, Kroonstad, Odendaalsrus and Parys. (16)

(16) "Area C (OFS)" means the Province of the Orange Free State, excluding those Districts and areas referred to in "Area A (OFS)" and "Area B (OFS)". (28)

(17) "Area A (TVL)" means the Magisterial Districts of Oberholzer and Randfontein, and the municipal areas of Alberton, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Lyttelton, Nigel, Pretoria, Pretoria North, Randburg, Roodepoort-Maraiburg, Springs, Vanderbijlpark and Vereeniging and the areas of jurisdiction of the Local Area Committees for Northern Johannesburg, North-Eastern Johannesburg, Western Johannesburg, Halfway-House and established in terms of the Peri-Urban Health Board Ordinance of 1943 (Transvaal) and the areas occupied by Clayville Township Extension No. 3 in the Magisterial District of Pretoria. (17)

(18) "Area B (TVL)" means the Municipal areas of Klerksdorp, Pietersburg, Potchefstroom and Witbank. (23)

(19) "Area C (TVL)" means the Province of the Transvaal excluding those Districts and Areas referred to in "Area A (TVL)" and "Area B (TVL)". (27)

(20) "Area A (WP)" means the Magisterial Districts of Bellville, the Cape, Malmesbury, Paarl, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works Limited, Somerset West), Stellenbosch, Strand, Wellington, Worcester and Wynberg. (18)

(21) "Area B (WP)" means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (Cape), Hermanus, Montagu, Piquetberg, Riversdale, Robertson, Swellendam and Victoria West. (24)

(22) "Area C (WP)" means the Magisterial Districts of Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Vredenburg, Vredendal and Williston. (29)

(23) "B/A Journeyman" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who in an establishment in whose workshop at least two journeymen are actively engaged, under the supervision of one such journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of "Motor Industry" in this Agreement. (23)

NOTE.—The employment of B/A Journeymen is subject to the provisions of clause 28 (1) (d) of this Agreement.

(24) "Battery mechanic" means an employee employed in a battery repairing, servicing and/or reconditioning establishment and who mainly or exclusively diagnosis battery faults and/or repairs, dismantles, replates, reassembles and/or reinsulates batteries. (4)

(25) "Battery repairing, servicing and/or reconditioning establishment" means any establishment or portion thereof, other than a battery manufacturing establishment, which is engaged in the diagnosing of battery faults, recharging and repairing of storage batteries, and reassembling of storage batteries and/or their component parts. (6)

motorvoertuie of dele daarvan olie en smeer; batteryrakke, vellings, buitbande en wiele verf; motorvoertuie poleer; lekke herstel, met inbegrip van die aanbring en insit van kleppe vir buite- of binnebande; olie en petrol verkoop; bonte en tapboute aan ewenaar, oliebak en oorbringstelsel vasdraai wanneer nodig, maar slegs gedurende die olie- en smeerproses;

(b) ten opsigte van alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die werksaamhede wat in paragraaf (a) van hierdie woordoms krywing gemeld word en/of een of meer van die volgende werksaamhede verrig:—

Skriftelike bestellings aanneem by die aflewering van goedere buite die werkgewer se perseel; gedrukte of reeds geadresseerde etikette op bottels, kaste, bale of ander pakke aanbring; kleefstof, bandsmeersel, verdoffingsmateriaal of korrosiewerende lae (uitgesonderd grondlae, vlakmaker, en afwerklake), stopverf, digtingsmengsels vir stofdigtingsdoeleindes en/of waterdigtingsdoeleindes aanbring; trapfiets met hulpmotore en motorfiets met hulptrappe inmeekaarsit en/of herstel; goedere ooreenkomstig opdrag en/of verpakkingstroke bymeekaarmaak, verpak en weeg; hulp op afleweringsswaens verleen; ketels oppas; goedere dra; buitbande sementeer; identifikasiemerke op goedere nagaan en/of aanteken; onderdele deur werkgewer bestel, gaan afhaal; skoonmaak met die hand, 'n borsel of 'n masjien of deur middel van skoonbytwerk of ghriesverwydering; bale, kaste of ander pakke oop- of toemaak; mengwerk verrig in verband met die verf van motorvoertuie; goedere, briewe of boodskappe te voet, per fiets, driewieler of handvoertuig vervoer; rantsone kook; resultate tel en aanteken; buitbande sny; vormbinnebande en/of deelsakke aanbring in of verwyder uit vorms; grond vir fondamente, riole en vore uitgraaf en/of verwyder; rommelmotorvoertuie uitmeekaar haal, maar nie die enjins stroop nie; houers leegmaak; batteryselle uithaal vir ondersoek; bakvulsel, soldeersel, sweiswerk en ou verf van dele wat herstel word en aangrensende dele, soldeersel of sweisel aan nuwe dele en plaatmetaal wat vir duikklopwekr gebruik is, afvyl; gedrukte standaardvorms in alfabetiese, nommer-, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer; vure in oonde aan die brand steek en stook en afval uit oonde verwyder; registrasienommerplate aanbring aan of verwyder van voertuie; posstukke frankeer; tuinwerk verrig; masjinerie, met inbegrip van draaibanke en lugasse, smeer en olie terwyl dit stilstaan; dele, materiaal en/of gereedskap vashou en dele en materiaal in posisie plaas onder die toesig van 'n werknemer in 'n hoër loongroep; onderdele en gereedskap uitreik aan en/of ontvang van werkwinkel en 'n register van sodanige gereedskap hou; materiaal uitreik wat voorheen deur 'n pakhuisman aangeteken is; geboue afwit; voertuie op- en aflaai; krate maak; pakke en/of dele merk en/of sjabloneer met 'n kwas of sproeispuut; toeplakwerk verrig; materiaal, met inbegrip van beton en dagha, met die hand meng, uitgesonderd die meng van kleure en veselglasbestanddele; goedere verskuif en/of opstapel en/of uitpak; goederehyers, briefkopieer- of dupliseermasjiene bedien; verwerk met 'n kwas en/of sproeispuut verrig aan asse, remtrommels, onderstelle en die onderkant van voertuigbakke en van sleepwaens; verwerk met 'n kwas aan die voorste en die agterste stampers, wiele van handelsvoertuie of busonderstelle verrig; growwe waterdigtingsverf aan seil en swaar verf aan die binnekant van voertuigbakke aanbring; poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie; voedsel voorberei voordat dit gekook word; metaal vooraf behandel deur middel van 'n chemiese proses in duikklopinrigtings; identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan; pik van batterye verwyder; vulsel, grondverf en stopverf afvryf; skuurpapierwerk; vorms vasskroef; batterye verseël; skaafsels in gietvorm smelt; goedere sorteer en die resultate aanteken; materiaal roer; buitbande stroop; klapperhaar en perdehaar pluus; buitbande afwerk; weegwerk verrig en die resultate aanteken; goedere toedraai; adresse van fakture of verpakkingstroke afskryf;

(c) ten opsigte van bedryfsinrigtings wat uitsluitlik by die sloping van motors betrokke is, 'n werknemer wat benewens die verrigting van een of meer van die werksaamhede genoem in paragrafe (a) en (b) van hierdie omskrywing, ook enjins mag stroop vir 'n ander doel as om dit te herstel;

(d) behoudens die bepalings van klousule 27, 'n werknemer wat, benewens die werksaamhede in paragrafe (a), (b) en (c) van hierdie omskrywing, ook voertuie mag dryf. (41).

(26) "Body shop assistant" means an employee in any panel beating establishment or body shop in whose workshop at least two journeymen of the type normally employed in this kind of establishment are actively engaged, and who mainly or exclusively—

(a) removes and/or replaces—

bodies;
body mouldings;
bonnets;
bumpers;
cabs;
coilsprings, rear, excluding swinging axle type;
detachable flywheel covers;
doors, excluding final adjustment;
door handles;
engine mud trays;
exhaust lines (excluding manifolds), where no modification is required;
floor cover and floor boards;
gravel pans;
grilles;
all glass other than wind screens and rear lights;
handrail brackets and fittings, and/or front and rear leaf springs;
inside panels;
lamps;
manual window winders;
mudguards;
panels exterior, other than where welded;
radiators;
radiator plugs;
running boards;
seats;
seat covers;
shells;
valances;
window frames;
water hoses;

(b) removes but does not replace—

brakedrums;
complete front and rear axle assemblies;
complete engines after electrical connections have been disconnected;
exterior panels where welded on;
front wheel suspensions;
gear boxes;
springs, front coil of wishbone type;
steering assemblies;

(c) fits safety belts to vehicles where anchor points exist; fits loose seat covers when no alteration to them is necessary;

(d) cuts away damaged body parts by means of impact cutter, hand or air operated, or with hacksaw, under the directions of a journeyman;

provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operations. (2)

NOTE.—The employment of body shop assistants is subject to the provisions of clause 28 (1) (a) of this Agreement.

(27) "Casual labourers and casual clerical employees"—see clauses 41 (c) and 44 (a) respectively. (42)

(28) "Char" means a woman mainly or exclusively employed in any one or more of the following duties:—

Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public. (56)

(29) "Clerical employee" means an employee who is mainly or exclusively engaged in writing and/or typing and/or any other form of clerical work, and includes storekeepers, timekeepers and telephone operators. (38)

(30) "Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Industrial Conciliation Act, 1956, as amended. (54)

(31) "Earnings" means any payment made or owing to any employee (including all allowances) which arises in any manner whatsoever out of his employment. (74)

(32) "Emergency work" means that work—

(a) connected with the recovery of broken-down vehicles or vehicles involved in accidents;

(b) necessary—

- (i) to enable a motorist en route whose vehicle has broken down, to resume his journey;
- (ii) to enable a motorist to commence a journey which, because of unforeseen circumstances cannot be delayed;
- (iii) to permit the rendering of essential services such as sanitation services, public transportation services, maintenance or repair of factory machinery and/or agricultural motor vehicles, the supply or distribution of perishable foodstuffs, travelling by medical practitioners for the performance of their work, or services of a similar nature. (48)

(2) "Bakwinkelassistent" beteken 'n werknemer in 'n duik-klopinrigting of bakwinkel met 'n werkwinkel waarin minstens twee vakmanne van die soort wat normaalweg in dié tipe inrigting in diens is, aktief werksaam is, en wat hoofsaaklik of uitsluitlik—

(a) die volgende verwyder en/of vervang of terugsit:—

Bakke;
baklyswerk;
kappe;
stampers;
kajuite;
kronkelvere, agter, uitgesonderd swewende as-tipe;
verwyderbare vliegwieldeksstukke;
deure, uitgesonderd finale passing;
deurhandvatsels;
enjinmodderpanne;
uitlaattype (uitgesonderd spruitstukke), waar geen verandering nodig is nie;
vloerbedekking en vloerplanke;
gruispanne;
roosters;
alle glas, uitgesonderd windskerms en agterligte;
handrelingklampe en toebehore, en/of voor- en agterbladvere;
binnepanele;
lampe;
vensterruitslingers;
modderskerms;
panele, buite, uitgesonderd waar hulle gesweis is;
verkoelers;
verkoelerproppe;
treeplanke;
sitplekke;
sitplekoortrekke;
doppe;
skerms;
vensterrame;
waterslange;

(b) die volgende verwyder maar nie vervang of terugsit nie:—

Remtrommels;
volledige voor- en agterassamestelle;
volledige enjins nadat elektriese verbindinge gediskonnekteer is;
buitepanele waar dit aangesweis is;
voorwielhanginrigtings;
ratkaste;
vere, voorste kronkel- of miktype;
stuursamestelle;

(c) veiligheidsgordels vassit aan voertuie waar vashegtpunte bestaan; los sitplekoortrekke aansit waar geen verandering daaraan nodig is nie;

(d) beskadigde dele van bakke verwyder deur middel van slag-saag wat met die hand of met lug werk, of met 'n ystersaag, onder aanwysing van 'n vakman;

met dien verstande dat die verrigting van enigteen van die werksaamhede wat in hierdie woordomskrifing opgenoem word, nie so uitgelê mag word dat dit die verrigting van 'n vakman se werk, wat daarby hoort of daarmee in verband staan, toelaat nie. (26)

[OPMERKING.—Die indiensneming van Bakwinkelassistent is onderworpe aan die bepalinge van klousule 28 (1) (a) van hierdie Ooreenkoms.]

(3) "B/A-vakman" beteken 'n werknemer oor die leeftyd van 22 jaar wat in staat is om te bewys dat hy minstens 3 jaar ondervinding het in 'n ambag wat vir die Motornywerheid aangewys is of, met die goedkeuring van die betrokke Streekraad, ondervinding in 'n ander ambag, en wat in 'n inrigting met 'n werkwinkel waar minstens 2 vakmane aktief werksaam is, onder die toesig van een sodanige vakman, werk in die aangewese ambag verrig waarin hy ondervinding opgedoen het, of, met die goedkeuring van die betrokke Streekraad, in 'n ander ambag in verband met die werksaamhede wat deur die woordomskrifing van "Motornywerheid" in hierdie Ooreenkoms gedek word.

[OPMERKING.—Die indiensneming van B/A-vakmanne is onderworpe aan die bepalinge van klousule 28 (1) (d) van hierdie Ooreenkoms.]

(4) "Batteryywerktuigkundige" beteken 'n werknemer wat werksaam is in 'n bedryfsinrigting waarin batterye herstel, gediens en/of vernieu word en wat hoofsaaklik of uitsluitlik batterrydefekte opspoor en/of batterrye herstel, uitmekaarhaal, van nuwe plate voorsien, weer inmeekaarsit en/of opnuut isoleer. (24)

(5) "Bedryfsinrigting" beteken 'n perseel of gedeelte daarvan waarin of waarop die Nywerheid, of 'n gedeelte daarvan, soos in hierdie Ooreenkoms omskryf, beoefen word. (33)

(6) "Bedryfsinrigting" beteken 'n perseel of gedeelte daarvan, uitgesonderd 'n batterryvervaardigingsinrigting waarin batterrydefekte opgespoor word, opgaarbatterrye herlaai en herstel word en opgaarbatterrye en/of hul onderdele weer inmeekaarsit word. (25)

(7) "Bromponiewerker" beteken 'n werknemer wat hoofsaaklik of uitsluitlik onder die toesig van 'n vakman, motor- of -motorfietswerktuigkundige bromponies inmeekaarsit en/of uitmekaarhaal, uitgesonderd die uitmekaarhaal of inmeekaarsit van enjins, elektriese toebehore, transmissiesamestelle, teleskopiese vurke, hsidrouliese skokbrekers en kontroles. (64)

[OPMERKING.—Die indiensneming van bromponiewerker is onderworpe aan die bepalinge van klousule 28 (1) (c) van hierdie Ooreenkoms.]

(33) "Establishment" means any premises or portion thereof wherein or whereon the Industry, or any part thereof, as defined in this Agreement, is carried on. (5)

(34) "Experience" means the total period or periods of employment which an employee has had either with his present, or any other employer in the particular occupation in which he is employed, provided that only periods of employment in the Motor Industry shall count for this purpose in the case of clerical employees mainly or exclusively engaged in the maintenance of stock records, costing clerks, male and female shop assistants, salesmen and saleswomen, storekeepers and male and female travellers and provided further that—

experience in relation to a typist, storekeeper, timekeeper, or telephone operator shall mean the total period or periods of employment which an employee has had as typist, storekeeper, timekeeper or telephone operator respectively.

For the purpose of this definition "costing clerk" means a clerical employee mainly or exclusively engaged in the calculation of costs of services rendered and/or goods supplied by or in connection with the Motor Industry. (49)

(35) "Filling and/or service station" means an establishment or that portion of an establishment used mainly or exclusively for the retail sale of petrol and/or oil and/or for the lubricating and/or washing and/or polishing of motor vehicles. (76)

(36) "Hourly wage" means the weekly wage prescribed in clause 25 of this Agreement or the actual weekly wage paid (whichever is the greater) divided by 46 in the case of employees other than part-time employees and by the number of ordinary hours worked in any one week in the case of part-time employees. (70)

(NOTE.—In the case of office, stores, sales and clerical employees and labourers, the "weekly wage prescribed" shall, for purposes of this definition mean the amounts reflected in Schedules B and C of clause 25.)

(37) "Journeyman" means a person who performs journeyman's work and who—

- (a) has served an apprenticeship in a designated trade in accordance with the requirements of the Apprenticeship Act or in accordance with a written contract approved by any Regional Council; or
- (b) is in possession of a grade A membership card issued by the Motor Industry Employees' Union of South Africa or the Motor Industry Coloured Workers' Union; or
- (c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951. (72)

(NOTE.—For definition of "B/A Journeyman" see definition No. 23 above.)

(38) "Journeyman's work" means work in any designated trade (in terms of the Apprenticeship Act, 1944) in connection with the activities covered by the definition of Motor Industry. (73)

(39) "Juvenile" means an employee under the age of 21 years other than "juvenile labourer". (35)

(40) "Juvenile labourer" means an employee who is less than 18 years of age, who has had not more than 18 months' experience and who mainly or exclusively performs any of the duties listed in paragraphs (a) and (b) of the definition of a labourer. (36)

[NOTE.—The employment of juvenile labourers is subject to the provisions of clause 28 (1) (b) of this Agreement.]

(41) "Labourer" means—

- (a) in relation to a filling and/or service station and the business of parking, an employee who mainly or exclusively performs any of the following duties:—
 - Attending to parking of motor vehicles including the issue of parking tickets;
 - checking for oil leaks, but only during the process of oiling and greasing;
 - collecting cash;
 - compiling oil sheets for vehicles which are to be lubricated;
 - connecting and disconnecting batteries in connection with charging operations;
 - draining oil sumps;
 - dusting vehicles;
 - filling batteries in connection with charging operations;
 - bottles or other containers for stock, differentials, fuel tanks, gear boxes, master cylinders, oil sumps, radiators and steering boxes;
 - filling in by brush with ready mixed paint small chip marks and scratches on vehicle bodies;
 - fitting, removing and/or replacing batteries, grease nipples, tyres, tubes, rims, wheels;
 - handling money;
 - inflating tyres and tubes;
 - lowering and/or raising motor vehicles by jack or hoist;
 - maintaining oil stock records at grease hoists;
 - making and serving tea or similar beverages;
 - oiling and greasing of motor vehicles or parts thereof;
 - painting battery cradles, rims, tyres and wheels;
 - polishing motor vehicles;
 - repairing punctures, including the fitting and re-seating of tyre or inner tube valves;
 - selling oil and petrol;
 - tightening bolts and studs on differential, sump and transmission when necessary, but only during the process of oiling and greasing;

(8) "Bybehorewinkel" beteken 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin, waarop of waaruit reserve- of vervangdele of bybehore vir die herstel van of vir byvoeging tot 'n motorvoertuig deur middel van die groothandel of die kleinhandel verkoop of vir verkoop aangebied word. (1)

(9) "Deelytse werknemer" beteken 'n klerklike werknemer wat vir hoogstens 5 uur altesaam op 'n bepaalde dag by dieselfde werkgever in diens is. (49)

(10) "Diensverkoper" beteken 'n vakman wat hoofsaaklik of uitsluitlik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak en stel of herstel en wat daarbenewens bestellings mag neem vir die herstel en vir die verkoop en/of lewering van sodanige implemente, masjinerie, uitrusting of toestelle of bybehore of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle, en wat sodanige nuwe of herstellde goedere mag aflewer en geld mag invorder; en dit omvat ook persone wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms as diensverkopers soos omskryf in die Ooreenkoms gepubliseer by Goewermementskennisgewing No. 323 van 24 Februarie 1956 (soos gewysig), indiens geneem is maar wat nie aan die omskrywing van "vakman" soos in hierdie Ooreenkoms vervat, voldoen nie. (65)

(11) "Gebied A (BR)" beteken die landdrosdistrik Oos-Londen. (4)

(12) "Gebied A (EP)" beteken die munisipale gebiede van Despatch, Grahamstad, Port Elizabeth, Uitenhage en Walmer. (6)

(13) "Gebied A (NC)" beteken die munisipale gebied van Kimberley. (8)

(14) "Gebied A (NL)" beteken die landdrosdistrikte Durban, Pietermaritzburg en Pinetown. (11)

(15) "Gebied A (OFS)" beteken die landdrosdistrik Bloemfontein, die dorpsbestuursraadgebied van Sasolburg en die munisipale gebied van Welkom. (14)

(16) "Gebied B (OFS)" beteken die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Odendaalsrus en Parys. (15)

(17) "Gebied A (TVL)" beteken die landdrosdistrikte Oberholzer en Randfontein en die munisipale gebiede van Alberton, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Krugersdorp, Lyttelton, Nigel, Pretoria, Pretoria-Noord, Randburg, Roodepoort-Maraiburg, Springs, Vanderbijlpark en Vereniging en die regeerdistrikte van die plaaslike gebiedskomitees vir Noordelike Johannesburg, Noordoostelike Johannesburg, Westelike Johannesburg, Halfway House wat ooreenkomstig die bepaling van die Ordonnansie tot Instelling van 'n Gesondheidsraad vir Buitelandse Gebiede van 1943 (Transvaal) gestig is en die gebied wat geokkupeer word deur Clayville-dorpsgebieduitbreiding No. 3 in die landdrosdistrik Pretoria. (17)

(18) "Gebied A (WP)" beteken die landdrosdistrikte Bellville, die Kaap, Malmesbury, Paarl, Simonstad, Somerset-Wes (uitgesonderd die gebied wat deur die Cape Explosives Works, Ltd., Somerset-Wes, geokkupeer word), Stellenbosch, Strand, Wellington, Worcester en Wynberg. (20)

(19) "Gebied B (BR)" beteken die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middelburg, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsomo, Tsolo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala). (5)

(20) "Gebied B (EP)" beteken die landdrosdistrikte Aberdeen, Adelaide, Albany (uitgesonderd die munisipale gebied van Grahamstad), Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Kirkwood, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Noupport, Oudtshoorn, Pearston, Port Elizabeth (uitgesonderd die munisipale gebiede van Port Elizabeth en Walmer), Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage (uitgesonderd die munisipale gebiede van Despatch en Uitenhage), Uniondale, Venterstad, Willowmore, Calitzdorp en Joubertina. (7)

(21) "Gebied B (NC)" beteken die munisipale gebiede van De Aar, Kuruman, Mafeking, Prieska, Upington en Vryburg. (9)

(22) "Gebied B (NL)" beteken die landdrosdistrikte Inanda, Camperdown, Richmond (Natal), Lions River, Estcourt, Kliprivier, Dundee, Newcastle, Vryheid, Lower Tugela, Glencoe en Dannhauser. (12)

(23) "Gebied B (TVL)" beteken die munisipale gebiede van Klerksdorp, Pietersburg, Potchefstroom en Witbank. (18)

(24) "Gebied B (WP)" beteken die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (Kaap), Hermanus, Montagu, Piketberg, Riversdale, Robertson, Swellendam en Victoria-Wes. (21)

(25) "Gebied C (NC)" beteken die landdrosdistrikte [uitgesonderd daardie munisipale gebiede genoem in "Gebied A (NC)" en "Gebied B (NC)"] Barkly-Wes, Britstown, De Aar, Gordonias, Hartswater, Herbert, Hay, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Taung, Vryburg en Warrenton. (10)

- (b) in relation to all establishments an employee who is mainly or exclusively engaged in any of the duties listed in paragraph (a) of this definition, and/or in any of the following duties:—

Accepting written orders in return for goods delivered outside the employer's premises; affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; applying adhesives, belt dressing, deadener material or anti-corrosive coatings (excluding primer, surfacer and finishing coats), putty, sealing compounds for purposes of dustproofing and/or water-proofing.

assembling and/or repairing of motor-assisted pedal cycles and pedal-assisted motor cycles; assembling, packing, weighing goods in accordance with instructions and/or packing slips; assisting on delivery vans; attending to boilers; carrying goods; cementing tyres; checking and/or recording identification marks on goods; cleaning by hand, brush, machines, pickling or degreasing; closing or opening bales, boxes or other packages; collecting spares on employer's requisition; compounding in connection with the painting of motor vehicles; conveying on foot, by bicycle, tricycle, or hand-propelled vehicle, goods, letters or messages; cooking of rations; counting and recording the result; cutting tyres, curing tubes and/or sectional bags to and from moulds; digging and/or removing the soil for foundations, drains and trenches; dismantling scrap motor vehicles other than the stripping of engines; emptying containers; extracting battery cells for inspection; filing of body fillings, solder, welding and old paint from parts under repair and adjacent parts, solder or welding on new parts and of sheet metal which has been panelbeaten; filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order; firing and loading ovens and furnaces and removing refuse from furnaces; fitting and/or removing registration number plates to and from vehicles; franking mail matter; gardening; greasing and oiling machinery including lathes and overhead shafting while stationary; holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group; issuing and/or receiving components and tools to and from workshop and maintaining a record of such tools; issuing materials previously recorded by storekeepers; limewashing of buildings; loading and unloading vehicles; making crates; marking and/or stencilling by brush or spraygun packages and/or parts; masking; mixing by hand or machine materials including concrete and mortar, but excluding colour blending and fibre glass constituents; moving and/or stacking and/or unpacking goods; operating goods lifts and letter copying or duplicating machines; painting by brush and/or axles, brake drums, chassis and underside of vehicle bodies and of trailers; painting by brush front and repair bumpers, wheels of commercial vehicles or bus chassis, rough water-proofing paint on canvas, rough stuff to inside of vehicle bodies; polishing by hand or machine in connection with the painting of motor vehicles; preparing food for cooking; pre-treating metal by chemical process in panel beating establishments; recording and/or checking identification marks on goods, registration numbers of vehicles; removing pitch from batteries; rubbing down of filling, primer and putty; sandpapering; screwing down moulds; sealing batteries; smelting of shavings into ingot form; sorting goods and recording the result; stirring materials; stripping tyres; teasing coir and horsehair; trimming tyres; weighing and recording the result; wrapping of goods; writing of addresses copied from invoices or packing slips;

- (c) in relation to establishments engaged exclusively in the business of motor graveyards, an employee who, in addition to performing any of the duties enumerated in paragraphs (a) and (b) of this definition, may also strip engines other than for repair;
- (d) subject to the provisions of Clause 27 an employee who in addition to performing any of the duties enumerated in paragraphs (a), (b) and (c) of this definition, may also drive vehicles. (1)
- (42) "Motor cycle mechanic's assistant" means an employee mainly or exclusively engaged on—

truing of spoked wheels;
fitting of new spokes to wheels;
removing—

controls, crash bars, exhaust and oil lines, external sheet-metal clutch covers, footrests, fuel tanks, handle bars, hooters, lamps, licence holders, mudguards, pillars, rear-view mirrors, saddles, side cars and carrier bodies of commercial type two and three-wheel carriers, stands, sheetmetal chain guards;

(26) "Gebied C (NL)" beteken daardie distrikte in die Provinsie Natal wat nie in "Gebied A (NL)" en "Gebied B (NL)" genoem word nie en die landdrosdistrikte Bizana, Flagstaff, Lusikisi, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu. (13)

(27) "Gebied C (TVL)" beteken die Provinsie Transvaal, uitgesonderd daardie distrikte en gebiede genoem in "Gebied A (TVL)" en "Gebied B (TVL)". (19)

(28) "Gebied C (OFS)" beteken die Provinsie Oranje-Vrystaat uitgesonderd daardie distrikte en gebiede genoem in "Gebied A (OFS)" en "Gebied B (OFS)". (16)

(29) "Gebied C (WP)" beteken die landdrosdistrikte Carnarvon, Clanwilliam, Fraserburg, Hopefield, Ladismith, Laingsburg, Namakwaland, Prins Albert, Sutherland, Tulbagh, Vredendal, Vanrhynsdorp, Vredenburg en Williston. (22)

(30) "Gekwalifiseer" beteken, ten opsigte van die werknemers wat in Bylaes A en B van klousule 25, bedoel word, werknemers met minstens ondergenoemde tydperke van ondervinding:—

BYLAE.

Klas werknemer.	Man.	Vrou.
Winkelassistent, Verkoopman, Motorvoertuigverkooper en/of Klerklike Werknemer	5 jaar	4 jaar
Leweransier-verkooper.....	3 jaar	—
Handelsreisiger.....	4 jaar	4 jaar

(52)

(31) "Handelsreisiger" beteken 'n werknemer wat as die reisende verteenwoordiger van 'n bedryfsinrigting en namens sodanige bedryfsinrigting hoofsaaklik of uitsluitlik bestellings van behoorlik gelisensieerde handelaars en/of ander persone vra of werf vir—

(a) die verkoop en/of lewering aan hulle van goedere vir herverkoop en/of vir gebruik of verbruik deur sodanige handelaars of ander persone; en/of

(b) die vernuwing, hervervaardiging of herbouing van enige motorvoertuigonderdeel en wat daarbenewens geld vir sodanige inrigting kan invorder. (75)

(32) "Handelsreisiger se assistent" beteken 'n werknemer wat 'n handelsreisiger op sy reis vergesel en behulpsaam is met die dryf van die voertuig en met die inpak, uitpak en tentoonstel van monsters. (76)

(33) "Herhaling", "herhalende" of "herhalingswerk" beteken, ten opsigte van enige werkmansgraad soos omskryf, die agtereenvolgende verrigting van een of meer werksaamhede, maar hoogstens drie in getal, in 'n reeks werksaamhede vir sodanige werkmansgraad. (63)

(34) "Herstellwinkelassistent" beteken 'n werknemer in 'n bedryfsinrigting met 'n werkwinkel met minstens 2 vakmanne wat aktief besig is met vakmanskwerk en wat hoofsaaklik of uitsluitlik—

(a) onder die toesig en leiding van minstens 1 vakman, onderdele of eenhede van motorvoertuie verwyder;

(b) onder die toesig en leiding van 'n vakman die volgende onderdele vervang:—

bakke; baklyswerk; enjinkappe; stampers; kajuite; agterste kronkelvere; deure (uitgesonderd finale passing); deurhandvatsels; uitlaatype (uitgesonderd spruit stukke) waar geen verandering nodig is nie, vloerplanke; vloerbedekkings; generators (maar nie elektriese verbindings nie); alle glas, uitgesonderd windskerms en agterligte; verwyderbare vliegwielsbedekkings; gruispanne; roosters; handrelingklampe; lampe; modderskerms; enjinmodderpanne; binnepaneel; buitepaneel, en aansit, uitgesonderd waar dit gesweis word; verkoelers; verkoelerproppe; treeplanke; sitplekke; sitplekkoortrekkers; doppe; voorste en agterste bladvere; slange vensterrame; handruitslingers;

(c) klokke volgens die regte tyd stel;

(d) veiligheids gordels vasheg aan voertuie waar vasheg punte bestaan;

(e) waaierbande aansit en stel waar geen meetinstrumente of -toestelle nodig is nie; los sitplekkoortrekkers aansit waar geen verandering daaraan nodig is nie;

(f) Met betrekking tot vóór-afleweringsdienste aan ongelisensieerde nuwe voertuie alleen—

(i) die volgende opspoor en dit rapporteer—

bakleplekke;
enjin-, ewenaar- en ratkasleplekke; en/of die werking van—

alle elektriese verbruikspunte;
voorste sitplekverstellers;
rigtingaanwysers;
klokke;
deur- en vensterhandvatsels;
deure, slotte en sleutels;
windskeermveërs en -wassers;

provided that he shall do no work in connection with electrical wiring and that he shall not dismantle any mechanical units prior to, or in the course of removing the parts enumerated in this definition. (44)

[NOTE.—The employment of motor cycle mechanic's assistants is subject to the provisions of clause 28 (1) (c) of this Agreement.]

(43) "Motor graveyard" means an establishment wherein motor vehicles are broken up and used spare parts obtained therefrom and wherein, whereon and wherefrom such used spare parts are sold either alone or in conjunction with new spare parts and/or accessories. (46)

(44) "Motor Industry" or "Industry" without in any way limiting the ordinary meaning of the expression and subject to the provisions of the damarcation determination published under Government Notice No. 1971 of 30th November, 1962, and clarified in Government Notice No. R. 376 of 13th March, 1964, means—

- (a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting, and/or reconditioning carried on in connection with—
 - (i) chassis and/or bodies of motor vehicles;
 - (ii) internal combustion engines and transmission components of motor vehicles;
 - (iii) the electrical equipment connected with motor vehicles including radios;
- (b) automotive engineering;
- (c) repairing, vulcanising and/or retreading tyres;
- (d) repairing, servicing and/or reconditioning batteries for motor vehicles;
- (e) the business of parking and/or storing motor vehicles;
- (f) the business conducted by filling and/or service stations;
- (g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;
- (h) the business of motor graveyards;
- (i) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
- (j) vehicle body building;
- (k) the sale of tractors, agricultural and irrigational equipment (not connected with the manufacture thereof) in the Republic of South Africa, but excluding the Magisterial District of Kimberley, in respect of the sale of—
 - (i) agricultural and irrigational equipment, and
 - (ii) tractors, except when undertaken by establishments substantially engaged in the sale and/or repair of other motor vehicles.

For the purpose of this definition—

"automotive engineering" means the reconditioning of internal combustion engines or parts thereof for use in motor vehicles in establishments mainly or exclusively so engaged whether such establishment is engaged in the dismantling and repair of motor vehicles or not; and

"motor vehicle" means any wheeled conveyance propelled by mechanical power (other than steam) or electrically and designed for haulage and/or for the transportation of persons and/or goods and/or loads and includes trailers and caravans but shall not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over, or aircraft; and

"vehicle body building" means any or all of the following activities carried on in a vehicle body building establishment, but shall not include vehicle body building done by assembly establishments incidentally to the assembling of motor vehicles:—

- (a) The construction, repair or renovation of cabs and/or bodies and/or any superstructure for any type of vehicle;
- (b) the manufacture or repair of component parts for cabs and/or bodies and/or any superstructure and the assembling, adjusting and installation of parts in cabs, bodies or on the superstructure of vehicles;
- (c) fixing cabs and/or bodies and/or any superstructure to the chassis of any type of vehicle;
- (d) coating and/or decorating cabs and/or bodies and/or any superstructure with any preservative or decorative substance;
- (e) equipment, furnishing and finishing off the interior of cabs and/or bodies and/or superstructures;
- (f) building of trailers, but not including the manufacture of wheels or axles therefor;
- (g) all operations incidental to or consequent upon the activities referred to in paragraphs (a), (b), (c), (d), (e) and (f).

met dien verstande dat enige defekte wat deur 'n herstelwinklassistent gerapporteer word, nie deur 'n ander werknemer as 'n vakman, 'n B/A-vakman of 'n vakleerling reggestel mag word nie;

(ii) die volgende nagaan, en waar nodig, stel:—

- Smookklep; enjinkap; aansitter, handversneller; verwarmers en ontluigingskabels;
- alle koelstelselwaterpypverbindings vir waterlekke;
- alle elektriese verbindings vir vastheid;
- generator- en alternatorbande vir korrekte spanning, behalwe waar meetinstrumente nodig is;

met dien verstande dat die verrigting van enigeen van die werksaamhede wat in hierdie woordeskrif opgenoem is, nie só uitgelê mag word dat die verrigting van enige vakmanswerk wat in verband met sodanige werksaamhede staan, toegelaat word nie. (62)

[OPMERKING.—Die indiensneming van Herstelwinklassistente is onderworpe aan die bepalinge van klousule 28 (1) (d) van hierdie Ooreenkoms.]

(35) "Jeugdige" beteken 'n werknemer onder die leeftyd van 21 jaar, uitgesonderd 'n "jeugdige arbeider". (39)

(36) "Jeugdige arbeider" beteken 'n werknemer wat jonger as 18 jaar is, wat nie meer as drie jaar ondervinding het nie en wat hoofsaaklik of uitsluitlik een of meer van die werksaamhede verrig wat in (a) en (b) van die omskrywing van „Arbeider" genoem word. (40)

[OPMERKING.—Die indiensneming van jeugdige arbeiders is onderworpe aan die bepalinge van klousule 28 (1) (b) van hierdie Ooreenkoms.]

(37) "Kantoor-, pakhuis-, verkoops- en klerklike werknemers" beteken werknemers vir wie lone voorgeskryf word in Bylae B van klousule 25. (47)

(38) "Klerklike werknemer" beteken 'n werknemer wat hoofsaaklik of uitsluitlik skryf- en/of tik- en/of enige ander vorm van klerklike werk verrig en ook pakhuismanne, tydopnemers en telefoniste. (29)

(39) "Korttyd" beteken 'n tydelike vermindering in die getal gewone werke as gevolg van 'n slappe in of die vereistes van die handel, 'n tekort aan materiaal, 'n algemene onklaarraking van uitrusting of masjinerie weens 'n ongeluk of ander onvoorziene noodgeval, onvoorziene gebeurtenis en/of omstandigheid buite die beheer van die werkgewer, voorraadopname of 'n stopsetting van werk wat toegestaan is op versoek van 'n meerderheid van die werknemers in die bedryfsinrigting of 'n gedeelte daarvan. (68)

(40) "Leweransier-verkoper" beteken 'n werknemer wat hoofsaaklik of uitsluitlik bestellings vra en/of neem vir die herstel en vir die verkoop en/of lewering van implemente, masjinerie en uitrusting of toestelle of bybehorens of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle, en wat sodanige nuwe of herstelde goedere mag aflewer en geld mag invorder en wat daarbenewens sodanige implemente, masjinerie, uitrusting of toestelle mag olie, smeer en skoonmaak en gedurende enige tydperk waarin 'n nuwe voertuig gewaarborg is, kleinere verstelwerk aan sodanige voertuig mag aanbring soos om die vonkproppe en oliefilters te vervang, waaiervande te vervang, aan te sit en stywer te maak; nuwe batterykabels en gloeilampe in te sit, die olie in lugfilters te vervang; kleinere verstelwerk te verrig aan vergassers en ander dergelyke verstelwerk te doen, maar wat geen werktuigkundige herstelwerk mag verrig nie. (73)

(41) "Loon" beteken die geldbedrag wat aan 'n werknemer betaalbaar is kragtens klousule 25 van Hoofstuk I, klousule 9 van Deel I van Hoofstuk II, klousule 5 van Deel 2 van Hoofstuk II, klousule 11 van Hoofstuk III en klousule 5 van Hoofstuk IV ten opsigte van sy gewone werke soos voorgeskryf in klousule 29 van Hoofstuk I, klousule 6 van Deel I van Hoofstuk II en klousule 13 van Hoofstuk III, met dien verstande dat—

(i) indien die werkgewer gereeld 'n werknemer ten opsigte van sodanige werke 'n hoër bedrag betaal as dié wat in enigeen van genoemde klousules vir sodanige werknemer voorgeskryf word, dit die hoër bedrag beteken;

(ii) die bepalinge van voorbehoud (i) van hierdie woordeskrif nie só uitgelê moet word om enige besoldiging te bedoel of in te sluit wat 'n werknemer, wat in diens is op die grondslag bepaal in klousule 24 van Hoofstuk I of klousule 10 van Hoofstuk III, bo en behalwe die bedrag ontvang het wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie. (79)

(42) "Los arbeiders en los klerklike werknemers"—Lees onderskeidelik klousules 41 (c) en 44 (a). (27)

(43) "Monteur van nuwe motorvoertuig" beteken 'n werknemer in 'n bedryfsinrigting wat, in verband met die montering van nuwe motorvoertuie, uitsluitlik of hoofsaaklik vere, stampers, treeplanke, modderskerms, skerms, buitelampe, enjinkappe, asse, verkoelers, kappe, enjinmodderpanne, bakke, roosters, sitplekke en stuurkassamestelsel aanbring. (46)

(44) "Motorfietswerktuigkundige se assistent" beteken 'n werknemer wat hoofsaaklik of uitsluitlik speekwiele in die haak bring; nuwe speke aan wiele aanbring; uitlaat- en oliepype, kontroles, brandstoftanks, kettingskutte van plaatmetaal, buiteste koppelaars, stuurmetaal, modderskerms, saels, agtersaels, stuurstange, voetruste, skermrelings, lampe, staanders, toeters, terugkykspieëls, lisensiehouers, syspanne en draagbakke van twee- en

For the purpose of this definition, "vehicle" does not include an aircraft and "motor industry" as defined above shall not include the following:—

- (i) The manufacture of motor vehicle parts and/or accessories and/or spares and/or components in establishments laid out for and normally producing metal and/or plastic goods of a different character on a substantial scale, or the sale of motor spare parts and accessories by assembly establishments from such establishments;
- (ii) the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, spraying, painting and/or reconditioning of agricultural tractors except where carried on in establishments rendering similar service in respect of cars, motor lorries or motor trucks;
- (iii) the manufacturing and/or maintenance and/or repair of—
 - (a) civil and mechanical engineering equipment and/or parts thereof whether or not mounted on wheels;
 - (b) agricultural equipment or parts thereof; or
 - (c) equipment designed for use in factories and/or workshops; provided that for the purpose of (a), (b) and (c) "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;
 - (d) motor vehicle or other vehicle bodies and/or superstructures and/or parts of components thereof made of steel plate of one-eighth of an inch thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale;
- (iv) assembly establishments which shall mean establishments wherein motor vehicles are assembled from new components on an assembly line and includes the manufacture and/or fabricating of any motor vehicle parts or components when carried on in such establishments, but shall not include vehicle body building except in so far as it is carried on incidentally to the assembly of motor vehicles other than caravans and trailers. (45)

(45) "Motor vehicle salesman/saleslady" means an employee mainly or exclusively engaged in the selling of motor vehicles and who, in addition to a wage as defined in this Agreement is paid a commission on such sales. (47)

(46) "New motor vehicle assembler" means an employee in any establishment who in connection with the assembly of new motor vehicles mainly or exclusively fits—

springs, bumpers, footboards, running boards, fenders, valances, exterior lamps, engine bonnets, axles, radiators, cabs, bodies, grilles, seats, engine mud trays and steering box assemblies. (43).

(47) "Office, stores, sales and clerical employees" means employees for whom wages are prescribed in Schedule B to clause 25. (37)

(48) "Parking and/or storing motor vehicles—business of" means any business carried on for profit wherein cars are received for storage, whether for short or long periods and whether or not the establishment or such business is open 24 hours per day or less. (52).

(49) "Part-time employee" means a clerical employee who is employed by the same employer for not more than five hours in the aggregate on any one day. (9)

(50) "Passenger lift attendant" means an employee who is mainly or exclusively engaged in operating a passenger lift. (53)

(51) "Piece-work" means any system by which earnings are based solely on quantity or output of work done. (67)

(52) "Qualified" in relation to employees referred to in Schedules A and B to clause 25, means employees who have had not less than the periods of experience set out in the Schedule hereunder:—

SCHEDULE.

Class of Employees.	Male.	Female.
Shop Assistant, Salesman, Motor vehicle Salesman and/or Clerical Employee.....	5 years	4 years
Supply Salesman.....	3 years	—
Traveller.....	4 years	4 years

(30)

(53) "Radiator repairer" means an employee mainly or exclusively engaged in one or more of the following operations:—

Operating pre-set crimping or forming machines; cutting waterway and fin metal strips to set lengths; manipulating returnfolding machines; framing core sections by means of press into required sizes; cleaning and tinning; dipping cores into acid baths and solder vats; sweating water vessels to cores; sweating side walls to cores; sweating tubes and tube plates; making filler necks to jigs; dismantling radiators. (75)

drie-wieldraers van die kommersiële tipe verwyder; met dien verstande dat hy geen werk in verband met die elektrotegniese bedrading mag doen nie en dat hy nie werktuigkundige eenhede voor of in die loop van die verwydering van die dele in hierdie omskrywing genoem, mag uitmekaarhaal nie. (43)

[OPMERKING.—Die indiensneming van motorfietswerktuigkundiges se assistente is onderworpe aan die bepalings van klousule 28 (1) (c) van hierdie Ooreenkoms.]

(45) "Motornywerheid" of "Nywerheid" beteken, sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk en behoudens die bepalings van die afbakeningsvasstelling gepubliseer by Goewermentskennisgewing No. R. 1971 van 30 November 1962—

- (a) monter-, oprichtings-, toets-, hervervaardigings-, herstel-, stel-, opknappings-, bedradings-, stoffeer-, spuitverf-, verf- en/of vernuwingswerk uitgevoer in verband met—
 - (i) die onderstelle en/of bakke van motorvoertuie;
 - (ii) binnebrandmotore en transmissie-onderdele van motorvoertuie;
 - (iii) die elektriese uitrusting in verband met motorvoertuie, met inbegrip van radio's;
- (b) motoringenieurswerk;
- (c) die herstel, vulkanisering en/of versool van buitebande;
- (d) die herstel, diensing en/of vernuwing van batterye van motorvoertuie;
- (e) die onderneming vir die parkering en/of bewaring van motorvoertuie;
- (f) die onderneming wat gedryf word deur vul- en/of diensstasies;
- (g) die onderneming wat hoofsaaklik of uitsluitlik gedryf word in verband met die verkoop van motorvoertuie of motorvoertuigdele en/of -onderdele en/of -bybehorens (hetsy nuut of gebruik) in verband daarmee, afgesien daarvan of sodanige verkoping geskied vanuit persele wat verbonde is aan 'n gedeelte van 'n bedryfsinrigting waarin die montering van en/of herstelwerk aan motorvoertuie uitgevoer word of nie;
- (h) die onderneming in verband met motorslopingswerwe;
- (i) die onderneming van vervaardigingsbedryfsinrigting waarin motorvoertuigdele en/of -onderdele en/of -bybehorens en/of samestellende dele daarvan vervaardig word;
- (j) voertuigbakbouwerk;
- (k) die verkoop van trekkers, landbou- en besproeiingsuitrusting (nie in verband met die vervaardiging daarvan nie) in die Republiek van Suid-Afrika, maar uitgesonderd die landdrostrik Kimberley, ten opsigte van—
 - (i) landbou- en besproeiingsuitrusting, en
 - (ii) trekkers, behalwe wanneer onderneem deur bedryfsinrigtings wat in aansienlike mate besig is met die verkoop en/of herstel van ander motorvoertuie;

Vir die toepassing van hierdie omskrywing beteken—

"motoringenieurswerk" die vernuwing van binnebrandmotore of dele daarvan vir gebruik in motorvoertuie in bedryfsinrigtings wat hoofsaaklik of uitsluitlik hierdie soort werk verrig, afgesien daarvan of sodanige bedryfsinrigting betrokke is by die sloping en herstel van motorvoertuie of nie; en

"motorvoertuig" enige wielvoertuig wat met meganiese krag (uitgesonderd stoom) of elektrisiteit aangedryf word en wat bedoel is vir karweiwerk en/of vir die vervoer van persone en/of goedere en/of vrage, en ook sleepwaens en woonwaens, maar nie ook uitrusting wat ontwerp is om op vaste spore te loop, sleepwaens wat bedoel is vir die vervoer van vrage van 20 ton of meer of vliegtuie nie; en

"voertuigbakbouwerk" enigeen van of al ondergenoemde werksaamhede wat uitgevoer word in 'n voertuigbakboubedryfsinrigting, maar nie ook voertuigbakbouwerk wat in verband met die montering van motorvoertuie deur monterinrigtings verrig word nie:—

- (a) Die bou, herstel of opknapping van kappe en/of bakke en/of enige bobou vir enige tipe voertuig;
- (b) die vervaardiging of herstel van onderdele vir kappe en/of bakke en/of enige bobou en die montering, stel en installering van dele in kappe, bakke of op bobou van voertuie;
- (c) die aanbring van kappe en/of bakke en/of enige bobou aan die onderstel van enige tipe voertuig;
- (d) die bestryking en/of versiering van kappe en/of bakke en/of enige bobou met 'n preserveermiddel of versiermiddel;
- (e) die uitrusting, meubilering en afwerking van die binnekant van kappe en/of bakke en/of bobou;
- (f) die bou van sleepwaens, uitgesonderd die vervaardiging van wiele en asse daarvoor;
- (g) alle werksaamhede wat in verband staan met of voortvloei uit die werksaamhede genoem in paragrawe (a), (b), (c), (d), (e) en (f).

Vir die toepassing van hierdie omskrywing, omvat "voertuig" nie 'n vliegtuig nie en omvat "motornywerheid" soos hierbo omskryf, nie die volgende nie:—

- (i) Die vervaardiging van motorvoertuigdele en/of -bybehorens en/of -reserwedele en/of -onderdele in bedryfsinrigtings wat gewoonlik metaal- en/of plastiekgoedere van 'n ander aard op 'n aansienlike skaal vervaardig en daarvoor aangeleë is, of die verkoop van motorreserwedele en -bybehorens deur monterinrigtings vanuit sodanige bedryfsinrigtings;

(54) "Region BR" means those areas defined as "Area A (BR)" and "Area B (BR)". (58)

(55) "Region EP" means those areas defined as "Area A (EP)" and "Area B (EP)". (59)

(56) "Region NC" means those areas defined as "Area A (NC)", "Area B (NC)" and "Area C (NC)". (60)

(57) "Region NL" means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu and Umzimkulu. (61)

(58) "Region OFS" means the Province of the Orange Free State. (62)

(59) "Region TVL" means the Province of the Transvaal. (63)

(60) "Region WP" means those areas defined as "Area A (WP)", "Area B (WP)" and "Area C (WP)". (64)

(61) "Reginal Council" means a committee appointed as such by the Council in terms of its Constitution. (65)

(62) "Repair shop assistant" means an employee in any establishment in whose workshop at least two journeymen are actively engaged on journeyman's work and who, mainly or exclusively—

(a) under the supervision and direction of at least one journeyman, removes parts or units from motor vehicles;

(b) under the supervision and direction of a journeyman, replaces—

bodies; body mouldings; bonnets; bumpers; cabs; coil springs, rear; doors (excluding final adjustment); door handles; exhaust lines (excluding manifolds) where no modification is required; floor boards; floor covers; generators (but not electrical connections); glass, all, other than windscreens and rear lights; flywheel covers detachable; gravel pans; grilles; handrail brackets; lamps; mudguards; mud trays; engine; panels, inside; panels, exterior, and fittings other than where welded; radiators; radiator plugs; running boards; seats; seat covers; shells; springs, leaf, front and rear; sump nuts and bolts; valances; valve covers; water hoses; window frames; window winders manual;

(c) sets clocks to correct time;

(d) fits safety belts to vehicles where anchor points exist;

(e) fits and adjusts fan belts where no measuring devices or instruments are necessary, fits loose seat covers when no alteration to them is necessary;

(f) in relation to pre-delivery services on unlicensed new vehicles only—

(i) checks and reports on—

body leaks;
engine, differential and gearbox leaks; and/or the operation of—

all electrical consumer points;
front seat adjusters;
direction indicators;
clocks;
door and window handles;
doors, locks and keys;
windscreen wipers and washers;

provided that any defects reported by a Repair Shop Assistant shall not be rectified by an employee other than a journeyman, B/A journeyman or an apprentice;

(ii) checks and if necessary, adjusts—

choke, bonnet, starter, hand throttle, heater and vent cables;
all cooling-system hose connections for water leaks;
all electrical connections for tightness;
generator and alternator belts for correct tension, except where measuring instruments are necessary;

provided that the performance of any of the operations enumerated in this definition shall not be construed as permitting the performance of any journeyman's work incidental to such operations. (34)

(NOTE.—The employment of Repair Shop Assistant is subject to the provisions of clause 28 (1) (d) of this Agreement.)

(63) "Repetition", "repetitive" or "repetitive performance" means, in relation to any Operative Grade as defined, the successive performance of any one or more operations not however, exceeding three in number, in a series of operations for such Operative Grade. (33)

(64) "Scooter worker" means an employee mainly or exclusively engaged under the supervision of a journeyman, motor or motor cycle mechanic on the assembling and/or stripping of scooters other than the assembling or stripping of the engines, electrical fittings, transmissions, telescopic forks, hydraulic shock absorbers and controls. (7)

(NOTE.—The employment of scooter workers is subject to the provisions of clause 28 (1) (c) of this Agreement.)

(ii) die montering, oprigting, toets, herstel, verstel, opknapping, bedrading, bespuiting, verf en/of vernuwing van landbou-trekkers, behalwe waar dit uitgevoer word in bedryfs-inrigtings wat gewoonlik 'n soortgelyke diens ten opsigte van motorkarre, motorvragwaens of motortrokke lewer;

(iii) die vervaardiging en/of onderhoud en/of herstel van—

(a) uitrusting vir siviele en werktuigkundige ingenieurswerk en/of dele daarvan, afgesien daarvan of dit op wiele gemonteer is of nie;

(b) landbou-uitrusting of dele daarvan; of

(c) uitrusting wat bedoel is vir gebruik in fabriek en/of werkwinkels; met dien verstande dat, vir die toepassing van (a), (b) ten (c), "uitrusting" nie geag word motorkarre, motorvragwaens en/of motortrokke te beteken nie;

(d) motorvoertuig- of ander voertuigbakke en/of bobou en/of dele of onderdele daarvan gemaak van staal-plate van een-agste duim dik of dikker, wanneer uitgevoer in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel van uitrusting van siviele en/of werktuigkundige ingenieurswerk op 'n aansienlike skaal;

(iv) monteerinrigtings, wat beteken bedryfsinrigtings waarin motorvoertuie gemonteer word met nuwe onderdele op 'n monterband, en ook die vervaardiging en/of maak van motorvoertuigdele of -onderdele wanneer uitgevoer in sodanige bedryfsinrigtings, maar dit omvat nie ook voertuigbouwerk nie behalwe vir sover dit uitgevoer word in verband met die montering van motorvoertuie uitgesonderd woonwaens en sleepwaens. (44)

(46) "Motorslopingswerf" beteken 'n bedryfsinrigting waarin motorvoertuie opgebreek en gebruikte onderdele daarvan verkry word en waarin, waarop of waaruit sodanige onderdele of alleen of saam met nuwe onderdele en/of bybehorens verkoop word. (43)

(47) "Motorvoertuigverkooper/koopster" beteken 'n werknemer wat uitsluitlik in diens is om motorvoertuie te verkoop en wat, benewens 'n loon soos in hierdie Ooreenkoms omskryf, 'n kommissie op sodanige verkope betaal word. (45)

(48) „Noodwerk" beteken werk—

(a) in verband met die terugbring van stukkende voertuie of voertuie wat in ongelukke betrokke was;

(b) wat nodig is—

(i) om 'n motoris wat op pad is en wie se voertuig gebreek het, in staat te stel om sy reis te hervat;

(ii) om 'n motoris in staat te stel om 'n reis aan te pak wat, omrede onvoorsiene omstandighede, nie afgestel kan word nie;

(iii) om toe te laat dat noodsaaklike dienste gelewer word soos sanitêre dienste, openbare vervoer, instandhouding of herstel van fabrieksmasjinerie en/of landboumotorvoertuie, die lewering of verspreiding van bederfbare voedsel, reis deur mediese praktisyns vir die verrigting van hul werk, of dienste van 'n dergelyke aard. (32)

(49) "Ondervinding" beteken die totale tydperk of tydperke diens van 'n werknemer by of sy huidige of 'n ander werkgever in die bepaalde beroep waarin hy werksaam is; met dien verstande dat slegs tydperke van diens in die Motornywerheid vir hierdie doel in aanmerking geneem word in die geval van klerklike werknemers wat hoofsaaklik of uitsluitlik voorraadregisters byhou, kosteberekeningsklerke, manlike en vroulike winkelassistentes, verkopers en verkoopsters, pakhuismanne en manlike en vroulike handelsreisigers, en voorts met dien verstande dat—

ondervinding, met betrekking tot 'n tikster, pakhuisman, tydopnemer of telefonis, die totale tydperk of tydperke diens beteken wat 'n werknemer onderskeidelik as tikster, pakhuisman, tydopnemer of telefonis gehad het.

Vir die toepassing van hierdie omskrywing beteken "kosteberekeningsklerk" 'n klerklike werknemer wat hoofsaaklik of uitsluitlik die koste bereken van dienste wat gelewer en/of goedere wat verskaf is deur of in verband met die Motornywerheid. (34)

(50) "Ongekwalfiseer" beteken, met betrekking tot werknemers genoem in Bylaes A en B van klousule 25, dié werknemers wat minder ondervinding het as die tydperke van ondervinding wat vir gekwalifiseerde werknemers in hul onderskeie klasse voorgeskryf word. (77)

(51) "Pakhuisman" beteken 'n werknemer wat hoofsaaklik of uitsluitlik beheer het oor voorrade. (70)

(52) "Parkerings- en/of bewaring van motorvoertuie—onderneming vir" beteken enige onderneming wat gedryf word vir wins en waarin motorkarre ontvang word vir bewaring, hetsy vir kort of vir lang tydperke en afgesien daarvan of die bedryfsinrigting of sodanige onderneming vir 24 uur per dag of korter oop is. (48)

(53) "Passasiershyserbediener" beteken 'n werknemer wat hoofsaaklik of uitsluitlik 'n passasiershyser bedien. (50)

(54) "Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid wat ooreenkomstig die bepaling van artikel 19 van die Wet op Nywerheidsversoening, 1956, soos gewysig, geregistreer is. (30)

(55) "Skof" beteken die getal ure, uitgesonderd oortydure, wat 'n werkgewer toegelaat word om sy werknemers op 'n bepaalde dag in die gewone loop van hul diens te laat werk. (66)

(65) "Service supply salesman" means a journeyman who is mainly or exclusively engaged in oiling, greasing, cleaning and adjusting or repairing implements, machinery, equipment or appliances; and who may in addition take orders for the repair and for the sale and/or supply of such implements, machinery, equipment or appliances or accessories or materials for use in connection with such implements, machinery, equipment or appliances and who may deliver such new or repaired goods and collect moneys; and shall include persons who at the time when this Agreement comes into operation are employed as service supply salesmen as defined in the Agreement published under Government Notice No. 323 of the 24th February, 1956 (as amended), but who do not comply with the definition of "journeyman" as defined in this present Agreement. (10)

(66) "Shift" means the number of hours excluding overtime, which an employer is permitted to work his employees on any day in the normal course of employment. (55)

(67) "Shop assistant salesman" means an employee who mainly or exclusively performs any of the following duties in or about an accessory shop or motor vehicle salesroom and/or showroom and/or any other establishment on or from which motor vehicles are sold:—

- (a) Attending to customers;
- (b) displaying goods;
- (c) keeping and controlling stocks;
- (d) assembling orders by means of getting out from stock and putting together goods required to fulfill orders, using an order form or an invoice;
- (e) ticket writing;
- (f) despatching goods out of any establishment to departments or for transit;
- (g) selling goods or merchandise;
- (h) selling motor vehicles. (83)

(68) "Short-time" means a temporary reduction in the number of ordinary hours of work due to slackness or the exigencies of trade, shortage of material, a general breakdown of plant or machinery caused by accident, or other unforeseen contingency and/or circumstances beyond the employer's control, stocktaking or stoppage of work granted at the request of a majority of the employees in the establishment or portion thereof. (39)

(69) "Spoke wheel truer" means an employee mainly or exclusively engaged on truing of spoke wheels of motor cars and motor cycles. (57)

(70) "Storekeeper" means an employee who is mainly or exclusively engaged in the control of stocks or stores. (51)

(71) "Stripper" means an employee in any establishment in which one but not more than one qualified motor mechanic or auto-electrician is actively engaged in the workshop who under the supervision of such motor mechanic or auto-electrician mainly or exclusively—

- (a) removes and/or replaces—
 - platform bodies;
 - bumpers;
 - detachable flywheel covers;
 - door handles;
 - door trim pads;
 - engine splash trays;
 - floor covers;
 - floor boards;
 - gravel pads;
 - manual window winders;
 - running boards;
 - seats;
 - seat covers that require no alteration;
- (b) removes but does not replace—
 - exhaust lines;
 - fan belts;
 - generators;
 - grilles;
 - leaf springs;
 - radiators;
 - starters;
 - valances;
 - water hose;
- (c) sets clocks to correct time;
- (d) fits safety belts where anchors are provided;
- (e) checks for and reports on—
 - dust or water leaks in bodies;
 - oil leaks from differentials, engines and gearboxes;
- (f) checks the operation of—
 - door handles;
 - electrical consumer points;
 - locks and keys;
 - manual window winders;
 - windscreen wiper;
 - washers;

provided that in relation to paragraphs (e) and (f) only journeymen or apprentices may rectify any faults. (66)

[NOTE.—(1) For the purpose of this definition "qualified motor mechanic or auto-electrician" may be interpreted to refer to a sole proprietor, partner, director or employee.

(2) The employment of stippers is subject to the provisions of clause 28 (2) of this Agreement.]

(56) "Skoonmaakster" beteken 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte vervul:—

Persele, toiletkamers, gerei of soortgelyke artikels skoonmaak en/of was;
tee of soortgelyke drankte en/of opdien;
voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdien. (28)

(57) "Speekwielsteller" beteken 'n werknemer wat uitsluitlik of hoofsaaklik die speekwiele van motorkarre en motorfiets in die haak bring. (69)

(58) "Streek BR" beteken daardie gebiede soos omskryf in "Gebied A (BR)" en "Gebied B (BR)". (54)

(59) "Streek EP" beteken daardie gebiede soos omskryf in "Gebied A (EP)" en "Gebied B (EP)". (55)

(60) "Streek NC" beteken daardie gebiede soos omskryf in "Gebied A (NC)", "Gebied B (NC)" en "Gebied C (NC)". (56)

(61) "Streek NL" beteken die Provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu. (57)

(62) "Streek OFS" beteken die Provinsie Oranje-Vrystaat. (58)

(63) "Streek TVL" beteken die Provinsie Transvaal. (59)

(64) "Streek WP" beteken daardie gebiede soos omskryf in "Gebied A (WP)", "Gebied B (WP)" en "Gebied C (WP)". (60)

(65) "Streekraad" beteken 'n komitee wat die Raad ooreenkomstig die bepalings van sy konstitusie as sodanig aangestel het. (61)

(66) "Stroper" beteken 'n werknemer in enige bedryfsinrigting waarin 1 maar hoogstens 1 gekwalifiseerde motorwerktuigkundige of motorelektrisiën aktief werkbaar is in die werkwinkel, wat onder toesig van sodanige motorwerktuigkundige of motorelektrisiën hoofsaaklik of uitsluitlik—

- (a) die volgende verwyder en/of vervang:—

Platformbakke;
stampers;
verwyderbare vliegwielerbedekkings;
deurhandvatsels;
deurbeslagkussinkies;
enjinspanne;
vloerbedekkings;
vloerplanke;
gruispanne;
handvensterslingers;
treeplanke;
sitplekke;
sitplekoortreкке wat geen verandering nodig het nie;

- (b) Die volgende verwyder maar nie vervang nie:—

Uitlaatpype;
waaierbande;
generators;
roosters;
bladvere;
verkoelers;
aansitters;
skermers;
waterslange.

- (c) Klokke volgens die regte tyd stel.

- (d) Veiligheidsgordels aansit waar hegpunte bestaan.

- (e) Die volgende opspoor en verslag daaroor doen:—
Stof- of waterlekkas in bakke;
olielekkas uit ewenaars, enjins en ratkaste.

- (f) Die werking van die die volgende nagaan:—

Deurhandvatsels;
elektriese verbruikspunte;
slotte en sleutels;
handruitopdraaiers;
windskermveërs;
wassers;

met dien verstande dat met betrekking tot paragrawe (e) en (f) slegs vakmanne of vakleerlinge enige defekte mag herstel.

[OPMERKING:—(1) Vir die toepassing van hierdie omskrywing mag "gekwalfiseerde motorwerktuigkundige of motorelektrisiën" so uitgelê word dat dit 'n alleen-eienaar, vennoot, direkteur of werknemer bedoel.

(2) Die indiensneming van stropers is onderworpe aan die bepalings van klousule 28 (2) van hierdie Ooreenkoms.] (71)

(67) "Stukwerk" beteken enige stelsel waarvolgens verdienste uitsluitlik op die hoeveelheid of omvang van gedane werk gebaseer word. (51)

(68) "Toesighouer" beteken 'n werknemer wat in Streke BR, NL, OFS en TVL deur die werkgewer aan die hoof van 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin vulkaniseerwerk verrig word, geplaas word met die doel om werk aan die werknemers in sodanige bedryfsinrigting of gedeelte van 'n bedryfsinrigting toe te wys en toesig oor sodanige werk te hou terwyl dit in die bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting aan die gang is, en sodanige toesighouding het betrekking op alle werksaamhede wat met vulkaniseerwerk in verband staan. (72)

(69) "Tydopnemer" beteken 'n werknemer wat hoofsaaklik of uitsluitlik die arbeidskoste van 'n taak bereken, betaalstate opstel en klerklike werk verrig in verband met die werknemerskorps van 'n bedryfsinrigting. (74)

(70) "Uurloon" beteken die weekloon voorgeskryf in klousule 25 van hierdie Ooreenkoms of die werklike weekloon wat betaal word (naamlik die bedrag wat die grootste is), gedeel deur 46 in die geval van ander werknemers as deeltydse werknemers, en deur die getal gewone ure gewerk in enige week, in die geval van deeltydse werknemers. (36)

(72) "Supervisor" means an employee who in Regions BR, NL, OFS and TVL is placed by the employer in charge of any establishment or portion of an establishment where vulcanising is carried on, for the purpose of allocating work to the employees in such establishment or portion of an establishment and the supervision of such work during its passage through the establishment or portion of an establishment and relates to all operations incidental to vulcanising. (68)

(73) "Supply salesman" means an employee who is mainly or exclusively engaged in soliciting and/or taking for the repair and for the sale and/or supply of implements, machinery, equipment or appliances, or accessories or materials for use in connection with such implements, machinery, equipment or appliances, and who may deliver such new or repaired goods and collect moneys, and who in addition may oil, grease and clean such implements, machinery, equipment or appliances and during any period of new vehicle warranty may effect minor adjustments such as—

- changing plugs and oil filters;
- changing, fitting and tightening fan belts;
- fitting new battery cables and globes;
- changing oil in air filters;
- minor adjustments to carburettors and other similar adjustments, but who may not carry out mechanical repairs. (40)

(74) "Timekeeper" means an employee who is mainly or exclusively engaged in the compilation of job labour costs, payroll preparation and clerical work connected with the labour force of any establishment. (69)

(75) "Traveller" means an employee who, as the travelling representative of an establishment on behalf of such establishment, is mainly or exclusively engaged in inviting, canvassing or soliciting orders from duly licenced traders and/or other persons for—

- (a) the sale and/or supply to them of goods for resale and/or for use or consumption by such traders or other persons, and/or
- (b) the reconditioning, remanufacturing, or rebuilding of any motor vehicle component and who may in addition collect money on behalf of such establishment. (31)

(76) "Traveller's Assistant" means an employee who accompanies a traveller on his journey and assists in driving and in the packing, unpacking and displaying of samples. (32)

(77) "Unqualified", in relation to employees referred to in Schedules A and B to clause 25, means employees who has had less than the periods of experience stipulated for qualified employees of their respective classes. (50)

(78) "Vulcaniser's operative" means a workshop employee other than a journeyman, supervisor, labourer or apprentice engaged in vulcanising work in a vulcaniser's establishment. (77)

(79) "Wage" means the amount of money payable to an employee in terms of clause 25 of Chapter I, clause 9 of Part I of Chapter II, clause 5 of Part 2 of Chapter II, clause 11 of Chapter III and clause 5 of Chapter IV in respect of his ordinary hours of work as prescribed in clause 29 of Chapter I, clause 6 of Part I of Chapter II and clause 13 of Chapter III, provided that—

- (i) if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in any of the said clauses for such employee, it means such higher amount;
- (ii) the provisions of proviso (i) of this definition shall not be construed so as to refer to or include any remuneration which an employee who is employed on any basis provided for in clause 24 of Chapter I or clause 10 of Chapter III, received over and above the amount which he would have received if he had not been employed on such basis. (41)

(80) "Watchman" means an employee primarily occupied on guarding the premises and goods of the employer and/or protecting the motor vehicles and goods of which the employer is the bailee. (78)

(81) "Week" means—

- (a) for the purpose of clauses 11 and 34 of Chapter I of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;
- (b) for the purpose of the remaining clauses of the Agreement, a period of seven consecutive days. (79)

(82) "Workshop administrative staff" means clerical employees employed mainly in conjunction with any of the activities specified in paragraphs (a), (b), (c), (d) and (j) of the definition of Motor Industry. (80)

(83) "Workshop employee" means any employee other than a char, female labourer, labourer or watchman for whom wages are prescribed in—

- (i) Schedule A to clause 25 of Chapter I;
- (ii) clause 9 of Part I of Chapter II;
- (iii) Clause 5 of Part 2 of Chapter II;
- (iv) clause 11 of Chapter III;
- (v) clause 5 of Chapter IV. (81)

(OPMERKING.—In die geval van kantoor-, pakhuis-, verkoops- en klerklike werknemers en arbeiders beteken die "voorgeskrewe weekloon", vir die toepassing van hierdie omskrywing, die bedrae gemeld in Bylaes B en C van klousule 25.)

(71) "Vakleerling" beteken 'n werknemer wat diens doen volgens 'n skriftelike leerlingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944 (Wet No. 37 van 1944), en ook 'n minderjarige wat ooreenkomstig die bepalings van daardie Wet op proef aangestel is. (3)

(72) "Vakman" beteken 'n persoon wat vakmanswerk verrig en wat—

- (a) 'n leertyd as vakleerling in 'n aangewese ambag uitgedien het ooreenkomstig die vereistes van die Wet op Vakleerlinge of ooreenkomstig 'n skriftelike kontrak wat deur 'n streekraad goedgekeur is; of
- (b) in besit is van 'n Graad A-lidmaatskaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Coloured Workers' Union uitgereik is; of
- (c) in besit is van 'n sertifikaat wat ooreenkomstig die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is. (37)

(OPMERKING.—Lees woordomskrywing No. 3 hierbo vir 'n omskrywing van "B/A-vakman".)

(73) "Vakmanswerk" beteken werk in enige aangewese ambag (ooreenkomstig die bepalings van die Wet op Vakleerlinge, 1944), in verband met die werksaamhede wat deur die omskrywing van "Motornywerheid" gedek word. (38)

(74) "Verdienste" beteken enige betaling gedoen of verskuldig aan 'n werknemer (met inbegrip van alle toelaes) wat op enige manier, van watter aard ook al, uit sy indiensneming ontstaan. (31)

(75) "Verkoelerhersteller" beteken 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:—

'n Voorafgestelde riffel- of vormmasjien bedien; waterpype en metaalstoke vir vinne volgens vasgestelde lengtes sny; terugvoumasjien bedien; kernstukke deur middel van 'n pers volgens die vereiste groottes vorm; skoonmaak en vertin; kernstukke in suurbaddens en soldeervate dompel; waterhousers aan kernstukke vassweet, symure aan kernstukke vassweet; buise en buisplate vassweet; vulnekke volgens setmaat maak; verkoelers uitmekaarhaal. (53)

(76) "Vul- en/of diensstasie" beteken 'n bedryfsinrigting of daardie gedeelte van 'n bedryfsinrigting wat hoofsaaklik of uitsluitlik gebruik word vir die kleinhandelverkoop van petrol en/of olie en/of vir die smeer en/of was en/of poleer van motorvoertuie. (35)

(77) "Vulkaniseerder se werkman" beteken 'n werkwinkelwerknemer, uitgesonderd 'n vakman, toesighouer, arbeider of vakleerling, wat vulkaniseerwerk verrig in 'n vulkaniseerder se bedryfsinrigting. (78)

(78) "Wag" beteken 'n werknemer wat hoofsaaklik die persele en goedere van die werkgewer bewaak en/of die motorvoertuie en goedere beskerm waarvan die werkgewer die bewaarder is. (80)

(79) "Week" beteken—

- (a) vir die toepassing van klousule 11 van Hoofstuk 1 van hierdie Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin;
- (b) vir die toepassing van die ander klousules van die Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae. (81)

(80) "Werkwinkeladministrasiepersoneel" beteken klerklike werknemers wat hoofsaaklik in verband met enige van die werksaamhede genoem in paragraaf (a), (b), (c), (d) en (j) van die omskrywing van "Motornywerheid" in diens is. (82)

(81) "Werkwinkelwerknemer" beteken 'n werknemer, uitgesonderd 'n skoonmaakster, vroulike arbeider, arbeider of wag, vir wie 'n loon in die volgende voorgeskryf word—

- (i) Bylae A van klousule 25 van Hoofstuk I;
- (ii) Klousule 9 van Deel I van Hoofstuk II;
- (iii) Klousule 5 van Deel 2 van Hoofstuk II;
- (iv) Klousule 11 van Hoofstuk III;
- (v) Klousule 5 van Hoofstuk IV. (83)

(82) "Wet" beteken die Wet op Nywerheidsversoenig, 1956 (Wet No. 28 van 1956), soos gewysig. (2)

(83) "Winkelassistent/verkooper" beteken 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig in of by 'n bybehorewinkel of 'n motorvoertuig-verkooplokaal en/of -vertoonlokaal en/of enige ander bedryfsinrigting waarop of waaruit motorvoertuie verkoop word:—

- (a) Klante bedien;
- (b) goedere ten toon stel;
- (c) voorrade hou en beheer;
- (d) bestellings opmaak deur dié goedere wat nodig is om bestellings uit te voer, uit voorrade te verkry en bymekaar te sit; en 'n bestelvorm of faktuur daarvoor te gebruik;
- (e) kaartjies uitskryf;
- (f) goedere uit 'n bedryfsinrigting versend aan departemente of vir verdere versending;
- (g) goedere of handelsware verkoop;
- (h) motorvoertuie verkoop. (67)

CLAUSE 4.—EXEMPTIONS.

(1) Exemption from any of the provisions of this Agreement may be granted by Regional Councils or the Council.

(2) Application for exemption shall be made to the Secretary of the Regional Council within whose area the applicant operates or is employed.

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

(4) The Secretary of the Regional Council or the Council, as the case may be, shall issue to every person granted exemption, a licence signed by him setting out—

- (a) the name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions subject to which such exemption is granted; and
- (d) the period during which the exemption shall be valid.

(5) The Secretary of the Regional Council or the Council, as the case may be, shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned and a further copy to the Divisional Inspector, Department of Labour, in whose area of jurisdiction his business is located.

CLAUSE 5.—PAYMENT OF EARNINGS.

(1) All earnings shall, subject to the provisions of sub-clause (2) of this clause, be paid weekly or monthly, as the case may be.

(2) (a) Weekly paid employees shall be paid the earnings referred to in sub-clause (1) in cash—

- (i) on Wednesdays or Fridays at the discretion of the employer and at the time stipulated in the notice referred to in paragraph (b) of clause 9 of this Chapter; provided that that time shall be such as to permit of all weekly paid employees having been paid by not later than 15 minutes before their ordinary stopping time; or
- (ii) on termination of employment if this takes place before the ordinary pay-day of the employee concerned.

(b) Monthly paid employees shall be paid the earnings referred to in sub-clause (1) in cash or by cheque on or before the last working day of the month, or on termination of employment if this takes place before the ordinary pay-day of the employee concerned.

(3) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing—

- (a) the name of the employer;
- (b) the name of the employee;
- (c) the date of payment;
- (d) the period in respect of which payment is made;
- (e) the number of ordinary and overtime hours worked and the earnings due;
- (f) details of any deductions which have been made;
- (g) the amount enclosed; and
- (h) in the case of employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of Clause 14.

(4) No employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer or to purchase any goods from the employer.

(5) Unless otherwise provided for in this Agreement, no deductions or set-off of any description other than the following shall be made from the earnings which an employee would normally be entitled to receive:—

- (a) Subject to the provisions of clause 14 of this Chapter, where an employee is absent from work (other than on paid leave), a deduction proportionate to such absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof; provided that—
 - (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;
 - (ii) an employer may as a condition precedent to the payment in terms of proviso (i) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity.

KLOUSULE 4.—VRYSTELLINGS.

(1) Die streekraade of die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Aansoek om vrystelling moet gedoen word by die Sekretaris van die Streekraad in wie se gebied die applikant sake doen of werksaam is.

(3) Die Streekraad of die Raad, na gelang van die geval, moet die voorwaardes stel waarop sodanige vrystelling van krag is en mag, indien hy dit dienstig ag, na een week skriftelike kennisgewing aan die betrokke persoon/persone, enige vrystellingsertifikaat intrek, afgesien daarvan of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(4) Die Sekretaris van die Streekraad of die Sekretaris van die Raad, na gelang van die geval, moet aan elke persoon aan wie vrystelling verleen is, 'n sertifikaat uitreik wat deur hom onderteken is en wat die volgende meld:—

- (a) Die naam van die betrokke persoon;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes waarop sodanige vrystelling verleen word; en
- (d) die tydperk waarin die vrystelling van krag is.

(5) Die Sekretaris van die Streekraad of die Sekretaris van die Raad, na gelang van die geval, moet—

- (a) alle sertifikate wat uitgereik word, agtereenvolgens nummer;
- (b) 'n kopie van elke sertifikaat wat uitgereik word, bewaar; en
- (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die sertifikaat aan die betrokke werkgewer stuur en 'n ander kopie aan die Afdelingsinspekteur, Departement van Arbeid, in wie se regsgebied sy sakeonderneming geleë is.

KLOUSULE 5.—BETALING VAN VERDIENSTE.

(1) Behoudens die bepalings van subklausule (2) van hierdie klausule, moet alle verdienste weekliks of maandeliks, na gelang van die geval, betaal word.

(2) (a) In die geval van werknemers wat weekliks besoldig word, moet die verdienste in subklausule (1) bedoel, in kontant aan hulle betaal word—

- (i) op Woensdae of Vrydae, na goedvinde van die werkgewer, en wel op die tyd bepaal in die kennisgewing bedoel in paragraaf (b) van klausule 9 van hierdie Hoofstuk; met dien verstande dat daardie tyd sodanig moet wees dat dit moontlik moet wees om alle werknemers wat weekliks besoldig word, nie later nie as 15 minute vóór hul gewone sluitingstyd klaar te betaal;
- (ii) by diensbeëindiging, indien dit plaasvind vóór die gewone betaaldag van die betrokke werknemer.

(b) Werknemers wat maandeliks besoldig word, moet die verdienste in subklausule (1) bedoel, in kontant of per tjek betaal word voor of op die laaste werkdag van die maand of by diensbeëindiging as dit plaasvind vóór die gewone betaaldag van die betrokke werknemer.

(3) Alle verdienste moet aan werknemers oorhandig word in verseëde houers waarop onderstaande inligting verstrekkend word of wat vergesel gaan van 'n staat waarop dié inligting voorkom:—

- (a) Die naam van die werkgewer;
- (b) die naam van die werknemer;
- (c) die datum van betaling;
- (d) die tydperk ten opsigte waarvan die bedrag betaal word;
- (e) die getal gewone en oortydure gewerk en die verdienste wat daarvoor verskuldig is;
- (f) besonderhede van alle bedrae wat afgetrek is;
- (g) die bedrag wat ingesluit is; en
- (h) in die geval van ander werknemers as vakmanne, enige bedrag wat as verlofbesoldiging verskuldig is ooreenkomstig die bepalings van subklausule (1) van Afdeling B van klausule 14.

(4) Daar mag nie as deel van 'n werknemer se dienskontrak van hom vereis word om kos en/of huisvesting van sy werkgewer of op 'n plek deur die werkgewer aangewys, aan te neem of om goedere van die werkgewer te koop nie.

(5) Tensy anders in hierdie Ooreenkoms bepaal, mag geen bedrag hoegenaamd, uitgesonderd die volgende, van die verdienste wat 'n werknemer gewoonlik geregtig is om te ontvang, afgetrek of as skuldverglyking agtergehou word nie:—

- (a) Behoudens die bepalings van klausule 14 van hierdie Hoofstuk, waar 'n werknemer van sy werk afwesig is (uitgesonderd afwesigheid weens verlof met betaling), 'n bedrag wat in verhouding staan met sodanige afwesigheid en wat bereken is op grondslag van die loon wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het; met dien verstande dat—
 - (i) waar sodanige afwesigheid toe te skryf is aan 'n besering of 'n siekte wat binne die bestek van die Ongevalwet, 1941, val, die aftrekking ten opsigte van die eerste week wat hy/sy afwesig is, nie 70 persent van die werknemer se loon te bowe mag gaan nie;
 - (ii) 'n werkgewer, voordat hy enige bedrag ingevolge voorbehoudsbepaling (i) betaal, van die werknemer mag vereis om 'n doktersertifikaat voor te lê wat die aard en duur van die werknemer se ongeskiktheid meld;

- (b) Subject to the provisions of clause 14 of this Chapter, with the written consent of the employee where such funds are not administered by a Regional Council or the Council deductions for holiday insurance, provident and/or pension funds;
- (c) with the written consent of the employee and of the Regional Council, or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
- (d) contributions to Council funds in terms of clause 11 of this Chapter and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
- (e) where an employer is legally, or by order of a competent Court, required to make a payment for or on behalf of an employee, any amount so paid may be deducted;
- (f) where an employee agrees or is required in terms of the Native (Urban Areas) Consolidation Act, 1945, as amended, or the Native Labour Regulation Act, 1911, to accept board and/or lodging from his employer a deduction not exceeding 50 cents per week when board and lodging is provided, or not more than 35 cents per week for board only, or 25 cents per week for lodging only;
- (g) subscriptions to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the Motor Industry Coloured Workers' Union, in terms of clause 12 of this Chapter, or to such other registered trade unions as may be approved by a Regional Council or the Council.
- (6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 6.—ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement.

CLAUSE 7.—AGENTS.

The Council or any Regional Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

CLAUSE 8.—REGISTRATION OF EMPLOYERS.

(1) Every employer, unless he has already done so, shall in respect of each place at which he carries on business complete a statement in the form of Annexure A to this Agreement and lodge such statement with the Secretary of the Regional Council within whose area of jurisdiction such place of business is situated, not later than 30 days after the date—

- (a) on which this Agreement comes into operation in the case of any place/s of business which he is operating at that date; or
 - (b) of the commencement of business at any such place.
- (2) Every employer shall notify the Secretary of the Regional Council concerned of any change in—
- (a) the ownership; and/or
 - (b) the name; and/or
 - (c) the address of the business; and/or
 - (d) the personnel of the partners, directors or managers, within one month after such change.

CLAUSE 9.—EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

Every employer upon whom this Agreement is binding shall affix and keep affixed in some conspicuous and readily accessible place upon his premises, the undermentioned documents which must be printed in legible characters in both official languages of the Republic of South Africa:—

- (a) A copy of this Agreement;
- (b) a notice in the form prescribed by the regulations under the Act specifying the day of the week or months, as the case may be, and the time and place at which wages will ordinarily be paid each week or month, as the case may be;
- (c) a notice containing the official address of the Divisional Inspector of Labour and of the Secretary of the Regional Council within whose area of jurisdiction the employer is carrying on his business;
- (d) a notice containing the starting and finishing times of each shift in the case of filling and/or service stations where labourers are employed on a shift system.

- (b) behoudens die bepalings van klousule 14 van hierdie Hoofstuk, met die skriftelike toestemming van die werknemer en waar sodanige fondse nie deur 'n Streekraad of deur die Raad geadminestreer word nie; bedrae vir 'n vakansie-, versekerings-, voorsorg- en/of pensioenfonds;
- (c) met die skriftelike toestemming van die werknemer en van die Streekraad, of die Raad, bedrae ten opsigte van tee-, sport- en dergelike klubs of goedere wat die werknemer van sy werkgever gekoop het;
- (d) bydraes tot die fondse van die Raad ooreenkomstig die bepalings van klousule 11 van hierdie Hoofstuk en bydraes tot 'n siektebystand-, voorsorg- en/of pensioenfonds wat deur 'n Streekraad of die Raad geadminestreer word;
- (e) waarvan 'n werkgever ingevolge 'n wet of op bevel van enige bevoegde hof vereis word om 'n bedrag vir of namens 'n werknemer te betaal, mag enige bedrag wat aldus betaal is, afgetrek word;
- (f) waar 'n werknemer daarmee instem of waar daar ingevolge die bepalings van die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, soos gewysig, of die Bantoe-arbeid Regelingswet, 1911, van hom vereis word om kos en/of huisvesting van sy werkgever aan te neem, 'n bedrag van hoogstens 60 sent per week wanneer kos en inwoning verskaf word of hoogstens 35 sent per week vir kos alleenlik of 25 sent per week vir huisvesting alleenlik;
- (g) lededelde vir die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Coloured Workers' Union, ooreenkomstig die bepalings van klousule 12 van hierdie Hoofstuk, of lededelde vir sodanige ander geregistreerde vakverenigings wat deur 'n streekraad of die Raad goedgekeur mag word.
- (6) Elke werknemer moet, indien sy werkgever dit van hom vereis, by ontvangs van sy verdienste 'n skriftelike kwitansie daarvoor gee.

KLOUSULE 6.—ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

KLOUSULE 7.—AGENTE.

Die Raad of 'n streekraad mag een of meer gespesifiseerde persone as agente aanstel om te help om uitvoering te gee aan die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgever en elke werknemer om sodanige persoon toe te laat om dié bedryfsinrigting te betree, om dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalkaartjies te ondersoek en dié persone te ondervra en al dié stappe te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

KLOUSULE 8.—REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgever moet, tensy hy dit alreeds gedoen het, ten opsigte van elke plek waar hy sake verrig, 'n verklaring in die vorm van Aanhangsel A van hierdie Ooreenkoms invul of opstel en sodanige verklaring by die sekretaris van die streekraad binne wie se regsgebied sodanige sakeonderneming geleë is, indien en wel nie later nie as 30 dae ná die datum—

- (a) waarop hierdie Ooreenkoms van krag word, in die geval van elke plek waar hy 'n sakeonderneming op daardie datum dryf, of
 - (b) waarop daar met die sakeonderneming op sodanige plek begin is.
- (2) Elke werkgever moet die sekretaris van die betrokke streekraad van enige verandering in die volgende in kennis stel binne een maand na sodanige verandering:—
- (a) Die eienaars; en/of
 - (b) die naam; en/of
 - (c) die adres van die sakeonderneming; en/of
 - (d) die name van die vennote, direkteurs of bestuurders.

KLOUSULE 9.—VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS.

Elke werkgever vir wie hierdie Ooreenkoms bindend is, moet ondergenoemde dokumente, wat in leesbare letters en in albei amptelike tale van die Republiek van Suid-Afrika gedruk is, op 'n opvallende plek wat gereedelik toeganklik is, op sy perseel opplak en opgeplak hou:—

- (a) 'n Kopie van hierdie Ooreenkoms;
- (b) 'n kennisgewing in die vorm voorgeskryf by die regulasies wat kragtens die Wet opgestel is, waarin die dag van die week of maand, na gelang van die geval, en die tyd waarop en plek waar lone gewoonlik elke week of elke maand, na gelang van die geval, betaal sal word, gemeld word;
- (c) 'n kennisgewing wat die amptelike adres van die Afdelingsinspekteur van Arbeid en van die sekretaris van die streekraad binne wie se regsgebied die werkgever sy sake doen, verstrekk;
- (d) 'n kennisgewing wat die begin- en sluitingstyd van elke skof meld in die geval van vul- en/of diensstasies waar arbeiders volgens 'n skofstelsel werk.

CLAUSE 10.—TIME AND WAGES REGISTER.

(1) Every employer shall in respect of, and at each place where he conducts business, keep available for inspection at all times and in the form prescribed by the regulations under the Act, an up to date record of the earnings paid to, and the time worked by each of his employees. All entries shall be in ink.

(2) Every employer shall retain the completed record referred to in sub-clause (1) of this clause for a period of three years subsequent to the date of any entry in it.

(3) Every employer shall upon the commencement of employment of every employee, enter into the record referred to in sub-clause (1) of this clause—

- (a) the name of the employee;
- (b) the class of his employment; and
- (c) the date of commencement of his employment.

(4) (a) Every employer shall have available for signature by his employees an attendance register in the form of Annexure F (6) to the Regulations to the Factories, Machinery and Building Works Act.

(b) Every employee shall on each working day and in accordance with the requirements of his employer record his correct times of arrival at, and departure from work and any employee who fails to observe the requirements of this sub-clause shall be guilty of an offence.

CLAUSE 11.—RETURNS TO THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, each employer shall on each pay-day deduct from the earnings of each of his employees other than apprentices, contributions as specified in sub-clause (2) of this clause. To the contributions so deducted, the employer shall add a like contribution and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Regional Council within the area of jurisdiction of which his place of business is situated under cover of, and together with particulars required in the form prescribed for this purpose by the Regional Council having jurisdiction.

(2) The contributions in terms of sub-clause (1) shall in all Regions be at the rates set out hereunder:—

- Labourers (irrespective of weekly wage), 2c per week;
- all other employees, 6c per week;

provided that where an employee receives wages, or has worked for less than 23 hours in a particular week, no contributions shall be payable by or in respect of him for that week.

(3) Notwithstanding the exclusion in sub-clause (1), the names of all apprentices must be shown on the form referred to in the said sub-clause.

(4) (a) Every employer shall immediately after he engages any person to work in his establishment as a B/A Journeyman or Machinist complete a notification of such engagement in the form of Annexure B.1 to this Agreement.

(b) Every employer shall immediately after a B/A Journeyman or Machinist resigns or is discharged from his employ, complete a notification of such resignation or dismissal in the form of Annexure B.2 to this Agreement.

(c) Every employer who completes a notification as prescribed in paragraphs (a) or (b) of this sub-clause shall despatch it within seven days of the event to which it relates to the Regional Council within whose area of jurisdiction his place of business is situated.

NOTE.—The following are the addresses of the various Regional Councils:—

- Region BR: P.O. Box 714, East London.
- Region EP: P.O. Box 3164, Port Elizabeth.
- Region NC: P.O. Box 446, Kimberley.
- Region NL: P.O. Box 2838, Durban.
- Region OFS: P.O. Box 910, Bloemfontein.
- Region TVL: P.O. Box 8477, Johannesburg.
- Region WP: P.O. Box 1946, Cape Town.

CLAUSE 12.—SUBSCRIPTIONS TO THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY STAFF ASSOCIATION, THE MOTOR INDUSTRY COLOURED WORKERS' UNION AND THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

(1) Every employer who is a member of the South African Motor Industry Employers' Association and/or South African Vehicle Builders' and Repairers' Association shall deduct from the wages of each of his employees concerned the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association or the Motor Industry Coloured Workers' Union and shall forward the amount thus deducted with the form prescribed by the Regional Council having thus deducted with the form prescribed by the Regional Council having jurisdiction, not later than the 10th day of the month following the month to which the subscriptions relate.

(2) Every employer who is a member of the South African Motor Industry Employers' Association shall not later than the 10th day of each month, unless he had paid such subscriptions direct to the said Association, forward to the Secretary of the Regional Council concerned with the form prescribed by the Regional Council having jurisdiction, one-twelfth of his annual subscriptions payable to the said Association.

KLOUSULE 10.—TYD- EN LOONREGISTER.

(1) Elke werkgever moet ten opsigte van en op elke plek waar hy sake verrig, te alle tye en in die vorm voorgeskrif by die regulasies wat kragtens die Wet opgestel is, 'n bygewerkte register van die verdienste wat betaal is aan en die tyd wat gewerk is deur elkeen van sy werknemers, beskikbaar hou vir inspeksie. Alle inskrywings moet met ink gedoen word.

(2) Elke werkgever moet die voltooide register bedoel in subklousule (1) van hierdie klousule, bewaar vir 'n tydperk van drie jaar ná die datum van enige inskrywing wat daarin voorkom.

(3) Elke werkgever moet by die indiensneming van elke werknemer, die volgende inskryf in die register bedoel in subklousule (1) van hierdie klousule:—

- (a) Die naam van die werknemer;
- (b) die klas werk wat hy doen; en
- (c) die datum waarop hy in diens geneem word.

(4) (a) Elke werkgever moet in die vorm van Aanhangsel F (6) van die regulasies op die Wet op Fabriek, Masjinerie en Bouwerk, 'n presensieregister beskikbaar hê wat deur sy werknemers geteken word.

(b) Elke werknemer moet op elke werkdag en ooreenkomstig die vereistes van sy werkgever, die korrekte tyd van sy aankoms by sy werk en die korrekte tyd van sy vertrek daarvandaan aanteken, en 'n werknemer wat versuim om die vereistes van hierdie subklousule na te kom, begaan 'n oortreding.

KLOUSULE 11.—UITGAWES VAN DIE RAAD.

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever op elke betaaldag van die verdienste van elkeen van sy werknemers, uitgesonderd vakleerlinge, die bydraes aftrek soos gespesifiseer in subklousule (2) van hierdie klousule. By die bydraes aldus afgetrek, moet die werkgever 'n bydrae voeg wat daaraan gelyk is en die totale bedrag van sodanige bydraes maand na maand en wel voor of op die 10de dag van die maand wat volg op dié waarop die bydraes betrekking het, stuur aan die Streekraad in wie se regsgebied sy sakeonderneming geleë is, en sodanige geldsending moet vergesel gaan van en onder dekking van die besonderhede vereis in die vorm wat vir hierdie doel voorgeskrif is deur die Streekraad wat jurisdiksie het.

(2) Die bydraes wat ingevolge subklousule (1) betaalbaar is, is in alle streke dié soos hieronder gemeld:—

- “Arbeiders (afgesien van hul weekloon), 2c per week;
- alle ander werknemers, 6c per week;

met dien verstande dat waar 'n werknemer 'n loon ontvang, of minder as 23 uur in 'n bepaalde week gewerk het, geen bydraes deur of namens hom vir daardie week betaalbaar is nie.

(3) Ondanks die uitsluiting in subklousule (1), moet die name van alle vakleerlinge gemeld word op die vorm wat in genoemde subklousule bedoel word.

(4) (a) Onmiddellik nadat hy iemand in diens geneem het om as 'n B/A-vakman of 'n Masjienwerker in sy bedryfsinrigting te werk, moet elke werkgever 'n kennisgewing van sodanige indiensneming in die vorm van Aanhangsel B.1 van hierdie Ooreenkoms invul.

(b) Onmiddellik nadat 'n B/A-vakman of 'n Masjienwerker bedank of uit sy werk ontslaan word, moet elke werkgever 'n kennisgewing van sodanige bedanking of ontslag in die vorm van Aanhangsel B.2 van hierdie Ooreenkoms invul.

(c) Elke werkgever wat 'n kennisgewing soos dié voorgeskrif by paragraaf (a) of (b) van hierdie subklousule ingevul het, moet dit binne 7 dae ná die gebeurtenis waarop dit betrekking het, aan die streekraad stuur in wie se regsgebied sy besigheidsplek geleë is.

(OPMERKING.—Die adresse van die Sekretarisse van die verskillende streekraade is soos volg:—

- Streek BR: Posbus 714, Oos-Londen;
- Streek EP: Posbus 3164, Port Elizabeth;
- Streek NC: Posbus 446, Kimberley;
- Streek NL: Posbus 2838, Durban;
- Streek OFS: Posbus 910, Bloemfontein;
- Streek TVL: Posbus 8477, Johannesburg;
- Streek WP: Posbus 1946, Kaapstad.)

KLOUSULE 12.—BYDRAES TOT DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY STAFF ASSOCIATION, DIE MOTOR INDUSTRY COLOURED WORKERS' UNION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYER'S ASSOCIATION.

(1) Elke werkgever wat lid is van die South African Motor Industry Employers' Association en/of die South African Vehicle Builders' and Repairers' Association, moet van die lone van elkeen van sy betrokke werknemers die bedrag van die ledegedelgte aftrek wat deur sodanige werknemers betaalbaar is aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association of die Motor Industry Coloured Workers' Union en moet die bedrag aldus afgetrek, saam met die vorm voorgeskrif deur die streekraad wat regsbevoegdheid het, aan die Sekretaris van die betrokke streekraad stuur voor of op die 10de dag van die maand wat volg op die maand waarop die ledegedelgte betrekking het.

(2) Elke werkgever wat lid is van die South African Motor Industry Employers' Association, moet voor of op die 10de dag van elke maand 1/12de van sy jaarlikse ledegedelgte wat aan genoemde Vereeniging betaalbaar is, saam met die vorm voorgeskrif deur die streekraad wat regsbevoegdheid het, aan die sekretaris van die betrokke streekraad stuur, tensy hy sodanige ledegedelgte regstreeks aan genoemde Vereniging betaal het.

(3) Subscriptions received by the Council in accordance with the provisions of sub-clauses (1) and (2), of this clause on behalf of the South African Motor Industry Employers' Association, the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the Motor Industry Coloured Workers' Union, shall be paid to those organisations by not later than the 10th day of the month following that during which the subscriptions were received.

CLAUSE 13.—TRADE UNION LABOUR.

(1) Save as is otherwise provided in this Agreement and subject to the provisions of section 51 (10) and (11) of the Act—

(a) no member of any of the trade unions shall accept employment with any employer who is not a member of any of the employers' organisations or remain in the employment of any employer whose membership of any of the employers' organisations has terminated, after having been informed by the Secretary of the Regional Council concerned of such termination of membership;

(b) no member of either of the employers' organisations shall engage any employee who is unable to produce a membership card issued by one of the trade unions who are parties to this Agreement, provided that any employee who is not in possession of such membership card may be employed subject to application being made forthwith to the relevant trade union for membership as from the date of engagement;

(c) if any application such as is referred to in paragraph (b) of this sub-clause is rejected by the trade union to which it is addressed, the employer shall on receipt of such notice of rejection of the application give the employee immediate notice of termination of employment as provided by this Agreement.

(2) This clause shall not apply—

(a) in the case of office, stores, sales and clerical employees who are not illegible for membership of any of the trade unions; or who are in receipt of remuneration in excess of R2,112 per annum in any A Area or R1,848 per annum in any other area. For the purpose of this paragraph, "remuneration" shall not include commission on sales;

(b) in respect of an immigrant during his first year after the date of his entry into the Republic of South Africa; provided that:—

(i) If any immigrant has at any time after the first three months of his employment in the Industry refused an invitation from any of the trade unions concerned to become a member thereof the provisions of this clause shall immediately come into operation; and

(ii) every employer shall, immediately after an immigrant commences employment with him, inform the Secretary of the Regional Council in whose area his establishment operates, of the fact that he has engaged an immigrant, and of the name of and date of engagement of such immigrant;

(c) apart from the rights of an aggrieved person in terms of section 51 (10) of the Act, where, in the opinion of the Council, membership of a party to this Agreement has been refused or terminated without reasonable cause and the applicant has reported such refusal to the Council within 21 days thereof;

(d) to apprentices and to employees for whom wages are prescribed in Schedule C to clause 25;

(e) to directors (of limited liability companies) who are vested with authority to engage or dismiss staff and determine or assist in determining the policy of their company.

(3) Proof of membership of any of the trade unions concerned shall be the production of a membership card issued by the relevant trade union and, in the case of the Motor Industry Employees' Union of South Africa and the Motor Industry Coloured Workers' Union bearing a record of the grade in which the membership of such member has been registered.

CLAUSE 14.—ANNUAL LEAVE.

Definitions.

For the purpose of this clause—

(1) "Leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of section A of this clause.

(2) The terms "employment" and "shift" shall be deemed to include—

(a) shifts which are of shorter duration than those permitted in terms of this Chapter, because—

(i) the employee arrived late at his place of work, but such lateness did not exceed half-an-hour, or

(ii) short-time was worked, or

(iii) such shorter shifts were worked with the permission of the employer.

(3) Ledegelde wat die Raad ooreenkomstig die bepalings van subklousules (1) en (2) van hierdie klousule ten behoeve van die S.A. Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Coloured Workers' Union ontvang, moet voor of op die 10de dag van die maand wat volg op die maand waarin sodanige ledegelde ontvang is, aan genoemde organisasies betaal word.

KLOUSULE 12.—VAKVERENIGINGARBEID.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms en die bepalings van artikel 51 (10) en (11) van die Wet—

(a) mag geen lid van enigeen van die vakverenigings by 'n werkgever wat nie lid van enigeen van die werkgevers-organisasies is nie, diens aanvaar of in die diens van 'n werknemer wie se lidmaatskap van enigeen van die werkgeversorganisasies beëindig is, bly nie nadat die sekretaris van die betrokke streekraad hom van sodanige beëindiging van lidmaatskap in kennis gestel het;

(b) mag geen lid van enigeen van die werkgeversorganisasies 'n werknemer in diens neem wat nie in staat is om 'n lidmaatskapkaart te toon wat uitgereik is deur enigeen van die vakverenigings wat partye by hierdie Ooreenkoms is nie, met dien verstande dat 'n werknemer wat geen sodanige lidmaatskapkaart besit nie, in diens geneem mag word op voorwaarde dat aansoek onverwylde by die betrokke vakvereniging gedoen word om lidmaatskap met ingang van die datum van indiensneming te verkry;

(c) moet die werkgever, indien 'n aansoek soos dié bedoel in paragraaf (b) van hierdie subklousule, deur die vakvereniging aan wie dit gerig is, afgewys word, by ontvangs van sodanige kennisgewing van afwysing van die aansoek, die werknemer onverwylde kennis van diensbeëindiging gee, soos by hierdie Ooreenkoms voorgeskryf.

(2) Hierdie klousule is nie van toepassing nie—

(a) in die geval van kantoor-, pakhuis-, verkoops- en klerklike werknemers wat nie vir lidmaatskap van enigeen van die vakverenigings in aanmerking kom nie of wat in ontvangs is van 'n besoldiging van meer as R2,112 per jaar in enige A-gebied of R1,848 per jaar in enige ander gebied. Vir die toepassing van hierdie paragraaf omvat "besoldiging" geen kommissie op verkope nie;

(b) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat—

(i) as 'n immigrant te eniger tyd na die eerste 3 maande van sy diens in die Nywerheid 'n uitnodiging van enigeen van die betrokke vakverenigings om lid daarvan te word, geweier het, die bepalings van hierdie klousule onmiddellik in werking tree; en

(ii) elke werkgever, onmiddellik nadat 'n immigrant by hom begin werk het, die Sekretaris van die Streekraad in wie se gebied sy bedryfsinrigting sake doen, in kennis moet stel van die feit dat hy 'n immigrant in diens geneem het en van die naam en die datum van indiensneming van sodanige immigrant;

(c) in gevalle waar, afgesien van die regte van 'n verontregte persoon kragtens die bepalings van artikel 51 (10) van die Wet, die lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder redelike gronde geweier of beëindig is en die applikant sodanige weiering binne 21 dae daarna aan die Raad gerapporteer het;

(d) op vakleerlinge en op werknemers vir wie lone in Bylae C van klousule 25 voorgeskryf word;

(e) op direkteurs (van maatskappye met beperkte aanspreeklikheid wat magtiging verleen is om personeel in diens te neem of te ontslaan of die beleid van hul maatskappye bepaal of help bepaal.

(3) Bewys dat 'n persoon lid van enigeen van die betrokke vakverenigings is, is die vertoning van 'n lidmaatskapkaart wat deur die betrokke vakvereniging uitgereik is en waarin, in die geval van die Motor Industry Employees' Union of South Africa en die Motor Industry Coloured Workers' Union, die graad waarin sodanige persoon as lid geregistreer is, aangeteken is.

KLOUSULE 14.—JAARLIKSE VERLOF.

Woordomskrywing.

Vir die toepassing van hierdie klousule—

(1) beteken "verloftydkring" die tydperk waarin 'n werknemer 3 weke verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule verdien;

(2) word die woorde "diens" en "skof" geag die volgende in te sluit—

(a) skofte wat korter duur as dié wat ingevolge hierdie Hoofstuk toegelaat word, omdat—

(i) die werknemer laat by sy werkplek aangekom het, maar sodanige laatkom nie 'n halfuur te bowe gegaan het nie, of

(ii) korttyd gewerk is; of

(iii) sodanige korter skofte met die toestemming van die werkgever gewerk is;

(b) Shifts which the employee concerned normally would have worked but did not work because he was—

- (i) absent on paid leave in terms of this Agreement;
- (ii) required to undergo training in terms of the Defence Act (Act No. 44 of 1957), to the extent of a maximum period of four months per year;
- (iii) absent from work on the instruction or at the request of his employer;
- (iv) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding thirty days in any leave cycle;
- (v) absent from work on any of the public holidays referred to in clause 15 (1) (a) of this Chapter.

Provided that an employee who, after the expiration of his annual leave ends his employment by desertion, shall have no claim in respect of (b) (i) above of this definition.

(3) "remuneration" means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of a period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment.

NOTE.—A "bonus regularly paid to the employee" in terms of this definition does not include Commissions.

NOTE.—The remainder of this clause is subdivided into 4 sections as follows:—

Section A which deals with annual leave and determines, *inter alia*, such matters as who shall be entitled to annual leave, the period of annual leave to be granted to employees, when leave shall become due, the calculation of leave pay, etc.;

Section B which contains provisions relating to accrued leave pay;

Section C which contains provisions relating to additional holiday pay; and

Section D which contains provisions for the administration of a "contingency reserve".

SECTION A.—ANNUAL LEAVE.

(1) Three consecutive weeks' annual leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Training of Artisans Act, who have completed with the same employer since the date of engagement or from the date on which the previous annual leave fell due (whichever is the later) the period of continuous employment set out in the Schedule to this sub-clause.

Schedule.

(a) Weekly paid employees, other than watchmen, and labourers employed at a parking garage exclusively on the duties connected with night parking service—

- (i) normally working a 5½-day week: 313 shifts excluding overtime;
- (ii) normally working a 5-day working week: 261 shifts excluding overtime.

(b) Monthly paid employees, watchmen, and labourers employed at a parking garage exclusively on the duties connected with night parking services: 12 months.

(2) Annual leave shall become due immediately an employee has completed the qualifying period specified in sub-clause (1) of this section, but it may be taken before or after it becomes due if—

- (a) the exigencies of the employer's business so require; or
- (b) the employer and the employee so agree;

provided that annual leave shall in no circumstances be taken more than two months *before* due date, nor delayed for more than four months *after* due date unless the employee and the employer concerned have, before the expiry of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.

(3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) (a) If any of the paid public holidays referred to in paragraph (a) of clause 15 (1) of this Chapter falls on a working day within the period of leave of an employee, one working day on full pay shall be added to the said period of leave in respect of such public holiday.

(b) skofte wat die betrokke werknemer normaalweg sou gewerk het maar nie gewerk het nie omdat hy—

- (i) afwesig was met verlof met betaling ingevolge hierdie Ooreenkomms;
- (ii) opleiding ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957) tot 'n maksimum tydperk van 4 maande per jaar moes ondergaan;
- (iii) afwesig was van die werk op las of op versoek van sy werkgever;
- (iv) afwesig was van die werk weens siekte of 'n ongeluk wat altesaam 'n tydperk van hoogstens 30 dae in 'n verloftydkring bedra;
- (v) van die werk afwesig was op enigeen van die openbare vakansiedae in kousule 15 (1) (a) van hierdie Hoofstuk bedoel;

Met dien verstande dat 'n werknemer wat, na die verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van (b) (i) hierbo van hierdie woordomskrywing kan instel nie.

(3) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkomms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en word die bedrag van sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang of wat hom toegeval het ten opsigte van 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig.

(OPMERKING.—'n "Bonus wat gereeld aan die werknemer betaal word" behels nie, ingevolge hierdie woordomskrywing, kommissie nie.)

(OPMERKING.—Die res van hierdie kousule is in 4 afdelings en wel soos volg verdeel:—

Afdeling A, wat oor jaarlikse verlof handel en o.a. sodanige sake bepaal as wie op jaarlikse verlof geregtig is, die tydperk van jaarlikse verlof wat aan werknemers toegestaan moet word, wanneer verlof hulle toeval, die berekening van verlofbesoldiging, ens.;

Afdeling B, wat bepalinge met betrekking tot opgelope verlof besoldiging bevat;

Afdeling C, wat bepalinge met betrekking tot addisionele vakansiebesoldiging bevat; en

Afdeling D, wat bepalinge vir die administrasie van 'n "Gebeurlikheidsreserwe" bevat.)

AFDELING A.—JAARLIKSE VERLOF.

(1) Drie weke jaarlikse verlof met volle besoldiging moet toegestaan word aan alle werknemers, met inbegrip van vakleerlinge en kwekelinge wat opleiding ooreenkomstig die Wet op Opleiding van Ambagsmanne ondergaan, wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof hulle toegeval het (naamlik die jongste datum) die tydperke van deurlopende diens wat in die Bylae van hierdie kousule vermeld word, by dieselfde werkgever voltooi het.

Bylae.

(a) Weekliks besoldigde werknemers uitgesonderd wagte en arbeiders wat by parkeergarages uitsluitlik in diens is vir die werk wat in verband met nagparkeerdienste gedoen word—

- (i) wat normaalweg 5½ dae per week werk: 313 skofte, uitgesonderd oortyd;
- (ii) wat normaalweg 5 dae per week werk: 261 skofte, uitgesonderd oortyd.

(b) Maandeliks besoldigde werknemers, wagte en arbeiders wat by parkeergarages uitsluitlik in diens is vir die werk wat in verband met nagparkeerdienste gedoen word: 12 maande.

(2) Jaarlikse verlof val 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk voltooi het wat in subkousule (1) van hierdie Afdeling gespesifiseer word, maar dit kan geneem word vóór of nadat dit hom toeval indien—

(a) die behoeftes van die werkgever se besigheid dit aldus vereis; of

(b) die werkgever en die werknemer aldus ooreenkom; met dien verstande dat jaarlikse verlof onder geen omstandighede meer as 2 maande *voor* die toevaldatum geneem moet word nie of dat dit meer as 4 maande *na* die toevaldatum uitgestel word nie, tensy die betrokke werknemer en werkgever vóór die verstryking van sodanige tydperk van 4 maande skriftelik daartoe ooreengekom het, en mag nie langer as 6 maande ná die toevaldatum uitgestel word nie.

(3) Behoudens subkousule (1) van hierdie Afdeling word besoldiging vir jaarlikse verlof bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem, en moet die werkgever dit op die laaste werkdag vóór die aanvang van sy verlof aan hom betaal.

(4) (a) Indien enigeen van die besoldigde openbare vakansiedae wat in paragraaf (a) van kousule 15 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die tydperk van 'n werknemer se verlof val, moet 1 werkdag met volle besoldiging by genoemde tydperk van verlof ten opsigte van sodanige openbare vakansiedag gevoeg word.

(b) If any paid public holiday other than those referred to in paragraph (a) of clause 15 (1) of this Chapter falls on a working day within the period of leave of an employee for whom wages are prescribed in Schedule B to clause 25, other than an employee who falls into the classification of workshop administrative staff and supply salesman, one working day on full pay shall be added to the said period of leave in respect of each such holiday.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor, unless the employee so requests in writing, with any period during which an employee is undergoing training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in clause 42, shall not be counted as part of such employee's annual leave.

(6) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the industry during the period of his leave.

(7) Except as provided elsewhere in this Agreement, no deductions from leave pay shall be made as a set-off against any moneys which may be owing to the employer.

(8) On the termination of the services of an employee who has qualified for annual leave in terms of sub-clause (1) of this section, but who has not been granted or has not taken his leave at the date of such termination, an amount of leave pay calculated in accordance with the provisions of sub-clause (1) of Section B of this clause shall be paid by his employer.

SECTION B.—ACCRUED LEAVE PAY.

(1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of "shifts" at the beginning of this clause, an employee who is discharged from or who leaves his employment before he has qualified for annual leave in terms of sub-clause (1) of Section A of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each five or six shifts of employment according to whether the employee normally works a 5 or a 5½-day week, from the date of beginning work with the employer or from the date on which his last leave became due whichever is the later.

(2) (a) In the case of all employees other than journeymen the accrued leave pay referred to in sub-clause (1) of this section shall be paid direct to the employee on termination of service.

(b) In the case of journeymen accrued leave pay shall not be handed to or taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(c) An employer when making payment in terms of paragraph (b) of this sub-clause shall complete, in quadruplicate, a leave pay voucher in the form prescribed in Annexure C to this Agreement, shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council concerned, and hand the remaining two copies to the journeyman concerned, who shall forthwith sign and forward one copy to the Secretary of the Regional Council and retain the other copy for purposes of paragraph (d) of this sub-clause.

(d) Where a journeyman, who has been discharged from or has left his employment before he has qualified for annual leave enters the service of another employer in the Motor Industry, the following provisions shall apply:—

(i) The journeyman must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause;

(ii) the journeyman's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) of Section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay vouchers handed by him to the new employer;

(iii) two weeks before the journeyman is due to take paid leave from the new employer the copy leave pay voucher handed by the journeyman to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher;

(iv) the new employer shall pay to the journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of sub-clause (1) of this Section;

(v) a journeyman who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.

(b) Indien enige ander besoldigde openbare vakansiedag as dié bedoel in paragraaf (a) van klousule 15 (1) van hierdie Hoofstuk, op 'n werkdag binne die verloftydperk val van 'n werknemer vir wie 'n loon in Bylae B van klousule 25 voorgeskryf word, uitgesonderd 'n werknemer wat ingedeel word onder administratiewe werkwinkelpersoneel en leweransiervkoper, moet 1 werkdag met volle besoldiging by genoemde verloftydperk ten opsigte van iedere sodanige vakansiedag gevoeg word.

(5) (a) Jaarlikse verlof mag nie saamval met enige tydperk waartydens die werknemer onder kennisgewing van diensbeëindiging staan en ook nie, tensy die werknemer skriftelik aldus versoek, met enige tydperk waarin 'n werknemer militêre opleiding ingevolge die Verdedigingswet, 1957, ondergaan nie.

(b) Enige tydperk waartydens 'n werknemer met siekteverlof is soos in klousule 42 voorgeskryf, word nie as deel van sodanige werknemer se jaarlikse verlof getel nie.

(6) Geen werknemer mag sy gewone beroep gedurende die tydperk van sy verlof beoefen nie en geen werkgever mag van enige werknemer vereis of willens of wetens toelaat dat hy gedurende die tydperk van sy verlof in die Nywerheid werk nie.

(7) Uitgesonderd soos elders in hierdie Ooreenkoms bepaal, mag geen bedrae van verlofbesoldiging as 'n skuldverrekening afgetrek word van enige gelde wat aan die werkgever verskuldig mag wees nie.

(8) By die beëindiging van die diens van 'n werknemer wat vir jaarlikse verlof ingevolge subklousule (1) van hierdie Afdeling gekwalifiseer het maar aan wie sy verlof nie aan hom toegestaan is of hy dit nie geneem het by die datum van sodanige beëindiging nie, moet die werkgever hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalinge van subklousule (1) van Afdeling B van hierdie klousule.

AFDELING B.—OPGELOPE VERLOFBESOLDIGING.

(1) Behoudens die bepalinge van subklousule (3) van hierdie Afdeling en die voorbehoudsbepaling by die omskrywing van "skofte" aan die begin van hierdie klousule, is 'n werknemer wat uit sy diens ontslaan word of dit verlaat voordat hy vir jaarlikse verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlofbesoldiging gelyk aan 3/52stes van een week se besoldiging vir elke 5 of 6 skofte diens afhangende van die vraag of die werknemer normaalweg 5 of 5½ dae per week werk, vanaf die datum waarop hy by die werkgever begin werk het, of vanaf die datum waarop verlof hom laaste toegeval het, nl. die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, moet die opgelope verlofbesoldiging in subklousule (1) van hierdie Afdeling bedoel, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne moet opgelope verlofbesoldiging nie aan die werknemer oorhandig of deur hom geneem word nie, maar moet dit onmiddellik by diensbeëindiging deur die werkgever aan die Sekretaris van die Streekraad met regsbevoegdheid, gestuur word.

(c) Wanneer 'n werkgever betaling ingevolge paragraaf (b) van hierdie subklousule doen, moet hy 'n verlofbetaalbewys in viervoud invul en wel in die vorm in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, een kopie hou, een kopie aan die Sekretaris van die betrokke Streekraad stuur en die oorblywende twee kopieë aan die betrokke vakman oorhandig, wat een kopie onverwyld moet onderteken en dit aan die Sekretaris van die Streekraad moet stuur en die ander kopie vir die toepassing van paragraaf (d) van hierdie subklousule moet hou.

(d) Waar 'n vakman wat uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, in diens van 'n ander werkgever in die Motornywerheid tree, is die volgende bepalinge van toepassing:—

(i) Die vakman moet aan die nuwe werkgever kopieë voorlê van verlofbetaalbewyse wat deur vorige werkgevers in die Motornywerheid aan hom uitgereik en ingevolge paragraaf (c) van hierdie subklousule deur hom gehou is.

(ii) Die vakman se verlof val hom toe wanneer hy 'n aantal skofte of 'n tydperk gelyk aan dié in die Bylae van subklousule (1) van Afdeling A van hierdie klousule voorgeskryf, by die nuwe werkgever gewerk het, min die gesamentlike getal skofte of tydperke wat aangedui word op die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgever oorhandig het.

(iii) Twee weke voordat die vakman verlof met besoldiging by die nuwe werkgever neem, moet die afskrif van die verlofbetaalbewys wat die vakman aan sy nuwe werkgever oorhandig het, onderteken en aan die betrokke Streekraad gestuur word en moet aansoek om betaling van die bedrag van die bewys gedoen word.

(iv) Die nuwe werkgever moet aan die vakman, wanneer hy sy verlof met besoldiging neem, die bedrag aan verlofbesoldiging wat ingevolge subklousule (1) van hierdie Afdeling vir hom opgeloop het, aan die vakman betaal.

(v) Aan 'n vakman wat sy diens verlaat nadat sy verlof hom toegeval het maar voordat dit toegestaan is, moet die bedrag wat as verlofbesoldiging aan hom verskuldig is wanneer sy verlof hom toeval, deur die werkgever betaal word en moet self van die betrokke Streekraad die bedrag van enige verlofbetaalbewys in sy besit, eis deur dit te onderteken en aan die Sekretaris van die Streekraad te stuur.

(3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(4) All amounts received in respect of leave pay, shall be placed in a special account operated by Regional Councils.

(5) Accrued leave pay held on behalf of a journeyman shall be paid to him—

(a) if he leaves the Industry, subject to sub-clause (3) of this Section on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave; or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY.

(1) Every employer shall in respect of every journeyman and B/A journeyman employed by him pay additional holiday pay of R2 for each week of employment; provided that—

(a) where a journeyman or B/A journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall be payable on behalf of such employee in respect of that week, unless such lesser wages are attributable to absence from work—

(i) owing to sickness or accident not exceeding in the aggregate 30 days in any year;

(ii) because of short-time; or

(iii) on military training as provided in subparagraph (b) (ii) of sub-clause (2) of the definitions at the beginning of this clause;

(b) where in any leave cycle a journeyman or B/A journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 40c in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of sub-clause (3) of this section, the amounts payable in terms of sub-clause (1) of this section shall be remitted by the employer monthly, but not later than the 10th day of the month following that to which such amounts refer, to the Secretary of the Regional Council in whose area of jurisdiction his establishment is situated, under cover of and together with particulars required in the form prescribed for this purpose by the Regional Council concerned.

(3) (a) In cases where a journeyman or B/A journeyman has been absent from work for the reasons specified under (i) and (ii) of proviso (a) of sub-clause (1) of this section, the additional holiday pay payable in terms of sub-clause (1) of this section shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

(b) In cases where a journeyman or B/A journeyman has been absent from work for the reason specified under (iii) of proviso (a) of sub-clause (1) of this section, the additional holiday pay payable in terms of sub-clause (1) of this section shall be paid by the employer direct to the beneficiary when he qualifies for or takes his annual leave.

(4) The additional holiday pay payable in terms of sub-clause (1) of this section shall be payable to journeymen and B/A journeymen when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(5) Subject to the provisions of sub-clause (4) of clause 36 no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(6) The provisions of sub-clauses (3), (4) and (5) of Section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

SECTION D.—CONTINGENCY RESERVE.

(1) Leave pay and additional holiday pay in the possession of Regional Councils and unclaimed after the expiry of three years from the date of receipt shall be paid to a contingency reserve (hereinafter referred to as "the reserve") which shall be utilised for the benefit of employees in the Industry as the Council may determine; provided that—

(a) any such leave pay or additional holiday pay or portion thereof as the Council may regard as being in excess of what is required to finance the reserve, shall be forfeited to the Council;

(b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.

(3) Opgelope verlofbesoldiging wat deur 'n Streekraad of deur 'n werkgewer namens 'n werknemer gehou word wat om gesondheidsredes of enige ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgelde verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(4) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang is, moet in 'n spesiale rekening wat deur Streekrade in stand gehou word, geplaas word.

(5) Opgelope verlofbesoldiging wat namens 'n vakman gehou word, moet aan hom betaal word—

(a) indien by die Nywerheid verlaat, behoudens subklousule (3) van hierdie Afdeling, by die verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin oploop het;

(b) terwyl hy in die Nywerheid in diens is, wanneer hy met jaarlikse verlof gaan;

of eerder, na goedvinde van die betrokke Streekraad.

AFDELING C.—ADDISIONELE VAKANSIEBESOLDIGING.

(1) Elke werkgewer moet ten opsigte van elke vakman en B/A-vakman in sy diens addisionele vakansiebesoldiging van R2 vir elke week diens betaal; met dien verstande dat—

(a) waar 'n vakman of B/A-vakman 'n loon vir minder as 23 skofte altesaam in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging aan sodanige werknemer ten opsigte van daardie week betaalbaar is nie, tensy sodanige kleiner loon toe te skryf is aan afwesigheid van die werk—

(i) weens siekte of 'n ongeluk wat altesaam hoogstens 30 dae in 'n bepaalde jaar duur;

(ii) weens korttyd; en/of

(iii) omdat hy militêre opleiding ondergaan soos bepaal in subparagraaf (b) (ii) van subklousule (2) van die woordskrywings aan die begin van hierdie klousule;

(b) waar 'n vakman of B/A-vakman in enige verloftydkring 30 dae lank weens siekte of 'n ongeluk van die werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met 40c ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk, mag verminder.

(2) Behoudens die bepalinge van subklousule (3) van hierdie Afdeling moet die werkgewer die bedrae wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, maandeliks maar voor of op die 10de dag van die maand wat volg op die maand waarop sodanige bedrae betrekking het, aan die Sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur, saam met die besonderhede wat vereis word in die vorm wat vir hierdie doel deur die betrokke Streekraad voorgeskryf word.

(3) (a) In gevalle waar 'n vakman of 'n B/A-vakman van die werk afwesig was om die redes gespesifiseer onder (i) en (ii) van voorbehoudsbepaling (a) van subklousule (1) van hierdie Afdeling, moet die addisionele vakansiebetaling wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, regstreeks deur die werkgewer aan die begunstigde betaal word op of voor die betaaldag wat binne sy tydperk van afwesigheid val.

(b) In gevalle waar 'n vakman of 'n B/A-vakman van die werk afwesig was om die rede gespesifiseer onder (iii) van voorbehoudsbepaling (a) van subklousule (1) van hierdie Afdeling, moet die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, regstreeks deur die werkgewer aan die begunstigde betaal word wanneer hy vir sy jaarlikse verlof kwalifiseer of dit neem.

(4) Die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie Afdeling, is betaalbaar aan vakmanne en B/A-vakmanne wanneer hulle met jaarlikse verlof gaan, en aansoek daarvoor moet minstens 2 weke voor 'n vakman se verlof moet begin, by die betrokke streeksekreteraris ingedien word.

(5) Behoudens die bepalinge van subklousule (4) van klousule 36 mag geen bedrag van addisionele vakansiebesoldiging agtergehou word as skuldvergelyking vir enige geld wat aan die werkgewer verskuldig mag wees nie.

(6) Die bepalinge van subklousules (3), (4) en (5) van Afdeling B van hierdie klousule is *mutatis mutandis* ten opsigte van addisionele vakansiebesoldiging van toepassing.

AFDELING D.—GEBEURLIKHEIDSRERWE.

(1) Verlofbesoldiging en addisionele vakansiebesoldiging in die besit van Streekrade en wat onopgeëis is ná die verstryking van 3 jaar vanaf die datum van ontvangs, moet aan 'n Gebeurlikheidsreserwe (hieronder "die Reserwe" genoem) betaal word, wat benut moet word tot voordeel van werknemers in die Nywerheid, soos die Raad kan bepaal; met dien verstande dat—

(a) enige sodanige verlofbesoldiging of addisionele vakansiebesoldiging (of gedeelte daarvan) wat die Raad beskou as synde meer as wat nodig is om die Reserwe te finansier, aan die Raad verbeur word;

(b) enige verlofbesoldiging of addisionele vakansiebesoldiging wat aan die Raad verbeur is of ingevolge hierdie subklousule aan die Reserwe betaal is, en wat daarna deur die begunstigde opgeëis word, na goedvinde van die Raad uitbetaal kan word.

(2) The reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Secretary for Labour.

(3) In the event of the dissolution of the Council any moneys standing to the credit of the reserve shall at the time of such dissolution be deemed to constitute a portion of the Council's cash assets and shall be dealt with accordingly.

(4) Subject to the provisions of sub-clause (3) of this section, in the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the reserve shall continue to be administered in terms of sub-clause (2) of this section; provided that if another Agreement for the Industry is not negotiated within a period of two years after such expiry or cessation, any moneys standing to the credit of the reserve shall be forfeited to the Council.

(5) The cost of administering the reserve and the special account referred to in Section B of this clause, shall be borne by Regional Councils which may at their discretion invest any of the funds on hand with a approved bank and/or building society and any interest accruing from such investment shall be retained by such Regional Councils to defray costs of administration of the reserve and of the said special account.

CLAUSE 15.—PAYMENT FOR PUBLIC HOLIDAYS.

(1) (a) All employees shall be entitled to leave on full pay on the undermentioned statutory public holidays:—

New Year's Day, Good Friday, Ascension Day, Family Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

(b) All employees for whom wages are prescribed in Schedule B to clause 25 other than workshop administrative staff and supply salesmen, in addition to the public holidays enumerated in paragraph (a) shall be granted leave on full pay on all other statutory public holidays.

(c) Where any statutory public holiday falls on a Sunday, the following Monday shall for purposes of this clause be deemed to be that particular holiday, and where Christmas Day falls on a Sunday the following Tuesday shall be deemed to be Boxing Day.

(2) Subject to the terms of sub-clause (1) hereof whenever an employee other than a watchman, works on any statutory public holiday in respect of which he is entitled to leave on full pay in terms of sub-clause (1), his employer shall in addition to his normal remuneration for such day, pay him—

(a) remuneration at a rate not less than his hourly wage for each hour or part of an hour worked up to 8 hours; and

(b) double his hourly wage for each hour or part of an hour worked in excess of 8 hours on such day.

(3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee other than a watchman who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause (4) of clause 30.

(4) If an employer wishes to close his establishment on any statutory public holiday other than those referred to in paragraph (a) of sub-clause (1), he shall—

(a) pay office, stores, sales and clerical employees, apprentices and, except in Region WP, employees for whom wages of R6 or less per week are prescribed in this Agreement, the remuneration they would have received if they had worked on such day;

(b) if he had displayed not later than 3 hours before the ordinary stopping time on the last working day prior to such public holiday at a place readily accessible to his employees, a notice stating the period during which employees other than those for whom the basis of remuneration is prescribed in paragraph (a) of this sub-clause) would not be required to work, pay—

(i) journeymen not less than R2 for such statutory public holiday;

(ii) all other employees, not elsewhere referred to in this sub-clause including in the case of Region WP employees for whom wages of R6 or less per week are prescribed in this Agreement, not less than 1/15th of a week's wages;

(c) if he closes his establishment without displaying the notice in terms of paragraph (b) of this sub-clause, pay all his employees not less than the remuneration they would have received if they had worked their ordinary hours on that day of the week.

(5) An employer who requires a journeyman to work on a statutory public holiday in respect of which his establishment has been closed in terms of sub-clause (4) (b) hereof, shall pay such journeyman R4 plus the remuneration he would pay in terms of clauses 25 and 30 for work on a normal working day.

(6) A labourer who has been given not less than 3 days' notice by his employer that he will be required to attend his place of employment to perform any of the duties listed in section (a) of

(2) Die Reserwe moet deur die Streekraade geadministreer word ooreenkomstig die beginsels wat deur die Raad geformuleer is, en 'n kopie van die memorandum wat sodanige beginsels bevat asook besonderhede van enige wysigings, moet by die Sekretaris van Arbeid ingedien word.

(3) Ingeval die Raad ontbind word, moet enige gelde wat ten tyde van sodanige ontbinding in die krediet van die Reserwe staan, geag word as synde 'n gedeelte van die Raad se kontantbates, en moet daar dienooreenkomstig mee gehandel word.

(4) Behoudens die bepalings van subklousule (3) van hierdie Afdeling, moet die Reserwe, ingeval hierdie Ooreenkoms verstryk weens verloop van tyd of staking daarvan om enige ander rede, steeds ooreenkomstig subklousule (2) van hierdie Afdeling geadministreer word; met dien verstande dat indien 'n ander Ooreenkoms vir die Nywerheid nie binne 'n tydperk van 2 jaar ná sodanige verstryking of staking aangegaan is nie, enige gelde in die krediet van die Reserwe aan die Raad verbeur word.

(5) Die koste van die administrasie van die Reserwe en die spesiale rekening in Afdeling B van hierdie klousule bedoel, word gedra deur Streekraade wat na eie goedvinden enige van die fondse voorhande by 'n erkende bank en/of bouvereniging kan belê, en enige rente wat van sodanige belegging oploop, moet deur sodanige Streekraade gehou word om administrasiekoste van die Reserwe en van genoemde spesiale rekening te bestry.

KLOUSULE 15.—BESOLDIGING VIR OPENBARE VAKANSIEDAE.

(1) (a) Alle werknemers is geregtig op verlof met volle besoldiging op ondergenoemde openbare vakansiedae:—

Nuwejaarsdag, Goeie Vrydag, Hemelvaartdag, Gesinsdag, Krugerdag, Geloftedag, Kersdag en Tweede Kersdag.

(b) Alle werknemers vir wie lone in Bylae B van klousule 25 voorgeskryf word, uitgesonderd werkwinkeladministrasiepersoneel en leweransierverkopers, moet, benewens die openbare vakansiedae wat in paragraaf (a) opgenoem word, verlof met volle besoldiging op alle ander wetterregtelike openbare vakansiedae toegestaan word.

(c) Wanneer enigeen van hierdie wetterregtelike openbare vakansiedae op 'n Sondag val, word die daaropvolgende Maandag vir die toepassing van hierdie klousule geag daardie bepaalde vakansiedag te wees, en waar Kersdag op 'n Sondag val, word die daaropvolgende Dinsdag geag Tweede Kersdag te wees.

(2) Behoudens die bepalings van subklousule (1) hiervan, wanneer 'n werknemer, uitgesonderd 'n wag, op enigeen van die wetterregtelike openbare vakansiedae werk ten opsigte waarvan hy kragtens subklousule (1) geregtig is op verlof met volle besoldiging, moet sy werkgever hom, benewens sy gewone besoldiging vir sodanige dag, die volgende aan hom betaal:—

(a) Besoldiging teen minstens sy uurloon vir elke uur of gedeelte van 'n uur gewerk, tot 8 uur; en

(b) dubbel sy uurloon vir elke uur of gedeelte van 'n uur langer as 8 uur op sodanige dag gewerk.

(3) Wanneer een van die wetterregtelike openbare vakansiedae wat in subklousule (1) bedoel word, op 'n ander dag as 'n werkdag val, uitgesonderd 'n Sondag, moet 'n werknemer, uitgesonderd 'n wag, wat op sodanige wetterregtelike openbare vakansiedag werk, besoldig word teen die loon wat in subklousule (4) van klousule 30 voorgeskryf word.

(4) As 'n werkgever sy bedryfsinrigting op 'n wetterregtelike openbare vakansiedag, uitgesonderd dié genoem in subklousule (1) van hierdie klousule, wil sluit, moet hy—

(a) aan kantoor-, pakhuis-, verkoops- en klerklike werknemers, vakleerlinge en, elders as in Streek WP, aan werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskryf word, die besoldiging betaal wat hulle sou ontvang het as hulle op sodanige dag gewerk het;

(b) as hy nie later nie as 3 uur vóór die gewone sluitingstyd op die laaste werkdag voor sodanige openbare vakansiedag en op 'n plek wat vir sy werknemers geredelik toeganklik is, 'n kennisgewing vertoon het wat die tydperk meld waarin werknemers, uitgesonderd dié vir wie die grondslag van besoldiging in paragraaf (a) van hierdie subklousule voorgeskryf word, nie hoef te werk nie, die volgende betaal:—

(i) Aan vakmanne, minstens R2 vir sodanige wetterregtelike openbare vakansiedag;

(ii) aan alle ander werknemers nie elders in hierdie subklousule gemeld nie, met inbegrip—in die geval van Streek WP—van werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskryf word, minstens 1/15de van 'n week se loon;

(c) as hy sy bedryfsinrigting sluit sonder om 'n kennisgewing ooreenkomstig die bepalings van paragraaf (b) van hierdie subklousule te vertoon, aan al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle op daardie dag van die week hul gewone ure gewerk het.

(5) 'n Werkgever wat van 'n vakman vereis om te werk op 'n wetterregtelike openbare vakansiedag ten opsigte waarvan sy bedryfsinrigting gesluit is ooreenkomstig die bepalings van subklousule (4) (b) hiervan, moet aan sodanige vakman 'n bedrag van R4 betaal plus die besoldiging wat hy ooreenkomstig die bepalings van klousules 25 en 30 sou betaal het vir werk op 'n gewone werkdag.

(6) 'n Arbeider wat minstens 3 dae kennis deur sy werkgever gegee is dat van hom vereis sal word om hom by sy werkplek aan te meld om enigeen van die werksaamhede te verrig wat in

the definition of "labourer" on any of the statutory public holidays enumerated in sub-clause (1) (a) of this clause but who nevertheless fails to report for duty on such public holiday thereby forfeits his right to any holiday pay to which he would otherwise be entitled in terms of this clause.

CLAUSE 16.—PRESUMPTIONS.

An employee shall be deemed to be working in the employment of an employer, in addition to any period during which he is actually so working during—

- (a) any period during which, in accordance with the requirements of his employer, he is present upon or in any establishment;
- (b) any other period during which he is present upon or in any such establishment;
- (c) any period during which he is in charge of any vehicle used in the Industry, whether or not it is being driven;
- (d) the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or
- (e) the whole of any interval in his work if the duration of such interval is not shown in the records required to be kept in terms of clause 10 of this chapter;

provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraphs (b), (c), (d) or (e) the presumption established by this clause shall not apply in respect of such employee with reference to that portion of such period.

CLAUSE 17.—TRADING HOURS.

(1) Subject to the provisions of clause 31, no employer shall open or keep open or permit to be open any establishment or that portion thereof in which is conducted any of the activities specified in paragraphs (a), (b), (c) and (d) of the definition of "Motor Industry" in this Agreement:—

- (a) Earlier than 6.30 a.m. or later than 6.30 p.m. on Mondays to Fridays, both days inclusive;
 - (b) on any Saturday or Sunday;
- nor shall he, except in the case of emergency work, conduct or permit to be conducted, any of the said activities on any Saturday or Sunday.

(2) No employer and/or his employee shall engage in the sale of any motor vehicle, nor shall any employer permit any other person to engage in the sale of any motor vehicle, in or on any motor vehicles sales establishment—

- (a) on any Sunday or public holiday;
- (b) earlier than 8 a.m. on any day;
- (c) later than 6 p.m. on Mondays to Fridays, inclusive;
- (d) later than 1 p.m. on Saturdays.

For the purpose of this sub-clause—

- (i) "motor vehicle" has the meaning assigned to it in the definition of "Motor Industry" in clause 3 of this Agreement;
- (ii) "motor vehicle sales establishment" means any place in, on or from which motor vehicles are sold, or in or on which motor vehicles are stored or displayed, and includes any office attached thereto;
- (iii) the expression "engage in the sale of any motor vehicle" includes the carrying out of any activity which forms part of, or which is preliminary to, the sale of any motor vehicle, other than the stationary display of such motor vehicle, and includes, further, the carrying out of any such activity through the medium of a telephone instrument installed in or on a motor vehicle sales establishment.

(3) No employer shall open or keep open or permit to be open any accessory shop or motor graveyard, or any office attached thereto, or sell or supply from such establishments, except for use in the employer's workshop, any goods or merchandise—

- (a) on any Sunday or public holiday;
- (b) earlier than 8 a.m. on any day;
- (c) later than 6 p.m., on Mondays to Fridays, inclusive;
- (d) later than 1 p.m., on Saturdays;

provided that this sub-clause shall not be deemed to prevent the sale from a filling and/or service station or from any establishment which by law is required to operate under a motor garage licence, of petrol, oil, tyres, tubes or such parts as are required for emergency work.

[NOTE.—In terms of the Licences Act (Act No. 44 of 1962), Item 15 Second Schedule]—

- (1) A motor garage licence is required by every person who carries on the trade or business of repairing, receiving, stabling or storing motor cars, motor cycles or other mechanical propelled vehicles for payment or reward and shall be additional to any licence as a general dealer for which the licensee may be liable;

afdeling (a) van die woordomskriving van "arbeider" op enigen van die wetterregtelike openbare vakansiedae wat in subklousule (1) (a) van hierdie klousule opgenoem word, maar wat nietemin versuim om hom op sodanige openbare vakansiedag aan te meld, verbeur sy reg op enige vakansiebesoldiging waarop hy anders kragtens hierdie klousule geregtig sou gewees het.

KLOUSULE 16.—VERONDERSTELLINGS.

Benewens enige tydperk wat 'n werknemer werklik in die diens van 'n werkgever werk, word hy geag aldus te werk—

- (a) gedurende enige tydperk waarin hy, ooreenkomstig die vereistes van sy werkgever, by of in 'n bedryfsinrigting teenwoordig is;
- (b) gedurende enige ander tydperk waarin hy by of in sodanige bedryfsinrigting teenwoordig is;
- (c) gedurende enige tydperk waarin hy verantwoordelik is vir enige voertuig wat in die Nywerheid gebruik word, afgesien daarvan of sodanige voertuig gedryf word of nie;
- (d) gedurende 'n hele pouse in sy werk as dit hom nie vry staan om die perseel van sy werkgever vir die hele sodanige pouse te verlaat nie; of
- (e) gedurende 'n hele pouse in sy werk indien die duur van sodanige pouse nie gemeld word nie in die registers wat ingevolge die bepalings van klousule 10 van hierdie Hoofstuk gehou moet word;

met dien verstande dat, as daar bewys word gedurende watter deel van dié tydperk bedoel in paragraaf (b), (c), (d) of (e), sodanige werknemer werklik in die diens van die werkgever gewerk het, die veronderstelling van hierdie klousule nie ten opsigte van daardie werknemer in verband met daardie tydperk van toepassing is nie.

KLOUSULE 17.—BESIGHEIDSURE.

(1) Behoudens die bepalings van klousule 31, mag geen werkgever 'n bedryfsinrigting of daardie gedeelte daarvan waarin enigen van die werksaamhede gespesifiseer in paragrafe (a), (b) en (d) van die omskrywing van "Motornywerheid" in hierdie Ooreenkoms, verrig word—

- (a) voor 6.30 vm. of later as 6.30 nm. op Maandae tot en met Vrydae;
- (b) op 'n Saterdag of 'n Sondag;

oopmaak, oophou of toelaat dat dit oop is nie en mag hy ook nie, behalwe in die geval van nood, enigen van genoemde werksaamhede op 'n Saterdag of Sondag verrig of laat verrig nie.

(2) Geen werkgever en/of sy werknemer mag 'n motorvoertuig—

- (a) op 'n Sondag of openbare vakansiedag;
- (b) voor 8 vm. op enige dag;
- (c) na 6 nm. op Maandae tot en met Vrydae;
- (d) na 1 nm. op Saterdag;

verkoop en mag 'n werkgever ook niemand anders toelaat om 'n motorvoertuig op sodanige dae en tye in of op enige bedryfsinrigting bedoel vir die verkoop van motorvoertuie, te verkoop nie.

Vir die toepassing van hierdie subklousule—

- (i) het "motorvoertuig" die betekenis wat daaraan geheg word in die omskrywing van "Motornywerheid" in klousule 3 van hierdie Ooreenkoms;
- (ii) beteken "bedryfsinrigting bedoel vir die verkoop van motorvoertuie" enige plek waarin, waarop of waaruit motorvoertuie verkoop of waarin of waarop motorvoertuie gebere of vertoon word, en omvat dit enige kantoor wat daaraan verbonde is;
- (iii) omvat die uitdrukking "'n motorvoertuig verkoop" die verrigting van enige werk wat deel uitmaak, of wat sodanige werk voorafgaan, van die verkoop van 'n motorvoertuig, uitgesonderd die vertoning van stilstaande motorvoertuie, en omvat dit voorts die verrigting van enige sodanige werk deur middel van 'n telefooninstrument wat in of op 'n bedryfsinrigting, bedoel vir die verkoop van motorvoertuie, geïnstalleer is.

(3) Geen werkgever mag 'n bybehorewinkel of motorslopingswerf of enige kantoor wat daaraan verbonde is—

- (a) op 'n Sondag of openbare vakansiedag;
- (b) voor 8 vm. op enige dag;
- (c) na 6 nm. op Maandae tot en met Vrydae;
- (d) na 1 nm. op Saterdag;

oopmaak of toelaat dat dit oop is, of uit sodanige bedryfsinrigtings, goedere of handelsware verkoop of lewer nie, behalwe vir die gebruik in die werkgever se werkswinkel; met dien verstande dat hierdie subklousule nie geag moet word die verkoop te belet van petrol, olie, buitebande, binnebande, of sodanige onderdele wat vir noodgevallen benodig word, vanuit 'n vul- en/of diensstasie of vanuit 'n bedryfsinrigting wat regtens verplig word om kragtens 'n motorgaragelisenis sake te doen nie.

[OPMERKING.—Ooreenkomstig die bepalings van die Licenties Konsolidatie Wet (Wet No. 44 van 1962), Item 15, Tweede Bylae]—

- (1) word 'n motorgaragelisenis vereis van enigen wat die bedryf beoefen of sake doen in verband met die herstel, ontvangs, berging of bewaring van motorkarre, motorfiets of ander meganiese aangedrewe voertuie teen betaling of beloning en moet sodanige lisenis uitgeneem word benewens enige ander lisenis as dié van 'n algemene handelaar waarvoor die lisenisheouer aanspreeklik mag wees;

- (2) the holder of such licence shall be entitled to sell thereunder petrol, oil, tyres and other motor accessories other than motor cars, motor cycles or other self-propelled vehicles.]

CLAUSE 18.—TRAVELLING ALLOWANCES.

(1) An employer who requires an employee other than a traveller, service supply salesman or supply salesman to work away from the establishment where he is ordinarily employed shall provide or arrange for the mode of transport, and shall pay such employee—

- (a) whilst travelling as a passenger, at ordinary rates of wages, not exceeding however, one day's pay in respect of every 24 consecutive hours' travelling time;
- (b) whilst on the job or whilst travelling in a vehicle which he is required to drive, at ordinary rates of wages for any portion of the work and/or driving which is done during the normal hours of the establishment in which he is employed, and at overtime rates as laid down in clause 30 for any portion of the work and/or driving which is done outside of such normal hours;
- (c) second-class return fare if he travels by train and a refund of the cost of his meals and bedding on the train;
- (d) a refund of board and lodging when on the job or travelling to and from the job;
- (e) not less than 25 cents per night in the case of employees for whom wages of R6 or less per week are prescribed in this Agreement or 50 cents per night in the case of any other employee for such nights as he is prevented by his work from returning to his home.

(2) A traveller, service supply salesman or supply salesman who—

- (a) on any journey undertaken in the performance of his duties is absent from his place of residence and his employer's establishment for any period in excess of six consecutive hours, shall be—
 - (i) reimbursed by his employer for all expenses reasonably incurred by him for the provision of any meals and tea for himself during each such period of absence not extending over a night; or
 - (ii) paid by his employer a subsistence allowance of not less than R3.50 for each night where such period of absence extends over one or more nights; provided that for the purpose of this paragraph the expression "night" means the period between 11 p.m. and 4 a.m.;
- (b) uses his employer's motor vehicle or who is required to travel by train or any other, but his own, means of conveyance, shall be reimbursed by his employer for all reasonable transport expenses incurred by him in the performance of his duties and for the purpose of this paragraph the overnight garaging of a motor vehicle shall be deemed to be a transport expense;
- (c) is required or permitted to provide a motor vehicle for the performance of his duties, shall be paid by his employer an inclusive transport allowance in respect of each mile travelled in such vehicle in the performance of his duties. Such transport allowance shall be—
 - (i) where the motor vehicle is under 1,250 cc—6 cents per mile;
 - (ii) where the motor vehicle is 1,250 cc but not over 2,500 cc—8 cents per mile;
 - (iii) where the motor vehicle is over 2,500 cc—10 cents per mile.

(3) Any allowances and expenses payable to a traveller, service supply salesman or supply salesman in terms of sub-clause (2) shall be paid by his employer within seven days of such employee's written claim therefor, provided that the employee shall not submit more than one claim for any such allowances and expenses in any one week, nor shall he submit such claims at intervals between claims of more than one month.

(4) The provisions of this clause shall not apply to mobile workshops, provided that bedding and cooking equipment are supplied by the employer.

CLAUSE 19.—SUPPLY OF OVERALLS OR ALLOWANCE IN LIEU THEREOF.

(1) (a) Every employer shall supply each year free of charge to each of his journeymen and apprentices the number of first grade overalls specified in the following Schedule for the Region in which his establishment is situated, provided that in Regions

- (2) is die houer van sodanige lisensie daarop geregtig om daarkragtens petrol, olie, buitebande en ander motorbybehore, uitgesonderd motorkarre, motorfiets of ander selfaangedrewe voertuie, te verkoop.]

KLOUSULE 18.—REISTOELAES.

(1) 'n Werkgewer wat van 'n werknemer, uitgesonderd 'n handelsreisiger, diensverkoper of leweransier-verkoper vereis om op 'n ander plek te werk as die bedryfsinrigting waar hy gewoonlik werksaam is, moet die reismiddele verskaf of daarvoor reël, en sodanige werknemer soos volg besoldig:—

- (a) Terwyl hy as 'n passasier reis, teen die gewone loon, maar nie meer as een dag se loon nie ten opsigte van elke tydperk van 24 agtereenvolgende ure wat aan reis bestee word;
- (b) terwyl hy met 'n taak besig is of terwyl hy reis in 'n voertuig wat hy moet bestuur, teen die gewone loon vir elke gedeelte van die werk en/of die bestuurwerk wat gedoen word gedurende die gewone werkure van die bedryfsinrigting waarin hy werksaam is, en teen oortydbesoldiging soos voorgeskryf in klousule 30, vir elke gedeelte van die werk en/of bestuurwerk wat buite sodanige gewone werkure verrig word;
- (c) die koste van 'n tweedeklasreitoekartjie as hy per trein reis en 'n terugbetaling van die koste van sy etes en bed op die trein;
- (d) 'n terugbetaling van losies- en verblyfkoste wanneer hy by die werk besig is of van en na die werk reis;
- (e) minstens 25 sent per nag in die geval van werknemers vir wie lone van R6 of minder per week in hierdie Ooreenkoms voorgeskryf word of 50 sent per nag in die geval van 'n ander werknemer vir dié nagte wat hy weens sy werk verhinder is om na sy woonplek terug te keer.

(2) 'n Handelsreisiger, diensverkoper of leweransier-verkoper—

- (a) wat op enige reis wat hy in die verrigting van sy werksaamhede onderneem, van sy woonplek en sy werkgewer se bedryfsinrigting afwesig is vir 'n langer tydperk as 6 agtereenvolgende ure, moet—
 - (i) deur sy werkgewer vergoed word vir alle uitgawes wat hy redelikerwys aangegaan het om etes en tee vir homself te verkry gedurende elke sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of
 - (ii) deur sy werkgewer 'n verblyftoelae van minstens R3.50 vir elke nag betaal word in gevalle waar sodanige tydperk van afwesigheid oor een of meer nagte strek; met dien verstande dat, vir die toepassing van hierdie paragraaf, die uitdrukking "nag" die tydperk tussen 11 nm. en 4 vm. beteken;
- (b) wat sy werkgewer se motorvoertuig gebruik of van wie vereis word om per trein te reis of om van 'n ander voertuig, uitgesonderd sy eie, gebruik te maak, moet deur sy werkgewer vergoed word vir alle redelike vervoeruitgawes wat hy in die verrigting van sy werksaamhede aangegaan het, en vir die toepassing van hierdie paragraaf word die koste daaraan verbonde om 'n motorvoertuig oornag onderdak te bring, geag vervoerkoste te wees;
- (c) van wie vereis word of wat toegelaat word om 'n motorvoertuig vir die verrigting van sy werksaamhede te verskaf moet deur sy werkgewer 'n insluitende vervoertoelae betaal word vir elke myl wat hy in die verrigting van sy werksaamhede in sodanige voertuig afgelê het. Sodanige vervoertoelae is soos volg:—
 - (i) Waar die motorvoertuig minder as 1,250 c³ is—6 sent per myl;
 - (ii) waar die motorvoertuig 1,250 c³ is maar nie meer as 2,500 c³ is—8 sent per myl;
 - (iii) waar die motorvoertuig meer as 2,500 c³ is—10 sent per myl.

(3) Alle toelaes en uitgawes wat ingevolge die bepalings van subklousule (2) aan 'n handelsreisiger, diensverkoper of leweransier-verkoper betaalbaar is, moet deur sy werkgewer aan hom betaal word binne sewe dae vanaf die datum waarop sodanige werknemer sy skriftelike eis daarvoor ingedien het; met dien verstande dat die werknemer nie meer as een eis vir sodanige toelaes en uitgawes in een week mag indien nie en ook dat hy nie sodanige eise by tussenpose van meer as een maand tussen eise mag indien nie.

(4) Die bepalings van hierdie klousule is nie op mobiele werk-winkels van toepassing nie mits beddegoed en kookgereedskap deur die werkgewer verskaf word.

KLOUSULE 19.—VERSKAFFING VAN OORPAKKE OF TOELAE IN PLAAS DAARVAN.

(1) (a) Elke werkgewer moet elke jaar aan elkeen van sy vakmanne en vakleerlinge die getal en tipe eerstegraadse oor-pakke wat in onderstaande lys gespesifiseer word vir die streek waarin sy bedryfsinrigting geleë is, gratis verskaf; met dien

EP, NC, NL, TVL and WP, the employer shall have the option of paying to such employees instead of supplying such garments, a weekly allowance as specified in the said Schedule in addition to their normal remuneration:—

SCHEDULE.

Region in which Establishment is situated.	No. of Garments.	Weekly allowance payable instead of issuing Garments.
BR and OFS.....	3	—
EP, NC and NL.....	2	40c
TVL.....	2	20c
WP.....	2	15c

(b) Every employer who requires any employee other than a journeyman or an apprentice to wear a uniform, overall, dustcoat or apron, shall provide such garment free of charge.

(2) *Laundrying of Garments.*—Employees supplied with garments in terms of this Agreement shall maintain such garments in a clean condition.

(3) *Time of Issue of Garments.*—(a) Every employer in Region BR and OFS shall issue the garments referred to in sub-clause (1) hereof as follows:—

(i) Two garments shall be supplied to each employee on commencement of each yearly cycle of employment;

(ii) one other such garment shall be supplied to each employee every six months after commencement of each yearly cycle of employment.

(b) For the purpose of this sub-clause "yearly cycle of employment" shall mean a period of 12 months' continuous employment with the same employer and shall be calculated from the date of commencement of employment with such employer.

(4) *Ownership of Garments.*—(a) Except in the case of Region OFS, garments supplied in terms of this clause, shall remain the property of the employer.

(b) In Region OFS garments issued to employees shall become the property of such employees six months after issue.

(5) *Non-Payment of Allowance.*—Should any employee who is entitled to payment of an allowance in terms of this clause work for less than 23 hours in any one week, he shall not be entitled to any overall allowance in respect of that week.

(6) *When Allowances are to be Paid.*—Allowances payable in terms of sub-clause (1) hereof shall be paid at the same time as the employees' ordinary earnings.

(7) *Keeping of Register.*—(a) Every employer who supplies garments to employees in terms of this clause shall keep available for inspection at all times a register in which shall be recorded in ink the names of all employees concerned, the date of issue of the garments and the number of garments issued.

(b) The signature of the employee concerned to each record in terms of the preceding paragraph shall be evidence of the receipt by the employee of such garments.

CLAUSE 20.—COST OF LIVING ALLOWANCE.

(1) (a) The wages prescribed in this Agreement include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time provided that the wage scheduled for journeymen, and service supply salesmen in Schedule A to clause 25 of this Agreement, shall be adjusted from time to time in accordance with the following formula:—

(i) where the index number is in excess of 1202, such wage shall for each complete 2·32 points of such excess be increased by the employer by not less than 6 cents per week;

(ii) where the index number is less than 1202 but not less than 724, the employer shall pay not less than such wage;

(iii) where the index number is less than 724, the employer may for each complete 2·32 points below 724 reduce such wage by not more than 6 cents per week, provided however, that such wage shall not at any time be reduced below R17.

(b) Any adjustment necessary in terms of paragraph (a) hereof shall be made with effect from the second month after that to which the index number relates and as from the day after the pay-day nearest to the 16th of that month.

(c) "Index number" shall mean the weighted average index relating to all items for the nine principal urban areas in the Republic of South Africa as assessed by the Director of Statistics on the October, 1958, basis of 1,000 points and published in the *Government Gazette*, due regard being had to the fact that the October, 1958, basis of calculation has been altered from 1,000 to 100.

verstande dat in streke EP, NC, NL, TVL en WP, die werk-gewer die keuse het om, in plaas van die verskaffing van sodanige kledingstukke, aan sodanige werknemers, benewens hul gewone besoldiging 'n weeklikse toelae soos in genoemde lys gespesifiseer, te betaal:—

BYLAE.

Streek waarin bedryfs-inrigting geleë is.	Getal kledingstukke.	Weeklikse toelae betaalbaar i.p.v. uitreiking van kledingstukke.
BR en OFS.....	3	—
EP, NC en NL.....	2	40c
TVL.....	2	20c
WP.....	2	15c

(b) Elke werk-gewer wat van 'n werknemer, uitgesonderd 'n vakman of 'n vakleerling, vereis om 'n uniform, oorpak, stofjas of voorskoot te dra, moet sodanige kledingstuk gratis verskaf.

(2) *Was en stryk van kledingstukke.*—Werknemers aan wie kledingstukke ingevolge die bepalings van hierdie Ooreenkoms verskaf word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) *Uitreikingstyd vir kledingstukke.*—(a) Elke werk-gewer in streek BR en OFS moet die kledingstukke bedoel in subklousule (1) hiervan, soos volg uitreik:—

(i) Twee kledingstukke moet aan elke werknemer verskaf word aan die begin van elke jaar diens;

(ii) nog een sodanige kledingstuk moet aan elke werknemer verskaf word elke 6 maande ná die begin van elke jaar diens.

(b) Vir die toepassing van hierdie subklousule beteken "jaar diens" 'n tydperk van 12 maande ononderbroke diens by dieselfde werk-gewer en word dit bereken vanaf die datum van diensaanvaarding by sodanige werk-gewer.

(4) *Eienaarsreg op kledingstukke.*—(a) Met uitsondering van die streek OFS, bly elke kledingstuk wat ingevolge die bepalings van hierdie klousule verskaf word, die eiendom van die werk-gewer.

(b) In die streek OFS, word kledingstukke wat aan werknemers uitgereik is, die eiendom van sodanige werknemers 6 maande nadat dit uitgereik is.

(5) *Nie-betaling van toelae.*—Indien 'n werknemer wat kragtens die bepalings van hierdie klousule op die betaling van 'n toelae geregtig is, minder as 23 uur in 'n week werk, is hy nie op 'n oorpaktoelae ten opsigte van daardie week geregtig nie.

(6) *Wanneer toelae betaal moet word.*—Die toelae wat ingevolge die bepalings van subklousule (1) hiervan betaalbaar is, moet gelyktydig met die werknemer se gewone verdienste betaal word.

(7) *Hou van register.*—(a) Elke werk-gewer wat kledingstukke aan werknemers ooreenkomstig die bepalings van hierdie klousule verskaf, moet 'n register hou wat te alle tye vir inspeksie beskikbaar is en waarin die name van die betrokke werknemers, die datum waarop die kledingstukke aan hulle uitgereik is en die getal kledingstukke wat uitgereik is, met ink aangeteken moet word.

(b) Die handtekening van die betrokke werknemer by elke aantekening ooreenkomstig die bepalings van die vorige paragraaf, is bewys van die ontvangs van sodanige kledingstukke deur die werknemer.

KLOUSULE 20.—LEWENSKOSTETOELAE.

(1) (a) Die lone wat in hierdie Ooreenkoms voorgeskryf word, sluit alle lewenskostoelae in wat ooreenkomstig Oorlogsmaat-reël No. 43 van 1942, soos van tyd tot tyd gewysig, betaalbaar is, met dien verstande dat die lone wat vir vakmanne en diensverkopers in Bylae A van klousule 25 van hierdie Ooreenkoms voorgeskryf word, van tyd tot tyd ooreenkomstig die volgende formules aangepas moet word:—

(i) waar die indekssyfer hoër as 1202 gestyg het, moet sodanige loon ten opsigte van elke voltwoide 2·32 punte van sodanige styging deur die werk-gewer verhoog word met minstens 6 sent per week;

(ii) waar die indekssyfer daal tot onder 1202 maar nie tot onder 724 nie, mag die werk-gewer nie minder as sodanige loon betaal nie;

(iii) waar die indekssyfer daal tot onder 724, mag die werk-gewer vir elke voltwoide 2·32 punte onder 724 sodanige loon met hoogstens 6 sent per week verminder; met dien verstande egter dat sodanige loon nooit tot minder as R17 verminder mag word nie.

(b) Enige aanpassing wat ingevolge die bepalings van paragraaf (a) hiervan nodig is, moet aangebring word met ingang van die tweede maand na dié maand waarop die indekssyfer betrekking het en wel vanaf die dag na die betaaldag wat die naaste aan die 16de van daardie maand is.

(c) "Indekssyfer" beteken die beswaarde gemiddelde indekssyfer wat op alle items betrekking het vir die 9 vernaamste stedelike gebiede in die Republiek van Suid-Afrika, soos vasgestel deur die Direkteur van Statistiek op die grondslag van 1,000 punte wat vir Oktober 1958 gegeld het en soos gepubliseer in die *Staatskoerant*, met behoorlike inagneming van die feit dat die grondslag van berekening vir Oktober 1958 gewysig is van 1,000 tot 100.

(2) No employer shall by reason of the introduction of this Agreement, cause or permit the remuneration of any employee who is in receipt of wages higher than those prescribed in this Agreement to be reduced, or dismiss any such employee and re-employ him at a reduced remuneration, or require or permit any employee to pay or repay him the whole or any portion of any allowance payable in terms of this Agreement, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or any portion of the benefit of any such allowance.

CLAUSE 21.—BICYCLE ALLOWANCE.

(1) No employee shall be required as part of his contract of employment to use his own bicycle.

(2) Where an employee agrees to provide his own bicycle for use in his work, the employer shall pay him not less than 35 cents per week or part of a week in addition to his weekly remuneration.

CLAUSE 22.—SUPPLY OF TOOLS.

(1) (a) Where any of the following articles are required in an establishment the employer shall provide them free of charge:—

Electrical and/or pneumatic drilling machines; benches and vices; jacks and trestles; emery wheels; blocks and tackles or cranes; greas guns or other greasing apparatus; extension lights with a maximum of one globe per month; waste or sweat rags; means for cleaning greasy parts; hacksaw blades; 8-inch files and over; one mechanic's cradle in respect of each journeyman motor mechanic employed in the employer's workshop; trimmers' sewing machines; stud extractors; drills of over $\frac{3}{4}$ -inch; reamers of all sizes; screwing tackles; stocks and dies and taps; blow lamps; all special spanners; hammers of 3-lb. and over; Stillson wrenches over 12 inches; wringing irons; large soldering irons; rivet sets; valve seat cutters; valve grinding compound; micrometers; hydrometers and electrical testing and fault-finding apparatus; blacksmith's tools;

and other such tools as are customarily supplied by employers.

(b) Employers shall provide their employees with articles of personal protective equipment and clothing in accordance with Regulations B.6 and C.20 of the Factories Act (as amended).

(2) In the event of any employee who is engaged on repetition work requiring large quantities of drills or files or similar breakable tools, these shall be provided by the employer.

(3) (a) An employer shall pay to each of his journeymen who is required to supply his own tools and to each of his apprentices who supplies his own tools, a tool allowance of 25 cents per week in addition to his normal remuneration.

(b) The tool allowance shall be paid at the same time as the employee's wages are paid and save as provided in paragraphs (e) and (f) hereof no employer shall require or permit any employee to repay him the whole or any portion of any tool allowance, nor shall he do any act or cause or permit any act to be done as a direct or indirect result of which any employee is deprived of the benefit or of any portion of the benefit of such allowance.

(c) Every employer shall cause to be displayed in his establishment in a place readily accessible to his employees a notice specifying a list as approved by the Regional Council concerned of journeymen's tools to be provided, owned and used by each journeyman in his employ and in the course of his work.

(d) (i) Every employer shall insure the tools belonging to each of his journeymen and apprentices against loss through fire at or theft by forced entry into his premises up to a maximum of R100 per employee;

(ii) In the event of any tools for which the employee is responsible being lost, missing or not available, for any reason other than those referred to in paragraph (i) of this sub-clause the employee concerned shall thereupon replace, renew or recondition such tools at his own expense;

(iii) Any loss through fire or theft of the nature referred to in paragraph (i) of this sub-clause in excess of R100 per employee shall be borne by the employee concerned.

(e) If any journeyman fails to replace, renew or recondition such tools, the employer shall have the right to discontinue payment of the tool allowance stipulated in paragraph (a) hereof until such time as the employee concerned complies with the provisions of paragraph (d) hereof.

(f) Any employee who works less than 23 hours in any one week shall not be entitled to any tool allowance provided for by this clause in respect of that week.

(g) The provisions of paragraphs (b) to (f) of this sub-clause shall *mutatis mutandis* apply to apprentices entitled to a tool allowance in terms of paragraph (a).

(2) Geen werkgewer mag, vanweë die inwerkingtreding van hierdie Ooreenkoms, die besoldiging van 'n werknemer wat 'n hoër loon ontvang het as dié wat in hierdie Ooreenkoms voorgeskryf word, laat verminder nie of toelaat dat dit verminder word nie of sodanige werknemer ontslaan en hom weer teen 'n laer besoldiging in diens neem nie of van 'n werknemer vereis of hom toelaat om al die lewenskostetoelae wat ingevolge hierdie klousule betaalbaar is, of 'n gedeelte daarvan, aan hom te betaal of terug te betaal nie, en sodanige werkgewer mag ook nie 'n stap doen of laat doen of toelaat dat dit gedoen word nie wat regsreeks of onregstreeks die gevolg het dat 'n werknemer die voordeel van 'n gedeelte van die voordeel van sodanige toelae ontnem word.

KLOUSULE 21.—FIETSTOELAE.

(1) Daar mag van geen werknemer vereis word om, as deel van sy dienskontrak, sy eie fiets te gebruik nie.

(2) Waar 'n werknemer daarmee instem om sy eie fiets te verskaf vir gebruik in sy werk, moet die werkgewer hom, benewens sy weeklikse besoldiging, minstens 35 sent per week of gedeelte van 'n week betaal.

KLOUSULE 22.—VERSKAFFING VAN GEREEDSKAP.

(1) (a) Waar enigeen van ondergenoemde artikels in 'n bedryfsinrigting nodig is, moet die werkgewer dit gratis verskaf:—

Elektriese en/of druklugboormasjiene; banke en bank-skroewe; domkragte en bokke; skuurwiele; katrolstelle of hyskrane; ghriesspuite of ander ghriessapparaat; verlengligte met 'n maksimum van een gloeilamp per maand; poets- of sweetlappes; middels vir die skoonmaak van olierige dele; ystersaaglemme; vyle van 8 duim en langer; een werktuigkundige se lêplank ten opsigte van elke vakman-motorwerktuigkundige wat in die werkgewer se werkwinkel werksaam is; stoffeerdernaammasjiene; tapbout-trekkers; bore van meer as $\frac{3}{4}$ duim; ruimers van alle groottes; skroefsnijgereedskap; stokke en snymoere en snytappe; blaaslampe; alle spesiale moersleutels; hamers van 3 lb. en swaarder; Stillsonmoersleutels van meer as 12 duim; wringysters; groot soldeerboutte; klinknaelstelle; klepbeddingfrese; klepslypmengsel; mikrometers; hidrometers en elektriese toets- en defekopsporingsapparaat; grofsmidsgereedskap;

en dié ander stukke gereedskap wat gewoonlik deur werkgewers verskaf word.

(b) Werkgewers moet hul werknemers ooreenkomstig regulasies B. 6 en C. 20 van die Wet op Fabriek (soos gewysig), van middele vir persoonlike beskermende uitrusting en klere voorsien.

(2) In die geval van 'n werknemer wat herhalende werk verrig wat 'n groot hoeveelheid bore of vyle of dergelike breekbare stukke gereedskap vereis, moet sodanige stukke gereedskap deur die werkgewer verskaf word.

(3) (a) 'n Werkgewer moet aan elkeen van sy vakmanne van wie vereis word om sy eie gereedskap te verskaf en aan elkeen van sy vakleerlinge wat sy eie gereedskap verskaf, 'n gereedskapstoelae van 25 sent per week benewens sy gewone besoldiging betaal.

(b) Die gereedskapstoelae moet gelyktydig met die werknemer se loon betaal word, en behoudens die bepalings van paragrawe (e) en (f) hiervan, mag geen werkgewer van 'n werknemer vereis of hom toelaat om die hele gereedskapstoelae of 'n gedeelte daarvan aan hom terug te betaal nie, en die werkgewer mag ook geen stap doen of laat doen of toelaat dat dit gedoen word nie wat regstreeks of onregstreeks die uitwerking het dat 'n werknemer die voordeel van 'n gedeelte van die voordeel van sodanige toelae ontnem word.

(c) Elke werkgewer moet in sy bedryfsinrigting en op 'n plek wat vir sy werknemers geradik toeganklik is, 'n kennisgewing vertoon wat 'n lys, soos deur die betrokke Streekraad goedgekeur, bevat van alle vakmansgereedskap wat deur elke vakman in sy diens en in die loop van sy werk verskaf, besit en gebruik moet word.

(d) (i) Elke werkgewer moet die gereedskap wat aan elkeen van sy vakmanne en vakleerlinge behoort, tot 'n maksimum van R100 per werknemer, teen verlies deur brand, of diefstal deur betreding met geweld, verassureer.

(ii) Ingeval daar van die gereedskap waarvoor die werknemer verantwoordelik is, verlore raak, vermis word of nie beskikbaar is nie, om enige ander rede as dié bedoel in paragraaf (i) van hierdie subklousule, moet die betrokke werknemer daarop sodanige gereedskap op eie koste vervang, henuwe of opknap.

(iii) Enige verlies deur brand of diefstal, van die aard in paragraaf (i) van hierdie subklousule bedoel, wat meer as R100 per werknemer bedra, moet deur die betrokke werknemer gedra word.

(e) Indien 'n vakman versuim om sodanige gereedskap te vervang, te henuwe of op te knap, het die werkgewer die reg om die betaling van die gereedskapstoelae soos voorgeskryf in paragraaf (a) hiervan, te staak tot tyd en wyl sodanige werknemer voldoen aan die bepalings van paragraaf (d) hiervan.

(f) 'n Werknemer wat minder as 23 uur in enige week werk, is nie ten opsigte van so 'n week op 'n gereedskapstoelae geregtig nie.

(g) Die bepalings van paragrawe (b) tot (f) van hierdie subklousule is *mutatis mutandis* van toepassing op vakleerlinge wat kragtens die bepalings van paragraaf (a) op 'n gereedskapstoelae geregtig is.

CLAUSE 23.—OUT-WORK.

No employee shall—

- (a) solicit or take orders for or undertake motor vehicle repair work, whether for gain or not, other than for his employer; provided that this paragraph shall not be construed to prohibit an employee from working on a motor vehicle registered in his own name;
- (b) engage in trading in motor vehicles or accessories, for gain or reward on his own account, or on behalf of any person or firm other than his employer.

CLAUSE 24.—PIECE-WORK AND COMMISSION WORK.

(1) Piece-work.

- (a) Piece-work may not be given out or performed unless with the consent of the Regional Council concerned.
- (b) Whenever piece-work is performed, an employee so employed shall be paid the full amount earned by him under the piece-work rates agreed to between himself and his employer, provided however, that no employee shall be paid less than the prescribed amount which he would have earned if he had been employed on a time-work basis for the period taken to perform the work concerned.
- (c) Apprentices shall not on any account be employed on piece-work.

(2) Commission Work.

- (a) The basis of the commission which an employer contracts to pay a motor vehicle salesman or saleslady in addition to his/her wage shall be specified in writing.
- (b) Either party to a contract such as is referred to in paragraph (a) of this sub-clause, who intends to cancel the contract or to negotiate a change in the rate of commission payable under the contract, shall give two weeks' written notice of such intention to the other party, and except that no notice shall be required on the part of the employer if he wishes to increase the rate of commission, no cancellation of or change in terms of the contract shall be effective unless due notice has been given as required in terms of this paragraph.

CLAUSE 25.—WAGES.

The minimum wage which shall be paid by an employer to each of his employees of the classes specified in the following Wage Schedules shall be that specified for the class of employees concerned in the area of the region in which his establishment is situated, and no employee shall accept a wage lower than that specified for his class in such area.

(NOTE.—In the case of monthly paid employees, the minimum wage shall be four and one-third times the amount of the weekly wage quoted in these Wage Schedules.)

SCHEDULE A.

WORKSHOP EMPLOYEES.

Class of Employee.	Wages per week.	
	A Areas.	Other Areas.
	R	R
Battery Mechanic—		
During first 12 months of experience...	16.56	15.41
Thereafter.....	18.86	17.71
Body Shop Assistant—		
During first 6 months of experience....	13.00	11.00
During second 6 months of experience	14.00	12.00
Thereafter.....	15.00	13.00
Repair Shop Assistant—		
During first 6 months of experience....	13.00	11.00
During second 6 months of experience	14.00	12.00
Thereafter.....	15.00	13.00
	All Areas.	
	R	
B/A Journeyman.....	32.00	
Journeyman.....	35.11	
Motor Cycle Mechanic's Assistant.....	11.04	
New Motor Vehicle Assembler.....	17.71	
Radiator Repairer—		
During first 3 months of experience....	12.19	
Thereafter.....	13.11	
Stripper.....	11.04	
Scooter Worker.....	11.27	
Service Supply Salesman.....	35.11	
Spoke Wheel Truer—		
During first 3 months of experience....	11.27	
Thereafter.....	13.34	
Supervisor.....	21.94	
Vulcaniser's Operative—		
During first 12 months of experience...	10.50	
Thereafter.....	12.50	

KLOUSULE 23.—BUITEWERK.

Geen werknemer mag om—

- (a) motorvoertuigherstellwerk, uitgesonderd dié van sy werk-gewer, hetsy teen betaling of nie vra of bestellings daarvoor neem of dit onderneem nie; met dien verstande dat hierdie paragraaf nie so uitgelê mag word nie dat dit 'n werknemer belet om aan 'n motorvoertuig te werk wat op sy naam geregistreer is;
- (b) in motorvoertuie of -bybehore vir eie wins of beloning of namens 'n ander persoon of firma as sy werk-gewer, handel dryf nie.

KLOUSULE 24.—STUKWERK EN KOMMISSIEWERK.

(1) Stukwerk.

- (a) Stukwerk mag nie sonder die toestemming van die betrokke streekraad uitbestee of gedoen word nie.
- (b) Wanneer stukwerk verrig word, moet 'n werknemer wat aldus werksaam is, die volle bedrag betaal word wat hy ooreenkomstig die stukwerkloon waarvoor hy en sy werk-gewer ooreengekom het, verdien het; met dien verstande egter dat geen werknemer minder betaal mag word nie as die voorgeskrewe bedrag wat hy sou verdien het as hy vir die tydperk wat hy geneem het om die betrokke stuk werk te doen, op 'n tydwerkgrondslag in diens geneem was.
- (c) Vakleerlinge mag hoegenaamd nie vir stukwerk in diens geneem word nie.

(2) Kommissiewerk.

- (a) Die grondslag van die kommissie wat 'n werk-gewer volgens kontrak onderneem om aan 'n motorvoertuigverkooper of -verkoopster bo en behalwe sy/haar loon te betaal, moet skriftelik gespesifiseer word.
- (b) Enigeen wat 'n party is by 'n kontrak soos bedoel in paragraaf (a) van hierdie subklausule en wat voornemens is om die kontrak in te trek of om te onderhandel oor 'n verandering in die kommissie wat ooreenkomstig sodanige kontrak betaalbaar is, moet 2 weke vooraf skriftelik van sodanige voorneme aan die ander party kennis gee, en geen intrekking van of verandering in die voorwaardes van 'n kontrak is van krag nie tensy daar behoorlik ooreenkomstig die vereistes van hierdie paragraaf kennis gegee is, met dié uitsondering dat geen kennisgewing van die kant van 'n werk-gewer vereis word as hy die kommissie wil verhoog nie.

KLOUSULE 25.—LONE.

Die minimum loon wat 'n werk-gewer aan elkeen van sy werknemers van die klasse gespesifiseer in onderstaande loonbylaes, moet betaal, is die loon wat daarin gespesifiseer word vir die betrokke klas werknemer in die gebied van die streek waarin sy bedryfsinrigting geleë is, en geen werknemer mag 'n laer loon as dié wat vir sy klas in sodanige gebied gespesifiseer is, aanneem nie.

(OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon vier en een-derde maal die bedrag wat in hierdie loonbylaes gespesifiseer word.)

BYLAE A.

WERKWINKELWERKNEMERS.

Klas werknemer.	Loon per week.	
	A-gebiede.	Ander gebiede.
	R	R
Batterywerktuigkundige—		
Gedurende 1ste 12 maande ondervinding	16.56	15.41
Daarna.....	18.86	17.71
Bakwinklassistent—		
Gedurende 1ste 6 maande ondervinding	13.00	11.00
Gedurende 2de 6 maande ondervinding	14.00	12.00
Daarna.....	15.00	13.00
Herstellwinklassistent—		
Gedurende 1ste 6 maande ondervinding	13.00	11.00
Gedurende 2de 6 maande ondervinding	14.00	12.00
Daarna.....	15.00	13.00
	Alle gebiede.	
	R	
B/A-vakman.....	32.00	
Vakman.....	35.11	
Motorfietswerktuigkundige se assistent.....	11.04	
Monteurs van nuwe motorvoertuie.....	17.71	
Verkoelerhersteller—		
Gedurende 1ste 3 maande ondervinding	12.19	
Daarna.....	13.11	
Stroper.....	11.04	
Bromponiewerker.....	11.27	
Diensverkoper.....	35.11	
Speekwielsteller—		
Gedurende 1ste 3 maande ondervinding	11.27	
Daarna.....	13.34	
Toesighouer.....	21.94	
Vulkaniseerder se werkman—		
Gedurende 1ste 12 maande ondervinding	10.50	
Daarna.....	12.50	

SCHEDULE B.

OFFICE, STORES, SALES AND CLERICAL EMPLOYEES.

Classes of Employees.	Minimum Wages.			
	Areas A.		Areas B and C.	
	p.w.	p.m.	p.w.	p.m.
	R	R	R	R
(i) Male shop assistant/salesman and or clerical employee—				
During first year of experience.....	11.09	48.06	10.34	44.81
During second year of experience.....	14.40	62.40	13.10	56.77
During third year of experience.....	17.72	76.79	15.96	69.16
During fourth year of experience.....	21.06	91.26	18.38	79.65
During fifth year of experience.....	24.37	105.60	22.15	95.98
Thereafter.....	27.69	119.99	25.80	111.80
Female shop assistant/saleswoman and/or clerical employee—				
During first year of experience.....	10.26	44.46	9.57	41.47
During second year of experience.....	12.39	53.69	11.10	48.10
During third year of experience.....	14.54	63.01	13.10	56.77
During fourth year of experience.....	16.68	72.28	15.14	65.61
Thereafter.....	18.84	81.64	17.04	73.84
Motor vehicle salesman—				
During first year of experience.....	9.24	40.04	8.62	37.35
During second year of experience.....	12.00	52.00	10.92	47.32
During third year of experience.....	14.77	64.00	13.30	57.63
During fourth year of experience.....	17.55	76.05	15.32	66.38
During fifth year of experience.....	20.31	88.02	18.46	80.00
Thereafter.....	23.08	100.00	21.50	93.16
Motor vehicle saleslady—				
During first year of experience.....	8.55	37.05	7.97½	34.56
During second year of experience.....	10.32½	44.74	9.25½	40.08
During third year of experience.....	12.12	52.52	10.92	47.32
During fourth year of experience.....	13.90	60.23	12.62	54.68
Thereafter.....	15.70	68.03½	14.20	61.53½
Male Traveller—				
During first year of experience.....	23.08	100.00	23.08	100.00
During second year of experience.....	25.39	110.02	25.39	110.02
During third year of experience.....	27.70	120.03	27.70	120.03
During fourth year of experience.....	30.00	130.00	30.00	130.00
Thereafter.....	32.31	140.00	32.31	140.00
Female Traveller—				
During first year of experience.....	16.15	69.98	16.15	69.98
During second year of experience.....	18.46	80.00	18.46	80.00
During third year of experience.....	20.79	90.09	20.79	90.09
During fourth year of experience.....	23.08	100.00	23.08	100.00
Thereafter.....	25.39	110.02	25.39	110.02
(ii) Supply salesman—				
During first year of experience.....	10.39	45.02	10.39	45.02
During second year of experience.....	12.70	55.03	12.70	55.03
During third year of experience.....	15.00	65.00	15.00	65.00
Thereafter.....	17.31	75.01	17.31	75.01
(iii) Passenger lift attendant.....	11.22	48.62	11.22	48.62
Traveller's assistant.....	11.40	49.40	11.40	49.40
(iv) Part-time employees.....	*	*	*	*

* One-eleventh of the minimum weekly wages as prescribed for clerical employees in (i) hereof, for ordinary time worked on each day in any one week or one forty-sixth of such prescribed minimum weekly wages for each hour or part of an hour of ordinary time worked in any one week, whichever amount is the greater.

SCHEDULE C.

Classes of Employees.	Region in which Establishment situated.	Minimum Wages per Week.		
		All Regions.		
		Areas A.	Areas B.	Areas C.
		R	R	R
Char.....	All Regions.....	6.00	5.06	5.06
Juvenile Labourers.....	EP.....	5.52	4.83	—
	BR, NC, NL, OFS, TVL, WP.....	5.80	4.70	4.15
Labourers—				
During first 6 months of experience.....	BR, NL, OFS, TVL.....	6.90	5.52	5.06
	EP.....	6.90	5.75	—
	NC.....	6.44	5.52	5.06
	WP.....	7.36	5.75	5.06
Thereafter.....	BR, NL, OFS, TVL.....	7.82	6.25	5.06
	EP.....	7.82	6.44	—
	NC.....	7.82	6.90	5.52
	WP.....	7.82	6.21	5.06
Watchmen.....	EP.....	8.97	8.74	—
	BR, NC, NL, OFS, TVL.....	8.97	7.45	7.45
	WP.....	9.25	7.45	7.45

BYLAE B.

KANTOOR-, PAKHUIS-, VERKOOPS- EN KLERKLIKE WERKMENSE.

Klasse werknemers.	Minimum lone.			
	A-gebiede.		B- en C-gebiede.	
	p.w.	p.m.	p.w.	p.m.
	R	R	R	R
(i) Manlike winkelassistent/verkoper en/of klerklike werknemer—				
Gedurende 1ste jaar ondervinding.....	11.09	48.06	10.34	44.81
Gedurende 2de jaar ondervinding.....	14.40	62.40	13.10	56.77
Gedurende 3de jaar ondervinding.....	17.72	76.79	15.96	69.16
Gedurende 4de jaar ondervinding.....	21.06	91.26	18.38	79.65
Gedurende 5de jaar ondervinding.....	24.37	105.60	22.15	95.98
Daarna.....	27.69	119.99	25.80	111.80
Vroulike winkelassistent/verkoopster en/of klerklike werknemer—				
Gedurende 1ste jaar ondervinding.....	10.26	44.46	9.57	41.47
Gedurende 2de jaar ondervinding.....	12.39	53.69	11.10	48.10
Gedurende 3de jaar ondervinding.....	14.54	63.01	13.10	56.77
Gedurende 4de jaar ondervinding.....	16.68	72.28	15.14	65.61
Daarna.....	18.84	81.64	17.04	73.84
Motorvoertuigverkoper—				
Gedurende 1ste jaar ondervinding.....	9.24	40.04	8.62	37.35
Gedurende 2de jaar ondervinding.....	12.00	52.00	10.92	47.32
Gedurende 3de jaar ondervinding.....	14.77	64.00	13.30	57.63
Gedurende 4de jaar ondervinding.....	17.55	76.05	15.32	66.38
Gedurende 5de jaar ondervinding.....	20.31	88.02	18.46	80.00
Daarna.....	23.08	100.00	21.50	93.16
Motorvoertuigverkoopster—				
Gedurende 1ste jaar ondervinding.....	8.55	37.05	7.97½	34.56
Gedurende 2de jaar ondervinding.....	10.32½	44.71	9.25½	40.08
Gedurende 3de jaar ondervinding.....	12.12	52.52	10.92	47.32
Gedurende 4de jaar ondervinding.....	13.90	60.23	12.62	54.68
Daarna.....	15.70	68.03½	14.20	61.53½
Manlike handelsreisiger—				
Gedurende 1ste jaar ondervinding.....	23.08	100.00	23.08	100.00
Gedurende 2de jaar ondervinding.....	25.39	110.02	25.39	110.02
Gedurende 3de jaar ondervinding.....	27.70	120.03	27.70	120.03
Gedurende 4de jaar ondervinding.....	30.00	130.00	30.00	130.00
Daarna.....	32.31	140.00	32.31	140.00
Vroulike handelsreisiger—				
Gedurende 1ste jaar ondervinding.....	16.15	69.98	16.15	69.98
Gedurende 2de jaar ondervinding.....	18.46	80.00	18.46	80.00
Gedurende 3de jaar ondervinding.....	20.79	90.09	20.79	90.09
Gedurende 4de jaar ondervinding.....	23.08	100.00	23.08	100.00
Daarna.....	25.39	110.02	25.39	110.02
(ii) Leweransier-verkoper—				
Gedurende 1ste jaar ondervinding.....	10.39	45.02	10.39	45.02
Gedurende 2de jaar ondervinding.....	12.70	55.03	12.70	55.03
Gedurende 3de jaar ondervinding.....	15.00	65.00	15.00	65.00
Gedurende 4de jaar ondervinding.....	17.31	75.01	17.31	75.01
Daarna.....	11.22	48.62	11.22	48.62
(iii) Passasierhyserbediener.....	11.40	49.40	11.40	49.40
Handelsreisiger se assistent.....	*	*	*	*
(iv) Deeltydse werknemers.....				

* Een elfde van die minimum weekloon soos vir klerklike werknemers in (i) hiervan voorgeskryf, vir gewone tyd gewerk op elke dag in 'n bepaalde week of 1/46ste van sodanige voorgeskrewe minimum weekloon vir elke uur of deel van 'n uur gewone tyd gewerk in 'n bepaalde week, naamlik die bedrag wat die grootste is.

BYLAE C.

Klasse werknemers.	Streek waarin bedryfsinrigting geleë is.	Minimum loon per week.		
		Alle streke.		
		A-gebiede.	B-gebiede.	C-gebiede.
		R	R	R
Skoonmaakster.....	Alle gebiede.....	6.00	5.06	5.06
Jeugdige arbeiders.....	EP.....	5.52	4.83	—
	BR, NC, NL, OFS, TVL, WP.....	5.80	4.70	4.15
Arbeiders—				
Gedurende 1ste 6 maande ondervinding.....	BR, NL, OFS, TVL.....	6.90	5.52	5.06
	EP.....	6.90	5.75	—
	NC.....	6.44	5.52	5.06
	WP.....	7.36	5.75	5.06
Daarna.....	BR, NL, OFS, TVL.....	7.82	6.25	5.06
	EP.....	7.82	6.44	—
	NC.....	7.82	6.90	5.52
	WP.....	7.82	6.21	5.06
Wagte.....	EP.....	8.97	8.74	—
	BR, NC, NL, OFS, TVL.....	8.97	7.45	7.45
	WP.....	9.25	7.45	7.45

CLAUSE 26.—DIFFERENTIAL RATES OF WAGES AND PROHIBITED EMPLOYMENT.

(1) Subject to the provisions of sub-clauses (2) and (3) of this Clause, an employer who requires or permits an employee during any day to perform for longer than one hour in the aggregate, work usually performed by another class or classes of employee for which wages are prescribed in this Agreement in excess of that which such former employee ordinarily receives, shall pay such employee wages for not less than 23 hours for such time worked and in respect of any overtime worked on such day, at the higher of highest rate prescribed for such other class or classes of employee.

(2) No employer shall employ any person other than a journeyman, B/A journeyman, apprentice or trainee under the Training of Artisans Act, 1951, on journeyman's work; provided that this Clause shall not be deemed to prohibit the employment of other classes of employees at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes.

(3) No employee shall instruct or permit any employee (working under his supervision) other than a journeyman, B/A journeyman, apprentice or trainee under the Training of Artisans Act, 1951 to perform journeyman's work.

CLAUSE 27.—DRIVING OF MOTOR VEHICLES.

Notwithstanding anything to the contrary contained in this Agreement no employer shall cause or permit any employee in receipt of wages of less than R8 per week (including C.O.L.A.) to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry.

CLAUSE 28.—RATIO.

(1) *Body Shop Assistants, Juvenile Labourers, Motor Cycle Mechanic's Assistants, Repair Shop Assistants, B/A Journeymen and Scooter Workers.*—An employer shall not employ—

(a) *A body shop assistant or B/A journeyman* in any panel beating establishment or body shop unless he has actively engaged in such panel-beating establishment or body shop two or more journeymen of the type normally employed in this kind of establishment, and the body shop assistants and B/A journeymen employed by him shall combined at no time exceed the number specified in Column II of the Schedule hereunder if the number of journeymen actively engaged in his panel-beating or body shop does not exceed the number specified in Column I of the said Schedule.

SCHEDULE.

Column 1.	Column 2.
Number of journeymen of the type normally employed in a panel-beating or body shop:—	Aggregate of body shop assistants and B/A Journeymen may not exceed:—
1	Nil
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	5
11	5
12	6
13	6
14	8

(b) *A juvenile labourer*, unless he employs at least two adult labourers, and thereafter he may employ one additional juvenile labourer for every two adult labourers employed by him in excess of two;

(c) *A motor cycle mechanic's assistant or a scooter worker* unless he has two or more journeymen motor mechanics or motor cycle mechanics actively engaged in his workshop, and the motor cycle mechanic's assistants or scooter workers employed by him shall at no time exceed the numbers specified in Columns 2 and 3 of the Schedule hereunder, if the number of journeymen motor mechanics and motor cycle mechanics actively engaged in his workshop does not exceed the number specified in Column 1 of the said Schedule.

KLOUSULE 26.—DIFFERENSIËLE LONE EN VERBODE INDIENSNEMING.

(1) Behoudens die bepalings van subklousules (2) en (3) van hierdie klousule, moet 'n werkgewer wat van 'n werknemer vereis of hom toelaat om gedurende 'n bepaalde dag vir langer as een uur altesaam werk te verrig wat gewoonlik deur 'n ander klas of klasse werknemer verrig word vir wie hoër lone in hierdie Ooreenkoms voorgeskryf word as dié wat sodanige eersgenoemde werknemer gewoonlik ontvang, sodanige werknemer vir minstens 23 uur besoldig vir sodanige tyd gewerk en ten opsigte van alle oortyd op sodanige dag gewerk, besoldig teen die hoër of die hoogste loon wat vir sodanige ander klas of klasse werknemer voorgeskryf is.

(2) Geen werkgewer mag enigiemand anders as 'n vakman, B/A-vakman, vakleerling of kwekling ingevolge die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, vir vakmanswerk gebruik nie; met dien verstande dat hierdie klousule nie geag word die indiensneming te verbied nie van ander klasse werknemers teen die lone wat vir sodanige klasse voorgeskryf is, vir die werksaamhede en onder die omstandighede gespesifiseer in die omskrywings van sodanige klasse.

(3) Geen werknemer mag 'n werknemer (wat onder sy toesig werk), uitgesonderd 'n vakman, B/A-vakman, vakleerling of kwekling ingevolge die bepalings van die Wet op Opleiding van Ambagsmanne, 1951, opdrag gee of toelaat om die werk van 'n vakman te verrig nie.

KLOUSULE 27.—BESTUUR VAN MOTORVOERTUIG.

Ondanks andersluidende bepalings in hierdie Ooreenkoms mag geen werkgewer 'n werknemer wat 'n loon van minder as R8 per week ontvang (met inbegrip van L.K.T.), 'n motorvoertuig wat uit eie krag beweeg, op 'n openbare pad in die loop van sy werk in die Nywerheid laat bestuur of hom toelaat om dit te bestuur nie.

KLOUSULE 28.—GETALSVERHOUDING.

(1) *Bakwinkelassistent, jeugdige arbeiders, motorfietswerktuigkundiges se assistente, herstelwinkelassistent en bromponiewerkers en B/A-vakmanne.*—'n Werkgewer mag nie die volgende persone in diens neem nie—

(a) 'n *Bakwinkelassistent of B/A-vakman* in enige duikklop-inrigting of bakwinkel, tensy in sodanige duikklop-inrigting of bakwinkel twee of meer vakmanne aktief werksaam is van die tipe wat gewoonlik in dié soort bedryfsinrigting in diens is, en die bakwinkelassistent en B/A-vakmanne wat hy hom in diens is, moet saam nooit te eniger tyd meer wees nie as die getal gespesifiseer in kolom II van die Bylae hieronder indien die getal vakmanne wat aktief werksaam in sy duikklop- of bakwinkel is, nie meer is nie as die getal wat in kolom I van genoemde Bylae gespesifiseer word.

BYLAE.

Kolom 1.	Kolom 2.
Getal vakmanne van die tipe wat gewoonlik in 'n duikklop- of bakwinkel in diens is:—	Bakwinkelassistent en B/A-vakmanne mag altesaam nie meer wees nie as:—
1	Nil
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	5
11	5
12	6
13	6
14	8

(b) 'n *Jeugdige arbeider*, tensy hy minstens 2 volwasse arbeiders in diens het, en daarna mag hy 1 addisionele jeugdige arbeider in diens neem vir elke 2 volwasse arbeiders wat meer as 2 by hom is.

(c) 'n *Motorfietswerktuigkundige se assistent of 'n bromponiewerker*, tensy hy 2 of meer vakman-motorwerktuigkundiges of motorfietswerktuigkundiges aktief werksaam in sy werk-winkel het, en die motorfietswerktuigkundige se assistente of bromponiewerkers wat by hom in diens is, mag nooit te eniger tyd meer wees nie as die getalle in kolom 2 en 3 van die Bylae hieronder gespesifiseer, indien die getal vakman-motorwerktuigkundiges en motorfietswerktuigkundiges wat aktief in sy werkwinkel werksaam is, nie meer is nie as die getal wat in kolom 1 van genoemde Bylae gespesifiseer word.

SCHEDULE.

Column 1. Number of journeymen- motor mechanics and motor cycle mecha- nics:—	Column 2. Maximum No. of motor cycle me- chanic's assistants which may be em- ployed:—	Column 3. Maximum No. of scooter workers which may be em- ployed:—
1	Nil	Nil
2	1	1
3	1	1
4	1	1
5	2	2
6	2	2
7	2	2
8	2	2
9	3	3
10	3	3
11	3	3
12	3	3
13	3	3
14	4	4
15	4	4
16	4	4
17	4	4
18	4	4
19	4	4
20	5	5

(d) A repair shop assistant or B/A journeyman unless he has two or more journeymen actively engaged in his workshop, and the repair shop assistants and B/A journeymen employed by him shall combined at no time exceed the number specified in column 2 of the Schedule hereunder if the number of journeymen actively engaged in his workshop does not exceed the number specified in column 1 of the said Schedule.

SCHEDULE.

Column 1. Number of journeymen:—	Column 2. Aggregate of repair shop assistants and B/A journeymen may not exceed:—
1	Nil
2	1
3	1
4	1
5	2
6	2
7	2
8	2
9	3
10	3
11	3
12	3
13	3
14	4
15	4
16	4
17	4
18	4
19	4
20 and over	5

(2) *Strippers*.—Not more than one stripper shall be employed in any establishment.

(3) *Office, Stores, Sales and Clerical Employees*.—(a) One qualified male shop assistant or male clerical employee shall be employed by an employer before as unqualified male shop assistant or male clerical employee may be employed by him, and for each qualified male shop assistant or clerical employee employed not more than one unqualified male shop assistant or clerical employee may be employed.

(b) One qualified female shop assistant or female clerical employee shall be employed by an employer before an unqualified female shop assistant or female clerical employee may be employed by him, and for each three or part of three qualified female shop assistants or female clerical employees employed, not more than two unqualified female shop assistants or female clerical employees may be employed.

(c) an employer who is actively engaged in the Motor Industry may for the purposes of one, but not both of the preceding paragraphs, be deemed to be a qualified shop assistant or a qualified clerical employee, provided that in respect of any establishment, not more than one employer shall be deemed to be such an employer.

(d) For the purposes of paragraphs (a) and (b) of this sub-clause, a male unqualified shop assistant or male unqualified clerical employee receiving not less than the remuneration of a qualified male shop assistant or a qualified male clerical employee,

BYLAE.

Kolom 1. Getal vakman-motor- werktuigkundiges en motorfietswerktuig- kundiges:—	Kolom 2. Maksimum getal motorfietswerk- tuigkundiges se- assistent wat in diens mag wees:—	Kolom 3. Maksimum getal brom- poniewerkers wat in diens mag wees:—
1	Nul	Nul
2	1	1
3	1	1
4	1	1
5	2	2
6	2	2
7	2	2
8	2	2
9	3	3
10	3	3
11	3	3
12	3	3
13	3	3
14	4	4
15	4	4
16	4	4
17	4	4
18	4	4
19	4	4
20	5	5

(d) 'n *Herstelwinkelassistent* of B/A-vakman, tensy hy twee of meer vakmanne aktief werksaam in sy werkwinkel het, en die herstelwinkelassistent en B/A-vakmanne by hom in diens moet saam nooit te eniger tyd meer wees nie as die getal in kolom 2 hieronder gespesifiseer, indien die getal vakmanne aktief werksaam in sy diens, nooit te eniger tyd meer is nie as die getal wat in kolom 1 van genoemde Bylae gespesifiseer word.

BYLAE.

Kolom 1. Getal vakmanne:—	Kolom 2. <i>Herstelwinkelassistent</i> en B/A-vak- manne mag altesaam nie meer wees nie as:—
1	Nul
2	1
3	1
4	1
5	2
6	2
7	2
8	2
9	3
10	3
11	3
12	3
13	3
14	4
15	4
16	4
17	4
18	4
19	4
20 en meer.	5

(2) *Stroppers*.—Hoogstens 1 stroper mag in 'n bedryfsinrigting in diens geneem word.

(3) *Kantoor-, pakhuis-, verkoops- en klerklike werknemers*.—(a) 'n *Werkgewer* moet 1 gekwalifiseerde manlike winkelassistent of manlike klerklike werknemer in diens hê voordat hy 'n ongekwalifiseerde manlike winkelassistent of manlike klerklike werknemer in diens mag neem, en vir elke gekwalifiseerde manlike winkelassistent of klerklike werknemer wat hy in sy diens het, mag hy nie meer as 1 ongekwalifiseerde manlike winkelassistent of klerklike werknemer in diens hê nie.

(b) 'n *Werkgewer* moet 1 gekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemer in diens hê voordat hy 'n ongekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemer in diens mag neem, en vir elke 3 (of gedeelte van 3) gekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemers wat in sy diens is, mag hy nie meer as 2 ongekwalifiseerde vroulike winkelassistent of vroulike klerklike werknemers in diens neem nie.

(c) 'n *Werkgewer* wat aktief in die *Motornywerheid* betrokke is, mag vir die toepassing van een van die voorafgaande paragrawe, maar nie vir albei nie, geag word 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerklike werknemer te wees; met dien verstande dat nie meer as 1 *Werkgewer* ten opsigte van enige bedryfsinrigting geag mag word so 'n *Werkgewer* te wees nie.

(d) Vir die toepassing van paragrawe (a) en (b) van hierdie subklousule, word 'n manlike ongekwalifiseerde winkelassistent of 'n manlike ongekwalifiseerde klerklike werknemer wat minstens die besoldiging van 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde manlike klerklike werknemer ontvang, geag 'n

shall be reckoned as a qualified male shop assistant or a qualified male clerical employee, and a female unqualified shop assistant or a female unqualified clerical employee receiving not less than the remuneration of a qualified female shop assistant or a qualified female clerical employee, shall be reckoned as a qualified female shop assistant or a qualified female clerical employee.

(e) Where an employer carries on business in the Motor Industry in more than one establishment, he shall not be deemed to be a qualified shop assistant or a qualified clerical employee for more than one of such establishments, and the provisions of this clause shall be observed in relation to each such establishment.

CLAUSE 29.—ORDINARY HOURS OF WORK.

(1) (a) Subject to the provisions of sub-clause (5) of this clause the ordinary hours of work of any employee other than a part-time employee shall notwithstanding anything to the contrary contained in this sub-clause not exceed 46, excluding meal breaks, in any one week and eight, excluding meal breaks, on any one day, provided that—

- (i) in any establishment where on one day in every week the ordinary hours of work are not more than five, any employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of that week; or
- (ii) an employee who does not ordinarily work on more than five days in a week, may on any work-day be required or permitted to work for an additional period of 1½ hours.

(b) The ordinary hours of work of a part-time employee shall not exceed five on any day.

(2) No employer shall require or permit any employee—

- (a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, provided that for purposes of this paragraph periods of work interrupted by intervals of less than one hour, shall be deemed to be continuous;
- (b) who is a female, to work—
 - (i) between 6 p.m. and 6 a.m.,
 - (ii) after 1 p.m. on more than five days in any week;
- (c) who is a journeyman or an apprentice to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays or Fridays, or in the case of other employees over more than 5½ days in any week.

(3) An employer may require different workshop employees or labourers to begin and finish their shifts at different times, but the margin between the starting time of the earliest shift and the starting time of the latest shift may not exceed 45 minutes.

(4) All employees, except travellers, supply salesmen, service supply salesmen and travellers' assistants, shall be entitled to, and granted a rest interval of 10 minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating wages, be reckoned as part of the ordinary working hours.

(5) Whenever any traveller, motor vehicle salesman, service supply salesman, supply salesman or traveller's assistant is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of sub-clause (2) hereof shall not apply, and the hours stipulated in paragraph (a) of sub-clause (1) of this clause may for purposes of such work, be extended by four hours a day, with a maximum of 24 hours a week.

(6) Notwithstanding anything to the contrary elsewhere contained in this Agreement, it shall be permissible, whenever in any parking garage a night parking service is conducted, to employ labourers between the hours of 6 p.m. on any day and 8 a.m. on the next day for the purpose of night parking services only, for a maximum of seven hours per night on seven successive nights, provided however, that after working 14 consecutive nights, any such labourer shall be entitled to one free night on full pay as if he had on such night worked his average ordinary working hours for that night of the week, and if such employee does not avail himself of this right, he shall instead be paid one-seventh of his normal weekly wage in addition to his ordinary wage.

(7) Whenever a labourer is employed on night parking services he shall be paid by the employer not less than one week's wages as laid down in clause 25 of this Agreement for the first 46 hours of his employment in any such week and, for any hours worked in excess of 46 in any week, such labourer shall be paid at a rate of not less than one and one-half times his ordinary wage.

(8) Subject to the provisions of clauses 5 (5) (a) and 32 of this Chapter of the Agreement, whenever any labourer works for less than 46 hours in any week due to—

- (a) the usual working hours of the establishment being less than 46;
 - (b) the employer being unable to regulate the shifts of such employee to 46 hours; and/or
 - (c) any reason other than his absentsing himself without the employer's permission;
- such labourers' week shall be deemed to be 46 hours.

gekwalfiseerde manlike winkelassistent of 'n gekwalfiseerde manlike klerklike werknemer te wees en word 'n ongekwalifiseerde vroulike winkelassistent of 'n ongekwalifiseerde vroulike klerklike werknemer wat minstens die besoldiging van 'n gekwalfiseerde vroulike winkelassistent of 'n gekwalfiseerde vroulike klerklike werknemer ontvang geag 'n gekwalfiseerde vroulike winkelassistent of 'n gekwalfiseerde vroulike klerklike werknemer te wees.

(e) Waar 'n werkgewer in die Motornywerheid sake doen in meer as 1 bedryfsinrigting, mag hy nie ten opsigte van meer as 1 sodanige inrigting geag word 'n gekwalfiseerde winkelassistent of 'n gekwalfiseerde klerklike werknemer te wees nie.

KLOUSULE 29.—GEWONE WERKURE.

(1) (a) Behoudens die bepalings van subklausule (5) van hierdie klousule, mag die gewone werkure van 'n werknemer, uitgesonderd 'n deeltydse werknemer, nie meer as 46, uitgesonderd etenspouses, in 'n bepaalde week en 8, uitgesonderd etenspouses, op 'n bepaalde dag wees nie; met dien verstande dat—

- (i) in 'n bedryfsinrigting waar die gewone werkure op een dag in elke week nie meer as 5 is nie, daar van 'n werknemer vereis mag word of hy toegelaat mag word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van daardie week te werk; of
- (ii) daar van 'n werknemer wat nie gewoonlik op meer as 5 dae in die week werk nie, op enige werkdag vereis mag word of hy toegelaat mag word om vir 'n addisionele tydperk van 1½ uur te werk.

(b) Die gewone werkure van 'n deeltydse werknemer mag hoogstens 5 op 'n dag wees.

(2) Geen werkgewer mag van 'n werknemer vereis of hom toelaat—

- (a) om vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens 1 uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur pouses van minder as 1 uur, geag word aaneenlopend te wees;
- (b) as dit 'n vrou is, om—
 - (i) tussen 6 nm. en 6 vm. en
 - (ii) ná 1 nm. op meer as 5 dae in 'n week te werk nie;
- (c) as dit 'n vakman of 'n vakleerling is, om sy gewone weeklikse werkure op enige ander dae as Maandae, Dinsdae, Woensdae of Vrydae, of in die geval van ander werknemers, oor meer as 5½ dae in 'n week te werk nie.

(3) 'n Werkgewer mag van verskillende werkwinkelwerknemers of arbeiders vereis om hul skofte op verskillende tye te begin of te eindig, maar die tydperk tussen die begintyd van die vroegste skof en die begintyd van die laaste skof mag nie meer as 45 minute wees nie.

(4) Alle werknemers, uitgesonderd handelsreisigers, leweransier-verkopers, diensverkopers en handelsreisigers se assistente is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na as wat prakties moontlik is aan die middel van elke oggend- en namiddagwerkskof, en sodanige pouse word vir die doeleindes van besoldigingsberekening geag deel van die gewone werkure te wees.

(5) Wanneer daar van 'n handelsreisiger, motorvoertuigverkooper, diensverkooper, leweransier-verkooper of handelsreisiger se assistent vereis word om te eniger tyd gedurende die loop van sy diens werk op 'n ander plek as in die bedryfsinrigting van sy werkgewer te verrig, is die bepalings van subklausule (2) hiervan nie van toepassing nie en mag die ure voorgeskryf in paragraaf (a) van subklausule (1) van hierdie klousule, vir die doeleindes van sodanige werk, met 4 uur per dag verleng word, met 'n maksimum van 24 uur per week.

(6) Ondanks andersluidende bepalings elders in hierdie Ooreenkoms, is dit toelaatbaar om, wanneer 'n nagparkeerdienst in 'n parkeergarage gelewer word, arbeiders tussen die ure 6 nm. op enige dag en 8 vm. op die daaropvolgende dag vir die doel van nagparkeerdienste alleenlik, in diens te neem vir 'n maksimum van 7 uur per nag op 7 agtereenvolgende nagte; met dien verstande egter dat, nadat sodanige arbeider 14 agtereenvolgende nagte gewerk het, hy op 1 vry nag met volle besoldiging geregtig is asof hy op sodanige nag sy gemiddelde gewone werkure vir daardie nag van die week gewerk het, en as sodanige werknemer nie van hierdie reg gebruik maak nie, moet hy in plaas daarvan 1/7de van sy weeklikse besoldiging, benewens sy gewone besoldiging, betaal word.

(7) Wanneer 'n arbeider vir nagparkeerdienste in diens geneem word, moet die werkgewer hom minstens 1 week se loon soos in klousule 25 van hierdie Ooreenkoms voorgeskryf, betaal vir die eerste 46 uur van sy diens in sodanige week, en vir alle ure wat hy langer as 46 in 'n week gewerk het, moet sodanige arbeider minstens 1½ maal sy gewone besoldiging betaal word.

(8) Behoudens die bepalings van klousules 5 (5) (a) en 32 van hierdie Hoofstuk van die Ooreenkoms, moet die week van 'n arbeider geag word 46 uur te wees wanneer sodanige arbeider minder as 46 uur in 'n week gewerk het omdat—

- (a) die gewone werkure van die bedryfsinrigting minder as 46 is;
- (b) die werkgewer nie die skofte van sodanige werknemer so kan reël dat dit op 46 uur te staan kom nie; en/of
- (c) hy om 'n ander rede as sonder die toestemming van sy werkgewer van sy werk afwesig is.

(9) An employee who is arrested or detained by the police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment be deemed to have absented himself without permission for the purpose of this clause.

CLAUSE 30.—PROVISIONS RELATING TO OVERTIME, AND WORK ON SUNDAYS.

(1) Subject to the provisions of sub-clause (5) of this clause, where any employee is required or permitted to work in excess of the days or hours prescribed in clause 29, any such excess time worked shall be regarded as overtime and paid for at the rates specified in sub-clause (4) of this clause.

(2) Subject to the provisions of sub-clause (3) of this clause, no employee shall be required or permitted to work overtime for more than 10 hours in any one week, and no clerical employee employed at a filling and/or service station shall be required or permitted to work overtime for more than 10 hours in any one week and 24 hours in any one month; provided that no female employee shall be required or permitted to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than 60 days in any year;
- (d) after the completion of her ordinary working hours, for more than one hour on any day unless she has—
 - (i) been given notice thereof before midday; or
 - (ii) been provided with an adequate meal before she has to commence overtime; or
 - (iii) been paid a minimum allowance of 50 cents in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(3) Notwithstanding anything to the contrary contained in this clause and subject to the proviso set out in sub-clause (2) of this clause, no employee for whom wages are prescribed in Schedule B to clause 25 other than workshop administrative staff, clerical employees employed by filling and/or service stations and supply salesmen shall be required or permitted to work—

- (a) overtime on stocktaking for more than 15 hours in any one year or spread over a period of more than 12 consecutive days;
- (b) overtime for purposes other than stocktaking—
 - (i) for more than three hours on any one day;
 - (ii) for more than 30 hours in any one year;
 - (iii) on any Saturday or public holiday.

(4) The minimum compensation for each 15 minutes or part thereof of overtime worked by an employee shall be as follows:—

- (a) In the case of journeymen employed in any Area A—
 - (i) 35 cents if the overtime is worked between his normal finishing time and midnight on any working day, or during the hour immediately preceding his normal starting time on any working day, or between 6 a.m. and midnight on any Saturday;
 - (ii) 40 cents if the overtime is worked between midnight and one hour before his normal starting time on any working day, or between midnight on any Friday and 6 a.m. the following Saturday.

(b) In the case of journeymen employed in any Areas B or C—

- (i) 30 cents if the overtime is worked between his normal finishing time and midnight on any working day, or during the hour immediately preceding his normal starting time on any working day, or between 6 a.m. and midnight on any Saturday;
- (ii) 34½ cents if the overtime is worked between midnight and one hour before his normal starting time on any working day, or between midnight on any Friday and 6 a.m. the following Saturday.

(c) In the case of employees other than a journeyman—

- (i) 3/8ths of his hourly wage for overtime worked between the hours of 6 a.m. and midnight on any day;
- (ii) ½ of his hourly wage for overtime worked between the hours of midnight and 6 a.m. on any day.

(5) (a) Provided that no journeyman shall be required or permitted to work on a Sunday except to perform work of an emergency nature and subject to the provisions of paragraphs (b), (c) and (d) of this sub-clause, any employee who works on a Sunday shall either—

- (i) be paid—
 - (aa) if he so works for a period not exceeding 4 hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(9) 'n Werknemer wat deur die polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, word vir die tydperk waarin hy onder arrest is of aldus aangehou word en dus nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag sonder toestemming van sy werk afwesig te gewees het.

KLOUSULE 30.—BEPALINGS BETREFFENDE OORTYD, EN WERK OP SONDAG.

(1) Behoudens die bepalings van subklousule (5) van hierdie klousule, waar daar van 'n werknemer vereis word of hy toegelaat word om meer dae of langer ure te werk as dié voorgeskryf in klousule 29, word sodanige ekstra tyd wat hy gewerk het, geag oortyd te wees en moet hy daarvoor betaal word soos in subklousule (4) van hierdie klousule voorgeskryf.

(2) Behoudens die bepalings van subklousule (3) van hierdie klousule, mag daar nie van 'n werknemer vereis word of mag hy nie toegelaat word om vir langer as 10 uur in 'n bepaalde week oortyd te werk nie en mag daar nie van 'n klerklike werknemer wat by 'n vul- en/of diensstasie werksaam is, vereis word of mag hy nie toegelaat word om oortyd vir meer as 10 uur in 'n bepaalde week en 24 uur in 'n bepaalde maand te werk nie; met dien verstande dat daar nie van 'n vroulike werknemer vereis mag word of sy nie toegelaat mag word om soos volg oortyd te werk nie:—

- (a) Vir meer as 2 uur op 'n dag;
- (b) op meer as 3 agtereenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) na die voltooiing van haar gewone werkure, vir meer as 1 uur op 'n dag, tensy sy—
 - (i) vóór die middag daarvan in kennis gestel is; of
 - (ii) van 'n toereikende ete voorsien is voordat sy met die oortydwerk moet begin; of
 - (iii) 'n minimum toelae van 50 sent betyds genoeg betaal is om haar in staat te stel om 'n ete te verkry voordat sy met die oortydwerk moet begin.

(3) Ondanks andersluidende bepalings in hierdie klousule en behoudens die voorbehoud in subklousule (2) van hierdie klousule gemeld, mag daar nie van 'n werknemer vir wie lone in Bylae B van klousule 25 voorgeskryf is, uitgesonderd werkwinkel-administrasiepersoneel, klerklike werknemers wat by vul- en/of diensstasies werksaam is en leweransier-verkopers, vereis word mag by nie toegelaat word nie om—

- (a) vir die doel van voorraadopname, meer as 15 uur in 'n bepaalde jaar of oor 'n tydperk van meer as 12 opeenvolgende dae versprei, oortyd te werk;
- (b) vir ander doeleindes as voorraadopname—
 - (i) meer as 3 uur op 'n dag;
 - (ii) meer as 30 uur in 'n jaar;
 - (iii) op 'n Saterdag of openbare vakansiedag, oortyd te werk.

(4) Die minimum vergoeding vir elke 15 minute of deel daarvan van oortyd deur 'n werknemer gewerk, is soos volg:—

- (a) in die geval van 'n vakman in gebied A in diens—
 - (i) 35 sent indien die oortyd gewerk word tussen sy gewone ophoutyd en middernag op enige werkdag, of gedurende die uur onmiddellik vóór sy gewone begintyd op enige werkdag, of tussen 6 vm. en middernag op 'n Saterdag;
 - (ii) 40 sent indien die oortyd gewerk word tussen middernag en 1 uur vóór sy gewone begintyd op 'n werkdag, of tussen middernag op 'n Vrydag en 6 vm. die volgende Saterdag.

(b) In die geval van 'n vakman in gebiede B of C in diens—

- (i) 30 sent indien die oortyd gewerk word tussen sy gewone ophoutyd en middernag op 'n werkdag, of gedurende die uur onmiddellik vóór sy gewone begintyd op 'n werkdag, of tussen 6 vm. en middernag op 'n Saterdag;
- (ii) 34½ sent indien die oortyd gewerk word tussen middernag en 1 uur vóór sy gewone begintyd op 'n werkdag, of tussen middernag op 'n Vrydag en 6 vm. die volgende Saterdag.

(c) In die geval van ander werknemers as 'n vakman—

- (i) ⅜ van sy uurloon vir oortyd gewerk tussen die ure 6 vm. en middernag op enige dag;
- (ii) ½ van sy uurloon vir oortyd gewerk tussen die ure middernag en 6 vm. op enige dag.

(5) (a) Met dien verstande dat daar nie van 'n vakman vereis of hy nie toegelaat mag word om op 'n Sondag te werk nie, behalwe om noodwerk te verrig, en behoudens die bepalings van paragrawe (b), (c) en (d) van hierdie subklousule, moet enige werknemer wat op 'n Sondag werk, of—

(i) soos volg betaal word:—

- (aa) Indien hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; of

(bb) if he so works for a period exceeding 4 hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week day, whichever is the greater; or

(ii) be remunerated at a rate of not less than $1\frac{1}{2}$ times his ordinary rate of remuneration in respect of the total period worked on such Sunday and granted within seven days of such Sunday one day's holiday and paid in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(b) Subject to the provisions of paragraphs (a) and (b) of sub-clause (6) of this clause, whenever a journeyman works on a Sunday his employer shall—

(i) where the duration of such work is two hours or less, pay such journeyman not less than R3.76 in all Areas A and R3.20 in all other Areas;

(ii) where such work exceeds 2 hours, pay the journeyman at the rate of 47 cents in all Areas A, and 40 cents in all other Areas for every quarter hour or part thereof so worked, or pay the journeyman at a rate not less than $1\frac{1}{2}$ times his ordinary rate of remuneration in respect of the total period worked on such Sunday, and grant him within seven days of such Sunday one day's holiday, and pay him in respect thereof at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(c) No office, stores, sales or clerical employee shall be required or permitted to work on a Sunday except for the purpose of stocktaking in terms of clause 30 (3) (a), to supervise the shift changes of and/or to collect cash from petrol pump attendants, or to perform work of an emergency nature, and where such office, stores, sales or clerical employee does such work other than stocktaking or work of an emergency nature on a Sunday he shall be paid—

(i) two hours' wages for work up to 1 hour;

(ii) an additional two hours' wages for every additional hour or part of an hour worked up to 4 hours;

(iii) for periods in excess of 4 hours in accordance with paragraph (a) above of this sub-clause.

An office, stores, sales, or clerical employee who does stocktaking or work of an emergency nature on a Sunday shall be paid in terms of clause 30 (5) (a).

(d) When any labourer who is employed mainly or exclusively on any of the duties specified in paragraph (a) of the definition of "Labourer" works his normal shift on any Sunday, his employer shall pay him not less than $1\frac{1}{2}$ times his ordinary hourly wage in respect of each hour or part of an hour thereof and double his ordinary hourly wage for each hour or part of an hour worked thereafter.

(6) No male office, stores, sales or clerical employee shall be required or permitted to work overtime for more than two hours after the completion of his ordinary working hours on any day, unless such employee has been provided with an adequate meal before beginning such overtime, or alternatively has been paid a minimum allowance of 50 cents in sufficient time to enable such an employee to obtain a meal before the overtime is due to begin.

(7) (a) An employer may require a journeyman or clerical employee to "stand-by" on any Saturday and/or Sunday, provided that such journeyman or clerical employee shall be entitled to notice in writing of not less than one week to that effect.

(b) When an employee is required to "stand-by" in terms of sub-clause 7 (a) of this clause he shall be paid a "stand-by" allowance of not less than R2 in respect of each day on which he is required to "stand-by" irrespective of whether or not he is required to work provided that where he is required to work, the "stand-by" allowance shall not be set off against remuneration paid for such work.

(c) An employee who is required to "stand-by" shall present himself for duty within one hour of being called and where he fails so to present himself, the "stand-by" allowance shall be forfeited.

(d) The provisions of this sub-clause shall not apply to clerical employees who before the close of business on a Friday, enter into an agreement with their employers to supervise shift changes of and/or to collect cash from petrol pump attendants on the succeeding Saturday or Sunday.

(8) The provisions of clauses 29 (1) (a), 29 (2) (a) and 30 (1) to 30 (5) inclusive, all of this chapter, shall not apply to managers and foremen who receive not less than—

(a) R50 per week if employed in any areas A;

(b) R45 per week if employed in any areas B and C.

(bb) indien hy aldus vir 'n tydperk van meer as 4 uur werk, besoldiging teen minstens dubbel sy gewone besoldigingskaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens dubbel die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, naamlik die grootste bedrag; of

(ii) besoldig word teen minstens $1\frac{1}{2}$ maal sy gewone besoldigingskaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en binne 7 dae van sodanige Sondag 1 dag verlof toegestaan word en besoldig word ten opsigte daarvan teen minstens sy gewone besoldigingskaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(b) Behoudens die bepalinge van paragrawe (a) en (b) van subklousule (6) van hierdie klousule, wanneer 'n vakman op 'n Sondag werk, moet sy werkgever—

(i) waar sodanige werk 2 uur of minder duur, sodanige vakman minstens R3.76 in alle A-gebiede en R3.20 in alle ander gebiede betaal;

(ii) waar sodanige werk meer as 2 uur duur, dié vakman teen 47 sent in alle A-gebiede betaal, en 40 sent in alle ander gebiede vir elke kwart uur of deel daarvan aldus gewerk, of dié vakman betaal teen minstens $1\frac{1}{2}$ maal sy gewone loonskaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, en hom binne 7 dae van sodanige Sondag een dag verlof toestaan, en hom ten opsigte daarvan besoldig teen minstens sy gewone besoldigingskaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(c) Van geen kantoor-, pakhuis-, verkoops- of klerklike werknemer mag vereis of mag hy toegelaat word om op 'n Sondag te werk nie, behalwe vir die doeleindes van voorraadopname ingevolge klousule 30 (3) (a), om toesig te hou oor die skofwisselings van en/of kontant in te vorder van petrolpompbediendes, of om noodwerk te verrig, en waar sodanige kantoor-, pakhuis-, verkoops- of klerklike werknemer aldus op 'n Sondag werk, behalwe wat voorraadopname of noodwerk betref, moet hy soos volg besoldig word:—

(i) 2 uur se loon vir werk tot en met 1 uur;

(ii) 'n bykomende 2 uur se loon vir elke bykomende uur of deel van 'n uur tot en met 4 uur gewerk;

(iii) vir tydperke van meer as 4 uur ooreenkomstig paragraaf (a) hierbo van hierdie subklousule.

'n Kantoor-, pakhuis-, verkoops- of klerklike werknemer wat werk in verband met voorraadopname of 'n noodgeval op 'n Sondag verrig, moet ooreenkomstig klousule 30 (5) (a) besoldig word.

(d) Wanneer 'n arbeider wat hoofsaaklik of uitsluitlik in diens is vir enigeen van die werksaamhede in paragraaf (a) van die omskrywing van "Arbeider" gespesifiseer, sy gewone skof op 'n Sondag werk, moet sy werkgever hom minstens $1\frac{1}{2}$ maal sy gewone uurloon betaal ten opsigte van elke uur of deel van 'n uur daarvan wat daarna gewerk word.

(6) Van geen manlike kantoor-, pakhuis-, verkoops- of klerklike werknemer mag daar vereis word of mag hy toegelaat word om oortyd vir langer as 2 uur te werk na voltooiing van sy gewone werkure op enige dag nie, tensy sodanige werknemer van 'n voldoende ete voorsien is voordat hy met sodanige oortyd begin, of anders 'n minimum toelae van 50 sent betaal is, betyds genoeg om sodanige werknemer in staat te stel om 'n ete te verkry voordat hy met die oortyd werk moet begin.

(7) (a) 'n Werkgever mag van 'n vakman of klerklike werknemer vereis om op enige Saterdag en/of Sondag gereed te staan, met dien verstande dat sodanige vakman of klerklike werknemer geregtig is op 'n skriftelike kennisgewing van minstens 1 week met dié strekking.

(b) Wanneer van 'n werknemer vereis word om gereed te staan ingevolge subklousule (7) (a) van hierdie klousule, moet hy 'n gereedstaantoeleae betaal word van minstens R2 ten opsigte van elke dag waarop van hom vereis word om gereed te staan, ongeag die vraag of van hom vereis word om te werk of nie, met dien verstande dat waar van hom vereis word om te werk, dié gereedstaantoeleae nie afgetrek mag word van besoldiging wat vir sodanige werk betaal word nie.

(c) 'n Werknemer van wie vereis word om gereed te staan, moet homself vir diens aanmeld binne 1 uur nadat hy geroep is, en ingeval hy versuim om homself aan te meld, verbeur hy dié gereedstaantoeleae.

(d) Die bepalinge van hierdie subklousule is nie van toepassing nie op klerklike werknemers wat vóór die sluiting van besigheid op 'n Vrydag, 'n ooreenkoms met hul werkgevers aangaan om toesig te hou oor skofwisselings van en/of kontant in te vorder van petrolpompbediendes op die daaropvolgende Saterdag of Sondag.

(8) Die bepalinge van klousules 29 (1) (a), 29 (2) (a) en 30 (1) tot en met 30 (5), almal van hierdie Hoofstuk, is nie van toepassing nie op bestuurders en voormanne wat minstens die volgende ontvang:—

(a) R50 per week indien in A-gebiede in diens;

(b) R45 per week indien in enige B- en C-gebiede in diens.

CLAUSE 31.—SHIFT WORK.

The following provisions shall apply to shift work in vulcanising establishments:—

- (a) No normal shift shall exceed 9½ hours.
- (b) Not less than eight hours shall elapse between successive shifts of any employee.
- (c) Where an employee is employed between the hours of 6 p.m. and 6 a.m. his employer shall pay him at his ordinary rate of remuneration, plus 10 per cent thereof.
- (d) Time worked by an employee after the completion of his normal shift, shall be regarded as overtime and be paid for in accordance with the rates prescribed in clause 30.
- (e) No shifts shall be worked between the hours of 12 noon on Saturday and 6 a.m. on Monday.

CLAUSE 32.—SHORT-TIME.

(1) Subject to the provisions of sub-clause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an employer may employ his employees on short-time; provided that where such short-time is due to slackness of trade and/or shortage of material, if an employee is required not to attend the establishment on a particular day, the employer shall notify him of the fact not later than the day immediately preceding the day on which he is not required to work, and where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or if work of less than four hours' duration is available, be paid not less than four hours' pay in respect of such day.

(2) In the event of short-time being worked an employer shall not be required to pay wages to his employees except for the period actually worked or as otherwise expressly provided for in sub-clause (1) of this clause.

(3) (a) An apprentice may not be employed on short-time except with the approval of the Registrar of Apprenticeship.

(b) Employees may not be placed on short-time on—

- (i) those statutory public holidays referred to in clause 15 (1);
- (ii) statutory public holidays other than those referred to in clause 15 (1) except—
 - (a) at the request of the majority of the employees of an establishment; or
 - (b) where such statutory public holiday is preceded and followed by a day on which the employees are placed on short-time; or
 - (c) where such statutory public holiday falls on a day of the week on which the employees of an establishment were also placed on short-time on the same day in the week immediately preceding that in which the statutory public holiday falls.

CLAUSE 33.—SPECIAL PROVISIONS RELATING TO WATCHMEN.

The following special provisions shall, notwithstanding anything to the contrary contained in this Agreement, apply to watchmen:—

- (1) (a) The normal hours of work of such employees shall not exceed 12 hours per shift and 84 hours per week.
- (b) The provisions of clauses 15 (3), 29, 30 (1), 30 (4), 30 (5) and 31 shall not apply to such employees.
- (c) Any time worked in excess of 12 hours per shift shall be remunerated at the rate of one-thirtieth of his weekly wage for each additional hour's work.
- (d) After working 7 consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week; provided that if such employee does not avail himself of this right, he shall instead be paid one-seventh of his normal weekly remuneration in addition to his ordinary remuneration.
- (e) Whenever a watchman works on any of the days enumerated in sub-clause (1) of clause 15, his employer shall in addition to the remuneration payable in terms of sub-clause (1) of that clause, and subject to the provisions of paragraph (c) of this sub-clause, pay him remuneration at a rate not less than one eighty-fourth of his weekly wage for each hour or part or an hour so worked.
- (2) Every employer shall provide every watchman with—
 - (a) a suitable stick or knobkerrie for the protection of such employee;
 - (b) a police whistle;
 - (c) suitable provision for the warmth of such employee.

CLAUSE 34.—MOTOR INDUSTRY DEVELOPMENT FUND.

(1) Every employer shall not later than the 10th day of each month forward to the Secretary of the Regional Council concerned with the form prescribed, a Motor Industry Development Fund levy of two cents (2c) per week in respect of each employee who pays Council's levies in terms of clause 11 of this Agreement.

KLOUSULE 31.—SKOFWERK.

Onderstaande bepalings is van toepassing op skofwerk in vulkaniseerinrigtings:—

- (a) Geen gewone skof mag langer as 9½ uur duur nie.
- (b) Daar moet minstens 8 uur verloop tussen die agtereenvolgende skofte van 'n werknemer.
- (c) Waar 'n werknemer tussen die ure 6 nm. en 6 vm. werk, moet sy werkgever hom sy gewone besoldiging plus 10 persent daarvan betaal.
- (d) Tyd gewerk nadat 'n werknemer sy gewone skof voltooi het, word geag oortydwerk te wees en daarvoor moet ooreenkomstig die tariewe voorgeskryf in klausule 30, betaal word.
- (e) Geen skofte mag tussen 12-uur middag op Saterdag en 6 vm. op Maandag gewerk word nie.

KLOUSULE 32.—KORTTYD.

(1) Behoudens die bepalings van subklausule (3) van hierdie klausule en ondanks andersluidende bepalings in hierdie Ooreenkoms, mag 'n werkgever sy werknemers korttyd laat werk; met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapse en/of 'n tekort aan materiaal en daar van 'n werknemer vereis word om nie op 'n bepaalde dag in die bedryfsinrigting teenwoordig te wees nie, die werkgever hom nie later nie as die dag onmiddellik voor die dag waarop daar van hom vereis word om nie te werk nie, van sodanige feit in kennis moet stel, en waar die werkgever uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld met die doel om vas te stel of daar werk beskikbaar is, moet hy, indien daar geen werk beskikbaar is nie of indien slegs werk vir minder as 4 uur beskikbaar is, minstens 4 uur se besoldiging ten opsigte van sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgever nie verplig om lone aan sy werknemers te betaal nie behalwe vir dié tydperk wat hulle werklik gewerk het of soos uitdruklik anders bepaal in subklausule (1) van hierdie klausule.

(3) (a) 'n Vakleerling mag nie vir korttyd gebruik word nie behalwe met die goedkeuring van die Registrateur van Vakleerlinge.

(b) 'n Werkgever mag nie sy werknemers korttyd laat werk nie op—

- (i) daardie wetteregtlike openbare vakansiedae wat in klausule 15 (1) genoem word;
- (ii) ander wetteregtlike openbare vakansiedae as dié genoem in klausule 15 (1), behalwe—
 - (a) op dié versoek van die meeste van die werknemers van 'n bedryfsinrigting; of
 - (b) waar sodanige wetteregtlike openbare vakansiedag voorafgegaan en gevolg word deur 'n dag waarop die werknemers korttyd werk; of
 - (c) waar sodanige wetteregtlike openbare vakansiedag op 'n dag van die week val waarop die werknemers van 'n bedryfsinrigting ook korttyd gewerk het op dieselfde dag van die week onmiddellik vóór die week waarin die wetteregtlike openbare vakansiedag val.

KLOUSULE 33.—SPESIALE BEPALINGS BETREFFENDE WAGTE.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is onderstaande spesiale bepalings van toepassing op wagte:—

- (1) (a) Die gewone werkure van sodanige werknemers is hoogstens 12 uur per skof en 84 uur per week.
- (b) Die bepalings van klausules 15 (3), 29, 30 (1), 30 (4), 30 (5) en 31 is nie op sodanige werknemers van toepassing nie.
- (c) Vir alle tyd wat daar langer gewerk word as 12 uur per skof, moet daar 'n besoldiging betaal word van 1/30ste van sy weekloon vir elke addisionele uur gewerk.
- (d) Nadat sodanige werknemer 7 agtereenvolgende skofte gewerk het, is hy op 1 vry skof met volle betaling geregtig asof hy sy gewone gemiddelde werkure vir daardie skof van die week gewerk het; met dien verstande dat as sodanige werknemer nie van hierdie reg gebruik maak nie, hy in plaas daarvan 1/7de van sy gewone weeklikse besoldiging, benewens sy gewone besoldiging, betaal moet word.
- (e) Wanneer 'n wag op enig een van die dae werk wat in subklausule (1) van klausule 15 genoem word, moet sy werkgever, benewens die besoldiging wat ingevolge die bepalings van subklausule (1) van daardie klausule betaalbaar is en behoudens die bepalings van paragraaf (c) van hierdie subklausule, hom 'n besoldiging betaal van minstens 1/84ste van sy weekloon vir elke uur of gedeelte van 'n uur aldus gewerk.
- (2) Elke werkgever moet elke wag voorsien van—
 - (a) 'n geskikte stok of knobkerrie vir die beskerming van sodanige werknemer;
 - (b) 'n polisiefluitjie;
 - (c) 'n geskikte middel om sodanige werknemer warm te hou.

KLOUSULE 34.—ONTWIKKELINGSFONDS VIR DIE MOTORYWERHEID.

(1) Op of voor die 10de dag van elke maand moet elke werkgever aan die sekretaris van die betrokke streekraad saam met die voorgeskrewe vorm 'n heffing van twee sent (2c) per week vir die Ontwikkelingsfonds vir die Motornywerheid ten opsigte van elke werknemer stuur wat raadsheffings ingevolge klausule 11 van hierdie Ooreenkoms betaal.

(2) Motor Industry Development Fund levies received by the Council in accordance with the provisions of sub-clause (1) of this clause, shall be paid to the South African Motor Industry Employers' Association by not later than the 10th day of the month following that during which the levies are received.

(3) The South African Motor Industry Employers' Association shall appoint a Management Committee consisting of members of the South African Motor Industry Employers' Association and the South African Vehicle Builders' and Repairers' Association and such Management Committee shall utilise the Motor Industry Development Fund levies paid to it in terms of sub-clause (2) of this clause as follows:—

- (a) To pay to the Department of Education, Arts and Science the Motor Industry's proportionate share of capital expenses arising from the "block release" system of technical training for apprentices in the Motor Industry;
- (b) to contribute, at its sole discretion towards the cost of any training or other schemes introduced and conducted for the benefit of employees and/or employers in the Motor Industry;
- (c) to meet any charges, expenses or fees payable by the Motor Industry Development Fund in terms of its constitution.

CLAUSE 35.—LETTING AND SUB-LETTING OF PREMISES.

(1) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Motor Industry to be let or sub-let or occupied by any person for the purpose of such person engaging in any work connected with the Motor Industry except with the approval of the Regional Council concerned.

(2) The approval of the Regional Council may be granted or withheld at its discretion.

CLAUSE 36.—TERMINATION OF SERVICES.

(1) Subject to—

- (a) the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient; or
- (b) the provisions of any written agreement between employer and employee stipulating a period in excess of that provided for in this clause;

an employer or his employee shall give notice of intention to terminate a contract of service of not less than—

- (i) one shift's duration in the case of all employees other than those referred to in Schedule B to clause 25;
- (ii) one week in the case of weekly paid employees and two weeks in the case of monthly paid employees referred to in Schedule B to clause 25.

(2) The notice referred to in sub-clause (1) hereof shall, in the case of office, stores, sales and clerical employees be given in writing, shall take effect from the day on which it is given and may be given on any day of the week or month; provided that the period of notice shall not run concurrently with, nor shall notice be given during, the employee's absence on annual leave.

(3) In the event of an employer and/or employee failing to give notice as provided for in sub-clause (1) hereof, he shall pay or forfeit respectively—

- (a) in the case of all employees other than those referred to in Schedule B of clause 25 an amount equal to that which the employee concerned was earning on a normal week day during normal working hours at the time of termination of employment;
- (b) in the case of employees referred to in Schedule B of clause 25 an amount equal to one week's remunerations in the case of weekly paid employees or two weeks' remuneration in the case of a monthly paid employee.

(4) Notwithstanding anything to the contrary in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to herein, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.

CLAUSE 37.—CERTIFICATE OF SERVICE.

An employer shall, when requested by an employee upon the termination of his employment, supply such employee with a certificate of service showing full names of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract and the rate of remuneration at the rate of such termination; provided that where in this Agreement, the wage of any employee is determined by length of service, it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

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(2) Heffings van die Ontwikkelingsfonds vir die Motornywerheid wat deur die Raad ooreenkomstig die bepaling van subklousule (1) van hierdie klousule ontvang word, moet aan die South African Motor Industry Employers' Association op of voor die 10de dag van die maand betaal word wat volg op die maand waarin die heffings ontvang word.

(3) Die South African Motor Industry Employers' Association moet 'n bestuurskomitee aanstel bestaande uit lede van die South African Motor Industry Employers' Association en die South African Vehicle Builders' and Repairers' Association en sodanige bestuurskomitee moet die heffings vir die Ontwikkelingsfonds vir die Motornywerheid wat aan hom betaal word, ingevolge subklousule (2) van hierdie klousule as volg aanwend:—

- (a) Om aan die Departement van Onderwys, Kuns en Wetenskap die Motornywerheid se eweredige aandeel aan kapitaaluitgawes te betaal wat ontstaan uit die blokvrylatingstelsel van tegniese opleiding vir vakleerlinge in die Motornywerheid.
- (b) Om na eie goeddunke alleen by te dra tot die koste van enige opleiding- of ander skemas wat ingevoer en gelei word vir die voordeel van werknemers en/of werkgewers in die Motornywerheid.
- (c) Om enige koste, uitgawes of gelde te dek wat ingevolge sy konstitusie deur die Ontwikkelingsfonds vir die Motornywerheid betaalbaar is.

KLOUSULE 35.—VERHUURING EN ONDERVERHUURING VAN PERSELE.

(1) 'n Werkgewer mag nie, behalwe met die goedkeuring van die betrokke streekraad, enige deel van die perseel wat hy okkupeer en waarin hy werk in verband met die Motornywerheid verrig of verrig het, laat verhuur of onderverhuur aan of laat okkupeer deur 'n persoon met die doel dat sodanige persoon enige werk in verband met die Motornywerheid daarin verrig, of toelaat dat dit aldus verhuur, onderverhuur of geokkupeer word nie.

(2) Die goedkeuring van die streekraad mag na sy goedvinde verleen of geweier word.

KLOUSULE 36.—DIENSBEÏNDIGING.

(1) Behoudens—

- (a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing om enige regsgeldige rede te beëindig; of
- (b) die bepaling van 'n skriftelike ooreenkoms tussen 'n werkgewer en 'n werknemer waarby 'n langer kennisgewingstermyn beding word as dié wat in hierdie klousule bepaal word;

moet 'n werkgewer of sy werknemer soos volg kennis gee van sy voorneme om 'n dienskontrak te beëindig:—

- (i) Minstens 1 skof vooraf in die geval van alle werknemers, uitgesonderd dié bedoel in Bylae B van klousule 25;
- (ii) minstens 1 week vooraf in die geval van weekliks besoldigde werknemers en 2 weke vooraf in die geval van maandeliks besoldigde werknemers bedoel in Bylae B van klousule 25.

(2) Die kennisgewing bedoel in subklousule (1) hiervan, moet, in die geval van kantoor-, pakhuis-, verkoops- en klerklike werknemers, skriftelik wees, moet in werking tree met ingang van die dag waarop sodanige kennis gegee word en mag op enige dag van die week of maand gegee word; met dien verstande dat die kennisgewingstermyn nie mag saamval nie met, en daar nie kennis gegee mag word nie gedurende die werknemer se afwesigheid met jaarlikse verlof.

(3) Ingeval 'n werkgewer en/of 'n werknemer versuim om kennis te gee soos in subklousule (1) hiervan bepaal, moet hy, na gelang van die geval, die volgende betaal of verbeur:—

- (a) In die geval van alle ander werknemers as dié bedoel in Bylae B van klousule 25, 'n bedrag gelyk aan dié bedrag wat die betrokke werknemer op 'n gewone weekdag gedurende gewone werke ten tyde van die beëindiging van sy diens verdien het;
- (b) in die geval van werknemers bedoel in Bylae B van klousule 25, 'n bedrag gelyk aan 1 week se besoldiging in die geval van 'n weekliks besoldigde werknemer of 2 weke se besoldiging in die geval van 'n maandeliks besoldigde werknemer.

(4) Ingeval die geld wat 'n werkgewer aan 'n werknemer in die vorm van loon verskuldig is, onvoldoende is vir die volle bedrag van die verbeuring hierin genoem, is die werkgewer, ondanks andersluidende bepaling in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag af te trek van ander voordele (indien daar is) wat ten tyde van die diensverlating van sodanige werknemer aan hom verskuldig is.

KLOUSULE 37.—DIENSSERTIFIKAAT.

'n Werkgewer moet, wanneer 'n werknemer hom by die beëindiging van sy diens daarom versoek, sodanige werknemer voorsien van 'n dienssertifikaat wat die volle name van die werkgewer en die werknemer, die aard van die werk, die aanvangs- en beëindigingsdatum van die kontrak en die besoldiging ten tyde van sodanige beëindiging meld; met dien verstande dat, waar hierdie Ooreenkoms voorsiening daarvoor maak dat die loon van 'n werknemer volgens die lengte van sy diens bepaal moet word, die plig op die werknemer rus om, by diensverandering, 'n dienssertifikaat aan sy nuwe werkgewer te toon ten einde geregtig te word op sodanige besoldiging wat vir lengte van diens voorskryf word.

CLAUSE 38.—WORKING EMPLOYERS AND PARTNERS.

All working employers and partners engaged in the Motor Industry shall observe the working hours and the hours of opening and closing prescribed in this Agreement.

CLAUSE 39.—EMPLOYMENT OF PERSONS UNDER THE AGE OF FIFTEEN YEARS.

No employer shall employ any person who is under 15 years of age.

CLAUSE 40.—EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

Employees' representatives on the Council or any Regional Council shall be given every reasonable facility by their employers to attend to their duties in connection with meetings of such councils.

CLAUSE 41.—CASUAL LABOURERS.

Notwithstanding anything to the contrary, none of the provisions of this Agreement other than the following shall apply to casual labourers as defined in this clause:—

- (a) The basis of contract of employment of a casual labourer shall be hourly and the employer shall pay such employee where the period of employment on any day—
 - (i) is of two hours' duration or less, an amount equal to not less than the hourly wage for two hours; or
 - (ii) is of longer duration than two hours, but not more than nine hours, not less than the hourly wage for each hour or part of an hour of the time worked; or
 - (iii) is of longer duration than nine hours, overtime for such excess time on the basis prescribed for a labourer in clause 30.
- (b) The employer shall pay the remuneration due to a casual labourer on termination of his employment.
- (c) "Casual labourer" means a labourer who is employed by the same employer on not more than three days in any one week on any of the duties enumerated in the definition "labourer" in this Chapter of the Agreement.
- (d) "Hourly wage" for the purposes of this clause means the weekly wage prescribed for a labourer in this Chapter divided by 46.

CLAUSE 42.—SICK LEAVE.

(1) A person who, in terms of the definition of "employee" in the Act is regarded as a non-employee, and who is absent from work through sickness or accident not caused by his own misconduct or neglect, and not compensable under the Workmen's Compensation Act, 1941, and who is not entitled to any benefits under any sick fund scheme conducted by the Council or any Regional Council shall, during any period of 52 consecutive weeks of employment with the same employer, be entitled to sick leave on full pay from his employer—

- (a) for a period not exceeding six working days if employed in Regions EP or TVL; and
- (b) if employed in any region other than Regions EP, TVL and WP, for a period not exceeding—
 - (i) 10 working days if he normally works a 5-day week; and
 - (ii) 12 working days if he normally works a 5½-day week.

(2) No such person shall qualify for paid sick leave during the first two months of his employment with any one employer.

(3) Paid sick leave shall not be claimable in respect of the first three consecutive working days of absence from work and paid sick leave shall not be accumulative.

(4) (a) A person who is required by his employer to produce a medical certificate, or other evidence of illness shall produce such medical certificate or other satisfactory evidence within a period of not more than two weeks after his return to duty, or otherwise shall forfeit his right to sick pay.

(b) A person who produces a medical certificate or satisfactory evidence of illness immediately on his return to duty shall be entitled to payment of sick leave not later than the first pay-day after his return to duty.

CLAUSE 43.—PROHIBITION OF CESSION OF BENEFITS.

No benefit arising out of an employee's contract of service, whether due by his employer or the Council, shall be capable of being ceded, and no purported cession of such benefits shall be binding on the Council or his employer.

CLAUSE 44.—CASUAL CLERICAL EMPLOYEES.

Notwithstanding anything to the contrary contained in this Agreement none of the provisions of this Agreement other than the following shall apply to casual clerical employees as defined in paragraph (a) of this clause:—

- (a) "Casual clerical employee" shall mean any employee who is temporarily or casually employed by the same employer for not longer than 46 hours, continuous or otherwise, in any one month on any of the duties of a "clerical employee" as defined in this Agreement.

KLOUSULE 38.—WERKENDE WERKGEWERS EN VENNOTE.

Alle werkende werkgewers en vennote in die Motornywerheid, moet die werkeure en die begin- en sluitingsure wat in hierdie Ooreenkoms voorgeskryf word, nakom.

KLOUSULE 39.—INDIENSNEEMING VAN PERSONE ONDER DIE LEEFTYD VAN 15 JAAR.

Geen werkgewer mag enigiemand onder die leeftyd van 15 jaar in diens neem nie.

KLOUSULE 40.—VERTEENWOORDIGERS VAN WERKNEMERS IN DIE RAAD.

Werkgewers moet die verteenwoordigers van werknemers in die Raad of enige streekraad alle redelike fasiliteite verleen om hul pligte in verband met die vergaderings van sodanige rade na te kom.

KLOUSULE 41.—LOS ARBEIDERS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is geen ander bepalings van hierdie Ooreenkoms as die volgende, op los arbeiders, soos in hierdie klousule omskryf, van toepassing:—

- (a) Die dienskontrakgrondslag van 'n los arbeider is uurliks, en die werkgewer moet sodanige werknemer soos volg betaal, waar die dienstdagperk op enige dag—
 - (i) 2 uur of minder duur, 'n bedrag gelyk aan minstens die uurloon vir 2 uur; of
 - (ii) langer as 2 uur duur maar nie langer as 9 uur nie, minstens die uurloon vir elke uur of gedeelte van 'n uur van die tyd gewerk; of
 - (iii) langer as 9 uur duur, oortydbesoldiging vir sodanige langer tyd, op die grondslag wat vir 'n arbeider in klousule 30 voorgeskryf word.
- (b) Die werkgewer moet die besoldiging wat aan 'n los arbeider verskuldig is, by sy diensbeëindiging betaal.
- (c) "Los arbeider" beteken 'n arbeider wat deur dieselfde werkgewer op hoogstens 3 dae in 'n bepaalde week in diens geneem word vir die werksaamhede genoem in die omskrywing van "arbeider" in hierdie Hoofstuk van die Ooreenkoms.
- (d) "Uurloon" beteken die weekloon wat in hierdie Hoofstuk vir 'n arbeider voorgeskryf word, gedeel deur 46.

KLOUSULE 42.—SIEKTEVERLOF.

(1) 'n Persoon wat ooreenkomstig die omskrywing van "werknemer" in die Wet, as 'n nie-werknemer beskou word en wat van sy werk afwesig is weens siekte of 'n ongeluk wat nie deur sy eie wangedrag of nalatigheid veroorsaak is nie en nie ingevolge die Ongevalwet, 1941, vergoedbaar is nie en wat nie op enige voordeel kragtens 'n siektefondsskema wat deur die Raad of 'n streekraad geadministreer word, geregtig is nie, is gedurende enige tydperk van 52 agtereenvolgende weke diens by dieselfde werkgewer daarop geregtig dat sy werkgewer hom siekteverlof met volle betaling verleen—

- (a) vir 'n tydperk van hoogstens 6 werkdade, indien hy in streke EP of streek TVL werksaam is; en
- (b) as hy in enige ander streek as streke EP, TVL en WP werksaam is, vir 'n tydperk van hoogstens—
 - (i) 10 werkdade as hy gewoonlik 5 dae per week werk; en
 - (ii) 12 werkdade as hy gewoonlik 5½ dae per week werk.

(2) Sodanige persoon kom nie gedurende die eerste 2 maande van sy diens by 'n bepaalde werkgewer vir siekteverlof met betaling in aanmerking nie.

(3) Geen betaling ten opsigte van siekteverlof vir die eerste 3 agtereenvolgende werkdade waarop 'n werknemer van sy werk afwesig is, mag geëis word nie, en geen siekteverlof met betaling kan opgehoop word nie.

(4) (a) 'n Persoon van wie deur sy werkgewer vereis word om 'n doktersertifikaat of enige ander bewyse van siekte voor te lê, moet sodanige doktersertifikaat of ander bevredigende bewyse voorlê binne 'n tydperk van hoogstens 2 weke nadat hy terug is by die werk, of anders verbeur hy sy reg op siektebetaling;

(b) iemand wat 'n doktersertifikaat of bevredigende bewys van siekte onmiddellik nadat hy by die werk terug is, voorlê, is geregtig op siekteverlofbetaling nie later nie as die eerste betaaldag nadat hy terug is by die werk.

KLOUSULE 43.—VOORDELE MAG NIE GESEDEER WORD NIE.

Geen voordeel wat uit 'n werknemer se dienskontrak voortvloei, hetsy deur sy werkgewer of deur die Raad verskuldig, mag gesedeer word nie, en geen beweerde sediting van sodanige voordeel is vir die Raad of sy werkgewer bindend nie.

KLOUSULE 44.—LOS KLERKLIKE WERKNEMERS.

Ondanks andersluidende bepalings in hierdie Ooreenkoms, is geen ander bepalings van hierdie Ooreenkoms, as die volgende, op los klerklike werknemers soos in paragraaf (a) van hierdie klousule omskryf, van toepassing nie:—

- (a) "Los klerklike werknemer" beteken 'n werknemer wat tydelik of op 'n los grondslag deur dieselfde werkgewer vir hoogstens 46 uur, hetsy aaneenlopend of nie, in enige bepaalde maand in diens geneem word vir die verrigting van die werksaamhede van 'n "klerklike werknemer" soos in hierdie Ooreenkoms omskryf.

- (b) The basis of contract of employment as a casual clerical employee shall be hourly and the employer shall pay such employee where the period of employment on any day—
- is of two hours' duration or less, an amount equal to not less than the hourly wage for two hours; or
 - is of longer duration than two hours but not more than nine hours, not less than the hourly wage for each hour or part of an hour worked; or
 - is of longer duration than nine hours, overtime for such excess time on the basis of overtime prescribed in clause 30 (4) (c) of this Agreement.
- (c) The employer shall pay the remuneration due to a casual clerical employee on termination of his employment.
- (d) For the purpose of this clause "hourly wage" means the minimum weekly wage prescribed in Schedule B to clause 25 for a qualified male or female (as the case may be) shop assistant, salesman, saleswoman and/or clerical employee divided by 46.

CHAPTER II.

VEHICLE BODY BUILDING ESTABLISHMENTS.

NOTE.—This Chapter is divided into two Parts. The Provisions of Part I apply to all vehicle body building establishments. The provisions of Part II apply only to those vehicle body building establishments which are registered in terms of clause 2 of that part.

PART I.

CLAUSE 1.—SCOPE OF APPLICATION.

(1) The provisions of this part of Chapter II of the Agreement shall apply to establishments (hereinafter referred to as "vehicle body building establishments") wherein, whereon, or wherefrom vehicle body building is carried on and to the employers conducting such establishments and to their employees.

(2) Save where otherwise provided herein, the provisions of Chapter I of this Agreement shall also apply to vehicle body building establishments provided that where the provisions of Chapter I are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(3) Notwithstanding anything to the contrary the provisions of this Chapter and of Chapter I of this Agreement shall apply to office, stores, sales and clerical employees only in those vehicle body building establishments or portions of such establishments which constitute a "shop". A "shop" for the purpose of this sub-clause means any vehicle body building establishment or portion of such establishment to which the public is invited for the purpose of purchasing, otherwise than by public auction, the goods displayed therein or thereon, but does not include any vehicle body building establishment trading in goods exclusively manufactured by such establishment.

(4) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I relating to B/A journeymen shall not apply to vehicle body building establishments.

CLAUSE 2.—DEFINITIONS.

In this part, unless the context otherwise indicates—

- "Char" means a woman mainly or exclusively employed in any one or more of the following duties:—
Cleaning and/or washing premises, toilets, furniture, utensils or similar articles;
making and/or serving tea or similar beverages;
preparing and/or serving food not for sale to the public.
- "Labourer" means an employee mainly or exclusively engaged in any of the following duties and/or any of the duties enumerated in paragraphs (a) and (b) of the definition of "Labourer" in Chapter I of this Agreement:—
Applying or removing quick release clamps—all types;
grinding or buffing iron or other metals or materials other than precision work;
heating up lead and dipping;
operating cranes or gantries other than cab-operated cranes or gantries;
removing slave bolts; rivet heating; sand or shotblasting; striking; stripping springs which have been removed from vehicles;
touching-up screwheads or bolts or similar protruding or hidden parts on new vehicles with paint, by brush.
- "Marking off" means the operation of marking any material from a pattern or template.
- "Operative grade VL" means an employee mainly or exclusively engaged in—
Assembling articles and/or components where no fitting is required;

- (b) Die dienskontrakgrondslag van 'n los klerklike werknemer is uurliks, en die werkgever moet sodanige werknemer soos volg betaal: Waar die dienstdag op enige dag—
- 2 uur of minder duur, 'n bedrag gelyk aan minstens die uurloon vir 2 uur; of
 - langer as 2 uur duur maar nie langer as 9 uur nie, minstens die uurloon vir elke uur of gedeelte van 'n uur gewerk; of
 - langer as 9 uur duur, oortydbesoldiging vir sodanige langer tydperk op grondslag van die oortydbesoldiging wat in klousule 30 (4) (c) van hierdie Ooreenkoms voorgeskryf word.
- (c) Die werkgever moet die besoldiging wat aan 'n los klerklike werknemer verskuldig is, by sy diensbeëindiging betaal.
- (d) Vir die toepassing van hierdie klousule beteken "uurloon" die minimum weekloon wat in Bylae B van klousule 25 voorgeskryf word vir 'n gekwalifiseerde manlike of vroulike (na gelang van die geval) winkelassistent/verkoper/verkoopster en/of klerklike werknemer, gedeel deur 46.

HOOFSTUK II.

VOERTUIGBAKBOUINRIGTINGS.

NOTE.—Hierdie Hoofstuk is in twee dele verdeel. Die bepalinge van Deel I is op alle voertuigbakbouinrigtings van toepassing. Die bepalinge van Deel II geld slegs vir dié voertuigbakbouinrigtings wat ooreenkomstig klousule 2 van dié Deel geregistreer is.

DEEL I.

KLOUSULE 1.—TOEPASSINGSBESTEK.

(1) Die bepalinge van hierdie Deel van Hoofstuk II van die Ooreenkoms is van toepassing op bedryfsinrigtings (hieronder „voertuigbakbouinrigtings" genoem) waarin, waarop of waaruit bakbouwerk verrig word, en op die werkgevers wat sodanige bedryfsinrigtings bestuur, en ook op hul werknemers.

(2) Behoudens andersluidende bepalinge hierin, is die bepalinge van Hoofstuk I van hierdie Ooreenkoms ook op voertuigbakbouinrigtings van toepassing, met dien verstande dat waar die bepalinge van Hoofstuk I met die bepalinge van hierdie Hoofstuk strydig is, laasgenoemde bepalinge geldig is en nagekom moet word.

(3) Ondanks andersluidende bepalinge, is die bepalinge van hierdie Hoofstuk en Hoofstuk I van hierdie Ooreenkoms van toepassing op kantoor-, pakhuis-, verkoop- en klerklike werknemers slegs in die voertuigbakbouinrigtings of gedeeltes van sodanige inrigtings waaruit 'n "winkel" bestaan. Vir die toepassing van hierdie subklousule beteken 'n "winkel" 'n voertuigbakbouinrigting of gedeelte van sodanige inrigting waarheen die publiek genooi word met die doel om die goedere wat daarin of daarop uitgestal word, op 'n ander manier te koop as per openbare veiling, maar omvat dit nie 'n voertuigbakbouinrigting wat handeldryf in goedere wat uitsluitlik deur sodanige inrigting vervaardig word nie.

(4) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die bepalinge van Hoofstuk I betreffende B/A-vakmanne nie op voertuigbakbouinrigtings van toepassing nie.

KLOUSULE 2.—WOORDOMSKRIVING.

In hierdie Deel, tensy die samehang anders aandui, beteken—

- "skoonmaakster" 'n vrou wat hoofsaaklik of uitsluitlik een of meer van die volgende pligte vervul:—
Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;
tee of soortgelyke drankke maak en/of opdien;
voedsel wat nie vir verkoop aan die publiek bedoel is nie berei en/of opdien;
- "arbeider" 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende pligte en/of enigeen van die pligte in paragrawe (a) en (b) van die omskrywing van "arbeiders" in Hoofstuk I van hierdie Ooreenkoms genoem, in diens is:—
Snelloosklampe—alle tipes—aansit of verwyder;
yster of ander metale of materiale skuur of fynskuur, uitgesonderd presiesiewerk;
lood opwarm en indompeling;
hyskrane of bokkrane bedien, uitgesonderd hyskrane of bokkrane met kajuitbediening;
knegboute verwyder; klinknaelverhitting; sand- of skrootblaaswerk; slaanwerk; gedemonteerde vere wat uit voertuie verwyder is, uitmekaarhaal; skroefkoppe of boutte of soortgelyke uitstaande of versteekte onderdele aan nuwe voertuie deur middel van 'n kwas met verf bywerk;
- "afmerkwerk" die merk van enige materiaal van 'n patroon af;
- "werkman graad VL" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:—
Artikels en/of onderdele inmekaarsit waar geen montering nodig is nie;

assisting a journeyman or an apprentice of not less than one year's experience in the installation and/or stapling into position of electric cables for interior lighting or fittings, or assisting with the fixing of self-aligning dies in the setting of machines;
 baring wires and fixing cable ends;
 cutting or shearing metal or other materials with hack or circular saw or friction cutter to stops or jigs or to markings on materials made by a journeyman, apprentice with not more than four years to serve, or an operative grade CV;
 bending and/or forming with special purpose machines, jigs, or templates—hand or machine—but not setting up of machine;
 dipping in enamels and/or paint;
 drilling other than precision work;
 inserting and/or tightening and/or loosening body-holding-down bolts and/or seat fixing bolts;
 making parts from pre-mixed plastic materials in pre-formed moulds;
 marking off;
 pressing and/or notching to stops, jigs, dies or templates—by hand or machine—but excluding the setting of jigs or dies;
 punching by hand or machine to pre-set stops, marks, jigs or to templates under the supervision of a journeyman or an apprentice of not less than one year's experience;
 rivet striking;
 rough cutting of materials with hacksaw (power or hand operated), after the materials have been marked out by a journeyman, apprentice with not more than four years to serve, or an Operative Grade CV;
 screwing and/or tapping by means of screwing or tapping machines or attachments;
 spot or resistance welding on sub-assembly work with components in special purpose jigs or fixtures;
 threading of bolts or tapping of holes or nuts by hand; using pre-set oxy-acetylene for rough cutting.

CLAUSE 3.—PAYMENT OF EARNINGS.

(1) All wages shall, subject to the provisions of sub-clause (2) of this clause, be paid weekly or monthly, as the case may be.

(2) (a) Weekly paid employees shall be paid their wages in cash—

- (i) on each ordinary pay-day by the normal stopping time of the day shift of the establishment for that day; or
- (ii) on termination of employment if this takes place before the ordinary pay-day.

(b) Monthly paid employees shall be paid their wages in cash or by cheque on or before the last working day of the month, or on termination of employment if this takes place before the ordinary pay-day of an employee.

(3) All earnings shall be handed to employees in sealed containers on which shall be reflected or which shall be accompanied by a statement showing—

- (a) the name of the employer;
- (b) the name of the employee;
- (c) the date of payment;
- (d) the period in respect of which payment is made;
- (e) the number of ordinary and overtime hours worked and the earnings due therefor;
- (f) the number of hours worked on a Sunday and the earnings due therefor;
- (g) details of any other earnings;
- (h) details of any deductions which have been made;
- (i) the amount enclosed; and
- (j) in the case of employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of clause 4 of this Chapter.

(4) No employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer or to purchase any goods from the employer.

(5) Unless otherwise provided for in this Agreement, no deductions or set-off of any description other than the following shall be made from the earnings which an employee would normally be entitled to receive:—

(a) Subject to the provisions of clause 4 of this Chapter, where an employee is absent from work (other than on paid leave), a deduction proportionate to such absence calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof; provided that—

- (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;

'n vakman of 'n vakleerling met minstens 1 jaar ondervinding, help met die installering en/of in posisie kram van elektriese kables vir binnenshuise verligting of toebehore, of met die vassit van selfrigtende matryse by die stel van masjiene;
 drade kaalmaak en kabelente vassit;
 metaal of ander materiale met 'n yster- of sirkelsaag of wrywingsnyer volgens stuiters of leipatrone of volgens merke wat deur 'n vakman, vakleerling wat nog hoogstens 4 jaar moet uitdien, of werkmansgraad CV op materiale aangebring is, sny of knip;
 met spesialedoelmasjiene, setmate of patrone—hand- of masjiene—buig en/of fatsoeneer, maar nie opstel van masjiene nie;
 in emalje en/of verf inoos;
 boorwerk maar nie presiesiewerk nie;
 boue wat die bak vashou en/of boue wat sitplekke vassit, insit en/of vasdraai en/of losdraai;
 onderdele uit vooraf gemengde plastiekstowwe in vooraf gefatsoeneerde gietvorms maak;
 afmerkwark;
 volgens stuiters, setmate, matryse of patrone—met die hand of masjiene—pers en/of inkerf, maar uitgesonderd die stel van setmate of matryse;
 met die hand of masjiene volgens vooraf gestelde stuiters, merke, setmate of patrone pons en wel onder die toesig van 'n vakman of 'n vakleerling met minstens 1 jaar ondervinding;
 inslaan van klinknaels;
 ruwe afsaag van materiale met ystersaag (krag- of handbedien), nadat die materiale deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien, werkmansgraad CV uitgemerk is;
 draad insny en/of tapwerk, deur middel van draadsny- of tapmasjiene of -hegstukke;
 punt- of weerstandswaas aan subsamestelwerk met onderdele in spesialedoelsetmate of vaste patrone;
 met die hand draad in boue sny of gate of moere tap;
 'n vooraf gestelde oksiasietleentoestel vir ruwe snywerk gebruik.

KLOUSULE 3.—BETALING VAN VERDIENSTE.

(1) Alle lone moet, behoudens die bepalings van subklausule (2) van hierdie klousule, weekliks of maandeliks, na gelang van die geval, betaal word.

(2) (a) Weekliks besoldigde werknemers moet hul lone in kontant ontvang—

- (i) op elke gewone betaaldag teen die gewone ophoutyd van die dagskof van die bedryfsinrigting vir daardie dag; of
- (ii) by diensbeëindiging, indien dit voor die gewone betaaldag plaasvind.

(b) Maandeliks besoldigde werknemers moet hul loon voor of op die laaste werkdag van die maand, of by diensbeëindiging, indien dit voor die gewone betaaldag van 'n werknemer plaasvind, in kontant of per tjek ontvang.

(3) Alle verdienste moet aan werknemers oorhandig word in verseëelde houers waarop die volgende moet verskyn of wat versig moet gaan van 'n staat wat die volgende aangee:—

- (a) Die naam van die werkgewer;
- (b) die naam van die werknemer;
- (c) die datum van betaling;
- (d) die tydperk ten opsigte waarvan betaling geskied;
- (e) die getal gewone en oortydure gewerk en die verdienste daarvoor verskuldig;
- (f) die getal ure op 'n Sondag gewerk en die verdienste daarvoor verskuldig;
- (g) besonderhede van enige ander verdienste;
- (h) besonderhede van enige bedrag wat afgetrek is;
- (i) die bedrag ingesluit; en
- (j) in die geval van ander werknemers as vakmanne, enige bedrag verskuldig as verlofbesoldiging ooreenkomstig subklausule (1) van Afdeling B van klousule 4 van hierdie Hoofstuk.

(4) Van geen werknemer moet, as deel van sy dienskontrak, vereis word om by sy werkgewer of enige plek wat deur laasgenoemde aangewys word, etes en/of huisvesting te ontvang nie of om enige goedere van die werkgewer te koop nie.

(5) Tensy anders in hierdie Ooreenkoms bepaal, mag geen bedrag van enige aard, uitgesonderd die volgende, afgetrek of as skuldvergelik agtergehou word van die verdienste wat 'n werknemer normaalweg geregtig sou wees om te ontvang nie:—

- (a) Behoudens die bepalings van klousule 4 van hierdie Hoofstuk, waar 'n werknemer van sy werk afwesig is (uitgesonderd met besoldigde verlof), 'n bedrag in verhouding tot sodanige afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde van die afwesigheid; met dien verstande dat—

- (i) waar sodanige afwesigheid die gevolg is van ongeskiktheid of 'n siekte wat binne die bestek van die Ongevalwet, 1941, val, die aftrekking ten opsigte van die eerste week van afwesigheid hoogstens 70 persent van die werknemer se loon mag bedra;

- (ii) an employer may, as a condition precedent to the payment in terms of proviso (i) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
 - (b) Subject to the provisions of clause 4 of this Chapter, with the written consent of the employee, deductions for holiday, insurance, provident and/or pension funds where such funds are not administered by a Regional Council or the Council;
 - (c) with the written consent of the employee and of the Regional Council or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;
 - (d) contributions to the Council in terms of clause 11 of Chapter I of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
 - (e) any amount which an employer is legally or by order of a competent Court, required to pay for or on behalf of an employee;
 - (f) where any employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Regulation Act, 1911, as amended, to accept board and/or lodging from his employer, a deduction not exceeding 60c per week when board and lodging is provided, or not more than 35c per week for board only, or 25c per week for lodging only;
 - (g) subscriptions to the Motor Industry Employees' Union of South Africa and the Motor Industry Coloured Workers' Union in terms of clause 12 of Chapter I, or to such other registered trade unions as may be approved by a Regional Council or the Council.
- (6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 4.—ANNUAL LEAVE.

Definitions.

For the purpose of this clause—

- (1) "Leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of Section A of this clause.
 - (2) The terms "employment" and "shift" shall be deemed to include—
 - (a) shifts which are of shorter duration than those permitted in terms of this Chapter, because—
 - (i) the employee arrived late at his place of work, but such lateness did not exceed half an hour, or
 - (ii) short-time was worked, or
 - (iii) such shorter shifts were worked with the permission of the employer.
 - (b) Shifts which the employee concerned normally would have worked but did not work because he was—
 - (i) absent on paid leave in terms of this Agreement;
 - (ii) required to undergo training in terms of the Defence Act, 1957 (Act No. 44 of 1957) to the extent of a maximum period of four months per year;
 - (iii) absent from work on the instruction or at the request of his employer;
 - (iv) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding thirty days in any leave cycle;
 - (v) absent from work on any of the public holidays referred to in clause 15 (1) of Chapter I;
- provided that an employee who, after the expiration of his annual leave, ends his employment by desertion, shall have no claim in respect of paragraph 2 (b) (i) above.
- (3) "Remuneration" means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of a period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment.

NOTE.—The remainder of this clause is subdivided into 4 sections as follows:—

Section A which deals with annual leave and determines *inter alia* such matters as who shall be entitled to annual leave, the period of annual leave to be granted to employees, when leave shall become due, the calculation of leave pay, etc.;

Section B which contains provisions relating to accrued leave pay;

Section C which contains provisions relating to additional holiday pay; and

Section D which contains provisions for the administration of a "Contingency Reserve".

- (ii) 'n werkgewer, as 'n vooraf gestelde voorwaarde tot die betaling van enige bedrag, ooreenkomstig voorbehoudsbepaling (i), van die werknemer vereis om 'n doktersertifikaat in te dien wat die aard en duur van die werknemer se ongeskiktheid vermeld;
- (b) behoudens die bepaling van klousule 7 van hierdie Hoofstuk, met die skriftelike toestemming van die werknemer, bedrae vir 'n vakansie-, versekerings-, voorsorg- en/of pensioenfonds, waar sodanige fonds nie deur 'n streekraad of die Raad geadminestreer word nie;
- (c) met die skriftelike toestemming van die werknemer en van die streekraad of die Raad, bedrae ten opsigte van tee-, sport- en soortgelyke klubs, of aankope deur werknemers van hul werkgewers;
- (d) bydraes aan die Raad ingevolge klousule 11 van Hoofstuk I van hierdie Ooreenkoms, en bydraes aan enige siektebestands-, voorsorg- en/of pensioenfonds wat deur 'n streekraad of die Raad geadminestreer word;
- (e) 'n bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof vir of namens 'n werknemer moet betaal;
- (f) waar 'n werknemer daartoe instem of hy ingevolge die Bantoe (Stadsgebiede) Konsolidasie Wet, 1945, soos gewysig, of die Bantoe-arbeid Regelsingwet, 1911, soos gewysig, etes en/of huisvesting van sy werkgewer moet aanneem, 'n bedrag van hoogstens 60c per week as etes en huisvesting verskaf word, of hoogstens 35c per week slegs vir etes, of 25c per week slegs vir huisvesting.
- (g) ledegelde aan die Motor Industry Employees' Union of South Africa en die Motor Industry Coloured Workers' Union ingevolge klousule 12 van Hoofstuk I, of aan sodanige ander geregistreerde vakverenigings as wat 'n streekraad of die Raad kan goedkeur.
- (6) Elke werknemer moet, indien sy werkgewer dit van hom vereis, by ontvangs van sy verdienste die ontvangs daarvan skriftelik erken.

KLousULE 4.—JAARLIKSE VERLOF.

Woordomskrywings.

Vir die toepassing van hierdie klousule—

- (1) beteken „verloftydkring" die tydperk waarin 'n werknemer 3 weke verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule verdien;
 - (2) word die woorde „diens" en „skof" geag die volgende in te sluit:—
 - (a) Skofte wat korter duur as dié ingevolge hierdie Hoofstuk toegelaat, omdat—
 - (i) die werknemer laat by sy werkplek aangekom het, maar sodanige laatkom nie 'n halfuur oorskry het nie; of
 - (ii) korttyd gewerk is; of
 - (iii) sodanige korter skofte met toestemming van die werkgewer gewerk is;
 - (b) skofte wat die betrokke werknemer normaalweg sou gewerk het maar nie gewerk het nie omdat hy—
 - (i) afwesig was met verlof met betaling kragtens hierdie Ooreenkoms;
 - (ii) verplig was om opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957), te ondergaan, tot 'n maksimum tydperk van 4 maande per jaar;
 - (iii) van die werk afwesig was op las of op versoek van sy werkgewer;
 - (iv) van die werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesaam hoogstens 30 dae in enige verloftydkring;
 - (v) van die werk afwesig was op enigeen van die openbare vakansiedae in klousule 8 van hierdie Hoofstuk bedoel;
- met dien verstande dat 'n werknemer wat, na die verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van paragraaf 2 (b) (i) hierbo kan instel nie;
- (3) beteken „besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en word die bedrag van sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang het of wat hom toegeval het ten opsigte van 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig.

OPMERKING.—Die res van hierdie klousule is in 4 afdelings en wel soos volg verdeel:—

Afdeling A, wat oor jaarlikse verlof handel en o.a. sodanige sake bepaal soos wie op jaarlikse verlof geregtig is, die tydperk van jaarlikse verlof wat aan werknemers toegestaan moet word, wanneer verlof hulle toeval, die berekening van verlofbesoldiging, ens., bepaal;

Afdeling B, wat bepalinge met betrekking tot opgelope verlofbesoldiging bevat;

Afdeling C, wat bepalinge met betrekking tot addisionele vakansiebesoldiging bevat; en

Afdeling D, wat bepalinge vir die administrasie van 'n "Gebruiklikheidsreserwe" bevat.

SECTION A.—ANNUAL LEAVE.

(1) Three weeks' annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, and to all employees for whom wages or remuneration are prescribed in this Chapter of the Agreement who have completed with the same employer since the date of engagement or from the date on which the previous annual leave fell due (whichever is the later) the periods of continuous employment set out in the Schedule to this sub-clause.

Schedule.

(a) Weekly paid employees, other than watchmen: 261 shifts excluding overtime.

(b) Watchmen and monthly paid employees: 12 months.

(2) Annual leave shall become due immediately an employee has completed the qualifying period specified in sub-clause (1) of this section, but it may be taken before or after it becomes due if—

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree;

provided that annual leave shall in no circumstances be taken more than two months before due date, nor delayed for more than four months after due date unless the employee and the employer concerned have before the expiry of such period of four months, agreed thereto in writing, and shall not be delayed by more than six months after due date.

(3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) If any of the paid public holidays referred to in clause 15 (1) (a) of Chapter I falls on a working day within the period of leave of an employee the employer shall either—

(a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or

(b) pay to the employee in question one normal day's pay in lieu of leave on the pay day immediately following such employee's period of leave.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor unless the employee so requests in writing, with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in clause 42 of Chapter I of this Agreement shall not be counted as part of such employee's annual leave.

(6) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the Industry during the period of his leave.

(7) Except as provided elsewhere in this Agreement, no deductions from leave pay shall be made as a set-off against any moneys which may be owing to the employer.

(8) On the termination of the services of an employee who has qualified for annual leave in terms of sub-clause (1) of this section, but who has not been granted or has not taken his leave at the date of such termination, the employer shall pay him an amount of leave pay calculated in accordance with the provisions of sub-clause (1) of section B of this clause.

(9) (a) An employer may at any time, but not more than once in any period of 12 consecutive months, close his establishment for purposes of granting his employees paid leave as prescribed by this clause and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, he employer shall pay him an amount on the basis laid down in sub-clause (1) of section B of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period the establishment is closed and which are required to be added to an employee's annual leave in terms of sub-clause (4) of section A of this clause at a rate not less than he would normally have received for his ordinary working hours for that day of the week; provided that maintenance personnel may, subject to the provisions of sub-clause (6) of section A of this clause, be required or permitted to work during the period the establishment is closed in terms of this sub-clause.

(b) For the purpose of this clause "maintenance personnel" shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

(c) An employer who decides to close his establishment in terms of this sub-clause shall advise his employees of his decision at least 3 months before such closing.

AFDELING A.—JAARLIKSE VERLOF.

(1) Drie weke jaarlikse verlof met volle besoldiging moet toegestaan word aan vakleerlinge, kwekelinge wat opleiding ooreenkomstig die Wet op Opleiding van Ambagsmanne ondergaan en aan alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperke van deurlopende diens wat in die Bylae van hierdie subklousule vermeld word, by dieselfde werkgever voltooi het.

Bylae.

(a) Weekliks besoldigde werknemers, uitgesonderd wagte: 261 skofte, uitgesonderd oortyd.

(b) Wagte en maandelikse besoldigde werknemers: 12 maande.

(2) Jaarlikse verlof val aan 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk voltooi het wat in subklousule (1) van hierdie Afdeling gespesifiseer word, maar dit kan geneem word voor of nadat dit hom toeval indien—

(a) die behoeftes van die werkgever se besigheid aldus vereis; of

(b) die werkgever en die werknemer aldus ooreenkom;

met dien verstande dat jaarlikse verlof onder geen omstandighede meer as 2 maande voor die toevaldatum geneem mag word nie of dat dit meer as 4 maande na die toevaldatum uitgestel mag word nie, tensy die betrokke werknemer en werkgever voor die verstryking van sodanige tydperk van 4 maande skriftelik daartoe ooreengekom het en mag dit nie met langer as 6 maande na die toevaldatum uitgestel word nie.

(3) Behoudens subklousule (1) van hierdie Afdeling word besoldiging vir jaarlikse verlof bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem, en moet die werkgever dit op die laatste werkdag voor die aanvang van sy verlof aan hom betaal.

(4) As enigeen van die besoldigde openbare vakansiedae in klousule 15 (1) (a) van Hoofstuk I op 'n werkdag binne die tydperk van verlof van 'n werknemer val, moet die werkgever of—

(a) 1 werkdag met volle besoldiging by genoemde verloftydperk ten opsigte van elke sodanige besoldigde openbare vakansiedag voeg; of

(b) aan die betrokke werknemer 1 gewone dag se besoldiging in plaas van verlof betaal op die betaaldag wat onmiddellik op sodanige werknemer se tydperk van verlof volg.

(5) (a) Jaarlikse verlof moet nie saamval met enige tydperk waartydens die werknemer onder kennisgewing van diensbeëindiging staan nie en ook nie, tensy die werknemer skriftelik aldus versoek, met enige tydperk waarin 'n werknemer militêre opleiding insoos die Verdedigingswet, 1957, ondergaan nie.

(b) Enige tydperk waartydens 'n werknemer met siekteverlof is soos in klousule 42 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf is, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(6) Geen werknemer mag sy gewone beroep gedurende die tydperk van sy verlof beoefen nie en geen werkgever mag van enige werknemer vereis of hom wilens en wetens toelaat dat hy gedurende die tydperk van sy verlof in die Nywerheid werk nie.

(7) Behalwe soos elders in hierdie Ooreenkoms bepaal mag geen bedrae van verlofbesoldiging as skuldvergelyking afgetrek word van geld wat aan die werkgever verskuldig mag wees nie.

(8) By die beëindiging van die diens van 'n werknemer wat vir jaarlikse verlof ingevolge subklousule (1) van hierdie Afdeling gekwalifiseer het maar aan wie se verlof nie toegestaan is of hy dit nie geneem het by die datum van sodanige beëindiging nie, moet die werkgever hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalinge van subklousule (1) van Afdeling B van hierdie klousule.

(9) (a) 'n Werkgever kan te eniger tyd, maar hoogstens 1 maal in 'n tydperk van 12 agtereenvolgende maande sy bedryfsinrigting sluit ten einde aan sy werknemers verlof met besoldiging toe te staan soos by hierdie klousule voorgeskryf, en waar 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskryfde tydperk van jaarlikse verlof met besoldiging geregtig is nie, moet die werkgever aan hom 'n bedrag betaal op die grondslag wat in subklousule (1) van Afdeling B van hierdie klousule voorgeskryf is, asof sy diens geëindig het, plus besoldiging ten opsigte van enige van die besoldigde openbare vakansiedae wat binne die tydperk val waartydens die bedryfsinrigting gesluit is en wat by 'n werknemer se jaarlikse verlof ingevolge subklousule (4) van Afdeling A van hierdie klousule getel moet word, teen 'n skaal van minstens dié wat hy normaalweg vir sy gewone werke vir daardie dag van die week sou ontvang het; met dien verstande dat van onderhoudspersoneel, behoudens die bepalinge van subklousule (6) van Afdeling A van hierdie klousule, vereis mag word of hulle toegelaat mag word om gedurende die tydperk waartydens die bedryfsinrigting ingevolge hierdie subklousule gesluit is, te werk.

(b) Vir die toepassing van hierdie klousule beteken "onderhoudspersoneel" werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie.

(c) 'n Werkgever wat besluit om sy bedryfsinrigting ooreenkomstig hierdie subklousule te sluit, moet sy werknemers minstens 3 maande voor sodanige sluiting van sy besluit in kennis stel.

SECTION B.—ACCURED LEAVE PAY.

(1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of "shifts" at the beginning of this clause, an employee who is discharged from or who leaves his employment before he has qualified for annual leave in terms of sub-clause (1) of section A of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed week of employment (i.e. 5 shifts) from the date of beginning work with the employer or from the date on which last leave became due whichever is the later.

(2) (a) In the case of all employees other than journeymen the accrued leave pay referred to in sub-clause (1) of this section shall be paid direct to the employee on termination of service.

(b) In the case of journeymen accrued leave pay shall not be handed to or taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(c) An employer when making payment in terms of paragraph (b) of this sub-clause shall complete in quadruplicate a leave pay voucher in the form prescribed in Annexure C to this Agreement, shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council concerned, and hand the remaining two copies to the journeyman concerned who shall forthwith sign and forward one copy to the Secretary of the Regional Council and retain the other copy for purposes of paragraph (d) of this sub-clause.

(d) Where a journeyman, who has been discharged from, or has left his employment before he has qualified for annual leave, enters the service of another employer in the Motor Industry, the following provisions shall apply—

- (i) The journeyman must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause.
- (ii) The journeyman's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) to Section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay vouchers handed by him to the new employer.
- (iii) Two weeks before the journeyman is due to take paid leave from the new employer the copy leave pay voucher handed by the journeyman to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher.
- (iv) The new employer shall pay to the journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of this clause.
- (v) A journeyman who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.

(3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(4) All amounts received in respect of leave pay shall be placed in a special account operated by Regional Councils.

(5) Accrued leave pay held on behalf of a journeyman shall be paid to him—

- (a) if he leaves the Industry, subject to sub-clause (3) of this section, on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;
- (b) while he is employed in the Industry, when he proceeds on annual leave;

or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY.

(1) Every employer shall pay an amount of Additional Holiday Pay in respect of each journeyman and, from 28 March, 1966, in respect of each Operative in his employ. The amount of Additional Holiday Pay payable in respect of every journeyman shall be R2 for each week of employment; provided that—

- (a) where a journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no Additional Holiday Pay shall, subject to the provisions of sub-paragraph (b) (iv) of the definition of "shifts" at the beginning of this clause, be payable on behalf of such employee in respect of that week; and

AFDELING B.—OPGELOPE VERLOFBESEDIGING.

(1) Behoudens die bepalings van subklousule (3) van hierdie afdeling en die voorbehoudsbepaling by die omskrywing van "skofte" aan die begin van hierdie klousule, is 'n werknemer wat uit sy diens ontslaan word of dit verlaat voordat hy vir jaarlikse verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlofbesoldiging gelyk aan $\frac{1}{52}$ van een week se besoldiging vir elke voltooide week diens (d.w.s. 5 skofte) vanaf die datum waarop hy by die werkgever begin werk het of vanaf die datum waarop verlof hom laas toegeval het, nl. die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne moet die opgelope verlofbesoldiging in subklousule (1) van hierdie Afdeling genoem, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne moet opgelope verlofbesoldiging nie aan die werknemer oorhandig of deur hom geneem word nie, maar moet dit onmiddellik by dienbeëindiging deur die werkgever aan die Sekretaris van die Streekraad wat regsbevoegdheid het, gestuur word.

(c) Wanneer 'n werkgever 'n betaling ingevolge paragraaf (b) van hierdie subklousule doen, moet hy 'n verlofbetaalbewys in viervoud invul en wel in die vorm in Aanhangsel C van hierdie Ooreenkoms voorgeskrif, een kopie in sy besit hou, een kopie aan die sekretaris van die betrokke streekraad stuur en die oorblywende twee kopieë aan die betrokke vakman oorhandig, wat een kopie onverwyld moet onderteken en dit aan die Sekretaris van die Streekraad moet stuur en die ander kopie vir die toepassing van paragraaf (d) van hierdie subklousule moet bewaar.

(d) Waar 'n vakman wat uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, in diens van 'n ander werkgever in die Motornywerheid tree, is die volgende bepalings van toepassing:—

- (i) Die vakman moet aan die nuwe werkgever kopieë voorlê van verlofbetaalbewyse wat naamlik deur die vorige werkgewers in die Motornywerheid aan hom uitgereik en ingevolge paragraaf (c) van hierdie subklousule deur hom gehou is.
- (ii) Die vakman se verlof val hom toe wanneer hy 'n aantal skofte of 'n tydperk gelyk aan dié in die Bylae van subklousule (1) van Afdeling A van hierdie klousule voorgeskrif, by die nuwe werkgever gewerk het, min die gesamentlike getal skofte of tydperke wat aangedui word op die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgever oorhandig het.
- (iii) Twee weke voordat die vakman verlof met besoldiging by die nuwe werkgever neem, moet die kopie van die verlofbetaalbewys wat die vakman aan sy nuwe werkgever oorhandig het, onderteken en aan die betrokke Streekraad gestuur word en moet aansoek om betaling van die bedrag van die betaalbewys gedoen word.
- (iv) Die nuwe werkgever moet aan die vakman, wanneer hy sy verlof met besoldiging neem, die bedrag aan verlofbesoldiging wat ingevolge subklousule (1) van hierdie klousule vir hom opgeloop het, aan die vakman betaal.
- (v) Aan 'n vakman wat sy diens verlaat nadat sy verlof hom toegeval het maar voordat dit toegestaan is, moet die bedrag wat as verlofbesoldiging aan hom verskuldig is, wanneer sy verlof hom toeval, deur die werkgever betaal word en moet self van die betrokke Streekraad die bedrag van enige verlofbetaalbewyse in sy besit, eis deur dit te onderteken en aan die Sekretaris van die Streekraad te stuur.

(3) Opgelope verlofbesoldiging wat deur 'n Streekraad of deur 'n werkgever namens 'n werknemer gehou word wat om gesondheidsredes of enige ander ongeskiktheid nie in staat is om sy beroep voort te sit nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeelde verskuldig aan 'n werknemer wat in die loop van sy diens sterf, moet onmiddellik aan sy boedel betaal word.

(4) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang is, moet in 'n spesiale rekening wat deur streekraade in stand gehou word, geplaas word.

(5) Opgelope verlofbesoldiging wat namens 'n vakman gehou word, moet aan hom betaal word—

- (a) indien hy die Nywerheid verlaat, behoudens subklousule (3) van hierdie Afdeling, by die verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin ooploop het;
- (b) terwyl hy in die Nywerheid in diens is, wanneer hy met jaarlikse verlof gaan;

of eerder na goedvinde van die betrokke Streekraad.

AFDELING C.—ADDITIONELE VAKANSIEBESOLDIGING.

(1) Elke werkgever moet 'n bedrag aan addisionele vakansiebesoldiging ten opsigte van elke vakman en, vanaf 28 Maart 1966, ten opsigte van elke werkmán, in sy diens betaal. Die bedrag van die addisionele vakansiebesoldiging betaalbaar ten opsigte van elke vakman is R2 vir elke week diens; met dien verstande dat—

- (a) waar 'n vakman loon vir minder as altesaam 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens die bepalings van subparagraaf (b) (iv) van die omskrywing van "skofte" aan die begin van hierdie klousule, namens sodanige vakman ten opsigte van dié week betaalbaar is nie; en

(b) where in any leave cycle a journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 40 cents in respect of each further day of absence through illness or accident.

(2) The amounts payable in respect of journeymen in terms of sub-clause (1) of this section shall be remitted by the employer monthly, but not later than the 10th day of the month following that to which such amounts refer, to the Secretary of the Regional Council in whose area of jurisdiction his establishment is situated, under cover of and together with particulars required in the form prescribed for this purpose by the Regional Council concerned.

(3) The additional holiday pay payable in terms of sub-clause (1) of this section shall be payable to journeymen when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(4) Except as provided elsewhere in this Agreement, no deduction from additional holiday pay shall be made as a set-off against any money which may be owing to the employer.

(5) The amount of the additional holiday pay payable to an operative shall be one week's pay at the rate the employee in question is earning at the time his leave becomes due and is taken, operative shall be one week's pay at the rate the employee in reduced by one fifty-second for each week during which the employee does not work five full shifts, provided that no deduction shall be made in respect of weeks during which—

(a) the employee has been absent on sick leave and has produced a medical certificate to the employer;

(b) the employee has been absent due to the occurrence of one of the public holidays referred to in clause 15 (1) (a) of Chapter I.

(6) The additional holiday pay due in respect of an operative shall be paid to the operative when he proceeds on annual leave.

(7) Where an operative leaves the service of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro-rata* portion of his additional holiday pay on termination of service.

(8) The provisions of sub-clauses (3), (4) and (5) of section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

SECTION D.—CONTINGENCY RESERVE.

(1) Leave pay and additional holiday pay in the possession of Regional Councils and unclaimed after the expiry of three years from the date of receipt shall be paid to a Contingency Reserve (hereinafter referred to as "The Reserve") which shall be utilised for the benefit of employees in the Industry as the Council may determine; provided that—

(a) any such leave pay or additional holiday pay (or portion thereof) as the Council may regard as being in excess of what is required to finance the Reserve shall be forfeited to the Council;

(b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the Reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.

(2) The Reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments shall be lodged with the Secretary for Labour.

(3) In the event of the dissolution of the Council any moneys standing to the credit of the Reserve shall at the time of such dissolution be deemed to constitute a portion of the Council's cash assets and shall be dealt with accordingly.

(4) Subject to the provisions of sub-clause (3) of this section, in the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the Reserve shall continue to be administered in terms of sub-clause (2) of this section; provided that if another Agreement for the Industry is not negotiated within a period of two years after such expiry or cessation, any moneys standing to the credit of the Reserve shall be forfeited to the Council.

(5) The cost of administering the Reserve and the special account referred to in section B of this clause, shall be borne by Regional Councils which may at their discretion invest any of the funds on hand with an approved bank and/or building society and any interest accruing from such investment shall be retained by such Regional Councils to defray costs of administration of the Reserve and of the said special account.

CLAUSE 5.—SUPPLY OF OVERALLS.

(1) Every employer in respect of—

(a) each of his journeymen and apprentices and

(b) each other employee whom he requires to wear a uniform, overall, dust coat or apron, shall either—

(i) supply free of charge a minimum of two such garments of good quality per year to each such employee; or

(ii) pay each such employee an overall allowance of 25c per week in addition to his normal remuneration.

(b) waar 'n vakman in enige verloftydkring 30 dae lank weens siekte of 'n ongeluk van die werk afwesig was, sy werkgever die addisionele vakansiebesoldiging met 40c ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk mag verminder.

(2) Die bedrae ten opsigte van vakmanne ingevolge subklousule (1) van hierdie Afdeling betaalbaar, moet maandeliks deur die werkgever, maar voor of op die 10de dag van die maand wat volg op dié waarop sodanige bedrae betrekking het, aan die Sekretaris van die Streekraad, in wie se regsbevoegdheidsgebied sy bedryfsinrigting geleë is, gestuur word onder dekking van en tesame met besonderhede wat vereis word in die vorm wat vir hierdie doel deur die betrokke Streekraad voorgeskryf is.

(3) Die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie Afdeling, is betaalbaar aan vakmanne wanneer hulle met jaarlikse verlof gaan, en aansoek daarom moet minstens 2 weke voor 'n vakman se verlof begin, by die betrokke streeksekretaris ingedien word.

(4) Uitgesonderd soos elders in hierdie Ooreenkoms bepaal, mag geen bedrag van addisionele vakansiebesoldiging afgetrek word as 'n skuldvergelyking van enige geld wat aan die werkgever verskuldig mag wees nie.

(5) Die bedrag van die addisionele vakansiebesoldiging aan 'n werkmán betaalbaar, is 1 week se besoldiging teen die loon wat die betrokke werknemer verdien op die tydstop wanneer sy verlof hom toeval en geneem word, verminder met 1/52ste vir elke week waartydens die werknemer nie 5 vol skofte werk nie, met dien verstande dat geen aftrekking gedoen mag word ten opsigte van weke waartydens—

(a) die werknemer met siekteverlof afwesig was en hy 'n dokter-sertifikaat by die werkgever ingedien het nie;

(b) die werknemer afwesig was as gevolg van een van die openbare vakansiedae in klousule 15 (1) (a) van Hoofstuk I genoem.

(6) Die addisionele vakansiebesoldiging verskuldig ten opsigte van 'n werkmán, moet aan die werkmán betaal word wanneer hy met jaarlikse verlof gaan.

(7) Waar 'n werkmán die diens van sy werkgever verlaat voordat hy vir addisionele vakansiebesoldiging kwalifiseer, moet aan sodanige werknemer 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging betaal word.

(8) Die bepalinge van subklousules (3), (4) en (5) van Afdeling B van hierdie klousule is *mutatis mutandis* ten opsigte van addisionele vakansiebesoldiging van toepassing.

AFDELING D.—GEBEURLIKHEIDSRERWE.

(1) Verlofbesoldiging en addisionele vakansiebesoldiging in die besit van Streekraade en wat onopgeëis is ná die verstryking van 3 jaar vanaf die datum van ontvangs, moet aan 'n Gebruiklikheidsreserwe (hieronder „Die Reserwe” genoem) betaal word, wat benut sal word tot voordeel van werknemers in die Nywerheid, soos die Raad kan bepaal; met dien verstande dat—

(a) enige sodanige verlofbesoldiging of addisionele vakansiebesoldiging (of gedeelte daarvan) wat die Raad ag meer te wees as wat nodig is om die Reserwe te finansier, aan die Raad verbeur word;

(b) enige verlofbesoldiging of addisionele vakansiebesoldiging wat aan die Raad verbeur is of ingevolge hierdie subklousule aan die Reserwe betaal is, en wat daarna deur die begunstigde opgeëis word, na goedvinde van die Raad uitbetaal kan word.

(2) Die Reserwe moet deur die streekraade geadministreer word ooreenkomstig die beginsels wat deur die Raad geformuleer is, en 'n kopie van die memorandum wat sodanige beginsels bevat asook besonderhede van enige wysings, moet by die Sekretaris van Arbeid ingedien word.

(3) Ingeval die Raad ontbind word, moet alle geld wat ten tyde van sodanige ontbinding in die krediet van die Reserwe staan, geag word 'n gedeelte van die Raad se kontantbates te wees, en moet dienoooreenkomstig mee gehandel word.

(4) Behoudens die bepalinge van subklousule (3) van hierdie Afdeling, moet die Reserwe, ingeval hierdie Ooreenkoms weens verloop van tyd of weens 'n staking daarvan om enige ander rede, steeds ooreenkomstig subklousule (2) van hierdie Afdeling geadministreer word; met dien verstande dat indien 'n ander Ooreenkoms vir die Nywerheid nie binne 'n tydperk van 2 jaar na sodanige verstryking of staking aangegaan is nie, alle geld in die krediet van die Reserwe aan die Raad verbeur word.

(5) Die koste van die administrasie van die Reserwe en die spesiale rekening in Afdeling B van hierdie Klousule bedoel, word gedra deur streekraade wat na hul goedvinde alle fondse voorhande, by 'n erkende bank en/of bouvereniging kan belê, en alle rente wat van sodanige belegging oploep, moet deur sodanige streekraade gehou word om administrasiekoste van die Reserwe en van genoemde spesiale rekening te bestry.

KLousULE 5.—VERSKAFFING VAN OORPAKKE.

(1) Elke werkgever moet ten opsigte van—

(a) elkeen van sy vakmanne en vakleerlinge, en

(b) elke ander werknemer van wie hy vereis om 'n uniform, oorpak, stofjas of voorskoot te dra, of—

(i) 'n minimum van twee sodanige kledingstukke van goeie gehalte per jaar gratis aan elke sodanige werknemer verskaf; of

(ii) elke sodanige werknemer 'n oorpaktoelae van 25c per week bo en behalwe sy gewone besoldiging betaal.

(2) The allowance payable in terms of sub-clause (1) of this clause shall be paid at the same time as the employee's ordinary earnings.

(3) Should any employee who is entitled to payment of an allowance in terms of this clause work for less than three full days or 23 hours whichever is the lesser, in any one week, he shall not be entitled to any overall allowance in respect of that week.

(4) Any garment supplied in terms of this clause shall remain the property of the employer.

CLAUSE 6.—ORDINARY HOURS OF WORK.

(1) The ordinary hours of work of an employee shall not exceed forty-six, excluding meal breaks, in any one week and nine and one-quarter, excluding meal breaks, on one day.

(2) No employer shall require or permit any employee—

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, provided that for purposes of this paragraph periods of work interrupted by intervals of not less than one hour shall be deemed to be continuous;

(b) who is a female, to work—

(i) between 6 p.m. and 6 a.m.;

(ii) after 1 p.m. on more than five days in any week;

(c) to work his ordinary weekly hours of work over more than five days in any week.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees, provided that the period between such starting or finishing times on any one day shall not in the aggregate exceed intervals of more than forty-five minutes in any one establishment.

(4) All employees shall be entitled to, and granted a rest interval of ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating the remuneration, be reckoned as part of the ordinary working hours.

(5) Subject to the provisions of clauses 5 (5) and 32 of Chapter I of this Agreement, whenever any operative grade of employee or labourer works for less than forty-six hours in any week due to—

(a) the usual working hours of the establishment being less than forty-six;

(b) the employer being unable to regulate the shifts of such employee to forty-six hours; and/or

(c) any reason other than his absents himself without the employer's permission,

such employee's week shall be deemed to be forty-six hours.

(6) An employee who is arrested or detained by the Police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission for the purpose of this clause.

CLAUSE 7.—PROVISIONS RELATING TO OVERTIME, PAYMENT FOR OVERTIME AND SUNDAYS.

(1) For the purpose of this clause "overtime" means all time worked other than on a Sunday, in excess of the number of ordinary hours of work prescribed in sub-clause (1) of clause 6.

(2) Notwithstanding the provisions of sub-clause (1) of clause 6, an employer may require or permit an employee to work overtime for a total period not exceeding ten hours in any one week; provided that no employer shall require or permit a female employee to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee a minimum allowance of 35 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) The minimum rates at which employees other than journeymen shall be remunerated for overtime shall be one and one-third times their ordinary remuneration. Journeymen shall be remunerated for overtime in accordance with the provisions of clause 30 of Chapter I of this Agreement.

(4) Whenever an employee works on a Sunday, his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(2) Die toelae betaalbaar ingevolge subklousule (1) van hierdie klousule moet op dieselfde tyd as die werknemer se gewone verdienste betaal word.

(3) Indien enige werknemer wat geregtig is op die betaling van 'n toelae ingevolge hierdie klousule vir minder as 3 volle dae of 23 uur, naamlik die kortste tydperk, in 'n bepaalde week werk, is hy nie ten opsigte van dié week op enige oorpaktoelae geregtig nie.

(4) Enige kledingstuk wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgever.

KLOUSULE 6.—GEWONE WERKURE.

(1) Die gewone werkure van 'n werknemer moet nie 46, uitgesonderd etenspouses, in 'n bepaalde week en 9½, uitgesonderd etenspouses, op 'n bepaalde dag te bowe gaan nie.

(2) Geen werkgever mag van enige werknemer vereis of hom toelaat—

(a) om vir 'n deurlopende tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens 1 uur te werk nie, met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke wat onderbreek is deur pouses van minder as 1 uur, as deurlopend geag moet word;

(b) as dit 'n vrou is, om—

(i) tussen 6 nm. en 6 vm.,

(ii) na 1 nm. op meer as 5 dae in 'n week, te werk nie;

(c) om sy gewone weeklikse werkure oor meer as 5 dae in 'n week te werk nie.

(3) Dit is toelaatbaar vir 'n werkgever om verskillende begin- en ophoutye op 'n dag ten opsigte van verskillende werkwinkel-werknemers te reël, met dien verstande dat die tydperk tussen sodanige begin- of ophoutye op 'n bepaalde dag nie altesaam pouses van meer as 45 minute in 'n bepaalde bedryfsinrigting te bowe moet gaan nie.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na as doenlik aan die middel van elke oggend- en namiddagtydperk, en sodanige pouse moet, vir die doel van die berekening van besoldiging, as deel van die gewone werkure gereken word.

(5) Behoudens die bepalinge van klousules 5 (5) (a) en 32 van Hoofstuk I, wanneer 'n werkmangraadwerknemer of 'n arbeider vir minder as 46 uur in 'n bepaalde week werk as gevolg van—

(a) die feit dat die gewone werkure van die bedryfsinrigting minder as 46 is;

(b) die feit dat die werkgever nie in staat is om die skofte van sodanige werknemer tot 46 uur te reël nie; en/of

(c) enige ander rede as die feit dat hy sonder die werkgever se toestemming van die werk wegbly;

word sodanige werknemer se week 46 uur geag te wees.

(6) 'n Werknemer wat deur die polisie vir enige oortreding of vermoedelike oortreding gearrester of aangehou word, moet vir die tydperk waarin hy onder arrest is of aldus aangehou word en nie in staat is om sy werk voort te sit nie, vir die toepassing van hierdie klousule geag sonder toestemming van die werk afwesig te gewees het.

KLOUSULE 7.—BEPALINGS MET BETREKKING TOT OORTYD, BETALING VIR OORTYDWERK EN SONDAG.

(1) Vir die toepassing van hierdie klousule beteken „oortyd” alle tyd wat, uitgesonderd op 'n Sondag, langer gewerk word as die getal gewone werkure wat in subklousule (1) van klousule 6 voorgeskryf word.

(2) Ondanks die bepalinge van subklousule (1) van klousule 6, kan 'n werkgever van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week te werk; met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

(a) vir meer as 2 uur op 'n dag;

(b) op meer as 3 agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) na voltooiing van haar gewone werkure, vir meer as 1 uur op 'n dag te werk nie, tensy hy—

(i) sodanige werknemer voor die middag daarvan in kennis gestel het; of

(ii) sodanige werknemer voorsien het van 'n toereikende ete voordat sy met oortydwerk moet begin; of

(iii) sodanige werknemer 'n minimum toelae van 50 sent betyds betaal het om die werknemer in staat te stel om 'n ete te verkry voordat die oortydwerk moet begin.

(3) Die minimum loon waarteen werknemers, uitgesonderd vakmanne, vir oortyd besoldig moet word, is 1½ maal hul gewone loon. Vakmanne moet ooreenkomstig die bepalinge van klousule 30 van Hoofstuk I van hierdie Ooreenkoms vir oortydwerk besoldig word.

(4) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk- gewer of—

(a) aan die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk; of

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) The provisions of sub-clauses (1), (2), (3) and (4) of clause 6 of this Chapter and sub-clause (2) of this clause shall not apply to any male employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

(6) The provisions of sub-clauses (2) to (6) of clause 6 and sub-clauses (2) and (3) of clause 7 of this Chapter shall not apply to managers and foremen who receive not less than R50 per week; provided that any overtime worked but not paid in terms of this sub-clause shall not exceed 10 hours in any one week.

CLAUSE 8.—SHIFT WORK.

The following provisions shall apply to shift work in vehicle body building establishments:—

- No normal shift shall exceed 9½ hours.
- Not less than eight hours shall elapse between successive shifts of any employee.
- Where an employee is employed between the hours of 6 p.m. and 6 a.m., his employer shall pay him at his ordinary rate of remuneration, plus 10 cent thereof.
- Time worked by an employee after the completion of his normal shift, shall be regarded as overtime and be paid for in accordance with the rates prescribed in clause 7.
- No shifts shall be worked between the hours 6 a.m. on Saturday and 6 a.m. on Monday.

CLAUSE 9.—WAGES.

(1) The minimum wage which an employer shall pay to each of his employees of the undermentioned classes shall be as set out hereunder and no employee shall accept a wage lower than that specified for his class:—

NOTE.—In the case of monthly-paid employees the minimum wage shall be four and one-third times the weekly wage.

Classes of Employees.	Region in which Establishment situated.	Minimum Wages.
		R
Char.....	All Regions.....	6.00 per week
Journeyman.....	All Regions.....	35.11 per week
Operative Grade VI	All Regions (All Areas)	First six months 8.74 per week
		Thereafter 9.20 per week
Labourers—	BR, EP, NL, OFS, TVL	6.90 per week
During first six months of experience	NC.....	6.44 per week
	WP.....	7.36 per week
Thereafter.....	All Regions.....	7.82 per week

(2) (a) The wages prescribed in this Clause for all classes of employees include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time, provided that in the case of journeymen—

- where the index number is in excess of 111.5 such wages shall for each .232 points of such excess be increased by the employer by not less than 6 cents per week;
- where the index number is less than 111.5 but not less than 72.4 the employer shall pay not less than such wage;
- where the index number is less than 72.4 the employer may for each complete .232 points below 72.4 reduce such wages by not more than 6 cents per week, provided however, that such wages shall not at any time be reduced below R17.

(b) Any adjustment necessary in terms of paragraph (a) hereof shall be made with effect from the second month after that to which the index number relates and as from the day after the pay-day nearest to the 16th of that month.

(ii) indien hy aldus vir 'n tydperk van meer as 4 uur werk, besoldiging betaal teen 'n skaal van minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of 'n besoldiging wat minstens dubbel die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer 'n besoldiging betaal teen 'n skaal van minstens 1½ maal sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, en hom binne 7 dae vanaf sodanige Sondag 1 dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone besoldiging, asof hy op sodanige dag verlof sy gemiddelde gewone werkure vir dié dag van die week gewerk het.

(5) Die bepalings van subklousules (1), (2), (3) en (4) van klousule 6 van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie van toepassing nie op enige manlike werknemer terwyl hy werk verrig wat weens onvoorsiene omstandighede, soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van installasie of masjinerie sonder versuim verrig moet word, of enige werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie.

(6) Die bepalings van subklousules (2) tot (6) van klousule 6 en subklousules (2) en (3) van klousule 7 van hierdie Hoofstuk is nie van toepassing op bestuurders en voormanne wat minstens R50 per week ontvang nie; met dien verstande dat enige oortyd wat gewerk is maar waarvoor daar nie ingevolge hierdie subklousule betaal is nie, hoogstens 10 uur in 'n bepaalde week mag beloop.

KLOUSULE 8.—SKOFWERK.

Die volgende bepalings geld vir skofwerk in voertuigbakbou-inrigtings:—

- Geen gewone skof mag 9½ uur te bowe gaan nie.
- Minstens 8 uur moet tussen agtereenvolgende skofte van enige werknemer verloop.
- Waar 'n werknemer tussen die ure 6 nm. en 6 vm. op diens is, moet sy werkgever hom teen sy gewone besoldiging-skaal plus 10 persent daarvan betaal.
- Tyd wat 'n werknemer ná die voltooiing van sy gewone skof werk, word as oortyd geag en word daarvoor ooreenkomstig die tariewe wat in klousule 7 voorgeskryf is, besoldig.
- Geen skofte mag tussen die ure 6 vm. op Saterdag en 6 vm. op Maandag gewerk word nie.

KLOUSULE 9.—LONE.

(1) Die minimum loon wat 'n werkgever aan elkeen van sy werknemers van ondergenoemde klasse moet betaal, is soos hieronder uiteengesit, en geen werknemer moet 'n laer loon aanneem as dié wat vir sy klas gespesifiseer is nie:—

(OPMERKING.—In die geval van maandeliks besoldigde werknemers is die minimum loon 4½ maal die weekloon.)

Klasse werknemers.	Streek waarin bedryfsinrigting geleë is.	Minimum lone.
		R
Schoonmaakster....	Alle streke.....	6.00 per week
Vakman.....	Alle streke.....	35.11 per week
Werkman graad VI	Alle streke (Alle gebiede)	Eerste ses maande 8.74 per week
		Daarna... 9.20 per week
Arbeiders—	BR, NL, OFS, TVL, EP.	6.90 per week
Gedurende 1ste 6 maande onder-vinding	NC.....	6.44 per week
	WP.....	7.36 per week
Daarna.....	Alle streke.....	7.82 per week

(2) (a) Die lone in hierdie klousule vir alle klasse werknemers voorgeskryf, omvat enige lewenskostoelae betaalbaar ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, met dien verstande dat in die geval van vakmanne—

- waar die indeksnommer bokant 111.5 is, sodanige lone vir elke .232 punte wat dit hoër is, deur die werkgever met minstens 6 sent per week verhoog moet word;
- waar die indeksyfer minder 111.5 maar minstens 72.4 is, die werkgever minstens sodanige loon moet betaal;
- waar die indeksyfer minder as 72.4 is, die werkgever vir elke volledige .232 punte onderkant 72.4 sodanige lone met hoogstens 6 sent per week kan verminder, met dien verstande egter dat sodanige lone nooit tot onderkant R17 verminder mag word nie.

(b) Enige aanpassing wat ingevolge paragraaf (a) hiervan nodig is, moet geskied met ingang van die tweede maand ná dié waarop die indeksyfer betrekking het, en vanaf die dag ná die betaaldag naaste aan die 16de van daardie maand.

(c) "Index number" shall mean the weighted average index relating to all items for the nine principal urban areas in the Republic of South Africa as assessed by the Director of Statistics on October, 1958 basis of 100 points, and published in the *Government Gazette*.

PART II.

CLAUSE 1.—SCOPE OF APPLICATION.

In addition to the provisions of Part I of this Chapter the provisions of this Part II shall, subject to Clause 2 hereof, apply to vehicle body building establishments registered for the purpose by the Council.

CLAUSE 2.—REGISTRATION OF ESTABLISHMENTS.

(1) Any employer utilising repetitive production methods in vehicle body building shall, if he wishes to employ any or all of the operative grades, defined in Clause 3 of this Part, make application to be registered therefor to the Council or through the Regional Council for his Region in such form as the Council may prescribe.

(2) The Council shall, after considering such application, in its discretion register the establishment concerned upon such terms and conditions and for such period as it may determine and issue a certificate to that effect specifying inter alia, the Operative Grades which may be employed by that establishment.

(3) The Council may for any good reason at any time withdraw or vary the terms of a certificate issued under sub-clause (2) and the employer shall, when so required, in writing, return the certificate to the Council direct or through the Regional Council, if he so wishes within 10 days after receipt of such written notification.

(4) No employer shall, unless so registered and validly in possession of the said certificate, employ any of the operative grades defined in this Part, nor shall he employ any of the operative grades other than those specified in that certificate.

CLAUSE 3.—DEFINITIONS.

In this Part, unless the context otherwise indicates—

- (1) "Coach finished bodies" in relation to Operative Grade DV means bodies, cabs, trailers or superstructures of vehicles on which filling and/or stopping up and/or rubbing down are done preparatory to the application of finishing coats.
- (2) "Operative Grade AV" means an employee mainly or exclusively engaged in applying and/or wiping metal and/or other materials; fitting glass by means of self-sealing sections.
- (3) "Operative Grade BV" means an employee engaged exclusively on a repetitive basis in welding or brazing ferrous and/or ferrous alloy and non-ferrous and/or non-ferrous alloy plates, sheets and sections of jigs and/or parts so formed and/or located as to obviate the need for a jig, provided that amperage and/or jet and filler rods used remain constant and who may light the torch, and/or cut with a profile cutting machine.
- (4) "Operative Grade CV" means an employee mainly or exclusively engaged under the supervision of a journeyman or apprentice with not more than 4 years to serve, in—

assembling by drilling of relevant materials where necessary, by bolting and/or rivetting and/or screwing and/or tack-welding parts together; positioning of lamps including lengthening or shortening flex as necessary from a temporary position or a position rendered unsuitable through the fitting of a body; from cabless commercial vehicle chassis received for bodying, removing for safe keeping instrument-panels including electrical connections, switch-boards, surge tanks and pipes, heat and oil gauges and temporary driver seats, and disconnecting all electrical wiring on such chassis from starter motors, generators, regulators and auxiliary circuits; installing and fastening cables to new motor chassis, to new trailer chassis or to new trailer caravans by means of clips or bolts; connecting cables to light points or fittings already in position; sewing or tacking seat and squab covers by hand or machine; padding and closing flutes and bolsters by hand; Machining timber to pre-set lengths or thicknesses; machining timber components on wood-working machines to jigs or stops; cutting materials to pre-set dimensions; marking off and cutting, bending, forming and/or blanking all materials from patterns or templates by hand or pre-set machine under the supervision of a journeyman or apprentice including, where necessary, the fastening of special purpose clamps on machines concerned; in relation to the mixing of fibre glass solutions and/or resins, determining from formula charts provided for the purpose, the quantities, constituent materials required, measuring these materials by means of graduated vessels and mixing.

(c) „Indekssyfer" beteken die beswaarde gemiddelde indeks met betrekking tot alle items vir die 9 vernaamste stedelike gebiede in die Republiek van Suid-Afrika soos deur die Direkteur van Statistiek op die Oktober 1958-grondslag van 100 punte bereken en in die *Staatskoerant* gepubliseer.

DEEL II.

KLOUSULE 1.—TOEPASSINGSBESTEK.

Benewens die bepalings van Deel I van hierdie Hoofstuk is die bepalings van hierdie Deel II, behoudens klousule 2 hiervan, van toepassing op voertuigbouinrigtings wat vir dié doel by die Raad geregistreer is.

KLOUSULE 2.—REGISTRASIE VAN BEDRIYFSINRIGTINGS.

(1) Enige werkgever wat van herhalende produksiemetodes in voertuigbou gebruik maak, moet, indien hy verlang om enigeen van alle grade werkmans wat in klousule 3 van hierdie Deel omskryf is, in diens te neem, by die streekraad vir sy streek aansoek doen om daarvoor geregistreer te word en wel in sodanige vorm as wat die Raad mag voorskryf.

(2) Die Raad moet, nadat hy sodanige aansoek oorweeg het, na sy goedvinde die betrokke bedryfsinrigting op sodanige voorwaardes en vir sodanige tydperke registreer as wat hy mag vaststel, en 'n sertifikaat met dié strekking uitreik wat, onder andere, die grade werkmans wat deur dié bedryfsinrigting in diens geneem mag word, spesifiseer.

(3) Die Raad mag om enige goeie rede te eniger tyd die voorwaardes van 'n sertifikaat wat kragtens subklousule (2) uitgereik is, intrek of verander en die werkgever moet, wanneer aldus skriftelik versoek, die sertifikaat na die Raad of deur tussenkoms van die streekraad, terugstuur indien hy dit verlang, en wel binne 10 dae ná ontvangs van sodanige skriftelike kennisgewing.

(4) Geen werkgever mag, tensy aldus geregistreer en wettiglik in besit van genoemde sertifikaat, enigeen van die grade werkmans wat in hierdie Deel omskryf is, in diens neem nie en ook nie enige ander grade werkmans in diens neem as dié wat in daardie sertifikaat gespesifiseer is nie.

KLOUSULE 3.—WOORDOMSKRYWING.

In hierdie Deel, tensy die samehang anders aandui, beteken—

- (1) "voorbereide voertuigbakke" met betrekking tot 'n werkmans graad DV, bakke, kappe, sleepwaens of die bobouwerk van voertuie waaraan vulwerk en/of opstopwerk en/of opvryfwerk gedoen word ter voorbereiding van die aanwending van bolae;
- (2) "werkmans graad AV" 'n werknemer wat hoofsaaklik of uitsluitlik metaal en/of ander materiale aanwend en/of afvee en wat ruite deur middel van selfseëlseksies monteert;
- (3) "werkmans graad BV" 'n werknemer wat uitsluitlik op 'n herhalende grondslag sweiswerk of sweissoldeerwerk aan plate, stroke en stukke wat uit yster en/of ysterlegering en nie-ysterhoudende en/of nie-ysterlegerings bestaan, verrig volgens 'n setmaat en/of aan dele wat só gevorm en/of só geplaas is dat die nodigheid vir 'n setmaat uitgeskakel word, en waar die ampèretal en/of vlam en sweisstawe wat gebruik word, konstant bly, en wat die vlam aan die brand kan steek en met 'n profielsenjies snywerk kan doen;
- (4) "werkmans graad CV" 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n vakman of vakleerling met hoogstens 4 jaar diens, die volgende werk verrig:—

Monteerwerk, deur, waar nodig, gate in gebruiksmateriale te boor, onderdele aanmekeer vasbout en/of met klinknaels vassit en/of vasskroef en/of hegswais; lampe in posisie plaas, met inbegrip van die verlenging of kortermaak van elektriese snoer soos nodig vanaf 'n tydelike posisie of 'n posisie wat deur die montering van 'n bak ongeskik gemaak word; instrumentpanele waaronder elektriese verbindings, skakelborde, stuwingsstanks en -pype, hitte- en oliemeters en tydelike drywersitplekke van kajuitlose handelsvoertuigonderstelle wat ontvang word om bakke daarop te sit, vir veilige bewaring verwyder, en alle elektriese bedrading aan sodanige onderstelle vanaf die aansittermotors, generators, reëlaars en hulpkringe ontkoppel; kables aan nuwe motoronderstelle, aan nuwe sleepwaonderstelle of aan nuwe sleepwakaravane en deur middel van knippe of boue installeer en vassit; kables aan ligpunte of -toebehore wat reeds in posisie geplaas is, verbind; sitplek- en sitplekruigleuningoortreksels met die hand of met 'n masjien vasnaai of vasheg; ribbe en kussings met die hand opstop en afsluit; hout na vooraf gestelde lengtes of diktes masjineer; houtonderdele op houtwerkmasjiene volgens setmate of stuiters masjineer; materiale na vooraf gestelde afmetings sny; alle materiale vanaf leipatrone met die hand of 'n vooraf gestelde masjien en wel onder toesig van 'n vakman of vakleerling afmerk en sny, buig, fatsoeneer en/of afdig waaronder, waar nodig, die vassit van spesiale doelklampe aan betrokke masjiene; met betrekking tot die meng van veselglasoplossings en/of harse, die vasstel, van formulekaarte af, wat vir dié doel verskaf word, van die hoeveelhede, materiaalbestanddele wat nodig is, asook die meet van hierdie materiale deur middel van houers met graadverdeling, en ook mengwerk;

- (5) "Operative Grade DV" means an employee mainly or exclusively engaged in—

applying by brush and/or spray gun any primer or paint to the interior or exterior of motor vehicles other than the final exterior coats to coach finished bodies, excluding colour matching but including paint mixing in accordance with prescribed formulae; and mixing and/or testing of chemicals to a pre-determined formula for pre-treatment of metals in chemical baths.

CLAUSE 4.—RATIO.

- (1) At least one journeyman shall be employed by an employer on each section of operations in his establishment on which any operative grades are employed.
(2) An employer shall employ not more than 15 operatives for each journeyman in his employ.

CLAUSE 5.—WAGES.

The minimum wage which an employer shall pay to each employee of the undermentioned classes shall be as set out hereunder and no employee shall accept a wage lower than that specified for his class:—

(NOTE.—In the case of monthly-paid employees, the minimum wage shall be four and one-third times the weekly wage.)

Classes of Employees.	Minimum wages per week.
Operative Grade VL—	R
During first 6 months of experience	8.74 per week (19c per hour).
Thereafter.....	9.20 per week (20c per hour).
Operative Grade AV—	
During first 3 months of experience	11.96 per week (26c per hour).
Thereafter.....	14.03 per week (30½c per hour).
Operative Grade BV—	
During first 2 weeks of experience	15.87 per week (34½c per hour).
During next 6 weeks of experience	19.78 per week (43c per hour).
Thereafter.....	21.85 per week (47½c per hour).
Operative Grade CV—	
During first 3 months of experience	12.88 per week (28c per hour).
Thereafter.....	16.10 per week (35c per hour).
Operative Grade DV.....	17.48 per week (38c per hour).

CHAPTER III.

MANUFACTURING ESTABLISHMENTS.

CLAUSE 1.—SCOPE OF APPLICATION.

(1) (a) The provisions of this Chapter and the provisions of clauses 3 (Definitions) (subject to the provisions of clause 3 of this Chapter), 4 (Exemptions), 6 (Administration of Agreement), 8 (Registration of Employers), 9 (Exhibition of Agreement and posting of Notices), 10 (Time and Wages Register), 11 (Returns to the Council), 16 (Presumptions), 22 (Supply of Tools), 23 (Out-work), 27 (Driving of Motor Vehicles), 28 (1) (b) (Ratio—Juvenile Labourers), 34 (Motor Industry Development Fund), 37 (Certificate of Service), 39 (Employment of Persons under the age of Fifteen Years), 41 (Casual Labourers), 42 (Sick Leave) and 43 (Prohibition of Cession of Benefits) of Chapter I of this Agreement shall apply to manufacturing establishments registered as such by the Council.

(b) The provisions of clauses 2 (Scope of Application), 7 (Agents), and 40 (Employees' Representatives on the Council) of Chapter I of this Agreement shall apply to manufacturing establishments registered as such by the Council.

(2) (a) The provisions of those clauses of Chapter I which are not specified in sub-clause (1), and the provisions of Chapter I relating to B/A Journeymen, shall not apply to manufacturing establishments registered under the provisions of clause 2.

(b) Notwithstanding anything to the contrary elsewhere contained in this Agreement the provisions of this Chapter and of Chapter I of this Agreement shall not apply to office, stores, sales and clerical employees employed at any manufacturing establishment registered under the provisions of clause 2.

CLAUSE 2.—REGISTRATION OF ESTABLISHMENTS.

(1) Application for registration as a manufacturing establishment for purposes of this Chapter shall be made by the employer to the Council or the Regional Council having jurisdiction in such form as may be prescribed and the Council may, in its discretion, register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue the employer with a certificate to that effect.

- (5) "werkman graad DV" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werk doen:—

Enige onderlaag of verf met behulp van 'n kwas en/of sproeispuut aan die binne- of buitekant van motorvoertuie aanbring, uitgesonderd die finale lae aan die buitekant van voorbereide voertuigbakke, en uitgesonderd kleurpassing, maar met inbegrip van die meng van verf ooreenkomstig voorgeskrewe formules; en die meng en/of toets van chemikalieë volgens 'n voorafbepaalde formule vir die voorbehandeling van metale in chemiese badde.

KLOUSULE 4.—GETALSVERRHOUDING.

- (1) Minstens een vakman moet deur 'n werkgever in diens geneem word in elke afdeling van die werksaamhede in sy bedryfsinrigting ten opsigte waarvan enige werkmangrade in diens is.

(2) 'n Werkgever mag hoogstens 15 werkmante vir elke vakman in sy diens employeer.

KLOUSULE 5.—LOON.

Die minimum loon wat 'n werkgever aan elke werknemer van ondergenoemde klasse moet betaal, is dié wat hieronder vermeld word, en geen werknemer moet 'n laer loon aanneem as dié wat vir sy klas gespesifiseer is nie:—

(OPMERKING.—In die geval van maandeliks besoldigde werknemers, is die minimum loon 4½ maal die weekloon.)

Klasse werknemers.	Minimum loon per week.
Werkman graad VL—	R
Gedurende eerste 6 maande ondervinding	8.74 per week (19c per uur).
Daarna.....	9.20 per week (20c per uur).
Werkman graad AV—	
Gedurende eerste 3 maande ondervinding	11.96 per week (26c per uur).
Daarna.....	14.03 per week (30½c per uur).
Werkman graad BV—	
Gedurende eerste 2 weke ondervinding	15.87 per week (34½c per uur).
Gedurende volgende 6 weke ondervinding	19.78 per week (43c per uur).
Daarna.....	21.85 per week (47½c per uur).
Werkman graad CV—	
Gedurende eerste 3 maande ondervinding	12.88 per week (28c per uur).
Daarna.....	16.10 per week (35c per uur).
Werkman graad DV.....	17.48 per week (38c per uur).

HOOFSTUK III.

VERVAARDIGINGSINRIGTINGS.

KLOUSULE 1.—TOEPASSINGSBESTEK.

(1) (a) Die bepalinge van hierdie Hoofstuk en die bepalinge van klousule 3 (Woordomsnywing) (behoudens die bepalinge van klousule 3 van hierdie Hoofstuk), 4 (Vrystellings), 6 (Administrasie van Ooreenkoms), 8 (Registrasie van Werkgewers), 9 (Ver-toning van Ooreenkoms en Opplak van Kennisgewings), 10 (Tyden Loonregister), 11 (Uitgawes van die Raad), 16 (Veronderstellings), 22 (Verskaffing van Gereedskap), 23 (Buitewerk), 27 (Bestuur van Motorvoertuie), 28 (1) (b) (Getalssverhouding—Jeugdige Arbeiders), 34 (Ontwikkelingsfonds vir die Motor-nywerheid), 37 (Dienssertifikaat) 39 (Indiensneming van Persone onder die Leeftyd van 15 jaar), 41 (Los Arbeiders), 42 (Siekte-verlof) en 43 (Voordele mag nie Gesedeer word nie) van Hoof-stuk I van hierdie Ooreenkoms is van toepassing op vervaar-digingsinrigtings wat as sodanig by die Raad geregistreer is.

(b) Die bepalinge van klousules 2 (Toepassingsbestek), 7 (Agente) en 40 (Verteenwoordigers van Werknemers in die Raad) van Hoofstuk I van hierdie Ooreenkoms is van toepassing op vervaardigingsinrigtings wat as sodanig by die Raad geregistreer is.

(2) (a) Die bepalinge van daardie klousules van Hoofstuk I wat nie in subklousule (1) gespesifiseer word nie, asook die bepalinge van Hoofstuk I betreffende B/A-vakmanne, is nie van toepassing nie op vervaardigingsinrigtings wat ingevolge die bepalinge van klousule 2 geregistreer is.

(b) Die bepalinge van Hoofstuk I van hierdie Ooreenkoms is nie, ondanks andersluidende bepalinge elders in die Ooreenkoms, van toepassing op kantoor-, pakhuis-, verkoops- en klerklike werknemers wat in diens is in enige vervaardigingsinrigting geregistreer ingevolge die bepalinge van klousule 2.

KLOUSULE 2.—REGISTRASIE VAN BEDRYFSINRIGTINGS.

(1) Aansoek om registrasie as 'n vervaardigingsinrigting vir die toepassing van hierdie Hoofstuk moet gedoen word deur die werkgever by die Raad of die Streeksraad wat regsbevoegdheid het, in sodanige vorm as wat voorgeskryf kan word en die Raad kan na goedgekenke die betrokke bedryfsinrigting registreer vir sodanige tydperk en onderworpe aan sodanige bepalinge en voor-waardes as wat hy oor kan besluit en moet hy die werkgever van 'n sertifikaat met dié strekking voorsien.

(2) The Council may at any time withdraw or vary the terms of a certificate issued under sub-clause (1) and the employer shall, when so required, in writing, return the certificate to the Council within ten days after receipt of such written notification.

(3) An employer whose manufacturing establishment is not registered under sub-clause (1) shall in respect of such establishment be subject to all the provisions of Chapter I of this Agreement.

CLAUSE 3.—DEFINITIONS.

(1) The undermentioned expressions shall for the purpose of this Chapter have the meanings assigned to them in Clause 3 of Chapter I of this Agreement:—

“Act”; “Apprentice”; “Area A (BR)”; “Area B (BR)”; “Area A (EP)”; “Area B (EP)”; “Area A (NC)”; “Area B (NC)”; “Area C (NC)”; “Area A (NL)”; “Area B (NL)”; “Area C (NL)”; “Area A (OFS)”; “Area B (OFS)”; “Area C (OFS)”; “Area A (TVL)”; “Area B (TVL)”; “Area C (TVL)”; “Area A (WP)”; “Area B (WP)”; “Area C (WP)”; “Char”; “Council”; “Earnings”; “Establishment”; “Journeyman”; “Journeyman’s Work”; “Juvenile”; “Motor Industry”; or “Industry”; “Office, Stores, Sales and Clerical Employees”; “Piece-Work”; “Region BR”; “Region EP”; “Region NC”; “Region NL”; “Region OFS”; “Region TVL”; “Region WP”; “Regional Council”; “Shift”; “Shorttime”; “Wage”; “Watchman”; “Week”.

(2) In this Chapter, unless the context otherwise indicates—

- (i) “chopper out” means an employee mainly or exclusively engaged under the supervision of a cutter in laying out trimming and upholstery materials, copying identification marks and patterns on to such materials, chalking or marking in the outlines of articles from patterns and cutting by hand or machine one or more layers of material according to the outlines so chalked or marked in.
- (ii) “cutter” means an employee mainly or exclusively engaged in making patterns or templates.
- (iii) “experience” means the total period or periods of employment which an employee has had either with his present or any other employer in the particular occupation in which he is employed.
- (iv) “female labourer” means a female employee who is mainly or exclusively engaged in one or more of the following duties:—

Checking, cleaning, folding and packing finished articles and marking boxes; Inserting eyelets and affixing buttons where necessary; Marking and attaching tags to seat coverparts; Threading cords; Assisting press operators;

(v) “hourly wage” means an employee’s weekly wage divided by 46.

(vi) “labourer” means an employee mainly or exclusively engaged in any of the following duties:—

Accepting written orders in return for goods delivered outside the employer’s premises;
affixing printed or ready addressed labels on to bottles, boxes bales or other packages;
assembling, packing, weighing goods in accordance with instructions and/or packing slips;
assisting on delivery vans;
attending to boilers;
attending to parking of motor vehicles;
carrying goods;
checking and/or recording identification marks on goods;
cleaning by hand, brush, machine, pickling or degreasing;
closing or opening bales, boxes or other packages;
collecting cash;
collecting spares on employer’s requisition;
conveying on foot, by bicycle, tricycle or hand-propelled vehicle, goods, letters or messages;
cooking of rations;
counting and recording the result;
digging and/or removing soil for foundations, drains and trenches;
dusting vehicles;
emptying containers;
filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;
filling bottles or other containers for stock;
firing and loading ovens and furnaces and removing refuse from furnaces;
fitting and/or replacing, registration plates, batteries, grease nipples, tyres, tubes, rims and wheels to or from vehicles;
franking mail matter;
gardening;
greasing and oiling machinery including lathes and overhead shafting whilst stationary; applying belt dressing;
handling money;
holding parts, materials and/or tools and placing parts and materials into position under the supervision of an employee in a higher wage group;

(2) Die Raad te eniger tyd die bepalings van ’n sertifikaat intrek of wysig wat kragtens subklousule (1) uitgereik is en die werkgewer moet, wanneer hy daarom skriftelik versoek word, die sertifikaat aan die Raad terugstuur binne 10 dae na ontvangs van sodanige skriftelike kennisgewing.

(3) ’n Werkgewer wie se vervaardigingsinrigting nie kragtens subklousule (1) geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan al die bepalings van Hoofstuk I van hierdie Ooreenkoms.

KLOUSULE 3.—WOORDOMSKRYWING.

(1) Ondergenoemde uitdrukkings het, vir die toepassing van hierdie hoofstuk, die betekenis wat aan hulle in klousule 3 van Hoofstuk I van hierdie Ooreenkoms toegewys is:—

“Wet”; “Vakleerling”; “Gebied A (BR)”; “Gebied B (BR)”; “Gebied A (EP)”; “Gebied B (EP)”; “Gebied A (NC)”; “Gebied B (NC)”; “Gebied C (NC)”; “Gebied A (NL)”; “Gebied B (NL)”; “Gebied C (NL)”; “Gebied A (OFS)”; “Gebied B (OFS)”; “Gebied C (OFS)”; “Gebied A (TVL)”; “Gebied B (TVL)”; “Gebied C (TVL)”; “Gebied A (WP)”; “Gebied B (WP)”; “Gebied C (WP)”; “Skoonmaakster”; “Raad”; “Verdienste”; “Bedryfsinrigting”; “Vakman”; “Vakmanswerk”; “Jeugdige”; “Motornywerheid” of “Nywerheid”; “Kantoor-, pakhuis-, verkoops- en klerklike werknemers”; “Stukwerk”; “Gebied BR”; “Gebied EP”; “Gebied NC”; “Gebied NL”; “Gebied OFS”; “Gebied TVL”; “Gebied WP”; “Streekraad”; “Skof”; “Korttyd”; “Wag”; “Week”.

(2) Tensy die sinsverband in hierdie Hoofstuk anders aandui, beteken—

- (i) “uitsnyer” ’n werknemer wat hoofsaaklik of uitsluitlik onder toesig van ’n snyer bekledings- en stoffeermateriaal reglê, identifikasiemerke en patrone op sodanige materiale afteken, die buitelyne van artikels vanaf patrone met kryt afmerk en met die hand of masjien een of meer lae materiaal sny volgens die buitelyne wat aldus met kryt af- of ingemerkt is;
- (ii) “snyer” ’n werknemer wat hoofsaaklik of uitsluitlik patrone of leipatrone maak;
- (iii) “ondervinding” die totale tydperk of tydperke diens wat ’n werknemer of by sy huidige of enige ander werkgewer gehad het in die besondere werk waarvoor hy in diens is;
- (iv) “vroulike arbeider” ’n vroulike werknemer wat hoofsaaklik of uitsluitlik een of meer van onderstaande werksaamhede verrig:—

Klaar gemaakte artikels nagaan, skoonmaak, opvou en verpak en kaste merk; ogies insit en knope aanwerk waar dit nodig is; kenstrookies merk en dit aan onderdele van sitplekoortrekke vaswerk; koord deurryg; bedieners van perse help;

(v) “uurloon” ’n werknemer se weekloon gedeel deur 46;

(vi) “arbeider” ’n werknemer wat hoofsaaklik of uitsluitlik ondergenoemde werksaamhede verrig:—

Skriftelike bestellings aanneem vir goedere buite die werkgewer se perseel afgelewer;
gedrukte of geadresseerde etikette aan bottels, kaste, bale of ander pakkies of pakke heg;
goedere bymekaarmaak, verpak en weeg ooreenkomstig instruksies en/of verpakkingstrookies;
op afleweringswaens help;
stoomketels bedien;
vir die parking van motorvoertuie sorg;
goedere dra;
identifikasiemerke aan goedere nagaan en/of opteken;
met die hand, borsel en masjien skoonmaak, met suur skoonbyt of ghries verwyder;
bale, kaste of ander pakke oop- of toemaak;
kontant invorder;
goedere, briewe of boodskappe te voet, per trapfiets, driewiel of handvoertuig vervoer;
rantsoene kook;
resultate tel en opteken;
grond vir fundamente, riole en slope uitgraaf en/of verwyder;
voertuie afstof;
houers leegmaak;
gedrukte standaardvorme volgens alfabetiese, numerieke, datum, kleur- of kommoditeitsorde, liasseer en sorteer;
bottels of ander houers vir voorraad volmaak;
oonde stook en laai en afval uit oonde verwyder;
registrasieplate, batterye, ghriesnippels, buite- en binnebande, velling en wiele aan voertuie sit of daarvan verwyder;
pos franker;
tuinmaak;
masjinerie, met inbegrip van draaibanke en bogrondse dryfasse, olie en smeer terwyl dit stilstaan, bandsmeersel aansit;
geld hanteer;
onderdele, materiaal en/of gereedskap vashou en onderdele en materiaal in posisie plaas onder toesig van ’n werknemer in ’n hoër loongroep;

issuing and/or receiving components and tools to and from workshop and maintaining a record of such tools;
 issuing materials previously recorded by a storekeeper;
 limewashing of buildings;
 loading and unloading vehicles;
 making crates;
 making and serving tea or similar beverages;
 making and/or stencilling by brush or spraygun packages and/or parts;
 masking;
 mixing materials including concrete and mortar by hand or machine, but excluding colour blending and the mixing of fibre glass constituents;
 moving and/or stacking and/or unpacking goods;
 oiling and greasing of motor vehicles or parts thereof;
 operating goods lifts and letter copying or duplicating machines;
 polishing motor vehicles;
 recording and/or checking identification marks on goods, registration numbers of vehicles;
 repairing punctures;
 smelting of shavings into ingot form;
 sorting goods and recording the result;
 stirring materials;
 teasing coir and horsehair;
 weighing and recording the result;
 wrapping goods;
 writing addresses copied from invoices or packing slips;

(vii) "Machine-setter, qualified" means an employee who adjusts and/or sets machine tools and presses and who has had more than 3 years' experience;

(viii) "machine-setter, unqualified," means a machine-setter who has had less than 3 years' experience;

(ix) "marking off" means the operation of marking any material from a templet or pattern;

(v) "operative grade 1" means an employee who is mainly or exclusively engaged in any of the following duties:—

Annealing and tempering where controlled ovens and tanks are used;

assembling and fitting centre bolts and clips to springs;

assembling where no fitting is required;

baking armatures and field coils in oven;

boring wires;

bending and/or forming by hand operation in special purpose jigs or formers;

bonderising brake shoes and clutch plates;

checking parts with go-no-go gauges, and/or testing devices and/or plug gauges;

cutting and/or punching of materials by hand or machine to stops or to jigs or to patterns or to templets or to markings or to lengths;

Dipping in varnish, enamels or paint;

drilling holes previously marked out by a journeyman or apprentice or machine-setter or drilling with special purpose drilling jigs;

dressing, grinding by hand or power tool, provided that in all cases of precision dressing the machines concerned shall be pre-set by a journeyman or apprentice or machine-setter;

feeding of asbestos teasing machine;

feeding and/or loading and/or starting and/or unloading and/or operating of automatic machines;

fitting of seatcovers in manufacture of seats;

fitting of hessian strips to spring seat assemblies;

filing of metals, other than precision work;

fly and/or treadle and/or manual and/or power pressing and/or notching where the work is done with pre-set jigs or dies, excluding the setting of jigs or dies;

forming of insulation and fitting thereof to armatures and field coils;

heating and blackening moulds for battery jumpers;

heating lead;

inspecting visually;

marking off form patterns or templets by hand;

operating special purpose splitting machines;

operating centreless grinders;

packing component parts into sets under supervision of an operative supervisor;

preparation for buffing;

pressing of asbestos dough (hot or cold);

pre-treatment of materials by chemical process;

proof-testing bonded brake shoes and clutch plates;

rough grinding where the machine or work is held by hand;

screwing by hand with die-heads and/or taps and/or screwing machines;

straightening and/or flattening of metal strips;

striking metal including rivet striking, rivet heating, riveting;

onderdele en gereedskap aan werkwinkel uitreik en/of dit daarvan ontvang en 'n register van sulke gereedskap op datum hou;
 materiaal wat voorheen deur 'n stoorman aangeteken is, uitreik;
 geboue uitkalk;
 voertuie laai en aflaai;
 kratte maak;
 tee of dergelike drankte maak en opdien;
 pakkies en/of onderdele met kwas of sproeispuut merk en/of stensil;
 toeplak;

materiaal, met inbegrip van beton en dagha, met die hand of masjien meng, maar uitgesonderd kleurvermenging en die meng van veselglasbestanddele;
 goedere verskuif en/of opstapel en/of uitpak;
 motorvoertuie of onderdele daarvan olie en smeer;
 goederehyers en briefkopieer- of dupliseermasjiene bedien;
 motorvoertuie politoer;
 onderdele deur werkgever bestel, gaan afhaal;
 identifikasiemerke aan goedere, registrasienommers van voertuie opteken en/of nagaan;

lekkie heelmaak;

skaafsels in gietblokke smelt;

goedere sorteer en die resultate opteken;

materiaal roer;

klapperhaar en perdehaar pluus;

weeg en die resultate opteken;

goedere toedraai;

adresse skryf wat van fakture of verpakkingstrookies afgeskryf is;

(vii) "masjiensteller, gekwalifiseer," 'n werknemer wat masjien-gereedskap en perse stel en/of verstel en wat meer as 3 jaar ondervinding het;

(viii) "masjiensteller, ongekwalifiseer," 'n masjiensteller met minder as 3 jaar ondervinding;

(ix) "afmerk" die afmerk op materiaal vanaf patrone;

(x) "werkmán graad I," 'n werkmán wat hoofsaaklik of uitsluitlik een van onderstaande werksaamhede verrig:—

Metaal (ook klinknaels) slaan of klink; klinknaels verhit; met klinknaels aanmekaar sit;

materiaal met die hand of masjien volgens stuiters of setmate of patrone of merke of lengtes sny en/of pons;

met die hand of kraggereedskap bewerk of skuur, met dien verstande dat in alle gevalle van presisie-bewerking die betrokke masjiene vooraf deur 'n vakman of vakleerling of masjiensteller gestel moet word; gate boor wat voorheen deur 'n vakman of vakleerling of masjiensteller afgemerk is of met spesiale boor-setmate boor;

skroefdraad aan boutte sny;

ruwe skuurwerk waar die masjien of werk met die hand vasgehou word;

metale vyl, maar nie presisiewerk nie;

met hefboom en/of trap en/of met die hand en/of kragpers en/of inkeep waar die werk met gestelde setmate of stempels gedoen word, maar nie die stel van setmate of stempels nie; buig en/of vorm met die hand in spesiale setmate of vormers;

skroefsnijwerk met die hand doen met stempelkoppe en/of tappe en/of skroefsnymasjiene;

monteer en aansit van senterbout en knippe aan vere; gedemonteerde vere stroop; verf, kleefstowwe of erkende bitumastiek- en brandwerende of roeswerende stowwe (deklae), maar nie metaal bespuut nie, aan dele of onderdele met sproeispuut of kwas aansit;

in vernis, emalje of verf indoop;

voorbewerking van materiaal deur chemiese prosesse;

van setmate of met die hand afmerk;

metaalstroke reguit maak en/of plat maak;

masjiene voer en/of laai en/of aan die gang sit en/of aflaai en/of bedien;

sitplekkoortrekke aansit in die vervaardiging van sitplekke; gooiingstroke aan veersitpleksamestelle aansit;

binnekronkelvere en/of veermatte deursnoer of deurryg;

met die hand in spesiale setmate of fatsoeneerders buig en/of vorm;

dele of onderdele met die hand stroop of met masjiene wat normaalweg deur hierdie klas werkmán gebruik word;

isolering vorm en dit aan ankers en veldspoele monteer; ankers en veldspoele in oond bak;

spoele ontwikkel;

gietsvorms vir batteryverbinders verhit en swart maak;

lood verhit;

drade kaal stroop;

asbespluismasjiene voer;

asbesdeeg (warm en koud) pers;

remskoene en koppelaarplate bonderiseer;

gesweiste remskoene en koppelaarplate met proewe toets; verkoelereenhede en brandstoftens toets en koelvinne aan buise ryg;

stringing and/or threading inner coils and/or spring mats; stripping parts and components by hand or machines normally used by this class of operative; stripping of dismantled springs; application by spraygun or brush of paint, adhesives or recognised bitumastic and fire resisting or rust preventing substances (coatings) other than metal spraying, to parts or components; taping coils; testing fuel tanks, radiator units and threading gills to tubes; threading of bolts; turning eyes on spring main blades to jigs; wiring up articles for electroplating;

- (xi) "operative grade 2" means an employee mainly or exclusively engaged in:—

Soldering, tinning, sweating, continuous wire welding spot and/or tack and/or butt welding including the removing and replacing of welding tips and the cleaning of welding tips with abrasives materials or by hand filing; the sharpening but not the re-shaping of welding tips; the placing of welding tips in position; metal spinning with formers; operating but not setting machines designed or permanently adapted for a single tool operation and where manual operations are limited to loading, starting, stopping and unloading; placing or winding coils into armature slots and closing slots with wedges; undercutting of commutators; setting up of coil winders; shaping of coils; forming of wire into coils by hand or machine; connecting previously-tested and marked leads to commutators; buffing of metals; attending to electroplating bath, stripping and/or pickling tank; making filler necks for radiator tanks by means of jigs; and pressing core sections into frames by means of clamps;

- (xii) "operative grade 3" means an employee mainly or exclusively engaged in the repetitive operation of or attending to, but not setting, semi-automatic machines where the work cycle is power driven and the end point is controlled by automatic operating stops, including capstan and turret type lathes where all operations are limited by fixed stops.

- (xiii) "operative grade 4" means an employee mainly or exclusively engaged on welding with electric welding equipment and/or cutting with profile cutting machine, and setting and regulating of the heating and cutting gas mixtures of the welding or cutting equipment at the torch; welding and/or brazing to jigs and/or to parts so formed and/or located as to obviate the need for a jig, provided that any free-hand arc or gas welding performed by this operative grade 4 must be restricted to welds which are:—

- (a) downhand;
- (b) of components of which the completed weight does not exceed 30 lbs.;
- (c) in runs of not less than 50 identical items in the same place, with each item taking not more than 10 minutes floor to floor time; and
- (d) not in excess of 15 inches total length of one welding seam.

- (xiv) "operative supervisor" means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and labourers;
- (xv) "pattern cutter maker" means an employee mainly or exclusively engaged in the bending of a cutting blade to a pattern or templets and inserting it into a supporting base or back;
- (xvi) "seaming machinist" means an employee mainly or exclusively engaged in sewing by hand or machine;
- (xvii) "workshop employee" means an employee other than a char, female labourer, a labourer or a watchman for whom wages are prescribed in clause 11 of this Chapter.

CLAUSE 4.—PAYMENT OF EARNINGS.

- (1) All wages shall, subject to the provisions of sub-clause (2) of this clause, be paid weekly or monthly, as the case may be.
- (2) (a) Weekly paid employees shall be paid their wages in cash—
- (i) on each ordinary pay day by the normal stopping time of the day shift of the establishment for that day; or
 - (ii) on termination of employment if this takes place before the ordinary pay day.
- (b) Monthly paid employees shall be paid their wages in cash or by cheque on or before the last working day of the month, or on termination of employment if this takes place before the ordinary pay day of an employee.

oë aan hoofveerblaai volgens setmate uitdraai; monterwerk waar geen paswerk nodig is nie; artikels vir elektroplatering bedraad; voorbereiding vir poleerwerk; uitgloeing en tempering waar beheerde oonde en tenks gebruik word; met die oog inspekteer; spesiale splitmasjiene bedien; senterlose slypers bedien; onderdele met kanniemate en/of toetsinstrumente en/of propmate nagaan; onderdele onder toesig van 'n werkmans-opsigter in stalle verpak;

- (xi) "werkmans graad 2" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is met:—

Soldeer, vertin, aansweet, deurlooptdraadswaai, punt-en/of heg- en/of stuikswaai met inbegrip van die verwydering en vervanging van sweispunte en skuur-materiaal of met handvylwerk; die skerpmaak maar nie die herfatsoening van sweispunte nie; sweispunte in posisie plaas; metaalspinwerk met fatsoeneerders; masjiene bedien, maar nie stel nie, wat bedoel is of permanent aangepas is vir werking met 'n enkele gereedskapstuk en waar handbediening beperk is tot laai, aan sit, stop en ontlai; spoel in ankerpleuwe plaas of wikkel en gleuwe met wie sluit; kommutators ondersny; ankerwikkelers opstel; spoel fatsoeneer; draad in spoel met die hand of masjien fatsoeneer; voorafgetoeste en gemerkte leidings aan kommutators verbind; metale poleer; elektroplateerbad, afstroop- en/of skoonbyttenk versorg; vulnekke vir verkoelertens deur middel van setmate maak; en kernseksies in rame deur middel van klemme pers;

- (xii) "werkmans graad 3," 'n werkmans wat hoofsaaklik of uitsluitlik werksaam is met die herhalingsbediening of versorging, maar nie die stel, van halfoutomatiese masjiene waar die werksiklus deur krag aangedryf word en die eindpunt deur outomatiese stuiters beheer word, met inbegrip van kaapstander- en koepeltipe draaibanke waar alle werksaamhede deur vaste stuiters beperk word.

- (xiii) "werkmans graad 4," 'n werknemer wat hoofsaaklik of uitsluitlik sweiswerk doen met elektriese sweisuitrusting en/of snywerk met profielsnyermasjiene, en die stel en reguleer van die verhitings- en snygasmengsels van die sweis- of snyuitrusting aan die vlamsteker; sweis en/of hardsoldeer volgens setmate en/of volgens onderdele aldus gevorm en/of geplaas ten einde die nodigheid vir 'n setmaat uit te skakel, met dien verstande dat enige vryhandse boog- of gasweiswerk dat deur hierdie werkmans graad 4, verrig word, beperk moet wees tot sweislasse—

- (a) wat na onder gedoen word; en
- (b) aan onderdele waarvan die voltooide gewig hoogstens 30 lb. is; en
- (c) in reekse van minstens 50 identiese items in dieselfde plek, terwyl iedere item hoogstens 10 minute van vloer tot vloer neem; en
- (d) wat hoogstens 15 duim totale lengte van een sweisnaat is;

- (xiv) "werkmans-toesighouer" 'n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van enige werkmansklasse werkers en arbeiders;
- (xv) "patroonsnyermaker" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is in die buig van 'n snylem volgens 'n patroon en dit in 'n steunvlak of -rug invoeg;
- (xvi) "masjienstikker" 'n werknemer wat hoofsaaklik of uitsluitlik met die hand of masjien stik;
- (xvii) "werkwinkelwerknemer" 'n werknemer, uitgesonderd 'n skoonmaakster, vroulike arbeider, 'n arbeider of 'n wag vir wie lone in klousule 11 van hierdie hoofstuk voorgeskryf word.

KLOUSULE 4.—BETALING VAN VERDIENSTE.

- (1) Alle lone moet, behoudens die bepalings van subklousule 2 van hierdie klousule weekliks of maandeliks, na gelang van die geval, betaal word.
- (2) (a) Weekliks besoldigde werknemers moet hul lone in kontant betaal word—
- (i) elke gewone betaaldag op die gewone ophoutyd van die dagskof van die bedryfsinrigting vir daardie dag; of
 - (ii) by diensbeëindiging as dit vóór die gewone betaaldag plaasvind.
- (b) Maandeliks besoldigde werknemers moet hul lone in kontant of per tjek betaal word op of vóór die laaste werkdag van die maand, of by diensbeëindiging as dit voor die gewone betaaldag van 'n werknemer plaasvind.

(3) All earnings shall be handed to employees in sealed containers on which shall be reflected, or which shall be accompanied by a statement showing—

- (a) the name of the employer;
- (b) the name of the employee;
- (c) the date of payment;
- (d) the period in respect of which payment is made;
- (e) the number of ordinary and overtime hours worked and the earnings due;
- (f) the number of hours worked on a Sunday and the earnings due therefor;
- (g) details of any other earnings;
- (h) details of any deductions which have been made;
- (i) the amount enclosed; and
- (j) in the case of the employees other than journeymen, any amount due as leave pay in terms of sub-clause (1) of Section B of clause 7 of this Chapter.

(4) No employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by the employer or to purchase any goods from the employer.

(5) Unless otherwise provided for in this Agreement, no deductions or set-off of any description other than the following shall be made from the earnings which an employee would normally be entitled to receive:—

- (a) Subject to the provisions of clause 7 of this Chapter, where an employee is absent from work (other than on paid leave) a deduction proportionate to such absence, calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof: Provided that—

- (i) where such absence is due to a disablement or an illness falling within the scope of the Workmen's Compensation Act, 1941, the deduction shall in respect of the first week of absence, not exceed 70 per cent of the employee's wage;

- (ii) an employer may, as a condition precedent to the payment in terms of proviso (1) of any amount, require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;

- (b) subject to the provisions of clause 7 of this Chapter, with the written consent of the employee, deductions for holiday, insurance, provident and/or pension funds where such funds are not administered by a Regional Council or the Council;

- (c) with the written consent of the employee and of the Regional Council or the Council, deductions in respect of tea, sports and similar clubs, or purchases by employees from their employers;

- (d) contributions to the Council in terms of clause 11 of Chapter I of this Agreement and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;

- (e) any amount which an employer is legally or by order of a competent Court, required to pay for or on behalf of an employee;

- (f) where any employee agrees or is required in terms of the Bantu (Urban Areas) Consolidation Act, 1945, as amended, or the Bantu Labour Regulation Act, 1911, as amended, to accept board and/or lodging from his employer, a deduction not exceeding 60c per week when board and lodging is provided, or not more than 35c per week for board only or 25c per week for lodging only;

- (g) subscriptions to the Motor Industry Employees' Union of South Africa and the Motor Industry Coloured Workers' Union in terms of clause 5 of this Chapter, or to such other registered trade unions as may be approved by a Regional Council or the Council.

(6) Each employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

CLAUSE 5.—SUBSCRIPTIONS TO THE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, THE MOTOR INDUSTRY COLOURED WORKERS' UNION AND THE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

(1) Every employer who is a member of the South African Motor Industry Employers' Association shall deduct from the wages of each of his employees concerned the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa and the Motor Industry Coloured Workers' Union and shall forward the amount thus deducted with the form prescribed by the Regional Council having jurisdiction to the Secretary of the Regional Council concerned, not later than the tenth day of the month following the month to which the subscriptions relate.

(2) Every employer who is a member of the South African Motor Industry Employers' Association shall not later than the tenth day of each month, unless he has paid his subscription direct to the said Association, forward to the Secretary of the Regional Council concerned with the form prescribed by the Regional Council having jurisdiction, one-twelfth of his annual subscriptions payable to the said Association.

(3) Alle verdienste moet aan werknemers in verseëelde houers oorhandig word waarop die onderstaande moet voorkom, of wat vergesel moet gaan van 'n staat wat die volgende toon:—

- (a) Die naam van die werkgewer;
- (b) die naam van die werknemer;
- (c) die datum van betaling;
- (d) die tydperk waarvoor betaling gedoen word;
- (e) die getal gewone en oortydure gewerk en die verdienste verskuldig;
- (f) die getal ure op 'n Sondag gewerk en die verdienste daarvoor verskuldig;
- (g) besonderhede van enige ander verdienste;
- (h) besonderhede van enige aftrekking gemaak;
- (i) die bedrag ingesluit; en
- (j) in die geval van werknemers, uitgesonderd vakmanne, enige bedrag verskuldig in die vorm van verlofbesoldiging kragtens subklousule (1) van Afdeling B van klousule 7 van hierdie Hoofstuk.

(4) Van geen werknemer mag vereis word om as deel van sy dienskontrak by sy werkgewer of by enige plek deur sy werkgewer benoem, te eet en/of in te woon nie of om enige goedere van sy werkgewer te koop nie.

(5) Tensy anders in hierdie Ooreenkoms bepaal, mag geen aftrekking of vermindering van watter aard ook al, uitgesonderd onderstaande, van die verdienste gedoen word van 'n werknemer wat normaalweg daarop geregtig is om dit te ontvang nie:—

- (a) Behoudens die bepalinge van klousule 7 van hierdie Hoofstuk, wanneer 'n werknemer van die werk afwesig is (behalwe met verlof met betaling) 'n aftrekking eweredig aan sodanige afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer ontvang het ten opsigte van sy gewone werkure ten tyde daarvan; met dien verstande—

- (i) dat waar sodanige afwesigheid toe te skryf is aan 'n arbeidsongeskiktheid of 'n siekte binne die bestek van die Ongevallewet, 1941, die aftrekking ten opsigte van die eerste week van afwesigheid hoogstens 70 persent van die werknemer se loon mag bedra;

- (ii) dat 'n werkgewer, voordat hy betaling kragtens voorbehoudsbepaling (i) van enige bedrag doen, van die werknemer mag vereis om 'n doktersertifikaat in te dien wat die aard en duur van die werknemer se ongeskiktheid bevestig;

- (b) behoudens die bepalinge van klousule 7 van hierdie Hoofstuk, met die skriftelike toestemming van die werknemer, aftrekkings vir verlof, versekerings-, voorsorg- en/of pensioenfondse indien sodanige fondse nie deur 'n Streekraad of die Raad geadmistreer word nie;

- (c) met die skriftelike toestemming van die werknemer en van die Streekraad of die Raad, aftrekkings ten opsigte van tee-, sport- en dergelike klubs, of aankope deur werknemers van hul werkgewers;

- (d) bydraes tot die Raad ingevolge klousule 11 van Hoofstuk I van hierdie Ooreenkoms en bydraes tot enige siektebystands-, voorsorg- en/of pensioenfondse wat deur enige Streekraad of die Raad geadmistreer word;

- (e) enige bedrag wat 'n werkgewer by wet of op bevel van 'n bevoegde hof verplig word om vir of namens 'n werknemer te betaal;

- (f) waar 'n werknemer instem of daar van hom vereis word kragtens die Bantoe (Stedelike Gebiede) Konsolidasiewet, 1945, soos gewysig, of die Bantoe Arbeid Regelingswet, 1911, soos gewysig, om etes en/of huisvesting van sy werkgewer aan te neem, 'n aftrekking van hoogstens 60c per week wanneer etes en huisvesting verskaf word, of hoogstens 35c per week slegs vir etes of 25c per week slegs vir huisvesting;

- (g) ledegeld aan die Motor Industry Employees' Union of South Africa en die Motor Industry Coloured Workers' Union kragtens klousule 5 van hierdie Hoofstuk of aan sodanige ander geregistreerde vakverenigings wat deur 'n Streekraad of die Raad goedgekeur word.

(6) Elke werknemer moet, indien sy werkgewer dit van hom vereis, wanneer sy verdienste aan hom betaal word, die ontvangs daarvan skriftelik erken.

KLOUSULE 5.—LEDEGELD AAN DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY COLOURED WORKERS' UNION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

(1) Elke werkgewer wat lid van die South African Motor Industry Employers' Association is, moet van die loon van elk van sy betrokke werknemers die bedrag van die ledegeld afrek wat deur sodanige werknemer verskuldig is aan die Motor Industry Employees' Union of South Africa of die Motor Industry Coloured Workers' Union en moet die bedrag aldus afgetrek, saam met die vorm voorgeskryf deur die streekraad wat regsbevoegdheid het, aan die Sekretaris van die betrokke streekraad stuur, op of voor die tiende dag van die maand wat volg op die maand waarop die ledegeld betrekking het.

(2) Elke werkgewer wat lid van die South African Motor Industry Employers' Association is, moet op of voor die 10de dag van elke maand, tensy hy sy ledegeld regstreeks aan genoemde vereniging betaal het, $\frac{1}{12}$ van sy jaarlikse ledegeld wat aan genoemde vereniging betaalbaar is, aan die sekretaris van die betrokke streekraad stuur, saam met die vorm voorgeskryf deur die streekraad wat regsbevoegdheid het.

(3) Subscriptions received by the Council in accordance with the provisions of sub-clauses (1) and (2) on behalf of the South African Motor Industry Employers' Association, the Motor Industry Employees' Union of South Africa and the Motor Industry Coloured Workers' Union, shall be paid to those organisations not later than the tenth day of the month following the months during which the subscriptions were received.

CLAUSE 6.—TRADE UNION LABOUR.

- (1) Subject to the provisions of sub-clause (2)—
- (a) No member of the Motor Industry Employees' Union of South Africa and no member of the Motor Industry Coloured Workers' Union shall accept employment as a workshop employee with any employer who is not a member of the South African Motor Industry Employers' Association, or shall remain in the employ of an employer who has ceased to be a member of the said Association, after having been informed by the Secretary of the Regional Council concerned of such termination of membership.
- (b) No member of the South African Motor Industry Employers' Association shall employ as a workshop employee any person who is eligible for membership of the Motor Industry Employees' Union of South Africa or of the Motor Industry Coloured Workers' Union, but who is not a member of the one of these Unions.
- (2) This clause shall not apply—
- (a) in respect of an immigrant during the first year after the date of his entry into the Republic of South Africa; provided that—
 - (i) if any immigrant has at any time after the first three months of his employment in the Industry refused an invitation from the Motor Industry Employees' Union of South Africa to become a member thereof, the provisions of this clause shall immediately come into operation; and
 - (ii) an employer shall, directly an immigrant commences employment with him, inform the Secretary of the Regional Council having jurisdiction, of the fact that he has so engaged an immigrant and of the name of such immigrant and date of engagement.
- (b) Where, in the opinion of the Council, membership to a party to this Agreement has been refused or terminated without reasonable cause and the applicant or ex-member, as the case may be, has reported such refusal or termination to the Council within twenty-one days thereof. [This sub-clause does not effect the rights of an aggrieved person in terms of section 51 (10) of the Act];
- (c) to apprentices, charrs, female labourers, labourers and watchmen;
- (d) to directors (of limited liability companies) who are vested with authority to engage and dismiss staff and who determine or assist in determining the policies of their companies.
- (3) Proof of membership of the trade union concerned shall be the production of a membership card issued by such trade union and reflecting the grade of membership.

CLAUSE 7.—ANNUAL LEAVE.

Definitions.

For the purpose of this clause—

- (1) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of sub-clause (1) of Section A of this clause;
- (2) the terms "employment" and "shift" shall be deemed to include—
 - (a) shifts which are of shorter duration than those permitted in terms of this Chapter, because—
 - (i) the employee arrived late at his place of work, but such lateness did not exceed half-an-hour; or
 - (ii) short-time was worked; or
 - (iii) such shorter shifts were worked with the permission of the employer.
 - (b) Shifts which the employee concerned normally would have worked but did not work because he was—
 - (i) absent on paid leave in terms of this Agreement;
 - (ii) required to undergo training in terms of the Defence Act, 1957 (Act No. 44 of 1957), to the extent of a maximum period of four months per year;
 - (iii) absent from work on the instruction or at the request of his employer;
 - (iv) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding thirty days in any leave cycle;
 - (v) absent from work on any of the public holidays referred to in clause 8 of this Chapter;

provided that an employee who, after the expiration of his annual leave, ends his employment by desertion, shall have no claim in respect of paragraph 2 (b) (i) above.

(3) Ledegeld wat deur die Raad ooreenkomstig die bepalings van subklousules (1) en (2) namens die South African Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa en die Motor Industry Coloured Workers' Union ontvang word, moet aan daardie organisasies op of voor die tiende dag van die maand betaal word wat volg op die maand waarin die ledegeld ontvang is.

KLOUSULE 6.—VAKVERENIGINGARBEID.

- (1) Behoudens die bepalings van subklousule (2)—
- (a) mag geen lid van die Motor Industry Employees' Union of South Africa en geen lid van die Motor Industry Coloured Workers' Union wat 'n vakman is, diens as 'n werkwinkelwerknemer aanvaar by 'n werkgever wat nie lid van die South African Motor Industry Employers' Association is nie, of in die diens van 'n werkgever bly wat opgehou het om lid van genoemde vereniging te wees, nadat hy deur die sekretaris van die betrokke streekraad van sodanige beëindiging van lidmaatskap in kennis gestel is;
- (b) mag geen lid van die S.A. Motor Industry Employers' Association as 'n werkwinkelwerknemer iemand in diens neem wat kwalifiseer vir lidmaatskap van die Motor Industry Employees' Union of South Africa of die Motor Industry Coloured Workers' Union, maar wat nie lid van een van hierdie vakverenigings is nie.
- (2) Hierdie klousule is nie van toepassing nie—
- (a) ten opsigte van 'n immigrant gedurende die eerste jaar na die datum van sy aankoms in die Republiek van Suid-Afrika; met dien verstande dat—
 - (i) as 'n immigrant te eniger tyd ná die eerste 3 maande van sy indiensneming in die Nywerheid 'n uitnodiging geweier het van die Motor Industry Employees' Union of South Africa om lid daarvan te word, die bepalings van hierdie klousule onmiddellik in werking tree; en
 - (ii) 'n werkgever, sodra 'n immigrant by hom begin werk, die sekretaris van die streekraad wat regsbevoegdheid het, in kennis moet stel van die feit dat hy aldus 'n immigrant in diens geneem het, asook die naam van sodanige immigrant en die datum van indiensneming.
- (b) Wanneer, na die mening van die Raad, lidmaatskap van 'n party by hierdie Ooreenkoms sonder redelike oorsaak geweier of beëindig is en die applikant of oud-lid, na gelang van die geval, sodanige weiering of beëindiging binne 21 dae daarvan aan die Raad rapporteer het. [Hierdie subklousule raak nie die reg van 'n gegriefde persoon ingevolge artikel 51 (10) van die Wet nie.]
- (c) Op vakleerlinge, skoonmaaksters, vroulike arbeiders, arbeiders en wagte;
- (d) op direkteure (van maatskappye met beperkte aanspreeklikheid) aan wie magtiging verleen is om personeel in diens te neem of te ontslaan en wat die beleid van hul maatskappye bepaal of help om dit te bepaal.
- (3) Bewys van lidmaatskap van die betrokke vakvereniging is die voorlegging van 'n lidmaatskapkaart uitgereik deur sodanige vakvereniging en wat die graad van lidmaatskap aandui.

KLOUSULE 7.—JAARLIKSE VERLOF.

Woordomskrywing.

Vir die toepassing van hierdie klousule—

- (1) beteken "verloftydkring" die tydperk waarin 'n werknemer 3 weke verlof ingevolge subklousule (1) van Afdeling A van hierdie klousule verdien;
- (2) word die woorde "diens" en "skof" geag die volgende in te sluit:—
 - (a) Skofte wat korter duur as dié ingevolge hierdie Hoofstuk toegelaat, omdat—
 - (i) die werknemer laat by sy werkplek aangekom het, maar sodanige laatkom nie 'n halfuur oorskry het nie; of
 - (ii) korttyd gewerk is; of
 - (iii) sodanige korter skofte met toestemming van die werkgever gewerk is;
 - (b) Skofte wat die betrokke werknemer normaalweg sou gewerk het maar nie gewerk het nie omdat hy—
 - (i) afwesig was met betaalde verlof kragtens hierdie Ooreenkoms;
 - (ii) verplig was om opleiding kragtens die Verdedigingswet, 1957 (Wet No. 44 van 1957), te ondergaan, tot 'n maksimum tydperk van 4 maande per jaar;
 - (iii) van sy werk afwesig was op las of op versoek van sy werkgever;
 - (iv) van die werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesaam hoogstens 30 dae in enige verloftydkring;
 - (v) van die werk afwesig was op enigeen van die openbare vakansiedae bedoel in klousule 8 van hierdie Hoofstuk;

met dien verstande dat 'n werknemer wat, na die verstryking van sy jaarlikse verlof, sy diens beëindig deur te dros, geen eis ten opsigte van paragraaf 2 (b) (i) hierbo kan instel nie.

- (3) "remuneration" means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment.

NOTE.—The remainder of this clause is sub-divided into 4 sections as follows:—

Section A which deals with annual leave and determines, *inter alia*, such matters as who shall be entitled to annual leave, the period of annual leave to be granted to employees, when leave shall become due, the calculation of leave pay, etc.;

Section B which contains provisions relating to accrued leave pay;

Section C which contains provisions relating to additional holiday pay; and

Section D which contains provisions for the administration of a "contingency reserve".

SECTION A.—ANNUAL LEAVE.

(1) Three weeks annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, and to all employees for whom wages or remuneration are prescribed in this Chapter of the Agreement who have completed with the same employer since the date of engagement or from the date on which the previous annual leave fell due (whichever is the later) the periods of continuous employment set out in the Schedule to this sub-clause.

Schedule.

- (a) Weekly paid employees, other than watchmen: 261 shifts excluding overtime.
(b) Watchmen and monthly paid employees: 12 months.

(2) Annual leave shall become due immediately an employee has completed the qualifying period specified in sub-clause (1) of this section, but it may be taken before or after it becomes due if—

- (a) the exigencies of the employer's business so require; or
(b) the employer and the employee so agree;

provided that annual leave shall in no circumstances be taken more than two months before due date, nor delayed for more than four months after due date unless the employee and the employer concerned have, before the expiry of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.

(3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) If any of the paid public holidays referred to in clause 8 (1) of this Chapter falls on a working day within the period of leave of an employee the employer shall either—

- (a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or
(b) pay to the employee in question one normal day's pay in lieu of leave on the pay day immediately following such employee's period of leave.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor, unless the employee so requests, in writing, with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in clause 42 of Chapter I of this Agreement, shall not be counted as part of such employee's annual leave.

(6) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the Industry during the period of his leave.

(7) Except as provided in sub-clause (4) of clause 18 of this Chapter, no deductions from leave pay shall be made as a set-off against any moneys which may be owing to the employer.

(8) On the termination of the services of an employee who has qualified for annual leave in terms of sub-clause (1) of this section, but who has not been granted or has not taken his leave at the date of such termination, the employer shall pay him an amount of leave pay calculated in accordance with the provisions of sub-clause (1) of Section B of this clause.

(9) (a) An employer may at any time, but not more than once in any period of twelve consecutive months, close his establishment for purposes of granting his employees annual leave as

- (3) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en word die bedrag van sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang het of wat hom toegekom het ten opsigte van 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig.

OPMERKING.—Die res van hierdie klousule word soos volg in 4 afdelings onderverdeel:

Afdeling A wat oor jaarlikse verlof handel en o.a. sodanige sake bepaal soos wie op jaarlikse verlof geregtig is, die tydperk van die jaarlikse verlof wat aan werknemers verleen moet word, wanneer verlof verskuldig word, die berekening van verlofbesoldiging, ens.;

Afdeling B wat bepalinge betreffende opgelope verlofbesoldiging bevat;

Afdeling C wat bepalinge betreffende addisionele vakansiebetaling bevat; en

Afdeling D wat bepalinge betreffende die administrasie van 'n „gebeurlikheidsreserwefonds” bevat.

AFDELING A.—JAARLIKSE VERLOF.

(1) Drie weke jaarlikse verlof met volle besoldiging moet toegestaan word aan vakleerlinge, kweklinge wat opleiding kragtens die Wet op Opleiding van Ambagsmanne ondergaan en alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperke van aansenlopende diens voltooi het wat in die Bylae van hierdie subklousule genoem word, by dieselfde werkgever voltooi het.

Bylae.

- (a) Weekliks besoldigde werknemers, uitgesonderd wagt: 261 skofte, uitgesonderd oortyd.
(b) Wagt en maandeliks besoldigde werknemers: 12 maande.

(2) Jaarlikse verlof val aan 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk genoem in subklousule (1) van hierdie afdeling, voltooi het, maar dit kan geneem word voordat of nadat dit verskuldig geword het indien—

- (a) die werkgever se besigheid dit vereis; of
(b) die werkgever en die werknemer aldus ooreenkom;

met dien verstande dat jaarlikse verlof in geen omstandighede meer as 2 maande voordat dit verskuldig word, geneem mag word nie of nie vir langer as 4 maande nadat dit verskuldig geword het, uitgestel mag word nie tensy die betrokke werknemer en werkgever, vóór die verstrekking van sodanige tydperk van 4 maande, daartoe skriftelik ooreengekom het, en mag dit nie langer as 6 maande ná die toevaldatum, uitgestel word nie.

(3) Behoudens subklousule (1) van hierdie Afdeling word besoldiging vir jaarlikse verlof bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan en moet dit aan hom deur die werkgever betaal word op die laaste werkdag voordat sy verlof begin.

(4) As enigeen van die openbare vakansiedae met besoldiging wat in klousule 8 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die tydperk van verlof van 'n werknemer val, moet die werkgever of—

- (a) 1 werkdag met volle besoldiging by genoemde tydperk van verlof ten opsigte van elke sodanige openbare vakansiedag met besoldiging voeg; of
(b) aan die betrokke werknemer 1 gewone dag se besoldiging in plaas van verlof betaal op die betaaldag wat onmiddellik op sodanige werknemer se tydperk van verlof volg.

(5) (a) Jaarlikse verlof mag nie saamval met enige tydperk waarin daar aan die werknemer kennis van diensbeëindiging gegee is; ook nie, tensy die werknemer dit skriftelik versoek, met enige tydperk waarin 'n werknemer militêre opleiding ingevolge die bepalinge van die Verdedigingswet, 1957, ondergaan nie.

(b) Enige tydperk waarin 'n werknemer met siekteverlof is soos in klousule 42 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(6) Geen werknemer mag gedurende sy verloftydperk sy gewone beroep beoefen nie, en geen werkgever mag van 'n werknemer vereis of hom wilens en wetens toelaat om gedurende sy verloftydperk in die Nywerheid te werk nie.

(7) Behalwe soos bepaal in subklousule (4) van klousule 18 van hierdie Hoofstuk mag geen bedrag van verlofbesoldiging by wyse van skuldvergelyking afgetrek word van geld wat aan die werkgever verskuldig mag wees nie.

(8) By beëindiging van die diens van 'n werknemer wat ooreenkomstig die bepalinge van subklousule (1) van hierdie Afdeling op jaarlikse verlof geregtig geword het maar aan wie sodanige verlof ten tyde van sodanige beëindiging nie toegestaan is of wat hy nie geneem het nie, moet die werkgever hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalinge van subklousule (1) van Afdeling B van hierdie klousule.

(9) (a) 'n Werkgever mag te eniger tyd, maar hoogstens 1 keer in enige tydperk van 12 opeenvolgende maande, sy bedryfsinrigting sluit met die doel om sy werknemers jaarlikse verlof

prescribed by this clause and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in sub-clause (1) of Section B of this clause as if his employment had terminated, plus remuneration in respect of any of the paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of sub-clause (4) of this section, at a rate not less than he would normally have received for his ordinary working hours for that day of the week; provided that maintenance personnel may, subject to the provisions of sub-clause (2) of this section, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For the purpose of this clause maintenance personnel shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

SECTION B.—ACCRUED LEAVE PAY.

(1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of "shifts" at the beginning of this clause, an employee who is discharged from or who leaves his employment before he has qualified for annual leave in terms of sub-clause (1) of Section A of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed week of employment (i.e. 5 shifts) from the date of beginning work with the employer or from the date on which his last leave became due whichever is the later.

(2) (a) In the case of all employees other than journeymen the accrued leave pay referred to in sub-clause (1) of this section shall be paid direct to the employee on termination of service.

(b) In the case of journeymen accrued leave pay shall not be handed to or taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(c) An employer when making payment in terms of paragraph (b) of this sub-clause shall complete in quadruplicate a leave pay voucher in the form prescribed in Annexure C of this Agreement shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council concerned, and hand the remaining two copies to the journeyman concerned, who shall forthwith sign and forward one copy to the Secretary of the Regional Council and retain the other copy for purposes of paragraph (d) of this sub-clause.

(d) Where a journeyman, who has been discharged from or has left his employment before he has qualified for annual leave, enters the service of another employer in the Motor Industry, the following provisions shall apply—

(i) The journeyman must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause.

(ii) The journeyman's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) of Section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay vouchers handed by him to the new employer.

(iii) Two weeks before the journeyman is due to take paid leave from the new employer the copy leave pay voucher handed by the journeyman to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher.

(iv) The new employer shall pay to the journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of this clause.

(v) A journeyman who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.

(3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(4) All amounts received in respect of leave pay shall be placed in a special account operated by Regional Councils.

toe te staan soos voorgeskryf by hierdie klousule en indien 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie geregtig is op die volle voorgeskryfte tydperk van jaarlikse verlof nie, moet die werkgever hom 'n bedrag betaal wat bereken is op die grondslag bepaal in subklousule (1) van Afdeling B van hierdie klousule asof sy diens beëindig is, plus besoldiging ten opsigte van enigeen van die openbare vakansiedae met betaling wat binne die tydperk val waarin die bedryfsinrigting gesluit is en wat by 'n werknemer se jaarlikse verlof ingevolge subklousule (4) van hierdie afdeling gevoeg moet word, teen 'n koers van minstens dié wat hy normaalweg sou ontvang het vir sy gewone werkure vir daardie dag van die week; met dien verstande dat onderhoudspersoneel, behoudens die bepalings van subklousule (4) van hierdie afdeling gevoeg moet word, teen 'n koers van gedurende die tydperk waarin 'n bedryfsinrigting ingevolge hierdie paragraaf gesluit is.

(b) Vir die toepassing van hierdie klousule beteken onderhoudspersoneel werknemers werksaam in die onderhoud, opknapping of herstel van masjinerie, uitrusting of installasie.

AFDELING B.—OPGELOPE VERLOFBESOLDIGING.

(1) Behoudens die bepalings van subklousule (3) van hierdie Afdeling en die voorbehoudsbepaling by die woordomskriving van „skofte" aan die begin van hierdie klousule, is 'n werknemer wat uit sy diens ontslaan is of dit verlaat voordat hy vir jaarlikse verlof kragtens subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlofbesoldiging gelyk aan 3/52 van 1 week se besoldiging vir elke voltooië week diens (d.w.s. 5 skofte) vanaf die datum waarop hy by die werkgever begin werk het of vanaf die datum waarop verlof laas verskuldig geword het, naamlik die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne, moet die opgelope verlofbesoldiging in subklousule (1) van hierdie Afdeling bedoel, regstreeks by diensbeëindiging aan die werknemer betaal word.

(b) In die geval van vakmanne moet die opgelope verlof besoldiging nie aan die werknemer in kontant betaal of deur hom aangeneem word nie, maar moet dit onmiddellik by diensbeëindiging deur die werkgever aan die Sekretaris van die Streekraad wat regsbevoegdheid het, gestuur word.

(c) Wanneer 'n werkgever 'n bedrag ooreenkomstig paragraaf (b) van hierdie subklousule betaal, moet hy 'n verlofbetalbewys in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms, in viervoud invul, een kopie daarvan bewaar, een kopie aan die sekretaris van die betrokke streekraad stuur, en die ander twee kopieë aan die betrokke vakman oorhandig wat dit onmiddellik moet onderteken, een kopie aan die sekretaris van die streekraad moet stuur en die ander kopie moet bewaar vir die toepassing van paragraaf (d) van hierdie subklousule.

(d) Wanneer 'n vakman, wat uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, diens by 'n ander werkgever in die Motornywerheid aanvaar, is onderstaande bepalings van toepassing:—

(i) Die vakman moet aan die nuwe werkgever kopieë van verlofbetalbewyse voorlê wat aan hom deur sy vorige werkgevers in die Motornywerheid uitgereik en deur hom kragtens paragraaf (c) van hierdie subklousule bewaar is.

(ii) Die vakman se verlof word aan hom verskuldig wanneer hy by die nuwe werkgever 'n getal skofte of 'n tydperk gelyk aan dié voorgeskryf in die Bylae van subklousule (1) van Afdeling A van hierdie klousule gewerk het, min die totaal van die skofte of tydperke aangetoon op die kopie van die verlofbetalbewyse wat deur hom aan die nuwe werkgever oorhandig is.

(iii) Twee weke voordat die vakman verlof met besoldiging van sy nuwe werkgever neem, moet die kopie van die verlofbetalbewys wat deur die vakman aan sy nuwe werkgever oorhandig is, geteken en aan die betrokke streekraad gestuur en aansoek om betaling van die bedrag van die bewys gedoen word.

(iv) Die nuwe werkgever moet aan die vakman, wanneer hy sy verlof met betaling neem, die bedrag aan verlofbetaling betaal wat aan hom kragtens hierdie klousule verskuldig geword het.

(v) 'n Vakman wat sy diens verlaat nadat sy verlof verskuldig geword het maar voordat dit toegestaan is, moet deur die werkgever die bedrag betaal word wat aan hom verskuldig is as verlofbetaling op die tydstip waarop sy verlof verskuldig geword het, en moet hy self van die betrokke streekraad die bedrag eis van enige verlofbetalbewyse wat in sy besit is, deur dié bewyse te teken en dit aan die sekretaris van die streekraad te stuur.

(3) Opgelope verlofbetaling wat 'n streekraad hou of wat 'n werkgever namens 'n werknemer hou wat om gesondheidsredes of enige ander ongeskiktheid nie meer in staat is om met sy werk voort te gaan nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeld wat aan 'n werknemer verskuldig is wat in die loop van sy diens sterf, is onmiddellik aan sy boedel betaalbaar.

(4) Alle bedrae ontfang ten opsigte van verlofbetaling moet in 'n spesiale rekening gestort word wat deur die streekraade geadministreer word.

(5) Accrued leave pay held on behalf of a journeyman shall be paid to him—

(a) if he leaves the Industry, subject to sub-clause (3) of this section on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;

(b) while he is employed in the Industry, when he proceeds on annual leave;

or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY.

(1) Every employer shall in respect of every journeyman employed by him pay additional holiday pay of R2 for each week of employment; provided that—

(a) where a journeyman receives or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall, subject to the provisions of subparagraph (b) (iv) of the definition of "shifts" at the beginning of this clause, be payable on behalf of such employee in respect of that week; and

(b) where in any leave cycle a journeyman has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 40c in respect of each further day of absence through illness or accident.

(2) The amounts payable in terms of sub-clause (1) of this section shall be remitted by the employer monthly, but not later than the 10th day of the month following that to which such amounts refer, to the Secretary of the Regional Council in whose area of jurisdiction his establishment is situated, under cover of and together with particulars required in the form prescribed for this purpose by the Regional Council concerned.

(3) The additional holiday pay payable in terms of sub-clause (1) shall be payable to journeymen when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(4) Subject to the provisions of sub-clause (4) of clause 18, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(5) All workers other than journeymen shall be paid an amount of additional holiday pay by their employers when they proceed on annual leave.

(6) (a) The amount of the additional holiday pay referred to in sub-clause (5) of this section shall be one week's pay in respect of each twelve months of employment.

(b) The one week's pay referred to in paragraph (a) of this sub-clause shall be calculated at the rate the employee is earning when he goes on leave.

(c) The additional holiday pay referred to in sub-clause (5) of this section shall begin to accrue only as from 28th March, 1966.

(d) The amount of the additional holiday pay referred to in paragraph (a) of this sub-clause shall be reduced by one fifty-second for each week during which the employee does not work a full five shifts, a "shift" for this purpose having the meaning given to this term in paragraph (2) at the beginning of clause 7 of this Chapter.

(7) Where an employee other than a journeyman leaves the services of his employer before qualifying for additional holiday pay, such employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

(8) The provisions of sub-clauses (3), (4) and (5) of Section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

SECTION D.—CONTINGENCY RESERVE.

(1) Leave pay and additional holiday pay in the possession of Regional Councils and unclaimed after the expiry of three years from the date of receipt shall be paid to a contingency reserve (hereinafter referred to as "The Reserve") which shall be utilised for the benefit of employees in the Industry as the Council may determine; provided that—

(a) any such leave pay or additional holiday pay (or portion thereof) as the Council may regard as being in excess of what is required to finance the reserve, shall be forfeited to the Council;

(b) any leave pay or additional holiday pay which has been forfeited to the Council or paid to the reserve in terms of this sub-clause, and which is subsequently claimed by the beneficiary may be paid at the discretion of the Council.

(2) The reserve shall be administered by Regional Councils in accordance with principles formulated by the Council and a copy of the memorandum containing such principles and particulars of any amendments, shall be lodged with the Secretary for Labour.

(5) Opgeloope verlofbetaling wat ten behoeve van 'n vakman gehou word, moet aan hom betaal word—

(a) as hy die Nywerheid verlaat, behoudens subklousule (3) van hierdie Afdeling, by verstryking van 52 weke bereken vanaf die datum waarop die verlofbetaling begin het om op te loop;

(b) terwyl hy in die Nywerheid in diens is, wanneer hy met jaarlikse verlof gaan;

of eerder, na goedvinde van die betrokke streekraad.

AFDELING C.—ADDISIONELE VERLOFBETALING.

(1) Elke werkgewer moet ten opsigte van elke vakman by hom in diens 'n addisionele verlofbetaling van R2 vir elke week diens betaal; met die verstande—

(a) dat wanneer 'n vakman 'n loon ontvang of daarop geregtig is vir minder as 23 uur altesaam in 'n week, geen addisionele verlofbetaling, behoudens die bepalings van subparagraaf (b) (iv) van die woordomskeywing van „skofte” aan die begin van hierdie klousule, ten behoeve van sodanige vakman ten opsigte van daardie week betaalbaar is nie; en

(b) dat indien 'n vakman in enige verloftydkring van die werk weens siekte of 'n ongeluk vir 30 dae afwesig was sy werkgewer die addisionele verlofbetaling met 40c ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk mag verminder.

(2) Die werkgewer moet die bedrae wat ingevolge subklousule (1) van hierdie Afdeling betaalbaar is, maandeliks en wel op of voor die 10de dag van die maand wat volg op die maand waarop sodanige bedrae betrekking het, aan die sekretaris van die streekraad stuur in wie se reggebied sy bedryfsinrigting geleë is, onder dekking van en saam met besonderhede vereis in die vorm wat vir dié doel deur die betrokke streekraad voorgeskryf word.

(3) Die addisionele verlofbetaling betaalbaar kragtens subklousule (1) is betaalbaar aan vakmanne wanneer hulle met jaarlikse verlof gaan, en aansoek daarom moet by die betrokke streeksekretaris minstens 2 weke voordat 'n vakman se verlof verskuldig is, ingedien word.

(4) Behoudens die bepalings van subklousule (4) van klousule 18 mag geen bedrag by wyse van skuldvergelyking van die verlofbetaling afgetrek word ter betaling van geld wat aan die werkgewer verskuldig mag wees nie.

(5) Alle werkers, uitgesonderd vakmanne, moet 'n addisionele verlofbetaling deur hul werkgewers betaal word wanneer hulle met jaarlikse verlof gaan.

(6) (a) Die bedrag van die addisionele verlofbetaling bedoel in subklousule (5) van hierdie Afdeling is een week se besoldiging ten opsigte van elke 12 maande diens.

(b) Die een week se besoldiging bedoel in paragraaf (a) van hierdie subklousule moet bereken word teen die koers wat die werknemer verdien wanneer hy met verlof gaan.

(c) Die addisionele verlofbesoldiging bedoel in subklousule (5) van hierdie Afdeling begin slegs vanaf 28 Maart 1966 op te loop.

(d) Die bedrag van die addisionele verlofbesoldiging bedoel in paragraaf (a) van hierdie subklousule moet met 1/52ste vir elke week waarin die werknemer nie 'n volle 5 skofte werk nie, verminder word, en vir hierdie doel het „skof” die betekenis wat daaraan in paragraaf (2) aan die begin van klousule 7 van hierdie Hoofstuk geheg is.

(7) Wanneer 'n werknemer, uitgesonderd 'n vakman, die diens van sy werkgewer verlaat voordat hy vir addisionele verlofbetaling kwalifiseer, moet aan hom 'n eweredige gedeelte van sy addisionele verlofbetaling by diensbeëindiging betaal word.

(8) Die bepalings van subklousules (3), (4) en (5) van afdeling B van hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van addisionele verlofbetaling.

AFDELING D.—GEBEURLIKHEIDSRESERVE.

(1) Verlofbetaling en addisionele verlofbetaling wat die Streekraad hou en wat nie ná verstryking van die jaar vanaf die datum van ontvangs opgeëis is nie, moet in 'n gebeurlikheidsreserwefonds (hierna „Die Reserwe” bedoel) betaal word wat gebruik moet word tot voordeel van werknemers in die Nywerheid soos die Raad bepaal; met dien verstande—

(a) dat enige verlofbetaling of addisionele verlofbetaling (of gedeelte daarvan) wat die Raad beskou as meer as wat nodig is om die reserwe te finansier, aan die Raad verbeur word;

(b) dat verlofbetaling of addisionele verlofbetaling wat aan die Raad verbeur is of in die reserwe kragtens hierdie subklousule inbetaal is en wat daarna deur die begunstigde opgeëis word, na goeddunke van die Raad uitbetaal kan word.

(2) Die reserwe moet deur streekgrade geadministreer word ooreenkomstig beginsels wat deur die Raad opgestel is en 'n kopie van die memorandum wat dié beginsels en besonderhede van enige wysigings bevat, moet by die Sekretaris van Arbeid ingedien word.

(3) In the event of the dissolution of the Council any moneys standing to the credit of the reserve shall at the time of such dissolution be deemed to constitute a portion of the Council's cash assets and shall be dealt with accordingly.

(4) Subject to the provisions of sub-clause (3) of this section, in the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the reserve shall continue to be administered in terms of sub-clause (2) of this section; provided that if another Agreement for the Industry is not negotiated within a period of two years after such expiry or cessation, any moneys standing to the credit of the reserve shall be forfeited to the Council.

(5) The cost of administering the reserve and the special account referred to in Section B of this clause, shall be borne by Regional Councils which may at their discretion invest any of the funds on hand with an approved bank and/or building society and any interest accruing from such investment shall be retained by such Regional Councils to defray the costs of administration of the reserve and of the said special account.

CLAUSE 8.—PAYMENT FOR PUBLIC HOLIDAYS.

(1) Where Good Friday, Ascension Day, Day of the Covenant, Christmas Day or New Year's Day fall within an employee's ordinary working week and the employee does not work on such day, his employer shall pay him in respect thereof, remuneration at a rate not less than he normally receives for his ordinary working hours for that day of the week.

Where any of these holidays fall on a Sunday, the following Monday shall for purposes of this clause be deemed to be that particular holiday.

(2) Whenever any employee, other than a watchman, works on any of the days enumerated in sub-clause (1) his employer shall, in addition to the remuneration payable in terms of the said sub-clause pay him—

(a) at a rate not less than his hourly wage for each hour or part of an hour so worked up to the duration of his normal shift;

(b) double his hourly wage for each hour or part of an hour worked in excess of his normal shift on such day.

(3) Whenever one of the statutory public holidays referred to in sub-clause (1) falls on a non-working day, other than a Sunday, an employee other than a watchman who works on such statutory public holiday shall be remunerated at the rates prescribed in sub-clause (3) of clause 14 of this chapter.

(4) Where a two-thirds majority of the employees in an establishment request leave in respect of any statutory public holiday other than those referred to in sub-clause (1) of this clause, the employer shall be entitled to close his establishment on such holiday and no employee shall be entitled to payment therefor.

(5) Where an employer in circumstances other than those referred to in sub-clause (4) of this clause, closes his establishment on any statutory public holiday not referred to in sub-clause (1) of this clause, he shall pay all his employees not less than the remuneration they would have received if they had worked their ordinary hours on that day of the week.

CLAUSE 9.—SUPPLY OF OVERALLS AND OVERALL ALLOWANCE.

Registered manufacturing establishments in all regions shall supply free of charge to each journeyman and apprentice employed a minimum of three first grade boilermaker's overalls or washing coats per year, on the basis of two overalls at the commencement of the first period of six months and one at the commencement of the second period of six months. The used overalls shall remain the property of the employee when a new issue is made.

CLAUSE 10.—PIECE-WORK.

(1) Piece-work may not be given out or performed unless the consent of the Regional Council concerned is obtained.

(2) An employee who performs piece-work shall receive not less than the full amount earned by him under the piece-work rates agreed to between himself and his employer, provided however, that no employee shall be paid less than the prescribed amount which he would have earned if he had been employed on the time-work basis for the period taken to perform the work concerned.

(3) Apprentices shall not be employed on piece-work.

CLAUSE 11.—WAGES.

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in the following wage Schedule:—

(NOTE.—In the case of monthly paid employees, the minimum wage shall be four and one-third times the amount reflected in this Schedule.)

(3) Ingeval die Raad ontbind word, moet alle geld in die krediet van die reserwe te ntyde van sodanige ontbinding geag word deel van die Raad se kontantbates uit te maak en moet daarvoor dienooreenkomstig gehandel word.

(4) Behoudens die bepalings van subklousule (3) van hierdie afdeling, moet die reserwe, ingeval hierdie Ooreenkoms verstryk weens verloop van tyd of om 'n ander rede beëindig word, nog steeds ooreenkomstig die bepalings van subklousule (2) van hierdie afdeling geadministreer word; met dien verstande dat, as 'n ander ooreenkoms vir die Nywerheid nie binne 'n tydperk van 2 jaar vanaf sodanige verstryking of beëindiging aangegaan word nie, alle geld wat in die krediet van die reserwe staan, aan die Raad verbeur word.

(5) Die koste verbonde aan die administrasie van die reserwe en die spesiale rekening bedoel in Afdeling B van hierdie klousule, moet deur streekraade gedra word wat na goedvinde enige deel van die fondse wat voorhande is, by 'n goedgekeurde bank en/of bouvereniging kan belê, en alle rente wat uit sodanige belegging verkry word, word deur sodanige streekraade gehou ten einde die administrasiekoste van die reserwe en genoemde spesiale rekening te bestry.

KLOUSULE 8.—BETALING VIR WERK OP OPENBARE VAKANSIEDAE.

(1) Wanneer Goeie Vrydag, Hemelvaartdag, Geloftedag, Kersdag of Nuwejaarsdag binne 'n werknemer se gewone werkweek val en die werknemer nie op sodanige dag werk nie, moet sy werkgever hom ten opsigte daarvan besoldiging betaal minstens gelyk aan dié wat hy normaalweg vir sy gewone werkeure op daardie dag van die week ontvang. Wanneer enigeen van hierdie vakansiedae op 'n Sondag val, word die daaropvolgende Maandag vir die toepassing van hierdie klousule geag daardie bepaalde vakansiedag te wees.

(2) Wanneer 'n werknemer, uitgesonderd 'n wag, op enigeen van die dae werk wat in subklousule (1) genoem word, moet sy werkgever hom, benewens die besoldiging wat ingevolge genoemde subklousule betaalbaar is, betaal—

(a) teen minstens sy uurloon vir elke uur of deel van 'n uur aldus gewerk, tot die duur van sy gewone skof;

(b) teen dubbel sy uurloon vir elke uur of deel van 'n uur wat hy langer as sy gewone skof op sodanige dag gewerk het.

(3) Wanneer enigeen van die wetteregtelike openbare vakansiedae wat in subklousule (1) bedoel word, op 'n ander dag as 'n werkdag val, uitgesonderd 'n Sondag, moet 'n werknemer, uitgesonderd 'n wag, wat op sodanige wetteregtelike openbare vakansiedag werk, besoldig word teen die loon wat in subklousule (3) van klousule 14 van hierdie Hoofstuk opgenoem word.

(4) Wanneer 'n tweederdes-meerderheid van die werknemers in 'n bedryfsinrigting verlof vra ten opsigte van enige wetlike openbare vakansiedag, uitgesonderd dié bedoel in subklousule (1) van hierdie klousule, is die werkgever daarop geregtig om sy bedryfsinrigting op sodanige vakansiedag te sluit en is geen werknemer geregtig op betaling daarvoor nie.

(5) Wanneer 'n werkgever in ander omstandighede as dié bedoel in subklousule (3) van hierdie klousule, sy bedryfsinrigting op enige wetlike openbare vakansiedag sluit wat nie in subklousule (1) van hierdie klousule bedoel word nie, moet hy aan al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het indien hulle hul gewone ure op daardie dag van die week gewerk het.

KLOUSULE 9.—VERSKAFFING VAN OORPAKKE EN OORPAKTOELAES.

Geregistreerde vervaardigingsinrigtings in alle streke moet aan elke vakman en vakleerling wat in diens is, gratis 'n minimum van 3 eerstegraadse ketelmakersoorpake of wasbare jasse per jaar verskaf op die grondslag van 2 oorpake aan die begin van die eerste tydperk van 6 maande en 1 aan die begin van elke tweede tydperk van 6 maande. Die gebruikte oorpake bly die eiendom van die werknemer wanneer 'n nuwe uitreiking gedoen word.

KLOUSULE 10.—STUKWERK.

(1) Stukwerk mag nie uitbestee of verrig word nie, tensy die toestemming van die betrokke Streekraad verkry word.

(2) 'n Werknemer wat stukwerk verrig, moet minstens die volle bedrag ontvang wat hy kragtens die stukwerk tariewe verdien het waaroor daar tussen hom en sy werkgever ooreengekom is, met dien verstande egter dat geen werknemer minder as die voorgeskrewe bedrag betaal mag word wat hy sou verdien het as hy op die tydperk basis in diens was vir die tydperk geneem om die betrokke werk te verrig nie.

(3) Vakleerlinge mag nie op stukwerk in diens wees nie.

KLOUSULE 11.—LOON.

(1) Die minimum loon wat 'n werkgever aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, word in onderstaande loonbylae aangedui:—

(OPMERKING.—In die geval van maandelikse besoldigde werknemers, is die minimum loon 4½ maal die bedrag in hierdie bylae genoem.)

SCHEDULE.

	Wage per Week. (All Regions.) R c
Char	6 00
Chopper out—	
During first three months of experience	9 91
During next nine months of experience	10 87
Thereafter	11 45
Cutter—	
During the first eighteen months of experience	8 98
During the second eighteen months of experience	17 18
Thereafter	30 01
Female labourer—	
During the first six months of experience	4 90
During the second six months of experience	5 69
During the third six months of experience	6 79
During the fourth six months of experience	7 70
Thereafter	7 83
Journeyman	35 11
Labourer	8 74
Machine-setter, qualified	34 50
Machine-setter, unqualified—	
During the first six months of experience	9 66
During the second six months of experience	11 50
During the second year of experience	13 00
During the third year of experience	18 40
Operative Grade 1—	
During first 3 months of experience	9 20
Thereafter	9 66
Operative Grade 2—	
During first 6 months of experience	9 66
Thereafter	10 12
Operative Grade 3—	
During first 9 months of experience	10 58
Thereafter	11 50
Operative Grade 4—	
During the first month of experience	11 50
Thereafter	13 34
Operative Supervisor	13 42
Pattern cutter maker—	
During the first three months of experience	15 34
Thereafter	18 35
Seaming machinist—	
During the first three months of experience	8 98
During the second three months of experience	9 31
During the third three months of experience	9 91
Thereafter	10 87
Watchmen	9 66

(2) (a) The wages prescribed in this clause for all classes of employees include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time, provided that in the case of journeymen and qualified machine-setters—

- where the index is in excess of 111.5 such wages shall for each .232 points of such excess be increased by the employer by not less than 6 cents per week;
- where the index number is less than 111.5, but not less than 72.4 the employer shall pay not less than such wage;
- where the index number is less than 72.4 the employer may for each complete .232 points below 72.4 reduce such wages by not more than 6 cents per week, provided however, that such wages shall not at any time be reduced below R17.

(b) Any adjustment necessary in terms of paragraph (a) hereof shall be made with effect from the second month after that to which the index number relates and as from the day after the pay-day nearest to the 16th of that month.

(c) "Index Number" shall mean the weighted average index relating to all items for the nine principal urban areas in the Republic of South Africa as assessed by the Director of Statistics on October, 1958, basis of 100 points, and published in the *Government Gazette*.

CLAUSE 12.—DIFFERENTIAL RATES OF WAGES AND UNAUTHORISED EMPLOYMENT.

(1) Subject to the provisions of sub-clause (2) an employer who requires or permits an employee during any day to perform for longer than one hour in the aggregate, work usually performed by another class or classes of employee for which wages are prescribed in this Chapter in excess of that which such former employee ordinarily receives, shall pay such employee wages for the whole of such day and in respect of any overtime worked on such day, at the higher or highest rate prescribed for such class or classes of employee.

BYLAE

	Loon per week. (Alle Gebiede.) R c
Skoonmaakster	6 00
Uitsnyer—	
Gedurende eerste 3 maande ondervinding	9 91
Gedurende volgende 9 maande ondervinding	10 87
Daarna	11 45
Snyer—	
Gedurende die 1ste 18 maande ondervinding	8 98
Gedurende die 2de 18 maande ondervinding	17 18
Daarna	30 01
Vroulike arbeider—	
Gedurende die 1ste 6 maande ondervinding	4 90
Gedurende die 2de 6 maande ondervinding	5 69
Gedurende die 3de 6 maande ondervinding	6 79
Gedurende die 4de 6 maande ondervinding	7 70
Daarna	7 83
Vakman	35 11
Arbeider	8 74
Masjiensteller, gekwalifiseer	34 50
Masjiensteller, ongekwalifiseer—	
Gedurende 1ste 6 maande ondervinding	9 66
Gedurende 2de 6 maande ondervinding	11 50
Gedurende 3de jaar ondervinding	13 00
Gedurende 4de jaar ondervinding	18 40
Werkman, graad 1—	
Gedurende 1ste 3 maande ondervinding	9 20
Daarna	9 66
Werkman, graad 2—	
Gedurende 1ste 6 maande ondervinding	9 66
Daarna	10 12
Werkman, graad 3—	
Gedurende 1ste 9 maande ondervinding	10 58
Daarna	11 50
Werkman, graad 4—	
Gedurende 1ste maand ondervinding	11 50
Daarna	13 34
Werkman-opsigter	13 42
Patroonsnyermaker—	
Gedurende eerste 3 maande ondervinding	15 34
Daarna	18 35
Stikker-masjinis—	
Gedurende 1ste 3 maande ondervinding	8 98
Gedurende 2de 3 maande ondervinding	9 31
Gedurende 3de 3 maande ondervinding	9 91
Daarna	10 87
Wag	9 66

(2) (a) Die lone wat in hierdie klousule vir alle klasse werknemers voorgeskryf word, sluit in enige lewenskostoelae wat betaalbaar is ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, met dien verstande dat in die geval van vakmante en gekwalifiseerde masjienstellers—

- waar die indeks hoër as 111.5 is, sodanige lone vir elke .232 punte wat dit hoër is, deur die werkgewer met minstens 6 sent per week verhoog moet word;
- waar die indeks minder as 111.5 is, maar nie minder as 72.4 nie, die werkgewer minstens sodanige loon moet betaal;
- waar die indeks minder as 72.4 is, die werkgewer vir elke volle .232 punte onder 72.4 sodanige loon met hoogstens 6 sent per week kan verminder; met dien verstande egter dat sodanige lone te gener tyd minder as R17 verminder mag word nie.

(b) Enige aanpassing wat nodig is kragtens paragraaf (a) hiervan moet gedoen word met ingang van die tweede maand na dié waarop die indeks betrekking het en vanaf die dag ná die betaaldag naaste aan die 16de van daardie maand.

(c) "Indekssyfer" beteken die beswaarde gemiddelde indeks betreffende alle items vir die 9 vernaamste stedelike gebiede in die Republiek van Suid-Afrika soos deur die Direkteur van Statistiek op die Oktober 1958-grondslag van 100 punte bepaal en in die *Staatskoerant* gepubliseer.

KLOUSULE 12.—DIFFERENSIËLE LOONSKALE EN ONGEMAGTIGDE INDIENSNEMING.

(1) Behoudens die bepalings van subklousule (2) moet 'n werkgewer wat van 'n werknemer vereis of hom toelaat om gedurende enige dag langer as 1 uur altesaam werk te verrig wat gewoonlik deur 'n ander klas of klasse werknemer verrig word vir wie lone in hierdie Hoofstuk voorgeskryf word en wat meer is as dié wat sodanige eersgenoemde werknemer gewoonlik ontvang, sodanige werknemer 'n loon vir die hele dag en ten opsigte van enige oortyd op sodanige dag gewerk, betaal teen die hoër of hoogste skaal wat vir sodanige ander klas of klasse werknemer voorgeskryf word.

(2) (a) Subject to the provisions of paragraph (b)—

- (i) no employer shall employ any person other than a journeyman, apprentice or trainee under the Training of Artisans Act, 1951, on journeyman's work;
- (ii) no employee shall instruct or permit any employee (working under his supervision) other than a journeyman, apprentice or trainee under the Training of Artisans Act, 1951, to perform journeyman's work.

(b) The provisions of this sub-clause shall not—

- (i) be deemed to prohibit the employment of other classes of employees at the wages prescribed for such classes, on the operations and in the circumstances specified in the definitions of such classes;
- (ii) apply in respect of an immigrant during the first three months of employment in the industry.

(3) No employer shall employ any person other than a journeyman, apprentice, a qualified or unqualified machine-setter, or a trainee under the Training of Artisans Act, 1951, on the setting and adjusting of machines and/or machine tools.

CLAUSE 13.—ORDINARY HOURS OF WORK.

(1) The ordinary hours of work of an employee shall not exceed forty-six, excluding meal breaks, in any one week and nine and one-quarter, excluding meal breaks, on any one day.

(2) No employer shall require or permit any employee—

(a) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, provided that for purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous;

(b) who is a female, to work between 6 p.m. and 6 a.m.;

(c) subject to the provisions of clause 15 of this Chapter to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays or Fridays.

(3) It shall be permissible for an employer to arrange different starting and finishing times on any day in respect of different workshop employees, provided that the period between such starting or finishing times on any one day shall not in the aggregate exceed intervals of more than forty-five minutes in any one establishment.

(4) All employees shall be entitled to and granted a rest interval of ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating the remuneration be reckoned as part of the ordinary working hours.

(5) Subject to the provisions of clauses 4 (5) (a) and 16 of this Chapter, whenever any employee, other than a journeyman, or a machine-setter, works for less than forty-six hours in any week due to—

- (a) the usual working hours of the establishment being less than forty-six;
- (b) the employer being unable to regulate the shifts of such employee or forty-six hours;

such employee's week shall be deemed to be forty-six hours.

(6) An employee who is arrested or detained by the Police for any offence or suspected offence shall, for the period during which he is under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission for the purpose of this clause.

CLAUSE 14.—PROVISIONS RELATING TO OVERTIME, PAYMENT FOR OVERTIME AND SUNDAYS.

(1) For the purpose of this clause "overtime" means all time worked other than on Sundays in excess of the number of ordinary hours of work prescribed in sub-clause (1) of clause 13.

(2) Notwithstanding the provisions of sub-clause (1) of clause 13, an employer may require or permit an employee to work overtime for a total period not exceeding ten hours in any one week; provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after the completion of her ordinary working hours for more than one hour on any day unless he has—
 - (i) given notice thereof to such employee before midday; or
 - (ii) provided such employee with an adequate meal before she has to commence overtime or
 - (iii) paid such employee a minimum allowance of 35 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(2) (a) Behoudens die bepalinge van paragraaf (b)—

- (i) mag geen werkgewer enigiemand, uitgesonderd 'n vakman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir vakmanswerk in diens neem nie;
- (ii) mag geen werknemer enige werknemer (wat onder sy toesig werk), uitgesonderd 'n vakman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, gelas of toelaat om vakmanswerk te verrig nie

(b) Die bepalinge van hierdie subklousule—

- (i) word nie geag die indiensneming te verbied van ander klasse werknemers teen die lone vir sodanige klasse voorgeskryf, vir die werksaamhede en in die omstandighede wat in die woordomskrifings van sodanige klasse bepaal word nie;
- (ii) is nie van toepassing nie op 'n immigrant gedurende die eerste drie maande diens in die Nywerheid nie.

(3) Geen werkgewer mag enigiemand anders as 'n vakman, vakleerling, 'n gekwalifiseerde of ongekwalifiseerde masjiensteller, of 'n kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, in diens neem vir die stel en verstel van masjiene en/of masjiengereedskap nie.

KLOUSULE 13.—GEWONE WERKURE.

(1) Die gewone werkure van 'n werknemer mag nie meer as 46, uitgesonderd etenspouses, in enige enkele week wees nie, en 9½, uitgesonderd etenspouses, op enige bepaalde dag nie.

(2) Geen werkgewer mag van 'n werknemer—

(a) vereis of hom toelaat om vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke pouse van minstens 1 uur te werk nie, met dien verstande dat vir die toepassing van hierdie paragraaf tydperke van werk wat deur pouses van minder as 1 uur onderbreek word, aaneenlopend geag moet word;

(b) wat 'n vrou is, vereis of toelaat om tussen 6 nm. en 6 vm. te werk nie;

(c) vereis of hom toelaat om sy gewone weeklikse ure op enige ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae te werk nie.

(3) 'n Werkgewer word toegelaat om verskillende begin- en ophoutye op enige dag ten opsigte van verskillende werkwinkelwerknemers te reël, met dien verstande dat die tydperk tussen sodanige begin- of ophoutye op enige enkele dag nie pouses van meer as 45 minute altesaam in enige bedryfsinrigting mag oorskry nie.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word in, of so naby as prakties moontlik, die middel van elke oggend- en namiddagskof en sodanige pouse moet, ten einde die besoldiging te bereken, as deel van die gewone werkure bereken word.

(5) Behoudens die bepalinge van klousules 4 (5) (a) en 16 van hierdie Hoofstuk, wanneer enige werkmangraad werknemer, uitgesonderd 'n vakman of 'n masjiensteller, minder as 46 uur in 'n week werk omdat—

- (a) die gewone werkure van die bedryfsinrigting minder as 46 is;
- (b) die werkgewer nie in staat is om die skofte van sodanige werknemer by 46 uur in te pas nie;

moet sodanige werknemer se week geag word uit 46 uur te bestaan.

(6) 'n Werknemer wat in hegtenis geneem of deur die Polisie aangehou word vir enige misdryf of vermoedelike misdryf moet, vir die tydperk waarin hy in hegtenis is of aldus aangehou word en nie in staat is om met sy werk voort te gaan nie, vir die toepassing van hierdie klousule geag word sonder toestemming afwesig te wees.

KLOUSULE 14.—BEPALINGS BETREFFENDE OORTYD, BETALING VIR OORTYD EN SONDAE.

(1) Vir die toepassing van hierdie klousule beteken "oortyd" alle tyd gewerk uitgesonderd op Sondae, wat meer is as die getal gewone werkure wat in subklousule (1) van klousule 13 voorgeskryf word.

(2) Ondanks die bepalinge van subklousule (1) van klousule 13 kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk van hoogstens 10 uur in enige bepaalde week; met dien verstande dat geen werkgewer 'n vroulike werknemer mag verplig of toelaat om soos volg te werk nie—

- (a) langer as 2 uur op 'n dag;
- (b) op meer as 3 opeenvolgende dae;
- (c) op meer as 60 dae in 'n jaar;
- (d) ná voltooiing van haar gewone werkure vir meer as 1 uur op 'n dag, tensy hy—
 - (i) dié werknemer vóór middag kennis daarvan gegee het, of
 - (ii) sodanige werknemer van 'n voldoende maal voorsien het voordat sy met oortyd moet begin; of
 - (iii) die werknemer 'n minimum toelae van 50 sent betyds betaal het om haar in staat te stel om 'n maal te verkry voordat die oortyd moet begin.

(3) The minimum rates at which employees shall be remunerated for overtime are as follows:—

(a) In the case of a journeyman, for each 15 minutes' overtime or part thereof worked—

(i) between his normal finishing time and midnight on any day and during one hour before his normal starting time on any day: 35c;

(ii) between midnight and one hour before his normal starting time on any day: 40c.

(b) In the case of an employee other than a journeyman, one and one-third times his ordinary rate of remuneration.

(4) Subject to the provisions of sub-clause (3) of clause 15, whenever an employee works on a Sunday, his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate of not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(5) The provisions of sub-clauses (1), (2), (3) and (4) of clause 13 of this Chapter and sub-clause (2) of this clause shall not apply to any male employee while employed on work which, owing to unforeseen circumstances such as fire, storm, accident, epidemic, act of violence, theft or a breakdown of plant or machinery, must be done without delay or on any work in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

(6) The provisions of sub-clause (1), paragraphs (a) and (c) of sub-clause (2), and sub-clause (3) of clause 13 of this Chapter and sub-clauses (1) to (4) of this clause shall not apply to managers and foremen who receive a wage of not less than R50 per week.

CLAUSE 15.—SHIFT WORK.

The following provisions shall apply to shift work:—

(1) No normal shift shall exceed nine and one-quarter hours.

(2) Not less than eight hours shall elapse between successive shifts of any employee.

(3) (a) Where an employee is employed between the hours of 7 p.m. and 7 a.m., his employer shall pay him his ordinary rate of remuneration, plus ten per cent thereof.

(b) Where an employee's ordinary shift or part of it is worked on a Sunday, the employee concerned shall be remunerated for such shift as follows:—

(i) If the major portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a Sunday and the employee shall be paid for it in terms of sub-clause 14 (4).

(ii) If the lesser portion of such shift is worked on a Sunday, the entire shift shall be deemed to have been worked on a week day, and the employee shall, subject to paragraph (a) preceding, be remunerated in terms of such shift at his ordinary rate of remuneration.

(4) Time worked by employees after the completion of their normal shift, shall be regarded as overtime and be paid for in accordance with the rates prescribed in clause 14 of this Chapter.

CLAUSE 16.—SHORT-TIME.

(1) Subject to the provisions of sub-clause (2), an employer may reduce the ordinary hours of work of an employee on account of short-time and in that event make a deduction from the employee's earnings proportionate to the period not worked; provided that—

(a) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of material, unless the employer has given his employee notice not later than the immediately preceding day of his intention to reduce the ordinary hours of work;

(3) Die minimum tariewe waarteen werknemers vir oortyd besoldig moet word, is soos volg:—

(a) In die geval van 'n vakman, vir elke 15 minute oortyd of gedeelte daarvan gewerk—

(i) tussen sy gewone ophoutyd en middernag op enige dag en gedurende één uur vóór sy normale begintyd op enige dag: 35 sent;

(ii) tussen middernag en één uur vóór sy normale begintyd op enige dag: 40 sent.

(b) In die geval van 'n ander werknemer as 'n vakman, 1½ maal sy gewone skaal van besoldiging.

(4) Behoudens die bepalings van subklousule (3) van klousule 15, wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer of—

(a) dié werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens 4 uur werk, minstens die gewone besoldiging betaal wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, of

(ii) as hy aldus vir 'n tydperk van meer as 4 uur werk, besoldiging teen 'n skaal van minstens 2 maal sy gewone skaal van besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk, of besoldiging wat minstens 2 maal die gewone besoldiging is wat betaalbaar is ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag; of

(b) die werknemer besoldiging betaal teen 'n skaal van minstens 1½ maal gewone skaal van besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne 7 dae van sodanige Sondag 1 dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(5) Die bepalings van subklousules (1), (2), (3) en (4) van klousule 13 van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie van toepassing op 'n manlike werknemer terwyl hy werk verrig wat, weens onvoorsiene omstandighede soos brande, storms, ongelukke, epidemies, gewelddade, diefstal of 'n onklaar-raking van installasie of masjinerie, sonder versuim verrig moet word, of enige werk in verband met die opknapping of herstel van installasies of masjinerie wat nie gedurende gewone werk-ure verrig kan word nie.

(6) Die bepalings van subklousule (1), paragrafe (a) en (c) van subklousule (2) en subklousule (3) van klousule 13 van hierdie Hoofstuk en subklousules (1) tot (4) van hierdie klousule is nie van toepassing op bestuurders en voormanne wat 'n loon van minstens R50 per week ontvang nie.

KLOUSULE 15.—SKOFWERK.

Onderstaande bepalings is van toepassing op skofwerk:—

(1) Geen gewone skof mag langer as 9¼ uur duur nie.

(2) Minstens 8 uur moet verloop tussen opeenvolgende skofte van 'n werknemer.

(3) (a) Wanneer 'n werknemer tussen die ure 7 nm. en 7 vm. werk, moet sy werkgever hom sy gewone besoldiging betaal, plus 10 persent daarvan.

(b) Wanneer 'n werknemer sy gewone skof of deel daarvan op Sondag werk, moet die betrokke werknemer vir sodanige skof soos volg besoldig word:—

(i) As die grootste gedeelte van sodanige skof op 'n Sondag gewerk word, moet die hele skof geag word op 'n Sondag gewerk te wees en die werknemer moet daarvoor kragtens subklousule 14 (4) besoldig word.

(ii) As die kleinste gedeelte van die skof op 'n Sondag gewerk word, moet die hele skof geag word op 'n weekdag gewerk te wees, en die werknemer moet, behoudens voorgaande paragraaf (a), vir sodanige skof teen sy gewone loonskaal besoldig word.

(4) Tyd deur werknemers gewerk ná die voltooiing van hul gewone skof, moet as oortyd geag word en daarvoor moet betaal word ooreenkomstig die skale voorgeskryf in klousule 14 van hierdie Hoofstuk.

KLOUSULE 16.—KORTTYD.

(1) Behoudens die bepalings van subklousule (2) mag 'n werk-gewer die gewone werkure van 'n werknemer weens korttyd verminder en in dié geval kan hy 'n aftrekking doen van die werknemer se verdienste eweredig aan die tydperk wat nie gewerk is nie; met dien verstande—

(a) dat geen aftrekking gemaak mag word in die geval van korttyd wat ontstaan weens bedryfslapte of tekort aan materiaal nie, tensy die werkgever sy werknemer daarvan in kennis gestel het, op of voor die dag wat onmiddellik voorafgegaan het, van sy voorneme om die gewone werk-ure te verminder;

- (b) no deduction shall be made in the case of short-time owing to a power failure or a general breakdown of plant or machinery, in respect of the first hour not worked, unless the employer has given his employee notice not later than on the immediately preceding day that no work will be available;
 - (c) where the employee is expressly required by the employer to report at the establishment on any particular day for the purpose of ascertaining whether work will be available, he shall, if no work or work of less than four hours' duration is available, be deemed to have worked not less than four hours on such day.
- (2) The provisions of this clause shall not apply in respect of—
- (a) an apprentice except with the approval of the Registrar of Apprenticeship;
 - (b) any statutory public holiday.

CLAUSE 17.—SPECIAL PROVISIONS RELATING TO WATCHMEN.

(1) The following provisions shall, notwithstanding anything to the contrary in this Agreement contained, apply to watchmen:—

- (a) The normal hours of such employees shall not exceed twelve hours per shift and eighty-four hours per week.
- (b) The provisions of sub-clause (2) of clause 8, and clauses 13, 14 and 15 of this Chapter shall not apply to such employees.
- (c) Any time worked in excess of twelve hours per shift shall be remunerated at the rate of one-thirtieth of his weekly wage for each additional hour's work.
- (d) After working seven consecutive shifts any such employee shall be entitled to one free shift on full pay as if he had worked his average ordinary working hours for that shift of the week; provided that if such employee does not avail himself of this right he shall instead be paid one-seventh of his normal weekly wage in addition to his ordinary remuneration.
- (e) Whenever a watchman works on any of the days enumerated in sub-clause (1) of clause 8 of this Chapter, his employer shall in addition to the remuneration payable in terms of sub-clause (1) of that clause, and subject to the provisions of paragraph (c), pay him remuneration at a rate not less than one eighty-fourth of his weekly wage for each hour or part of an hour so worked.

- (2) Every employer shall provide every watchman with—
- (a) a suitable stick or knopkierie as a means of self-defence;
 - (b) a police whistle;
 - (c) facilities for keeping warm.

CLAUSE 18.—TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) An employer or his employee for whom wages are prescribed in clause 11 of this Chapter, who desires to terminate the contract of employment, shall give not less than one shift's notice of termination of contract, or an employer or such employee may terminate the contract without notice by paying or forfeiting to the employee/er, as the case may be, in lieu of such notice an amount equal to that which the employee is earning on a work day at the time of such termination.

Provided that this sub-clause shall not affect—

- (a) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;
- (b) an written Agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;
- (c) the operation of any forfeiture or penalties which by law may be applicable in respect of an employee who deserts; provided further—

that where the earnings of an employee at the date of termination have been reduced by deductions in respect of short-time, the expression "is earning on a work day at the time of such termination" shall be deemed to mean "would have received at the time of such termination if no deductions had been made in respect of short-time".

(2) Where there is an agreement in terms of the second proviso to sub-clause (1) the payment of forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in sub-clause (1) may be given on any work day and shall take effect from the day on which it is given, provided that—

- (a) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 7 of this Chapter or any period of military training;
- (b) notice shall not be given during an employee's absence on sick leave granted in terms of clause 42 of Chapter I of this Agreement.

(b) dat geen aftrekking gedoen mag word nie in die geval van korttyd weens 'n kragonderbreking of 'n algemene onklaar-making van installasie of masjinerie ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer sy werknemer kennis daarvan gegee het, op of voor die dag wat onmiddellik voorafgegaan het, dat geen werk beskikbaar sal wees nie;

(c) dat indien van die werknemer uitdruklik deur die werkgewer vereis word om hom by die bedryfsinrigting op 'n bepaalde dag aan te meld vir die doel om vas te stel of werk beskikbaar sal wees, hy, as daar geen werk beskikbaar is nie of werk wat minder as 4 uur duur, geag moet word minstens 4 uur op dié dag te gewerk het.

(2) Die bepalings van hierdie klousule is nie van toepassing nie ten opsigte van—

- (a) 'n vakleerling, uitgesonderd met die toestemming van die Registrateur van Vakleerlinge;
- (b) enige wetteregtelike openbare vakansiedag.

KLousULE 17.—SPESIALE BEPALINGS BETREFFENDE WAGTE.

(1) Onderstaande bepalings is, ondanks andersluidende bepalings in hierdie Ooreenkoms, van toepassing op wagte:—

- (a) Die gewone werkure van sodanige werknemers is hoogstens 12 uur per skof en 84 uur per week.
- (b) Die bepalings van subklousule (2) van klousule 8, en klousules 13, 14 en 15 van hierdie Hoofstuk is nie op sodanige werknemers van toepassing nie.
- (c) Vir alle tyd wat daar langer as 12 uur per skof gewerk word, moet 'n besoldiging betaal word van 1/30 van sy weekloon vir elke bykomende uur se werk.
- (d) Nadat so 'n werknemer 7 opeenvolgende skofte gewerk het, is hy op 1 vry skof met volle besoldiging geregtig asof hy sy gewone gemiddelde werkure vir daardie skof van die week gewerk het; met dien verstande dat as sodanige werknemer nie van hierdie reg gebruik maak nie, hy in plaas daarvan 1/7 van sy gewone weeklikse besoldiging, benewens sy gewone besoldiging, betaal moet word.
- (e) Wanneer 'n wag op enigen van die dae opgenoem in subklousule (1) van klousule 8 van hierdie Hoofstuk werk, moet sy werkgewer hom, benewens die besoldiging wat ingevolge die bepalings van subklousule (1) van daardie klousule betaalbaar is, en behoudens die bepalings van paragraaf (c), besoldiging betaal teen 'n skaal van minstens 1/84 van sy weekloon vir elke uur of deel van 'n uur aldus gewerk.

(2) Elke werkgewer moet elke wag voorsien van—

- (a) 'n geskikte stok of knopkierie vir selfverdediging;
- (b) 'n polisiefluitjie;
- (c) geriewe om warm te bly.

KLousULE 18.—BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer vir wie 'n loon in klousule 11 van hierdie Hoofstuk voorgeskryf word, wat die dienskontrak wil beëindig, moet minstens 1 skof se kennis van beëindiging van dienskontrak gee, of 'n werkgewer of sodanige werknemer mag die kontrak sonder kennisgewing beëindig deur aan die werknemer/werkgewer te betaal of te verbeur, na gelang van die geval, in plaas van sodanige kennisgewing, 'n bedrag gelyk aan dié wat die werknemer verdien op 'n werkdag ten tyde van sodanige beëindiging.

Met dien verstande dat hierdie subklousule nie inbreuk op die volgende maak nie:—

- (a) Die reg van 'n werkgewer of 'n werknemer om die kontrak sonder kennisgewing om enige rede wat regtens genoegsaam geag word, te beëindig;
- (b) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as dié wat in hierdie klousule voorgeskryf word;
- (c) die werking van enige verbeuring of boetes wat regtens van toepassing mag wees op 'n werknemer wat dros;

Met dien verstande verder dat indien 'n werknemer se verdienste op dié datum van beëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking „verdien op 'n werkdag ten tyde van sodanige beëindiging” geag moet word te beteken „sou ontvang het ten tyde van sodanige beëindiging indien geen aftrekkings ten opsigte van korttyd gemaak was nie”.

(2) Waar daar 'n ooreenkoms bestaan kragtens die tweede voorbehoud van subklousule (1), moet die betaling of verbeuring in plaas van kennisgewing ooreenstem met die ooreengekome tydperk van kennisgewing.

(3) Die kennisgewing voorgeskryf in subklousule (1) mag op enige werkdag gegee word en is van krag vanaf die dag waarop dit gegee word; met dien verstande—

- (a) dat die tydperk van kennisgewing nie saam mag val met, en dat kennisgewing nie gegee mag word gedurende 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 7 van hierdie Hoofstuk of enige tydperk van militêre opleiding nie;
- (b) dat kennisgewing nie gegee mag word gedurende 'n werknemer se afwesigheid met siekteverlof toegestaan ingevolge klousule 42 van Hoofstuk I van hierdie Ooreenkoms nie.

(4) Notwithstanding anything to the contrary contained in this Agreement, should any money owing by the employer to the employee by way of wages be insufficient to meet the full amount of the forfeiture referred to in sub-clauses (1) and (2) of this clause, the employer shall be entitled to recover such amount from other benefits (if any) accruing to such employee at the time of his desertion.

CHAPTER IV.

AUTOMOTIVE ENGINEERING ESTABLISHMENTS.

CLAUSE 1.—SCOPE OF APPLICATION.

(1) (a) The provisions of this Chapter, and the clauses of Chapter I which are listed in the Schedule to this sub-clause shall, save where otherwise provided in this clause, apply to automotive engineering establishments registered as such by the Council:—

Schedule.

- Clause 1.—Date of Commencement and Period of Operation.
- Clause 3.—Definitions (subject to the provisions of clause 3 of this Chapter).
- Clause 4.—Exemptions.
- Clause 5.—Payment of Earnings.
- Clause 6.—Administration of Agreement.
- Clause 8.—Registration of Employers.
- Clause 9.—Exhibition of Agreement and Posting of Notices.
- Clause 10.—Time and Wages Register.
- Clause 11.—Expenses of the Council.
- Clause 14.—Section D—Contingency Reserve.
- Clause 15.—Payment for Public Holidays.
- Clause 16.—Presumptions.
- Clause 17.—Trading Hours.
- Clause 18.—Travelling Allowances.
- Clause 19.—Supply of Overalls.
- Clause 21.—Bicycle Allowance.
- Clause 22.—Supply of Tools.
- Clause 23.—Out-work.
- Clause 24.—Piece-work and Commission Work.
- Clause 25.—Schedule B & C Wages.
- Clause 26.—Differential Rates of Wages and Prohibited Employment.
- Clause 27.—Driving of Motor Vehicles.
- Clause 29.—Ordinary Hours of Work.
- Clause 30.—Provisions Relating to Overtime and Work on Sundays.
- Clause 32.—Short-time.
- Clause 33.—Special Provisions Relating to Watchmen.
- Clause 34.—Motor Industry Development Fund.
- Clause 35.—Letting and Sub-letting Premises.
- Clause 36.—Termination of Services.
- Clause 38.—Working Employers and Partners.
- Clause 39.—Employment of Persons under the Age of Fifteen Years.
- Clause 41.—Casual Labourers.
- Clause 42.—Sick Leave.
- Clause 43.—Prohibition of Cession of Benefits.

(b) The provisions of clauses 2 (Scope of Application), 7 (Agents), 12 (Subscriptions to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association, the Motor Industry Coloured Workers' Union and the S.A. Motor Industry Employers' Association), 13 (Trade Union Labour) and 40 (Employees' Representatives on the Council) of Chapter I of this Agreement shall apply to automotive engineering establishments registered as such by the Council.

(2) The provisions of those clauses of Chapter I which are not specified in sub-clause (1) of this clause, shall not apply to workshop employees in automotive engineering establishments registered as such by the Council.

(3) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I relating to body shop assistants, B/A journeymen, repair shop assistants and strippers shall not apply to automotive engineering establishments registered as such by the Council.

(4) Where the provisions of Chapters I and IV are in conflict, in all matters relating to workshop employees the provisions of Chapter IV shall obtain and have preference, and in all matters relating to office, stores, sales and clerical employees, the provisions of Chapter I shall obtain and have preference.

CLAUSE 2.—REGISTRATION OF ESTABLISHMENTS.

(1) Any employer engaged in automotive engineering as defined in clause 3 of Chapter I of this Agreement shall, if he wishes to employ any or all of the grades of labour referred to in clause 3 of this Chapter make application to be registered as an automotive engineering establishment to the Council through the Regional Council having jurisdiction in such form as the Council may prescribe.

(2) The Council may after considering such application in its discretion register the establishment concerned for such period and subject to such terms and conditions as it may determine and shall issue a certificate to that effect specifying *inter alia* the grades of labour which may be employed by that establishment.

(4) Ingeval die geld wat 'n werkgever aan 'n werknemer in die vorm van loon verskuldig is, onvoldoende is vir die volle bedrag van die verbeuring in subklousules (1) en (2) van hierdie klousule bedoel, is die werkgever, ondanks andersluidende bepalinge in hierdie Ooreenkoms, daarop geregtig om sodanige bedrag af te trek van ander voordele (as daar is) wat ten tyde van die dros van sodanige werknemer aan hom verskuldig is.

HOOFSTUK IV.

MOTORINGENIEURSIENRIGTINGS.

KLOUSULE 1.—TOEPASSINGSBESTEK.

(1) (a) Die bepalinge van hierdie Hoofstuk, en die klousules van Hoofstuk I wat in die lys in die Bylae van hierdie subklousule voorkom, is, behalwe waar daar anders in hierdie klousule bepaal word, van toepassing op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is.

Bylae.

- Klousule 1.—Datum van inwerkingtreding en geldigheidsduur.
- Klousule 3.—Woordomskriving (behoudens die bepalinge van klousule 3 van hierdie Hoofstuk).
- Klousule 4.—Vrystellings.
- Klousule 5.—Betaling van verdienste.
- Klousule 6.—Administrasie van Ooreenkoms.
- Klousule 8.—Registrasie van werkgewers.
- Klousule 9.—Vertoning van ooreenkoms en opplak van kennisgewings.
- Klousule 10.—Tyd- en loonregister.
- Klousule 11.—Uitgawes van die Raad.
- Klousule 14.—Afdeling D—Gebeurlikheidsreserwe.
- Klousule 15.—Betaling vir openbare vakansiedae.
- Klousule 16.—Veronderstellings.
- Klousule 17.—Besigheidsure.
- Klousule 18.—Reistoelaes.
- Klousule 19.—Verskaffing van oorpakke.
- Klousule 21.—Fietstoelae.
- Klousule 22.—Verskaffing van gereedskap.
- Klousule 23.—Buitewerk.
- Klousule 24.—Stukwerk en kommissiewerk.
- Klousule 25.—Bylaes B en C—lone.
- Klousule 26.—Differensiële lone en verbode indiensneming.
- Klousule 27.—Bestuur van motorvoertuie.
- Klousule 29.—Gewone werkure.
- Klousule 30.—Bepalings betreffende oortyd en werk op Sondae.
- Klousule 32.—Korttyd.
- Klousule 33.—Spesiale bepalinge betreffende wagte.
- Klousule 34.—Ontwikkelingsfonds vir die Motornywerheid.
- Klousule 35.—Verhuring en onderverhuring van persele.
- Klousule 36.—Diensbeëindiging.
- Klousule 38.—Werkende werkgewers en vennote.
- Klousule 39.—Indiensneming van persone onder die leeftyd van 15 jaar.
- Klousule 41.—Los arbeiders.
- Klousule 42.—Siekteverlof.
- Klousule 43.—Voordele mag nie gesedeer word nie.

(b) Die bepalinge van klousules 2 (Toepassingsbestek), 7 (Agente), 12 (Bydraes tot die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association, die Motor Industry Coloured Workers' Union en die S.A. Motor Industry Employers' Association), 13 (Vakverenigingsarbeid) en 40 (Verteenwoordigers van werknemers in die Raad) van Hoofstuk I van hierdie Ooreenkoms is van toepassing op Motoringenieursinrigtings wat as sodanig by die Raad geregistreer is.

(2) Die bepalinge van hierdie klousules van Hoofstuk I wat nie in subklousule (1) van hierdie klousule gespesifiseer word, is nie van toepassing nie op werkwinkelwerknemers in motoringenieursinrigtings wat as sodanig by die Raad geregistreer is.

(3) Ondanks andersluidende bepalinge in hierdie Ooreenkoms, is die bepalinge van Hoofstuk I betreffende bakwinkelassistent, B/A-vakmanne, herstelwinkelassistent en stropers nie van toepassing nie op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is.

(4) Waar die bepalinge van Hoofstuk I en IV strydig is, in alle sake betreffende werkwinkelwerknemers, is die bepalinge van Hoofstuk IV van toepassing en geniet voorkeur, en in alle sake betreffende kantoor-, pakhuis-, verkoops- en klerklike werknemers, is die bepalinge van Hoofstuk I van toepassing en geniet voorkeur.

KLOUSULE 2.—REGISTRASIE VAN BEDRIFSINRIGTINGS.

(1) Enige werkgever in die motoringenieursnywerheid soos in klousule 3 van Hoofstuk 1 van hierdie Ooreenkoms omskryf, moet, as hy enigeen van of al die grade werknemers wat in klousule 3 van Hoofstuk I van hierdie Ooreenkoms omskryf, by die Raad, deur tussenkoms van die Streekraad met regsbevoegdheid, in sodanige vorm as wat die Raad mag voorskryf, aansoek doen om as 'n motoringenieursinrigting geregistreer te word.

(2) Die Raad mag na oorweging van sodanige aansoek, na sy goedvinde die betrokke bedryfsinrigting registreer vir sodanige tydperk en behoudens sodanige bedinge as wat hy mag bepaal, en moet 'n sertifikaat met dié strekking uitreik waarin, onder andere, die grade werknemers gespesifiseer moet word wat deur daardie bedryfsinrigting in diens geneem mag word.

(3) The Council may at any time withdraw or vary the terms of a certificate issued under sub-clause (2) of this clause, and the employer shall when so required in writing return the certificate to the Council within 10 days after receipt of such written notification.

(4) An employer whose establishment is not registered as an automotive engineering establishment in terms of this clause, may not employ any of the grades of labour defined in clause 3 of this Chapter, and an employer who holds a registration certificate issued in terms of this Chapter shall at no time employ on automotive engineering activities any grades of labour other than those specified in such certificate.

CLAUSE 3.—DEFINITIONS.

(1) The undermentioned expressions shall for the purpose of this Chapter have the meanings assigned to them in clause 3 of Chapter I of this Agreement—

“Apprentice”; “Automotive engineering”; “Council”;
“Establishment”; “Journeyman”; “Journeyman’s work”;
“Juvenile”; “Office, Stores, Sales and Clerical employee”;
“Short-time”; “Wage”; “Week”; “Workshop employee”.

(2) “Engine stripper” means an employee engaged mainly or exclusively in dismantling motor vehicle engines and/or motor vehicle engine components and who may also carry out metal spraying and/or remounting of bearings.

(NOTE.—Except to the extent noted on the certificate of registration issued to an employer in terms of this Chapter, an engine stripper may not remove complete engines from chassis.)

(3) “Operative machinist, qualified,” means an employee in a registered automotive engineering establishment who is engaged and has been engaged for more than one year, mainly or exclusively on—

(a) setting and operating one or two, but not more than two of the following single purpose machines:—

Crankshaft grinder;
cylinder borer and honer,
conrod reconditioning machine;

and who may in the course of such setting and operating use precision measuring instruments commonly used on or with such machines;

(NOTE.—For the purpose of this definition separate boring and honing machines may be regarded as one single-purpose machine.)

(b) surface grinding cylinder heads and blocks, operating valve refacing machines, dressing valve seats, removing and replacing valve guides, fitting but not making valve seat inserts, reaming guides, fitting welsch plugs and helicoils, lapping or grinding valves, assembling cylinder heads other than camshafts and bearings on overhead camshaft engines.

(4) “Operative machinist, unqualified,” means an operative machinist who has had not more than one year’s experience.

CLAUSE 4.—ANNUAL LEAVE.

Definitions.

For the purpose of this clause—

(1) “leave cycle” shall mean the period during which an employee earns three weeks’ leave in terms of sub-clause (1) of Section A of this clause;

(2) the terms “employment” and “shift” shall be deemed to include—

(a) shifts which are of shorter duration than those permitted in terms of this Chapter because—

(i) the employee arrived late his place of work, but such lateness did not exceed half-an-hour; or
(ii) short-time was worked; or
(iii) such shorter shifts were worked with the permission of the employer.

(b) Shifts which the employee concerned normally would have worked but did not work because he was—

(i) absent on paid leave in terms of this Agreement;
(ii) required to undergo training in terms of the Defence Act, 1957 (Act No. 44), to the extent of a maximum period of four months per year;
(iii) absent from work on the instruction or at the request of his employer;
(iv) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding thirty days in any leave cycle;
(v) absent from work on any of the public holidays referred to in clause 15 of Chapter I:

Provided that an employee who, after the expiration of his annual leave, ends his employment by desertion, shall have no claim in respect of paragraph 2 (b) (i) above;

(3) Die Raad mag te eniger tyd die sertifikaat wat kragtens sub-klausule (2) van hierdie klausule uitgereik is, intrek of verander, en wanneer die werkgewer skriftelik opdrag kry om dit te doen, moet hy die sertifikaat aan die Raad terugstuur binne 10 dae nadat hy sodanige skriftelike opdrag ontvang het.

(4) Geen werkgewer wie se bedryfsinrigting nie as ’n motoringenieursinrigting kragtens hierdie klausule geregistreer is, mag enigeen van die grade werknemers wat in klausule 3 van hierdie Hoofstuk omskryf word, in diens neem nie, en ’n werkgewer wat in besit is van ’n registrasiesertifikaat uitgereik kragtens hierdie Hoofstuk, mag te gener tyd enigeen van die grade werknemers, uitgesonderd dié in sodanige sertifikaat gespesifiseer, vir motoringenieurswerk in diens neem nie.

KLOUSULE 3.—WOORDOMSKRYWING.

(1) Ondergenoemde uitdrukkings het, vir die toepassing van hierdie hoofstuk, die betekenis wat daaraan in klausule 3 van Hoofstuk I van hierdie Ooreenkoms toegeken is—

“Vakleerling”; “Motoringenieurswerk”; “Raad”; “Bedryfsinrigting”; “Vakman”; “Vakmanswerk”; “Jeugdige”; “Kantoor-, Pakhuis-, Verkoops- en Klerklike werknemer”; “Korttyd”; “Loon”; “Week”; “Werkwinkelwerknemer”;

(2) “Enjinstroper” beteken ’n werknemer hoofsaaklik of uitsluitlik in diens om motorvoertuigenjins en/of motorvoertuigenjinderdele te stroop en wat ook metaal mag bespuit en/of laers mag hermetalliseer.

(OPMERKING.—Behalwe in die mate aangedui op die registrasiesertifikaat wat aan ’n werkgewer kragtens hierdie Hoofstuk uitgereik is, mag ’n enjinstroper nie volledige enjins uit onderstelle verwyder nie.)

(3) “Gekwalifiseerde werkmansmasjins” beteken ’n werknemer in ’n geregistreerde motoringenieursinrigting wat hoofsaaklik of uitsluitlik in diens is en langer as een jaar in diens was vir die volgende werksaamhede:—

(a) Een of twee, maar hoogstens twee, van onderstaande eendoelmasjiene stel en bedien:—

Krukasslyper,
silinderboormasjien en -slyper,
dryfstanghernuwingsmasjien;

en wat in die loop van sodanige stel- en bedieningswerk fynmeetinstrumente mag gebruik wat gewoonlik aan of met sulke masjiene gebruik word;

(OPMERKING.—Vir die toepassing van hierdie omskrywing mag aparte boor- en slypmasjiene as een eendoelmasjiene geag word.)

(b) Oppervlakke van silinderkoppe en -blokke slyp, klephervlakingsmasjiene bedien, klepbeddings afwerk, klepleiers verwyder en terugsit, klepinlaatbeddings pas maar nie raak nie, leiers ruim, uitydroppe en helicoils pas, kleppe fynslyp of slyp, silinderkoppe monteer, uitgesonderd nokasse en laers aan bonokasenjins.

(4) “Ongekwalfiseerde werkmansmasjins” ’n werkmansmasjins met hoogstens 1 jaar se ondervinding.

KLOUSULE 4.—JAARLIKSE VERLOF.

Woordoms krywing.

Vir die toepassing van hierdie klausule—

(1) beteken “verloftydkring” die tydperk waarin ’n werknemer 3 weke verlof ingevolge subklausule (1) van Afdeling A van hierdie klausule verdien;

(2) word die woorde “diens” en “skof” geag die volgende in te sluit:—

(a) Skofte wat korter duur as dié wat ingevolge hierdie hoofstuk toegelaat word, omdat—

(i) die werknemer laat by sy werkplek aangekom het maar sodanige laatkom nie ’n halfuur oorskry het nie, of
(ii) korttyd gewerk is; of
(iii) sodanige korter skofte met die toestemming van die werkgewer gewerk is;

(b) skofte wat die betrokke werknemer normaalweg sou gewerk het maar nie gewerk het nie omdat hy—

(i) afwesig was met betaalde siekteverlof ingevolge hierdie Ooreenkoms;
(ii) verplig was om ingevolge die Verdedigingswet, 1957 (Wet No. 44 van 1957), te ondergaan, tot ’n maksimum van 4 maande per jaar;
(iii) van die werk afwesig was op las of op versoek van sy werkgewer;
(iv) van die werk afwesig was weens siekte of ’n ongeluk van altesaam hoogstens 30 dae in ’n verloftydkring;
(v) van die werk afwesig was op enigeen van die openbare vakansiedae bedoel in klausule 15 (1) van Hoofstuk I:

Met dien verstande dat ’n werknemer wat, ná die verstryking van sy jaarlikse verlof sy diens beëindig deur te dros, geen eis ten opsigte van paragraaf 2 (b) (i) hierbo kan instel nie.

- (3) "remuneration" means an employee's wages as defined in this Agreement plus any bonus regularly paid to the employee, the amount of such bonus being deemed to be the average amount received by or accrued to an employee in respect of the period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment.

NOTE.—The remainder of this clause is subdivided into 4 sections as follows:—

Section A which deals with annual leave and determines *inter alia* such matters as who shall be entitled to annual leave, the period of annual leave to be granted to employees, when leave shall become due, the calculation of leave pay, etc.;

Section B which contains provisions relating to Accrued Leave Pay;

Section C which contains provisions relating to Additional Holiday Pay; and

Section D which contains provisions for the administration of a "Contingency Reserve".

SECTION A.—ANNUAL LEAVE.

(1) Three weeks annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, and to all employees for whom wages or remuneration are prescribed in this Chapter of the Agreement who have completed with the same employer since the date of engagement or from the date on which the previous annual leave fell due (whichever is the later) the periods of continuous employment set out in the Schedule to this sub-clause.

Schedule.

(a) Weekly paid employees other than watchmen: 261 shifts excluding overtime.

(b) Watchmen and monthly paid employees: 12 months.

(2) Annual leave shall become due immediately an employee has completed the qualifying period specified in sub-clause (1) of this section, but it may be taken before or after it becomes due if—

(a) the exigencies of the employer's business so require; or

(b) the employer and the employee so agree;

provided that annual leave shall in no circumstances be taken more than two months before due date, or delayed for more than four months after due date unless the employee and the employer concerned have, before the expiry of such period of four months, agreed thereto in writing, and shall not be delayed by more than six months after due date.

(3) Subject to sub-clause (1) of this section pay for annual leave shall be calculated at the rate of remuneration which the employee is receiving at the date on which he proceeds on his annual leave and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(4) If any of the paid public holidays referred to in clause 15 (1) of Chapter I falls on a working day within the period of leave of an employee the employer shall either—

(a) add one working day on full pay to the said period of leave in respect of each such paid public holiday; or

(b) pay to the employee in question one normal day's pay in lieu of leave on the pay day immediately following such employee's period of leave.

(5) (a) Annual leave shall not be concurrent with any period during which the employee is under notice of termination of employment, nor unless the employee so requests in writing, with any period during which an employee is undergoing military training in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in clause 42 of Chapter I of this Agreement, shall not be regarded as part of such employee's annual leave.

(6) No employee shall engage in his normal occupation during the period of his leave and no employer shall require or knowingly permit any employee to work in the industry during the period of his leave.

(7) Except as provided elsewhere in this Agreement no deductions from leave pay shall be made as a set-off against any moneys which may be owing to the employer.

(8) On the termination of the services of an employee who has qualified for annual leave in terms of sub-clause (1) of this section, but who has not been granted or has not taken his leave at the date of such termination, the employer shall pay him an amount of leave pay calculated in accordance with the provisions of sub-clause (1) of Section B of this clause.

(9) An employer may at any time, but not more than once in any period of twelve consecutive months, close his establishment for the purpose of granting his employees annual leave as prescribed by this clause and where at the date of the closing of the establishment any employee is not entitled to the full prescribed period of annual leave, the employer shall pay him an amount calculated on the basis laid down in sub-clause (1)

- (3) beteken "besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en word die bedrag van sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang het of wat hom toegekom het ten opsigte van 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig.

OPMERKING.—Die res van hierdie klousule word soos volg in 4 Afdelings onderverdeel:—

Afdeling A wat oor jaarlikse verlof handel en o.a. sodanige sake bepaal soos wie op jaarlikse verlof geregtig is, die tydperk van die jaarlikse verlof wat aan werknemers verleen moet word, wanneer verlof verskuldig word, die berekening van verlofbesoldiging, ens.;

Afdeling B wat bepalings betreffende opgelope verlofbesoldiging bevat;

Afdeling C wat bepalings betreffende addisionele vakansiebetaling bevat; en

Afdeling D wat bepalings betreffende die administrasie van 'n "gebeurlikheidsreserwefonds" bevat.

AFDELING A.—JAARLIKSE VERLOF.

(1) Drie weke jaarlikse verlof met volle besoldiging moet toegestaan word aan vakleerlinge, kwekelinge wat opleiding kragtens die Wet op Opleiding van Ambagsmanne ondergaan en alle werknemers vir wie lone of besoldiging in hierdie Hoofstuk van die Ooreenkoms voorgeskryf word en wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum) die tydperke van aansenlopende diens voltooi het wat in die Bylae van hierdie subklousule genoem word, by dieselfde werkgewer voltooi het.

Bylae.

(a) Weekliks besoldigde werknemers, uitgesonderd wagte: 261 skofte, uitgesonderd oortyd.

(b) Wagte en maandeliks besoldigde werknemers: 12 maande.

(2) Jaarlikse verlof val aan 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk genoem in subklousule (1) van hierdie Afdeling, voltooi het, maar dit kan geneem word voordat of nadat dit verskuldig geword het indien—

(a) die werkgewer se besigheid dit vereis; of

(b) die werkgewer en die werknemer aldus ooreenkom;

met dien verstande dat jaarlikse verlof in geen omstandighede meer as 2 maande voordat dit verskuldig word, geneem mag word nie of nie vir langer as 4 maande nadat dit verskuldig geword het, uitgestel mag word nie tensy die betrokke werknemer en werkgewer voor die verstryking van sodanige tydperk van 4 maande, daartoe skriftelik ooreengekom het, en mag dit nie langer as 6 maande ná die toevallatum uitgestel mag word nie.

(3) Behoudens subklousule (1) van hierdie afdeling word besoldiging vir jaarlikse verlof bereken teen die besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan en moet dit aan hom deur die werkgewer betaal word op die laaste werkdag voordat sy verlof begin.

(4) As enigeen van die openbare vakansiedae met besoldiging wat in klousule 15 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die tydperk van verlof van 'n werknemer val, moet die werkgewer of—

(a) 1 werkdag met volle besoldiging by genoemde tydperk van verlof ten opsigte van elke sodanige openbare vakansiedag met besoldiging voeg; of

(b) aan die betrokke werknemer 1 gewone dag se besoldiging in plaas van verlof betaal op die betaaldag wat onmiddellik op sodanige werknemer se tydperk van verlof volg.

(5) (a) Jaarlikse verlof mag nie saamval met enige tydperk waarin daar aan die werknemer kennis van diensbeëindiging gegee is; ook nie, tensy die werknemer dit skriftelik versoek, met enige tydperk waarin 'n werknemer militêre opleiding ingevolge die bepalings van die Verdedigingswet, 1957, ondergaan nie.

(b) Enige tydperk waarin 'n werknemer met siekteverlof is soos in klousule 42 van Hoofstuk I van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(6) Geen werknemer mag gedurende sy verloftydperk sy gewone beroep beoefen nie, en geen werkgewer mag van 'n werknemer vereis of hom wilens en wetens toelaat om gedurende sy verloftydperk in die Nywerheid te werk nie.

(7) Behalwe soos elders in hierdie Ooreenkoms bepaal, mag geen bedrag van verlofbesoldiging as skuldvergeliking afgetrek word van geld wat aan die werkgewer verskuldig mag wees nie.

(8) By beëindiging van die diens van 'n werknemer wat ooreenkomstig die bepalings van subklousule (1) van hierdie Afdeling op jaarlikse verlof geregtig geword het maar aan wie sodanige verlof ten tyde van sodanige beëindiging nie toegestaan is of wat hy nie geneem het nie, moet die werkgewer hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig die bepalings van subklousule (1) van Afdeling B van hierdie klousule.

(9) 'n Werkgewer kan te eniger tyd, maar hoogstens een keer in enige tydperk van 12 opeenvolgende maande, sy bedryfsinrigting sluit met die doel om sy werknemers jaarlikse verlof toe te staan soos voorgeskryf by hierdie klousule en indien 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie geregtig is op die volle voorgeskrewe tydperk van jaarlikse verlof nie, moet die werkgewer hom 'n bedrag betaal wat bereken is op die grondslag bepaal in subklousule (1) van Afdeling B van hierdie klousule.

of Section B of this clause as if his employment had terminated, plus remuneration in respect of any paid public holidays which fall during the period that the establishment is closed and are required to be added to an employee's annual leave in terms of sub-section (4) of this section, at a rate not less than he would normally have received for his ordinary working hours for that day of the week.

SECTION B.—ACCRUED LEAVE PAY.

(1) Subject to the provisions of sub-clause (3) of this section and to the proviso to the definition of "shifts" at the beginning of this clause, an employee who is discharged or who leaves his employment before he has qualified for annual leave in terms of sub-clause (1) of Section A of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed week of employment (i.e. 5 shifts) from the date of beginning work with the employer or from the date on which his last leave became due whichever is the later.

(2) (a) In the case of all employees other than journeymen and qualified operative machinists the accrued leave pay referred to in sub-clause (1) of this section shall be paid direct to the employee on termination of service.

(b) In the case of journeymen and qualified operative machinists accrued leave pay shall not be handed to or taken by the employee, but shall immediately on termination of service be remitted by the employer to the Secretary of the Regional Council having jurisdiction.

(c) An employer when making payment in terms of paragraph (b) of this sub-clause shall complete in quadruplicate a leave pay voucher in the form prescribed in Annexure C of this Agreement, shall retain one copy in his possession, forward one copy to the Secretary of the Regional Council concerned, and hand the remaining two copies to the employee concerned who shall forthwith sign and forward one copy to the Secretary of the Regional Council and retain the other copy for purposes of paragraph (d) of this sub-clause.

(d) Where a journeyman or qualified operative machinist who has been discharged from or has left his employment before he has qualified for annual leave, enters the service of another employer in the Motor Industry, the following provisions shall apply—

- (i) The employee must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by him in terms of paragraph (c) of this sub-clause.
- (ii) The employee's leave shall become due when he has worked with the new employer a number of shifts or a period equivalent to those prescribed in the Schedule to sub-clause (1) of section A of this clause, less the aggregate of the shifts or periods shown on the copy leave pay voucher handed by him to the new employer.
- (iii) Two weeks before the journeyman or qualified operative machinist is due to take paid leave from the new employer the copy leave pay voucher handed by the employee to his new employer must be signed and submitted to the Regional Council concerned and application made for payment of the amount of the voucher.
- (iv) The new employer shall pay to the employee when he takes his paid leave the amount of leave pay accrued to him in terms of this clause.
- (v) A journeyman or qualified operative machinist who leaves his employment after his leave has fallen due but before it has been granted must be paid by the employer the amount due to him as leave pay at the time his leave fell due, and must himself claim from the Regional Council concerned the amount of any leave pay vouchers held by him by signing these and submitting them to the Secretary of the Regional Council.

(3) Accrued leave pay held by a Regional Council or by an employer on behalf of an employee who for health reasons or any other incapacity has become unable to continue at his occupation shall become payable immediately to the employee, and accrued leave moneys due to an employee who dies in the course of his employment shall become payable immediately to his estate.

(4) All amounts received in respect of leave pay shall be placed in a special account operated by Regional Councils.

(5) Accrued leave pay held on behalf of a journeyman or qualified operative machinist shall be paid to him—

- (a) if he leaves the Industry, subject to sub-clause (3) of this section on the expiry of fifty-two weeks calculated from the date on which the leave pay commenced to accrue;
- (b) while he is employed in the Industry, when he proceeds on annual leave;

or earlier at the discretion of the Regional Council concerned.

SECTION C.—ADDITIONAL HOLIDAY PAY.

(1) Journeymen, qualified and unqualified operative machinists and engine strippers employed in registered automotive engineering establishments shall be entitled to additional holiday pay.

asof sy diens beëindig is, plus besoldiging ten opsigte van enigeen van die openbare vakansiedae met betaling wat binne die tydperk val waarin die bedryfsinrigting gesluit is en wat by 'n werknemer se jaarlikse verlof ingevolge subklousule (4) van hierdie Afdeling gevoeg moet word, teen 'n koers van minstens dié wat hy normaalweg sou ontvang het vir sy gewone werkure vir daardie dag van die week.

AFDELING B.—OPGELOPE VERLOFESOLDIGING.

(1) Behoudens die bepalinge van subklousule (3) van hierdie afdeling en die voorbehoudbepaling by die woordomsyrywing van „skofte" aan die begin van hierdie klousule, is 'n werknemer wat uit sy diens ontslaan is of dit verlaat voordat hy vir jaarlikse verlof kragtens subklousule (1) van Afdeling A van hierdie klousule gekwalifiseer het, geregtig op opgelope verlofbesoldiging gelyk aan 3/52 van 1 week se besoldiging vir elke voltooide week diens (d.w.s. 5 skofte) vanaf die datum waarop hy by die werkgewer begin werk het of vanaf die datum waarop verlof laas verskuldig geword het, naamlik die jongste datum.

(2) (a) In die geval van alle werknemers, uitgesonderd vakmanne en gekwalifiseerde werkmanmasjiniste, moet die opgelope verlofbesoldiging in subklousule (1) van hierdie afdeling bedoel, regstreeks by diensbeëindiging aan die werknemer betaal word.

(b) In die geval van vakmanne en gekwalifiseerde werkmanmasjiniste, moet die opgelope verlofbesoldiging nie aan die werknemer in kontant betaal of deur hom aangeneem word nie, maar moet dit onmiddellik by diensbeëindiging deur die werkgewer aan die sekretaris van die streekraad wat regsbevoegdheid het, gestuur word.

(c) Wanneer 'n werkgewer 'n bedrag ooreenkomstig paragraaf (b) van hierdie subklousule betaal, moet hy 'n verlofbetaalbewys in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms, in viervoud invul, een kopie daarvan bewaar, een kopie aan die sekretaris van die betrokke streekraad stuur, en die ander twee kopieë aan die betrokke werknemer oorhandig wat dit onmiddellik moet onderteken, een kopie aan die sekretaris van die streekraad moet stuur en die ander kopie moet bewaar vir die toepassing van paragraaf (d) van hierdie subklousule.

(d) Wanneer 'n vakman of 'n gekwalifiseerde werkmanmasjinis wat uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, diens by 'n ander werkgewer in die Motornywerheid aanvaar het, is onderstaande bepalinge van toepassing:—

- (i) Die werknemer moet aan die nuwe werkgewer kopieë van verlofbetaalbewyse voorleë wat aan hom deur sy vorige werkgewers in die Motornywerheid uitgereik en deur hom kragtens paragraaf (c) van hierdie subklousule bewaar is.
- (ii) Die werknemer se verlof word aan hom verskuldig wanneer hy by die nuwe werkgewer 'n getal skofte of 'n tydperk gelyk aan dié voorgeskryf in die Bylae van subklousule (1) van Afdeling A van hierdie klousule gewerk het, min die totaal van die skofte of tydperke aangetoon op die kopie van die verlofbetaalbewyse wat deur hom aan die nuwe werkgewer oorhandig is.
- (iii) Twee weke voordat die vakman of gekwalifiseerde werkmanmasjinis verlof met besoldiging van sy nuwe werkgewer neem, moet die kopie van die verlofbetaalbewys wat deur die werknemer aan sy nuwe werkgewer oorhandig is geteken en aan die betrokke streekraad gestuur en aansoek om betaling van die bedrag van die bewys gedoen word.
- (iv) Die nuwe werkgewer moet aan die werknemer, wanneer hy sy verlof met betaling neem, die bedrag aan verlofbetaling betaal wat aan hom kragtens subklousule (1) van hierdie afdeling verskuldig geword het.
- (v) 'n Vakman of gekwalifiseerde werkmanmasjinis wat sy diens verlaat nadat sy verlof verskuldig geword het maar voordat dit toegestaan is, moet deur die werkgewer die bedrag betaal word wat aan hom verskuldig is as verlofbetaling op die tydstip waarop sy verlof verskuldig geword het, en moet hy self van die betrokke Streekraad die bedrag eis van enige verlofbetaalbewyse wat in sy besit is, deur dié bewyse te teken en dit aan die Sekretaris van die Streekraad te stuur.

(3) Opgelope verlofbetaling wat 'n Streekraad hou of wat 'n werkgewer namens 'n werknemer hou wat om gesondheidsredes of enige ander ongeskiktheid nie meer in staat is om met sy werk voort te gaan nie, word onmiddellik aan die werknemer betaalbaar, en opgelope verlofgeld wat aan 'n werknemer verskuldig is wat in die loop van sy diens sterf, is onmiddellik aan sy boedel betaalbaar.

(4) Alle bedrae ontvang ten opsigte van verlofbetaling moet in 'n spesiale rekening gestort word wat deur die Streekraade geadministreer word.

(5) Opgelope verlofbetaling wat ten behoeve van 'n vakman of gekwalifiseerde werkmanmasjinis gehou word, moet aan hom betaal word—

- (a) as hy die Nywerheid verlaat, behoudens subklousule (3) van hierdie Afdeling, by verstryking van 52 weke bereken vanaf die datum waarop die verlofbetaling begin het om op te loop;
- (b) terwyl hy in die Nywerheid in diens is, wanneer hy met jaarlikse verlof gaan;

of eerder, na goedvinde van die betrokke Streekraad.

AFDELING C.—ADDITIONELE VERLOFBETALING.

(1) Vakmanne, gekwalifiseerde en ongekwalifiseerde werkmanmasjiniste en enjinstroppers wat in geregistreerde motoringenieursinrigtings in diens is, is geregtig op addisionele verlofbetaling.

(2) In respect of every journeyman and qualified operative machinist employed by him, an employer shall pay additional holiday pay at the rate of R2 per week of employment; provided that—

(a) where a journeyman or qualified operative machinist received or is entitled to receive wages for less than 23 hours in the aggregate in any week, no additional holiday pay shall, subject to the provisions of subparagraph (b) (iv) of the definition of "shifts" at the beginning of this clause, be payable on behalf of such employee in respect of that week; and

(b) where in any leave cycle a journeyman or qualified operative machinist has been absent from work through illness or accident for 30 shifts, his employer may reduce the additional holiday pay by 40c in respect of each further day of absence through illness or accident.

(3) The amounts payable in terms of sub-clause (2) of this section shall be remitted by the employer monthly, but not later than the 10th day of the month following that to which such amounts refer, to the Secretary of the Regional Council in whose area of jurisdiction his establishment is situated, under cover of and together with particulars required in the form prescribed for this purpose by the Regional Council concerned.

(4) The additional holiday pay payable by employers in terms of sub-clause (2) of this section shall be payable by the Council to journeymen and qualified operative machinists when they proceed on annual leave, and application for it shall be lodged with the Regional Secretary concerned at least two weeks before the beneficiary's leave is due to begin.

(5) An employer shall pay additional holiday pay to each engine stripper and unqualified operative machinist employed by him when such engine stripper or unqualified operative machinist proceeds on annual leave.

(6) Subject to sub-clauses (7), (8) and (9) of this section, the amount of the additional holiday pay referred to in sub-clause (5) of this section shall be:—

(a) in the case of an engine stripper one week's pay in respect of each twelve months of employment calculated at the rate the employee is earning when he goes on leave;

(b) in the case of an unqualified operative machinist, R78 for each completed twelve months of employment;

(c) the additional holiday pay referred to in paragraphs (a) and (b) of this sub-clause shall begin to accrue only from the date this Agreement becomes effective.

(7) An employer shall be entitled to deduct from the additional holiday pay due to engine strippers and unqualified operative machinists in terms of sub-clause (6) of this section, 1/52nd of the amount referred to, for each week during which the employee does not work a full five shifts, provided however, that no deduction shall be made in respect of weeks during which—

(a) the employee has been absent on sick leave and has produced a medical certificate to the employer;

(b) the employee has been absent due to the occurrence of one of the public holidays referred to in clause 15 (1) (a) of Chapter I of this Agreement.

(8) Where an engine stripper or an unqualified operative machinist leaves the services of his employer before qualifying for additional holiday pay, such employee shall be paid a pro rata portion of his additional holiday pay on termination of service.

(9) Where an unqualified operative machinist is promoted to a qualified operative machinist before qualifying for additional holiday pay from the same employer, such unqualified operative machinist shall be paid a pro rata portion of his additional holiday pay on his promotion.

(10) Subject to the provisions of sub-clause (4) of clause 36 of Chapter I of this Agreement no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(11) The provisions of sub-clauses (3), (4) and (5) of Section B of this clause shall apply *mutatis mutandis* in respect of additional holiday pay.

CLAUSE 5.—WAGES.

(1) The minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in the following Wage Schedule:—

(NOTE.—In the case of monthly-paid employees the minimum wage shall be four and one-third times the amount reflected in this Schedule.)

SCHEDULE.

Class of Employee.	Wages per week. (All Regions.)
	R
Engine stripper.....	16.00
Operative machinist, qualified.....	32.00
Operative machinist, unqualified.....	24.00
Journeyman.....	35.11

(2) Elke werkgewer moet ten opsigte van elke vakman en gekwalifiseerde werkmansmasjins by hom in diens, 'n addisionele verlobbetaling van R2 vir elke week diens betaal; met dien verstande—

(a) dat wanneer 'n vakman of gekwalifiseerde werkmansmasjins 'n loon ontvang of daarop geregtig is vir minder as 23 uur altesaam in 'n week, geen addisionele verlobbetaling, behoudens die bepaling van subparagraaf (b) (iv) van die woordomskriving van „skofte” aan die begin van hierdie klousule, ten behoeve van sodanige vakman ten opsigte van daardie week betaalbaar is nie; en

(b) dat indien 'n vakman of gekwalifiseerde werkmansmasjins in enige verloftydkring van die werk weens siekte of 'n ongeluk vir 30 skofte afwesig was sy werkgewer die addisionele verlobbetaling met 40c ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk mag verminder.

(3) Die werkgewer moet die bedrae wat ingevolge subklousule (2) van hierdie afdeling betaalbaar is, maandeliks en wel op of voor die 10de dag van die maand wat volg op die maand waarop sodanige bedrae betrekking het, aan die Sekretaris van die Streekraad stuur in wie se reggebied sy bedryfsinrigting geleë is, onder dekking van en saam met besonderhede vereis in die vorm wat vir dié doel deur die betrokke Streekraad voorgeskryf word.

(4) Die addisionele verlobbetaling wat ingevolge subklousule (2) van hierdie Afdeling betaalbaar is, is deur die Raad betaalbaar aan vakmanne en gekwalifiseerde werkmansmasjins wanneer hulle met verlof gaan, en aansoek daarom moet minstens 2 weke voordat die begunstigde se verlof moet begin, by die Sekretaris van die betrokke Streekraad ingedien word.

(5) 'n Werkgewer moet addisionele verlobbetaling aan elke enjinstroper en ongekwalifiseerde werkmansmasjins wat by hom in diens is, betaal wanneer sodanige enjinstroper of ongekwalifiseerde werkmansmasjins met verlof gaan.

(6) Behoudens subklousules (7), (8) en (9) van hierdie Afdeling, is die bedrag van die addisionele Verlobbetaling bedoel in subklousule (5) van hierdie Afdeling soos volg:—

(a) In die geval van 'n enjinstroper 1 week se betaling ten opsigte van elke 12 maande diens bereken teen die loon wat die werknemer verdien wanneer hy met verlof gaan.

(b) In die geval van 'n ongekwalifiseerde werkmansmasjins, R78.00 vir elke voltooide 12 maande diens.

(c) Die addisionele verlobbetaling bedoel in paragrafe (a) en (b) van hierdie subklousule begin op te loop slegs vanaf die datum van die inwerkingtreding van hierdie Ooreenkoms.

(7) 'n Werkgewer het die reg om van die addisionele verlobbetaling wat aan enjinstroper en ongekwalifiseerde werkmansmasjins kragtens subklousule (6) van hierdie Afdeling verskuldig is, 1/52 van bedoelde bedrag af te trek vir elke week waarin die werknemer nie 5 volle skofte gewerk het nie, met dien verstande egter dat geen aftrekking gedoen mag word nie ten opsigte van weke waarin—

(a) die werknemer met siekteverlof afwesig was en 'n dokter-sertifikaat aan die werkgewer voorgelê het;

(b) die werknemer afwesig was weens enigen van die openbare vakansiedae bedoel in klousule 15 (1) (a) van Hoofstuk I van hierdie Ooreenkoms.

(8) Wanneer 'n enjinstroper of 'n ongekwalifiseerde werkmansmasjins die diens van sy werkgewer verlaat voordat hy vir addisionele verlobbetaling kwalifiseer, moet sodanige werknemer 'n eweredige deel van sy addisionele vakansiebetaling by diensbeëindiging betaal word.

(9) Wanneer 'n ongekwalifiseerde werkmansmasjins tot gekwalifiseerde werkmansmasjins bevorder word voordat hy by dieselfde werkgewer vir addisionele verlobbetaling kwalifiseer moet aan sodanige ongekwalifiseerde werkmansmasjins 'n eweredige deel van sy addisionele verlobbetaling by sy bevordering betaal word.

(10) Behoudens die bepaling van subklousule (4) van Hoofstuk I van hierdie Ooreenkoms mag geen bedrag by wyse van skuldvergeliking van die verlobbetaling afgetrek word ter betaling van geld wat aan die werkgewer verskuldig mag wees nie.

(11) Die bepaling van subklousules (3), (4) en (5) van Afdeling B van hierdie klousule is *mutatis mutandis* van toepassing ten opsigte van addisionele verlobbetaling.

KLousULE 5.—LONE.

(1) Die minimum loon wat 'n werkgewer aan elkeen van sy werknemers van ondergenoemde klasse moet betaal, is soos in onderstaande Bylae uiteengesit:—

OPMERKING.—In die geval van maandeliks besoldigde werknemers is die minimum loon 4½ maal die weekloon.

BYLAE.

Klas werknemer.	Loon per week.
	Alle streke.
	R
Enjinstroper.....	16.00
Werkmansmasjins, gekwalifiseer.....	32.00
Werkmansmasjins, ongekwalifiseer.....	24.00
Vakman.....	35.11

(2) (a) The wages prescribed in this clause for all classes of employees include any cost of living allowance payable in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time, provided that in the case of journeymen and qualified operative machinists—

- (i) where the index is in excess of 120.2 such wages shall for each 232 points of such excess be increased by the employer by not less than 6 cents per week;
- (ii) where the index number is less than 120.2, but not less than 72.4 the employer shall pay not less than such wages;
- (iii) where the index number is less than 72.4 the employer may for each complete 232 points below 72.4 reduce such wages by not more than 6 cents per week, provided however, that such wages shall not at any time be reduced below R17.

(b) Any adjustment necessary in terms of paragraph (a) hereof shall be made with effect from the second month after that to which the index number relates and as from the day after the pay-day nearest to the 16th of that month.

(c) "Index number" shall mean the weighted average index relating to all items for the nine principal urban areas in the Republic of South Africa as assessed by the Director of Statistics on October, 1958, basis of 100 points, and published in the *Government Gazette*.

CLAUSE 6.—RATIO.

(1) An employer shall not employ any qualified or unqualified operative machinists unless he has two or more journeymen actively engaged on journeyman's work in his workshop, and the number of operative machinists employed by him shall at no time exceed the smaller of—

- (a) the number of automotive machining and fitting apprentices indentured to him; and
- (b) the number specified in column II of the Schedule hereunder while the number of journeymen actively engaged on journeyman's work in his workshop does not exceed the number specified in column I of the said Schedule.

SCHEDULE.

Column 1. Number of journeymen actively engaged in workshop:—	Column 2. Maximum number of Operative Machinists which may be employed:—
1	Nil
2	1
3	1
4	1
5	1
6	2
7	2
8	2
9	2
10	3
11	3
12	3
13	3
14	3
15 or more	4

CLAUSE 7.—CERTIFICATE OF SERVICE.

(1) A qualified operative machinist who changes his place of employment, or an unqualified operative machinist who wishes to claim, on the assumption of employment with a new employer as an operative machinist, credit for past experience as an unqualified operative machinist, shall produce to his new employer a Certificate of Service giving details of his past experience as an operative machinist.

(2) An employer shall, when requested by an operative machinist upon the termination of his employment supply such operative machinist with a Certificate of Service in the form of Annexure D to this Agreement.

(3) An employer shall, when requested by any employee other than an operative machinist on the termination of his employment supply such employee with a Certificate of Service showing full name of the employer and employee, the nature of the employment, the dates of commencement and termination of the contract, and the rate of remuneration at the date of such termination.

9th September, 1966.

Signed at Johannesburg on behalf of the Parties this 12th day of September, 1966.

F. J. HACKNEY,
President of the Council.

Signed at Durban on behalf of the Parties this 10th day of September, 1966.

G. E. MERRETT,
Vice-President of the Council.

Signed at Johannesburg on behalf of the Parties this 9th day of September, 1966.

H. G. RINGROSE,
Secretary of the Council.

(2) (a) Die lone in hierdie klousule vir alle klasse werknemers voorgeskryf, omvat enige lewenskostoelae betaalbaar ooreenkomstig die bepalings van Oorlogsmaatregel No. 43 van 1942, soos van tyd tot tyd gewysig, met dien verstande dat in die geval van vakmanne en gekwalifiseerde werkmansmasjiniste—

- (i) waar die indekssyfer bokant 120.2 is, sodanige lone vir elke 232 punte wat dit hoër is, deur die werkgever met minstens 6 sent per week verhoog moet word;
- (ii) waar die indekssyfer minder as 120.2 maar minstens 72.4 is, die werkgever minstens sodanige loon moet betaal;
- (iii) waar die indekssyfer minder as 72.4 is, die werkgever vir elke volledige 232 punte onderkant 72.4 sodanige lone met hoogstens 6 sent per week kan verminder, met dien verstande egter dat sodanige lone nooit onderkant R17 verminder mag word nie.

(b) Enige aanpassing wat ingevolge paragraaf (a) hiervan nodig is, moet geskied met ingang van die tweede maand ná dié waarop die indekssyfer betrekking het, en vanaf die dag ná die betaaldag naaste aan die 16de van dié maand.

(c) "Indekssyfer" beteken die beswaarde gemiddelde indeks met betrekking tot alle items vir die 9 vernaamste stedelike gebiede in die Republiek van Suid-Afrika soos deur die Direkteur van Statistiek op die Oktober 1958-grondslag van 100 punte bereken, en in die *Staatskoerant* gepubliseer.

KLOUSULE 6.—GETALVERHOUDING.

(1) 'n Werkgever mag nie 'n gekwalifiseerde of ongekwalifiseerde werkmansmasjinis in diens neem nie, tensy hy 2 of meer vakmanne aktief werksaam op vakmanswerk in sy werkwinkel het, en die getal werkmansmasjiniste by hom in diens, mag nooit die kleinste van die volgende oorskry nie:—

- (a) Die getal motormasjienwerk- en paswerkvakleerlinge wat by hom ingeboek is, en
- (b) die getal gespesifiseer in kolom II van die Bylae hieronder terwyl die getal vakmanne wat aktief werksaam is op vakmanswerk in sy werkwinkel, nie die getal gespesifiseer in kolom I van genoemde Bylae oorskry nie.

BYLAE.

Kolom 1. Getal vakmanne aktief werksaam in werkwinkel:—	Kolom 2. Maksimum getal werkmansmasjiniste wat in diens geneem mag word:—
1	Nil
2	1
3	1
4	1
5	1
6	2
7	2
8	2
9	2
10	3
11	3
12	3
13	3
14	3
15 of meer	4

KLOUSULE 7.—DIENSSERTIFIKAAT.

(1) 'n Gekwalifiseerde werkmansmasjinis wat van werkplek verander, of 'n ongekwalifiseerde werkmansmasjinis wat op die veronderstelling van diens by 'n nuwe werkgever as 'n werkmansmasjinis krediet wil eis vir ondervinding reeds opgedoen as 'n ongekwalifiseerde werkmansmasjinis, moet aan sy nuwe werkgever 'n dienssertifikaat voorleë met besonderhede daarop van sy ondervinding reeds opgedoen as 'n werkmansmasjinis.

(2) Wanneer hy daarom deur 'n werkmansmasjinis by die beëindiging van sy diens gevra word, moet 'n werkgever sodanige werkmansmasjinis voorsien van 'n dienssertifikaat in die vorm van Aanhangsel D van hierdie Ooreenkoms.

(3) 'n Werkgever moet, wanneer hy deur 'n werknemer, uitgesonderd 'n werkmansmasjinis, by die beëindiging van sy diens daarom versoek word, sodanige werknemer van 'n dienssertifikaat voorsien met die volle naam van die werkgever en van die werknemer, die aard van die diens, die datums waarop die kontrak begin en geëindig het, en die loon tydens die datum van sodanige beëindiging.

9 September 1966.

Geteken te Johannesburg namens die partye op hede die 12de dag van September 1966.

F. J. HACKNEY,
President van die Raad.

Geteken te Durban namens die partye op hede die 10de dag van September 1966.

G. E. MERRETT,
Onderpresident van die Raad.

Geteken te Johannesburg namens die partye op hede die 9de dag van September 1966.

H. G. RINGROSE,
Sekretaris van die Raad.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

ANNEXURE A.

[Statement in terms of Clause 8 (1) of Chapter I of the Main Agreement of the National Industrial Council for the Motor Industry.]
Date _____

The Regional Secretary,
National Industrial Council for the Motor Industry,
Regional Council,
P.O. Box _____

Dear Sir,

re: REGISTRATION AS EMPLOYER IN THE MOTOR INDUSTRY.

In accordance with Clause 8 (1) of the Main Agreement for the Motor Industry I hereby furnish the following particulars in connection with this business:—

1. Name under which business is carried on (in block letters) _____
2. Address at which business is carried on _____
3. Address of head office (where applicable) _____
4. Nature of business _____
5. Date commenced trading _____
6. Names and addresses of (where any of these persons are actively engaged in the business, the nature of their duties must be shown in parenthesis alongside their respective names):—
 Proprietor _____
 or Partners _____
 or Directors _____
 Manager and/or Secretary _____
7. Particulars of employees—
 No. of journeymen _____ No. of apprentices _____
 No. of clerical and sales employees _____
 No. of labourers _____ No. of other employees _____
8. Name of employers' organisation of which a member _____

Yours faithfully,

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

ANNEXURE B. 1.

[Prescribed in terms of Clause 11 (4) of Chapter I.]

NOTE.—A separate form must be submitted for each newly engaged B/A Journeyman or Operative Machinist.

To:—

The Regional Secretary,
P.O. Box _____

Date _____

Dear Sir,

re: CHANGE IN WORKSHOP STAFF.

I advise you that—

- (1) Name _____ joined the staff of this business on _____ as *B/A Journeyman Operative Machinist—

Qualified _____
 Unqualified _____

- (2) Identification Details:—

Home Address _____
 T.U. Membership No. _____
 Popn. Reg. Number _____

- (3) Previous experience (attach supporting documents):

Employer _____ Capacity in which employed _____ Period _____

- (4) Present staff in Department in which B/A Journeyman or Machinist will be occupied:—

Grade A Journeymen _____
 B/A Journeymen _____
 Repair or Body Shop Assistants _____
 Operative Machinists _____

Signed _____

Employer's Name _____

Employer's Address _____

*Tick the capacity of employment.

†These documents will be returned as soon as they have been noted.

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID.

AANHANGSEL A.

[Verklaring ingevolge die bepalings van klousule 8 (1) van Hoofstuk I van die Hoofdooreenkoms van die Nasionale Nywerheidsraad vir die Motornywerheid.]

Datum _____

Die Streeksekretaris,
Nasionale Nywerheidsraad vir die Motornywerheid,
Streekraad _____
 Posbus _____

Meneer,

REGISTRASIE AS WERKGEWER IN DIE MOTORNRYWERHEID.

Ooreenkomstig die bepalings van klousule 8 (1) van die Hoofdooreenkoms vir die Motornywerheid, verstrek ek hierby onderstaande besonderhede in verband met hierdie sakeonderneming:—

1. Naam (in blokletters) waaronder die onderneming gedryf word _____
2. Adres waar onderneming gedryf word _____
3. Adres van hoofkantoor (waar van toepassing) _____
4. Aard van sakeonderneming _____
5. Datum waarop sakeonderneming begin is _____
6. Name en adresse van (waar enige van hierdie persone aktief werksaam in die sakeonderneming is, moet die aard van sy dienste tussen hakies langsnaam sy naam gemeld word):—
 Eienaar _____
 of vennote _____
 of direkteure _____
 bestuurder en/of sekretaris _____
7. Besonderhede van werknemers—
 Getal vakmanne _____
 Getal vakleerlinge _____
 Getal klerklike en verkoopswerknemers _____
 Getal arbeiders _____ Getal ander werknemers _____
8. Naam van werkgewersorganisasie waarvan ek lid is _____

Die uwe,

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID.

AANHANGSEL B.1.

[Voorgeskryf kragtens klousule 11 (4) van Hoofstuk I.]

OPMERKING.—'n Aparte vorm moet voorgelê word vir iedere nuut aangestelde B/A-vakman of werkmansjinis.

Aan:—

Die Streeksekretaris,
Posbus _____

Datum _____

Meneer,

i.s.: VERANDERING VAN WERKWINKELPERSONEEL.

Ek deel u mee dat:—

- (1) Naam _____ by die personeel van hierdie sakeonderneming op _____ aangesluit het as *B/A-vakman Werkmanmasjinis—Gekwalifiseer/Ongekwalfiseer.
- (2) Identifikasiebesonderhede:—
 Huisadres _____
 Vakbondlid No. _____
 Persoonsnommer _____
- (3) Vorige ondervinding: (Heg stawende dokumente aan)†
 Werkgewer _____ Hoedanigheid waarin in diens _____ Tydperk _____
- (4) Huidige personeel in Afdeling waarin B/A-vakman of Masjinis werksaam sal wees:—
 Graad A-vakmanne _____
 B/A-vakmanne _____
 Herstel- of bakwinklassistente _____
 Werkmanmasjiniste _____
 Geteken _____
 Werkgewer se naam _____
 Werkgewer se adres _____

*Merk hoedanigheid van indiensneming.

†Hierdie dokumente sal teruggestuur word sodra hulle aangeteken is.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

ANNEXURE B. 2.

[Prescribed in terms of Clause 11 (4) of Chapter I.]

NOTE.—A separate form must be submitted for each resignation or dismissal.

To:—

The Regional Secretary,
P.O. Box _____

Date _____

Dear Sir,

re: CHANGE IN WORKSHOP STAFF.

In accordance with the requirements of Clause 11 (4) of the Main Agreement for the Motor Industry, I advise you that _____ (full name of employee) left the services of this business on _____ to take up employment with _____

He was employed in the capacity of *B/A Journeyman/Operative Machinist, Qualified/Unqualified.

†(He had no trade union number.)

(His trade union membership No. is _____)

Signed _____

Employer's Name _____

Employer's Address _____

*Tick the capacity of employment.

†Delete or complete as necessary.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

ANNEXURE C.

[Prescribed in terms of sub-clause (2) (c) of Section B of Clause 14.]

LEAVE PAY VOUCHER.

No. _____

Date _____

Issued to _____ (name of employee)

MIEU/MICWU No. _____ Pension Fund No. (if known) _____

Identity Card No. _____

Residing at _____

Signature of Employee _____

Issued by (name and address of employer) _____

Period of employment from commencement of service or from date last leave fell due (whichever is later) _____

to _____ Number of weeks _____ (a)

Weekly remuneration at date of termination of service R _____ (b)

Calculation of accrued leave pay—

$3 \times (a) \text{ weeks worked} \times (b) \text{ weekly wage}$ R _____

52

Minus P.A.Y.E. tax..... R _____

Net..... R _____

I hereby certify that the particulars furnished in this Voucher are true and correct.

Signature of Employer _____

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

ANNEXURE D.

[Prescribed in terms of Clause 7 (2) of Chapter IV.]

CERTIFICATE OF SERVICE.

To whom it may concern.

_____ (name of employee) has been employed by me as an Unqualified/Qualified Operative Machinist* from _____ to _____. During this period he operated the following machines:—

- Reboring Machine.
- Cylinder Honing Machine.
- Crankshaft Grinder.
- Conrod Machine.
- Surface Grinding Machine.
- Valve Refacing Machine.

(Cross out those which the employee did not operate.)

(Signed) _____

Employer.)

Name of firm _____

*If the person referred to in this Certificate was for the first part of his employment an Unqualified Operative Machinist, and was employed subsequently as a Qualified Operative Machinist, please insert the relative dates here:—

Employed as Unqualified Operative Machinist _____

to _____

Employed as Qualified Operative Machinist _____

to _____

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-NYWERHEID.

AANHANGSEL B.2.

[Voorgeskrif kragtens klousule 11 (4) van Hoofstuk I.]

OPMERKING.—'n Aparte voor moet vir elke bedanking of afdanking voorgelê word.

Aan:—

Die Streeksekretaris,
Posbus _____

Datum _____

Meneer,

i.s.: VERANDERING VAN WERKWINKELPERSONEEL.

Ooreenkomstig die vereistes van klousule 11 (4) van die Hoofoor-eenkoms vir die Motornywerheid, stel ek u in kennis dat _____

(volle naam van werknemer)

die dienste van hierdie sakeonderneming op _____

verlaat het om diens by _____ te aanvaar.

Hy was in diens in die hoedanigheid van *B/A-vakman/werkmanmasjiniis gekwalifiseer/ongekwalifiseer.

†(Hy het geen vakbondnommer gehad nie.)

Sy vakbondnommer is _____

Geteken _____

Werkgewer se naam _____

Werkgewer se adres _____

*Merk hoedanigheid van diens.

†Skrap of vul in indien nodig.

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-NYWERHEID.

AANHANGSEL C.

[Voorgeskrif kragtens subklousule (2) (c) van Afdeling B van klousule 14.]

VERLOFBETAAL-BEWYS.

No. _____

Datum _____

Uitgereik aan _____

(naam van werknemer)

MIEU/MICWU No. _____ Pensioenfondsnommer (indien bekend) _____

Persoonskaartnommer _____

Woonagtig te _____

Handtekening van werknemer.

Uitgereik deur (naam en adres van werkgever) _____

Tydperk van diens vanaf begin van diens of vanaf datum waarop laaste verlof verskuldig geword het (naamlik die jongste datum) _____

tot _____ Getal weke _____ (a)

Weeklike besoldiging op datum van diensbeëindiging R _____ (b)

Berekening van opgelope verlofbetaling:

$3 \times (a) \text{ weke gewerk} \times (b) \text{ weekloon}$ R _____

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Min L.B.S.-belasting..... R _____

Netto..... R _____

Hierby sertifiseer ek dat die besonderhede op hierdie bewys verstrek, waar en korrek is.

Handtekening van werkgever _____

DIE NASIONALE NYWERHEIDSRaad VIR DIE MOTOR-NYWERHEID.

AANHANGSEL D.

[Voorgeskrif kragtens klousule 7 (2) van Hoofstuk IV.]

DIENSSERTIFIKAAT.

Vir wie dit mag aangaan.

_____ (Naam van werknemer) was by my in diens as 'n ongekwalifiseerde/gekwalifiseerde werkmansjiniis* vanaf _____ tot _____ Gedurende hierdie tydperk het hy ondergenoemde masjiene bedien:—

- Herboormasjiens.
- Silinderslypmasjiens.
- Krukasslypmasjiens.
- Suierstangmasjiens.
- Oppervlakslypmasjiens.
- Klepvlakslypmasjiens.

(Skrap dié masjiene wat die werknemer nie bedien het nie.)

(Geteken) _____

(Werkgewer.)

Naam van firma _____

*Indien die persoon wat in hierdie sertifikaat bedoel word, vir die eerste deel van sy diens 'n Ongekwalifiseerde Werkmanmasjiniis was en later as 'n Gekwalifiseerde Werkmanmasjiniis in diens was, skryf asb. die betrokke datums hieronder in:—

In diens as Ongekwalifiseerde Werkmanmasjiniis _____

tot _____

In diens as Gekwalifiseerde Werkmanmasjiniis _____

tot _____

No. R. 784.] [30 May 1967.
**FACTORIES, MACHINERY AND BUILDING WORK
 ACT, 1941.**

MOTOR INDUSTRY.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 22 (1) of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Motor Industry published under Government Notice No. R. 783 of the 30th May, 1967, to be, on the whole, not less favourable to the persons 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.

M. VILJOEN,
 Minister of Labour.

No. R. 785.] [30 May 1967.
WAR MEASURES ACT, 1940.

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

MOTOR INDUSTRY.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of regulation 4 (1) of the regulations published under War Measure No. 43 of 1942, as amended, suspend the operation of the said regulations in respect of all employees for whom wages are prescribed in the Agreement for the Motor Industry, published under Government Notice No. R. 783 of the 30th May, 1967.

M. VILJOEN,
 Minister of Labour.

No. 786.] [30 May 1967.
INDUSTRIAL CONCILIATION ACT, 1956.

**MOTOR INDUSTRY.—NATIONAL HEALTH FUND
 AGREEMENT.**

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry shall be binding from the 1st June, 1967, and for the period ending the 30th June, 1969, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions.

M. VILJOEN,
 Minister of Labour.

SCHEDULE.

**THE NATIONAL INDUSTRIAL COUNCIL FOR THE
 MOTOR INDUSTRY.**

**MOTOR INDUSTRY NATIONAL HEALTH FUND
 AGREEMENT**

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

The South African Motor Industry Employers' Association, and
 The South African Vehicle Builders' and Repairers' Association
 (hereinafter referred to as the "employers" or the "employers'
 organisations") of the one part, and

The Motor Industry Employees' Union of South Africa,
 The Motor Industry Staff Association, and
 The Motor Industry Coloured Workers' Union

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

being parties to the National Industrial Council for the Motor
 Industry.

No. R. 784.] [30 Mei 1967.
**WET OP FABRIEKE, MASJINERIE EN BOUWERK,
 1941.**

MOTORNYWERHEID.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Motornywerheid, gepubliseer by Goewermentskennisgewing No. R. 783 van 30 Mei 1967, oor die algemeen vir persone wie se werkure 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 bepalings van genoemde Wet.

M. VILJOEN,
 Minister van Arbeid.

No. R. 785.] [30 Mei 1967.
WET OP OORLOGSMAATREËLS, 1940.

**OPSKORTING VAN REGULASIES OP LEWENS-
 KOSTETOELAES GEPUBLISEER BY OORLOGS-
 MAATREËL No. 43 VAN 1942, SOOS GEWYSIG.**

MOTORNYWERHEID.

Ek, MARAIS VILJOEN, Minister van Arbeid, skort hierby kragtens regulasie 4 (1) van die regulasies wat by Oorlogsmaatreël No. 43 van 1942, soos gewysig, gepubliseer is, die bepalings van genoemde regulasies op ten opsigte van alle werknemers vir wie lone voorgeskryf word in die Ooreenkoms vir die Motornywerheid wat by Goewermentskennisgewing No. R. 783 van 30 Mei 1967 gepubliseer is.

M. VILJOEN,
 Minister van Arbeid.

No. R. 786.] [30 Mei 1967.
WET OP NYWERHEIDSVERSOENING, 1956.

**MOTORNYWERHEID.—NASIONALE GESOND-
 HEIDSFONDSOOREENKOMS.**

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf 1 Junie 1967 en vir die tydperk wat op 30 Junie 1969 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is.

M. VILJOEN,
 Minister van Arbeid.

BYLAE.

**DIE NASIONALE NYWERHEIDSRAAD VIR DIE
 MOTORNYWERHEID.**

**NASIONALE GESONDHEIDSFONDSOOREENKOMS VIR
 DIE MOTORNYWERHEID**

gesluit en aangegaan ooreenkomstig die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, tussen die

South African Motor Industry Employers' Association, en die
 South African Vehicle Builders' and Repairers' Association

(hieronder die "werkgewers" of die "werkgewersorganisasies"
 bedoel), aan die een kant, en die

Motor Industry Employees' Union of South Africa, die
 Motor Industry Staff Association, en die
 Motor Industry Coloured Workers' Union

(hieronder die "werknemers" of the "vakverenigings" bedoel),
 aan die ander kant,

wat die partye by die Nasionale Nywerheidsraad vir die Motor-
 nywerheid is.

CLAUSE 1.—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 forty-eight of the Industrial Conciliation Act, 1956, as amended, and shall remain in force until 30th June, 1969, or for such period as may be determined by the Minister.

CLAUSE 2.—SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the regions defined herein by all employers in the Motor Industry who are members of the employers' organisations, and by all journeymen employed in the Motor Industry who are members of the trade unions and by B/A journeymen, unqualified and qualified operative machinists who are members of the Motor Industry Employees' Union; provided that in Regions OFS and TVL the terms of this Agreement shall apply to journeymen who are members of the Motor Industry Coloured Workers' Union and their employers (in respect of such journeymen) only in the Magisterial Districts of Bloemfontein and Kroonstad, and Ermelo, Germiston, Johannesburg, Potchefstroom and Pretoria, as these districts existed on the 28th May, 1962.

CLAUSE 3.—DEFINITIONS.

"Act" means the Industrial Conciliation Act, 1956, as amended.

"B/A journeyman" means an employee over the age of 22 who is able to prove not less than three years' experience in a trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade, and who in an establishment in whose workshop at least two journeymen are actively engaged, under the supervision of one such journeyman performs work in the designated trade in which he has had the experience or, with the approval of the Regional Council concerned, in some other trade related to the activities covered by the definition of "Motor Industry" in this Agreement.

"Council" means the National Industrial Council for the Motor Industry registered in terms of section nineteen of the Act.

"Journeyman" means an employee who is validly in possession of a Grade A membership card issued to him by the Motor Industry Employees' Union or by the Motor Industry Coloured Workers' Union.

"Member" means subject to their contributing to the Motor Industry National Health Fund in terms of this Agreement, any journeyman registered as a member with the Motor Industry National Health Fund established in terms of Government Notice No. 1764 of the 21st September, 1956 (as amended and extended); any person admitted to membership of the said Fund in terms of the provisions of clause 5 (3) of the Motor Industry National Health Fund Agreement published under the aforesaid Government Notice; any journeyman, B/A journeyman or unqualified or qualified operative machinist registered as a member of the Motor Industry National Health Fund in terms of clause 5 A and any person admitted to membership of the said fund in terms of clause 5 B of this Agreement.

"Motor Industry" means the Motor Industry as defined in clause 3 of Government Notice No. R. 783 of the 30th May, 1967, and any expressions used in that definition which are defined in the said Government Notice shall have the same meaning for purposes of this Agreement.

"Non-contributory member" means a pensioner admitted to voluntary membership by a Regional Council in terms of clause 5 B (1) (b) of this Agreement.

"Operative machinist, qualified," means an employee of a registered automotive engineering establishment who is engaged and has been engaged for more than one year, mainly or exclusively on:—

- (a) setting and operating one or two, but not more than two of the following single purpose machines:—

Crankshaft grinder;
cylinder borer and honer;
conrod reconditioning machine;

and who may in the course of such setting and operating use precision measuring instruments commonly used on or with such machines;

(NOTE.—For the purposes of this definition separate boring and honing machines may be regarded as one single-purpose machine.)

- (b) surface grinding cylinder heads and blocks, operating valve refacing machines, dressing valve seats, removing and replacing valve guides, fitting but not making valve seat inserts, reaming guides, fitting welsch plugs and helicoils, lapping or grinding valves, assembling cylinder heads other than camshafts and bearings on overhead camshaft engines.

"Operative machinist, unqualified," means an operative machinist who has had not more than one year's experience.

"Region BR" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Butterworth, Cathcart, St. Marks (Cofimvaba), East London, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middelbult, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria East, Willowvale, Wodehouse and Xalanga (Cala).

KLOUSULE 1.—GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid kragtens artikel 48 van die Wet op Nywerheidsversoenig, 1956, soos gewysig, mag vasstel, en bly van krag tot 30 Junie 1969, of vir sodanige tydperk as wat die Minister mag bepaal.

KLOUSULE 2.—TOEPASSINGSEESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die streke wat hieronder omskryf word, nagekom word deur alle werkgewers in die Motornywerheid wat lede van die werkgewersorganisasies is, en deur alle vakmanne in diens in die Motornywerheid wat lede van die vakverenigings is, en deur B/A-vakmanne, ongekwalifiseerde en gekwalifiseerde werkmansmasjiniste wat lede van die Motor Industry Employees' Union is, met dien verstande dat in streke OFS en TVL die bepalings van hierdie Ooreenkoms van toepassing is op vakmanne wat lede van die Motor Industry Coloured Workers' Union is en hul werkgewers (ten opsigte van sodanige vakmanne) slegs in die landdrostdistrikte Bloemfontein en Kroonstad, en Ermelo, Germiston, Johannesburg, Potchefstroom en Pretoria, soos hierdie distrikte op 28 Mei 1962 bestaan het.

KLOUSULE 3.—WOORDOMSKRYWING.

"Wet" beteken die Wet op Nywerheidsversoenig, 1956, soos gewysig.

"B/A-vakman" beteken 'n werknemer oor die leeftyd van 22 jaar wat in staat is om te bewys dat hy minstens 3 jaar ondervinding gehad het in 'n bedryf aangewys vir die Motornywerheid of, met die goedkeuring van die betrokke streekraad, ondervinding in 'n ander bedryf, en wat, in 'n bedryfsinrigting met 'n werk-winkel waarin minstens 2 vakmanne aktief in diens is, onder toetsig van een sodanige vakman werk verrig in die aangewese bedryf waarin hy die ondervinding opgedoen het of, met die goedkeuring van die betrokke streekraad, in 'n ander bedryf wat verwant is aan die werksaamhede gedek deur die woordoms krywing van "Motornywerheid" in hierdie Ooreenkoms.

"Raad" beteken die Nasionale Nywerheidsraad vir die Motornywerheid geregistreer kragtens artikel 19 van die Wet.

"Yakman" beteken 'n werknemer wat in besit is van 'n geldige graad A-lidmaatskapkaart aan hom uitgereik deur die Motor Industry Employees' Union of deur die Motor Industry Coloured Workers' Union.

"Lid" beteken, behoudens hulle bydraes tot die Motornywerheid se Nasionale Gesondheidsfonds ooreenkomstig hierdie Ooreenkoms, enige vakman geregistreer as lid van die Motornywerheid se Nasionale Gesondheidsfonds ingestel kragtens Goewermenskennisgewing No. 1764 van 21 September 1956 (soos gewysig en uitgebrei); enige persoon wat toegelaat is tot lidmaatskap van genoemde fonds ooreenkomstig die bepalings van klausule 5 (3) van die Motornywerheid se Nasionale Gesondheidsfondsooreenkoms gepubliseer kragtens voornoemde Goewermenskennisgewing; enige vakman, B/A-vakman of ongekwalifiseerde of gekwalifiseerde werkmansmasjinis geregistreer as lid van die Motornywerheid se Nasionale Gesondheidsfonds kragtens klausule 5.A en enige persoon wat tot lidmaatskap van genoemde fonds toegelaat is kragtens klausule 5.B van hierdie Ooreenkoms.

"Motornywerheid" beteken die Motornywerheid soos omskryf in Goewermenskennisgewing No. R. 783 van 30 Mei 1967, en alle uitdrukkings wat in daardie omskrywing gebesig en in die Goewermenskennisgewing omskryf word, het, vir die toepassing van hierdie Ooreenkoms, dieselfde betekenis.

"Nie-bydraende lid" beteken 'n pensioentrekker wat toegelaat is tot vrywillige lidmaatskap deur 'n streekraad kragtens klausule 5.B (1) (b) van hierdie Ooreenkoms.

"Werkmanmasjinis, gekwalifiseer," beteken 'n werknemer van 'n geregistreerde motoringenieursinrigting wat hoofsaaklik of uitsluitlik in diens is en langer as 1 jaar in diens was vir die volgende werksaamhede:—

- (a) een of twee, maar hoogstens twee, van onderstaande eendoelmasjiene stel en bedien:—

Krukasslypmasjien;
silinderboormasjien en -slyper;
dryfstanghernuwingsmasjien;

en wat in die loop van sodanige stel- en bedieningswerk presisiemeetinstrumente mag gebruik wat gewoonlik aan of met sulke masjien gebruik word;

(OPMERKING.—Vir die toepassing van hierdie omskrywing mag aparte boor- en slypmasjiene as één eendoelmasjiene geag word.)

- (b) oppervlakte van silinderkoppe en -blokke slyp, klephervlakoppingsmasjien bedien, klepbeddings afwerk, klepleiers vrywyder en terugsit, ingelate klepbeddings pas maar nie maak nie, leiers ruim, uitdypoppe en helicoils pas, kleppe fynslyp of slyp, silinderkoppe monteer, uitgesonderd nokasse en laers aan bonkasenjins.

"Werkmanmasjinis, ongekwalifiseer," 'n werkmansmasjinis met hoogstens 1 jaar ondervinding.

"Streek BR" beteken die landdrostdistrikte Albert, Aliwal-Noord, Barkly-Oos, Butterworth, Cathcart, St. Marks (Cofimvaba), Oos-Londen, Elliot, Elliotdale, Engcobo, Fort Beaufort, Glen Grey (Lady Frere), Herschel, Idutywa, Indwe, Kentani, Keiskammahoek, King William's Town, Komga, Lady Grey, Libode, Maclear, Middelbult, Molteno, Mqanduli, Mount Fletcher, Mount Frere, Ngqeleni, Ngqamakwe, Port St. Johns, Peddie, Queenstown, Qumbu, Sterkstroom, Stockenström, Stutterheim, Tarka, Tsolo, Tsomo, Umtata, Victoria-Oos, Willowvale, Wodehouse en Xalanga (Cala).

"Region EP" means the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage, Uniondale, Venterstad and Willowmore.

"Region NC" means the Magisterial Districts of Barkly West, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Phillipstown, Postmasburg, Prieska, Taung, Vryburg and Warrenton.

"Region NL" means the Province of Natal and the Magisterial Districts of Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu, and Umzimkulu.

"Region OFS" means the Province of the Orange Free State.

"Region TVL" means the Province of Transvaal.

"Region WP" means the Magisterial Districts of Beaufort West, Bellville, Bredasdorp, Caledon, Calvinia, the Cape, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Cape), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Mantagu, Namaqualand, Paarl, Piquetberg, Prince Albert, Riversdale, Robertson, Simonstown, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria West, Vredenburg, Vredendal, Wellington, Williston, Worcester and Wynberg.

"Regional Council" means a committee appointed as such by the Council in terms of its Constitution for any region herein defined.

"Rules" means the rules of the Motor Industry National Health Fund as prescribed in terms of clause 9 of this Agreement.

"Shift" means the number of hours excluding overtime, which an employer is permitted to work his employees on any day in the normal course of employment in terms of the Council's Main Agreement.

"Voluntary Member" means a person admitted to membership by a Regional Council in terms of clause 5 B of this Agreement.

"Week" means a period of seven consecutive days commencing at midnight on a Sunday.

CLAUSE 4.—ESTABLISHMENT AND OBJECTS OF THE FUND.

(1) There is hereby continued the fund established in terms of the Agreement published under Government Notice No. 1764 of the 21st September, 1956, and known as the "Motor Industry National Health Fund" (hereinafter referred to as "the Fund").

(2) The Fund shall consist of—

(a) moneys already standing to the credit of and due to the Fund at the date on which this Agreement comes into operation;

(b) moneys accruing from contributions as prescribed in clause 7 of this Agreement; and

(c) interest on investments.

(3) The objects of the Fund shall be, in accordance with the Rules of the Fund as determined from time to time:—

(a) to assist members in any manner whatsoever in relation to medical or surgical attention designed to promote or preserve the good health of them or their dependants;

(b) to contribute towards the funds of any hospital, nursing home, convalescent home or charitable institution upon such terms and conditions as may from time to time be determined;

(c) to contract with any hospital, nursing home, convalescent home or other similar institution for the care of sick or convalescent members and their dependants;

(d) to contract with any chemist, druggist or any other person for the supply of medicine, drugs and medical comforts;

(e) to assist the dependants of deceased members by means of pecuniary grants or otherwise;

(f) to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects; and

(g) to take measures for the prevention of sickness and for the improvement and promotion of health amongst members and dependants.

CLAUSE 5 A.—COMPULSORY MEMBERSHIP.

(1) Membership of the Fund shall be compulsory for all journeymen, B/A journeymen and unqualified and qualified operative machinists employed in the Motor Industry who—

(a) are members of the Motor Industry Employees' Union; or
(b) are members of the Motor Industry Coloured Workers' Union and are employed in any of the following regions or areas:—

Regions BR, EP, NL, NC and WP, Magisterial Districts of Bloemfontein, Kroonstad, Ermelo, Germiston, Johannesburg, Potchefstroom and Pretoria, as these districts existed on the 28th May, 1962.

"Streek EP" beteken die landdrosdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Noupoot, Oudtshoorn, Pearston, Port Elizabeth, Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage, Uniondale, Venterstad en Willowmore.

"Streek NC" beteken die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Phillipstown, Postmasburg, Prieska, Taungs, Vryburg en Warrenton;

"Streek NL" beteken die Provinsie Natal en die landdrosdistrikte Bizana, Flagstaff, Lusikisiki, Matatiele, Mount Ayliff, Mount Currie, Tabankulu en Umzimkulu.

"Streek OFS" beteken die Provinsie Oranje-Vrystaat.

"Streek TVL" beteken die Provinsie Transvaal.

"Streek WP" beteken die landdrosdistrikte Beaufort-Wes, Bellville, Bredasdorp, Caledon, Calvinia, die Kaap, Carnarvon, Ceres, Clanwilliam, Fraserburg, Heidelberg (Kaap), Hermanus, Hopefield, Ladismith, Laingsburg, Malmesbury, Montagu, Namaqualand, Paarl, Piketberg, Prins Albert, Riversdal, Robertson, Simonstad, Somerset-Wes (uitgesonderd die gebied wat deur die Cape Explosives Works, Ltd., Somerset-Wes, beslaan word), Stellenbosch, Strand, Sutherland, Swellendam, Tulbagh, Vanrhynsdorp, Victoria-Wes, Vredenburg, Vredendal, Wellington, Williston, Worcester en Wynberg.

"Streekraad" beteken 'n komitee wat as sodanig deur die Raad ingevolge die bepaling van sy konstitusie vir 'n streek soos hierin omskryf, aangestel is.

"Reëls" beteken die reëls van die Motornywerheid as Nasionale Gesondheidsfonds soos kragtens klousule 9 van hierdie Ooreenkoms voorgeskryf.

"Skof" beteken die getal ure uitgesonderd oortydure, wat 'n werkgewer kragtens die Raad se Hoofooreenkoms, toegelaat word om sy werknemers op 'n bepaalde dag in die gewone loop van hul diens te laat werk.

"Vrywillige lid" beteken 'n persoon wat kragtens klousule 5.B van hierdie Ooreenkoms deur 'n streekraad tot lidmaatskap toegelaat is.

"Week" beteken 'n tydperk van 7 opeenvolgende dae wat om middernag op 'n Sondag begin.

KLousULE 4.—INSTELLING EN DOELSTELLINGS VAN DIE FONDS.

(1) Hierby word die Fonds voortgeset wat ingestel is kragtens die Ooreenkoms gepubliseer by Goewermentskennisgewing No. 1764 van 21 September 1956, en bekend staan as die "Motornywerheid se Nasionale Gesondheidsfonds" (hieronder die "Fonds" bedoel).

(2) Die Fonds bestaan uit—

(a) geld wat reeds in die krediet van en wat verskuldig is aan die Fonds op die datum waarop hierdie Ooreenkoms van krag word;

(b) geld wat oploop uit bydraes bygedra soos voorgeskryf in klousule 7 van hierdie Ooreenkoms; en

(c) rente op beleggings.

(3) Die doelstellings van die Fonds is, ooreenkomstig die reëls van die Fonds, soos van tyd tot tyd bepaal:—

(a) Om lede op watter wyse ook al te help met betrekking tot geneeskundige en snykundige behandeling wat bedoel is om die goeie gesondheid van hulle of van hul afhanklikes te bevorder of te bewaar;

(b) om by te dra tot die fondse van enige hospitaal, verpleeg-inrigting, herstellingsoord of liefdadigheidsinrigting kragtens die bepaling van en voorwaardes wat van tyd tot tyd vasgestel mag word;

(c) om 'n ooreenkoms aan te gaan met enige hospitaal, verpleeginrigting, herstellingsoord of ander dergelyke inrigting vir die versorging van siek of herstellende lede en hul afhanklikes;

(d) om 'n ooreenkoms aan te gaan met enige apteker, drogis of enige ander persoon vir die verskaffing van medisyne, droërye en mediese geriewe;

(e) om hulp aan die afhanklikes van afgestorwe lede deur middel van geldelike toesleggings of andersins te verleen;

(f) om alles te doen wat nodig is, wat gepaard gaan met of wat bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die bereiking van voornoemde oogmerke; en

(g) om maatreëls te tref vir die voorkoming van siekte en vir die verbetering en bevordering van gesondheid onder lede en afhanklikes.

KLousULE 5.A.—VERPLIGTE LIDMAATSKAP.

(1) Lidmaatskap van die Fonds is verpligtend vir alle vakmanne, B/A-vakmanne en ongekwalifiseerde en gekwalifiseerde werkmansjinite in diens in die Motornywerheid wat—

(a) lede van die Motor Industry Employees' Union is; of
(b) lede van die Motor Industry Coloured Workers' Union is en in diens is in enigen van die volgende streke of gebiede:—

Streke BR, EP, NL, NC en WP, die landdrosdistrikte Bloemfontein, Kroonstad, Ermelo, Germiston, Johannesburg, Potchefstroom en Pretoria, soos dié distrikte op 28 Mei 1962 bestaan het.

(2) Every journeyman, B/A journeyman or unqualified or qualified operative machinist who has not already registered as a member of the Motor Industry National Health Fund in terms of clause 5 (2) of the Motor Industry National Health Fund Agreement published under Government Notice No. 1764 of the 21st September, 1956 (as amended and extended), shall complete the form prescribed in Annexure A to this Agreement, and lodge such completed form with the Secretary of the Region Council for the Region in which he is employed, within one month after the date on which he becomes employed in or re-enters the Motor Industry in that Region, and shall furnish such additional information or documentary evidence as the Regional Council concerned may require.

CLAUSE 5 B.—VOLUNTARY MEMBERSHIP.

- (1) Regional Councils may at their discretion—
 - (a) admit to contributory membership of the Fund any persons who are directly engaged or employed in or in connection with the Motor Industry and for whom membership is not compulsory in terms of Clause 5 A;
 - (b) admit to non-contributory membership any retired person who has been a contributing member and who is in receipt of or who qualifies for a pension benefit from the Motor Industry Pension Fund or other approved pension or provident fund.
- (2) The provisions of this Agreement shall *mutatis mutandis* apply to any person admitted to voluntary membership in terms of sub-clause (1) of this clause, provided that—
 - (a) a voluntary contributing member shall be required to contribute not less than the combined contribution of members and employers as prescribed in clause 7 of this Agreement, and his employer shall not be liable to make any contribution on his behalf;
 - (b) non-contributing members shall not be eligible for maternity, sick/accident pay or death benefits.

CLAUSE 5 C.—TERMINATION OF MEMBERSHIP.

- (1) Membership of the Fund shall terminate concurrently with the cessation of employment in the Motor Industry, but a Regional Council may permit a member who becomes temporarily unemployed to retain his membership under such conditions as the Regional Council may determine.
- (2) Voluntary membership may be terminated by 14 days' notice in writing given by the Regional Council concerned to a voluntary member, or by the voluntary member giving a similar period of notice of termination of membership to the Regional Council concerned.
- (3) An ex-member of the Fund shall not be entitled to any benefits for medical attention received subsequent to the last day of employment in the Industry.
- (4) A person who returns to the Motor Industry after a period of absence and becomes a compulsory contributor, or an ex-member who takes up voluntary membership after a period of non-membership, shall be regarded as an entirely new member unless otherwise decided by the Region Council concerned.

CLAUSE 6.—DEPENDANTS.

- (1) In order to be eligible for benefits in respect of their dependants, members shall make application for the registration of their dependants on the prescribed form and shall furnish such information and documentary evidence as the Regional Council concerned may require.
- (2) Subject to sub-clause (1) hereof, the following shall be registered as dependants:—
 - (a) A member's wife; and
 - (b) a member's children under the age of 18 years (including legally adopted children), who are wholly dependant on the member.
- (3) Any person other than those referred to in sub-clause (2) who is dependant on a member, may be registered as a dependant under such terms and conditions as the Regional Council concerned may in its discretion determine.

CLAUSE 7.—CONTRIBUTIONS.

- (1) Subject to the provisions of sub-clause (3) hereof—
 - (a) every journeyman, B/A journeyman, unqualified or qualified operative machinist shall contribute R1.55 to the Fund in respect of each week of his employment in the Motor Industry;
 - (b) the contributions specified in paragraph (a) of this sub-clause shall be deducted by the employer from the employee's wages on the first pay day after this Agreement comes into operation, and on each pay day thereafter, provided that where a journeyman, B/A journeyman, unqualified or qualified operative machinist receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be deductible from his wages in respect of such week.

(2) Elke vakman, B/A-vakman of ongekwalifiseerde of gekwalifiseerde werkmansmasjini wat nog nie as lid van die Motornywerheid se Nasionale Gesondheidsfonds kragtens klousule 5 (2) van die Motornywerheid se Nasionale Gesondheidsfondsooreenkoms, gepubliseer by Goewermentskennisgewing No. 1764 van 21 September 1965 (soos gewysig en uitgebrei), geregistreer is nie, moet die vorm invul wat in Aanhangsel A van hierdie Ooreenkoms voorgeskrif word en sodanige ingevulde vorm by die Sekretaris van die Streekraad vir die streek waarin hy werksaam is, inlewer, binne 1 maand na die datum waarop hy in diens geneem word of weer eens tot die Motornywerheid in daardie streek toetree, en moet sodanige bykomende inligting of dokumentêre bewyse verstrek as wat die betrokke streekraad mag vereis.

KLOUSULE 5.B.—VRYWILLIGE LIDMAATSKAP.

- (1) Streekraade mag na goeddunke:—
 - (a) Tot bydraende lidmaatskap van die Fonds enigiemand toelaat wat regstreeks in diens geneem word of in diens is in of in verband met die Motornywerheid en vir wie lidmaatskap nie kragtens klousule 5.A verpligtend is nie.
 - (b) Tot nie-bydraende lidmaatskap enige afgetrede persoon toelaat wat 'n bydraende lid was en wat in ontvangs is van of wat kwalifiseer vir 'n pensioenvoordeel van die Motornywerheid se Pensioenfonds of ander goedgekeurde pensioen- of voorsorgfonds.
- (2) Die bepalinge van hierdie Ooreenkoms is *mutatis mutandis* van toepassing op enigiemand wat kragtens subklousule (1) van hierdie klousule tot vrywillige lidmaatskap toegelaat is, met dien verstande dat:—
 - (a) Van 'n vrywillige bydraende lid vereis word om minstens die gesamentlike bydrae van lede en werkgewers soos voorgeskrif in klousule 7 van hierdie Ooreenkoms, by te dra, en sy werkgewer is nie verplig om enige bydrae namens hom te doen nie.
 - (b) Bydraende lede nie in aanmerking kom vir kraam-, siekte-ongevalsbetaling of sterftevoordele nie.

KLOUSULE 5.C.—BEÏNDIGING VAN LIDMAATSKAP.

- (1) Lidmaatskap van die Fonds eindig saam met die staking van diens in die Motornywerheid, maar 'n streekraad mag 'n lid wat tydelik werkloos raak, toelaat om sy lidmaatskap te behou onder sulke voorwaardes as wat die streekraad mag vasstel.
- (2) Vrywillige lidmaatskap kan met 14 dae kennisgewing skriftelik gegee word deur die betrokke streekraad aan 'n vrywillige lid, of deur die vrywillige lid wat 'n ewe lang tydperk van kennisgewing van beëindiging van lidmaatskap aan die betrokke streekraad gee.
- (3) 'n Oud-lid van die Fonds is nie geregtig op enige voordele vir geneeskundige behandeling wat hy ontvang het ná die laaste dag van sy diens in die Nywerheid nie.
- (4) Iemand wat weereens tot die Motornywerheid toetree ná 'n tydperk van afwesigheid en 'n verpligte bydraer word, of 'n oud-lid wat vrywillig lid word ná 'n tydperk van nie-lidmaatskap, word geag 'n heeltemal nuwe lid te wees, tensy anders deur die betrokke streekraad besluit.

KLOUSULE 6.—AFHANKLIKES.

- (1) Ten einde in aanmerking te kom vir voordele ten opsigte van hul afhanklikes, moet lede aansoek om registrasie van hul afhanklikes doen op die voorgeskrewe vorm en moet sodanige inligting en dokumentêre bewyse verstrek as wat die betrokke streekraad mag vereis.
- (2) Behoudens subklousule (1) hiervan, word ondergenoemde as afhanklikes geregistreer:—
 - (a) 'n Lid se vrou; en
 - (b) 'n lid se kinders onder die leeftyd van 18 jaar (met inbegrip van wettig aangenome kinders), wat geheel en al van die lid afhanklik is.
- (3) Enigiemand anders as dié bedoel in subklousule (2) wat van 'n lid afhanklik is, mag as 'n afhanklike geregistreer word onder sulke bedinge as wat die betrokke streekraad na eie goeddunke mag bepaal.

KLOUSULE 7.—BYDRAES.

- (1) Behoudens die bepalinge van subklousule 3 hiervan—
 - (a) moet elke vakman, B/A-vakman, ongekwalifiseerde of gekwalifiseerde werkmansmasjini R1.55 tot die Fonds bydra ten opsigte van elke week diens in die Motornywerheid;
 - (b) moet die bydraes gespesifiseer in paragraaf (a) van hierdie subklousule deur die werkgewer van die werknemer se loon afgetrek word op die eerste betaaldag nadat hierdie Ooreenkoms van krag word, en op elke betaaldag daarna, met dien verstande dat waar 'n vakman, B/A-vakman, ongekwalifiseerde of gekwalifiseerde werkmansmasjini, 'n loon vir minder as 23 uur in 'n week ontvang of daarop geregtig is, geen bydraes aftrekbaar van sy loon ten opsigte van sodanige week is nie.

(2) To each contribution deducted in accordance with sub-clause (1) hereof the employer shall add 60c and shall forward month by month, but not later than the tenth day of the month following the month to which the contributions relate, the total amount of such contributions to the Regional Council for the region in which his establishment is situated, under cover of and together with the particulars in the form prescribed for this purpose by the Regional Council concerned.

NOTE.—The present addresses of the Secretaries of the various Regional Councils are as follows:—

Region BR: P.O. Box 714, East London.
 Region EP: P.O. Box 3164, Port Elizabeth.
 Region NL: P.O. Box 2838, Durban.
 Region NC: P.O. Box 446, Kimberley.
 Region OFS: P.O. Box 910, Bloemfontein.
 Region TVL: P.O. Box 8477, Johannesburg.
 Region WP: P.O. Box 1946, Cape Town.

(3) Notwithstanding anything to the contrary contained in this Agreement, a Regional Council shall have the right to deduct from any benefit payable by the Fund any contributions due or owing by the member to whom or on behalf of whom such benefit is paid.

CLAUSE 8.—BENEFITS.

Subject to the provisions of the Fund's rules, every member possessing the necessary qualifications therefor and who has made the requisite number of contributions to the Fund shall be eligible for the Fund's medical, surgical, hospital, maternity, sick/accident pay, and other benefits, if any, in force from time to time as prescribed in such rules.

CLAUSE 9.—ADMINISTRATION.

(1) The Fund shall be administered by Regional Councils in accordance with rules prescribed for the purpose by the Council. Such rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, prescribe—

- (a) the Fund's benefits and the qualifications attaching thereto;
- (b) the procedure for lodging and payment of claims.

(2) The Council may at any time make new rules or alter or repeal any existing rules.

(3) Copies of the Fund's rules in force and particulars of any amendments thereto shall be lodged with the Secretary for Labour.

CLAUSE 10.—POWERS AND DUTIES OF REGIONAL COUNCILS.

(1) Subject to the direction of the Council and to the terms of this Agreement, each Regional Council shall have full control of the affairs of the Fund in the region(s) for which it is appointed.

(2) Each member of the Fund shall be provided by the Regional Council concerned with a copy of the rules referred to in clause 9 hereof.

(3) A Regional Council may—

- (a) engage employees to assist in the administration of the Fund under such conditions as it may determine;
 - (b) refuse or withhold any or all benefits from any member and/or his dependants who, in its opinion, has acted in a manner, calculated or reasonably likely to injure the interests of the Fund or its members; provided that such member shall, if he so requests, be given the opportunity of appearing before the Regional Council to be heard;
 - (c) sanction expenditure;
 - (d) empower its chairman and/or vice-chairman and its secretary or other official to sign conjointly on behalf of the Fund any agreements and contracts which it has approved;
 - (e) open accounts in the name of the Fund at banks or building societies and empower persons to operate on such accounts;
 - (f) appoint local committees in terms of the rules to assist with the administration of the Fund in any particular area.
- (4) Every Regional Council shall cause—

- (a) proper notice of its meetings to be given to the inspector defined by regulation under the Act;
- (b) minutes to be kept of proceedings of all meetings and copies of such minutes to be transmitted to the said inspector and the Council;
- (c) full and true accounts to be kept of the Fund in the region(s) it administers and such accounts to be audited by an auditor registered in terms of section twenty-three of the Public Accountants' and Auditors' Act, 1951, whom it shall appoint for the purpose.

(5) A Regional Council shall not have any discretionary powers relating to the granting of additional assistance to members and/or dependants, but may submit cases which it considers merit the granting of special relief, with full details, to the Council, for submission to an Appeals Advisory Committee for a ruling on whether and to what extent a special grant may be made.

(2) By elke bydrae wat ooreenkomstig subklousule (1) hiervan afgetrek word, moet die werkgewer 60c voeg en die totale bedrag van sodanige bydraes maand vir maand, maar nie later nie as die 10de dag van die maand wat volg op die maand waarop die bydraes betrekking het, aan die streekraad vir die streek waarin sy bedryfsinrigting geleë is, stuur, onder dekking van en saam met die besonderhede in die vorm vir hierdie doel deur die betrokke streekraad voorgeskryf.

OPMERKING.—Die huidige adresse van die sekretaris van die verskillende streekrade is soos volg:—

Streek BR: Posbus 714, Oos-Londen.
 Streek EP: Posbus 3164, Port Elizabeth.
 Streek NL: Posbus 2838, Durban.
 Streek NC: Posbus 446, Kimberley.
 Streek OFS: Posbus 910, Bloemfontein.
 Streek TVL: Posbus 8477, Johannesburg.
 Streek WP: Posbus 1946, Kaapstad.

(3) Ondanks andersluidende bepalings in hierdie Ooreenkoms het 'n streekraad die bevoegdheid om van enige voordeel wat deur die Fonds betaalbaar is, alle bydraes af te trek wat betaalbaar of verskuldig is deur die lid aan wie of ten behoeve van wie sodanige voordeel betaal word.

KLOUSULE 8.—VOORDELE.

Behoudens die bepalings van die Fonds se reëls moet elke lid wat die nodige kwalifikasies daarvoor besit en wat die vereiste getal bydraes tot die Fonds gemaak het, in aanmerking kom vir die geneeskundige, snykundige, hospitaal-, sieke-/ongevalsbetaling en ander voordele, as daar is, wat van tyd tot tyd geldig is, soos in hierdie reëls voorgeskryf.

KLOUSULE 9.—ADMINISTRASIE.

(1) Die Fonds word deur streekrade geadminestreer volgens reëls wat vir dié doel deur die Raad voorgeskryf word. Sodanige reëls mag nie onbestaanbaar met die bepalings van hierdie Ooreenkoms of die Wet wees nie, en moet, onder andere, die volgende voorskryf:—

- (a) Die Fonds se voordele en die vereistes daaraan verbonde;
 - (b) die prosedure om eise in te stel en uit te betaal.
- (2) Die Raad mag te eniger tyd nuwe reëls formuleer of enige bestaande reëls wysig of herroep.
- (3) Afskrifte van die Fonds se geldige reëls en besonderhede van enige wysigings daarvan, moet by die Sekretaris van Arbeid ingedien word.

KLOUSULE 10.—BEVOEGDHEDE EN PLIGTE VAN STREEKRADE.

(1) Behoudens lasgewing deur die Raad en die bepalings van hierdie Ooreenkoms, het elke streekraad volle beheer oor die sake van die Fonds in die streek of streke waarvoor dit aangestel is.

(2) Elke lid van die Fonds moet deur die betrokke streekraad voorsien wees van 'n afskrif van die reëls in die klousule 9, hiervan bedoel.

(3) 'n Streekraad mag—

- (a) werknemers in diens neem om behulpsaam te wees met die administrasie van die Fonds op sodanige voorwaardes as wat hy mag bepaal;
- (b) voordele weier aan of weerhou van enige lid en/of sy afhanklikes wat, na sy mening, opgetree het op 'n wyse wat daarop bereken was of waarvan redelikerwys verwag kon word dat dit die belange van die Fonds of sy lede sou benadeel; met dien verstande dat sodanige lid, indien hy aldus versoek, die geleentheid gegun moet word om voor die streekraad te verskyn om aangehoor te word;
- (c) uitgawes goedkeur;
- (d) sy voorsitter en/of ondervoorsitter en sy sekretaris of ander ampsdraer volmag gee om gesamentlik namens die Fonds alle ooreenkomste en kontrakte wat hy goedgekeur het, te onderteken;
- (e) rekenings namens die Fonds open by banke of bougenootskappe en persone volmag gee om op sodanige rekenings te opeer;
- (f) kragtens die reëls plaaslike komitees aanstel om behulpsaam te wees met die administrasie van die Fonds in 'n bepaalde streek.

(4) Elke streekraad moet sorg dra dat—

- (a) behoorlik kennis van sy vergaderings gegee word aan die inspekteur by regulasie kragtens die Wet op Nywerheids-versoening omskryf;
- (b) notule gehou word van verrigtings van alle vergaderings en dat afskrifte van dié notule aan genoemde inspekteur en aan die Raad gestuur word;
- (c) volledige en ware rekenings van die Fonds gehou word in die streek of streke wat hy administreer en sodanige rekenings deur 'n ouditeur geouditeer word wat geregistreer is kragtens artikel 23 van die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, wat hy vir dié doel moet aanstel.

(5) 'n Streekraad het geen diskresionêre bevoegdheid om bykomende hulp aan lede en/of afhanklikes te verleen nie, maar mag gevalle wat hy meen die toestand van spesiale hulp verdien, met volledige besonderhede aan die Raad voorlê, vir voorlegging aan 'n raadgewende komitee op appêlle, vir 'n beslissing oor die vraag of en in watter mate 'n spesiale toekenning gemaak mag word.

CLAUSE 11.—FINANCIAL CONTROL.

(1) All moneys received by Regional Councils on behalf of the Fund shall be deposited in an account(s) in the name of the Fund at a bank or building society within three days of receipt and all disbursements from such account(s) shall in relation to each region—

- (a) require the sanction of the Regional Council concerned;
- (b) be effected by cheque or other written instrument signed by two persons duly authorised thereto by the Regional Council concerned;
- (c) in respect of benefits, be suspended whenever the total amount standing to the credit of the Fund in such account(s) falls below R200 and until such time as it rises above R400.

(2) Any expenses incurred in connection with the administration of the Fund in any region shall form a charge upon the Fund in relation to that region.

(3) Moneys in excess of any Regional Council's monthly requirements as determined by such Regional Council, shall be remitted monthly to the Council for investment on behalf of the Fund in terms of the provisions of section twenty of the Friendly Societies Act (Act No. 25 of 1956); provided that where necessary, the Council may make grants from such moneys to be used for the purposes of the Fund.

(4) Every Regional Council shall furnish the Council with monthly reports containing *inter alia*, particulars of the benefits and assistance provided by the Fund and moneys received and disbursed for the period to which the report relates.

(5) (a) Every Regional Council in respect of the region(s) it administers, shall submit to the Council by not later than the 15th August each year, statements audited by the auditor appointed in terms of clause 10 (4) (c) and countersigned by its chairman, showing the income and expenditure of the Fund for the preceding twelve months ended 30th June and its assets and liabilities as at that date. These statements and the auditor's report thereon shall be available at the offices of the Regional Council concerned for inspection by contributors to the Fund who shall be entitled to make copies thereof or to take extracts therefrom.

(b) From the audited statements referred to herein, the General Secretary of the Council shall prepare a consolidated income and expenditure account and balance sheet of the Fund, cause these to be audited by the Council's auditors and after approval by the Council lodge copies thereof with the Industrial Registrar.

CLAUSE 12.—INDEMNITY.

The members of any Regional Council or Local Committee and the officers and employees of the Fund shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

CLAUSE 13.—DISPUTES AND APPEALS AGAINST REGIONAL COUNCILS' DECISIONS.

(1) Subject to the provisions of sub-clause (2) any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement or concerning the administration of the Fund shall be dealt with by a Regional Council *mutatis mutandis* in accordance with the procedure laid down in section 9 of the Council's Constitution.

(2) (a) A member who is not satisfied with the decision of a Regional Council in respect of any claims made by him on the Fund, may appeal to the Council and the Council's decision in this connection shall be final.

(b) In the event of a member appealing to the Council, the Regional Council concerned shall on being requested to do so by the Council's General Secretary submit details of the member's case to the Council for consideration.

CLAUSE 14.—EXPIRY OF AGREEMENT AND DISSOLUTION OF COUNCIL.

(1) In the event of the expiry of this Agreement, and unless within a period of six months after such expiry, either a new Agreement is negotiated in terms of which the Fund is continued, or the Fund is transferred by the Council to any other Fund constituted for a similar purpose to that for which the Fund was originally established, the Fund shall be liquidated.

(2) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section thirty-four (2) of the Act during any period in which this Agreement is binding, the Regional Councils in office at the time shall continue to administer the Fund until the expiry of this Agreement, whereafter the Fund shall be liquidated in the manner described in clause 15, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of the Fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

KLOUSULE 11.—FINANSIËLE BEHEER.

(1) Alle geld wat deur streekraade namens die Fonds ontvang word, moet namens die Fonds in 'n rekening(s) by 'n bank of genootskap binne 3 dae ná ontvangs gedeponeer word en alle uitbetalings uit sodanige rekening(s) moet met betrekking tot elke streek—

- (a) deur die betrokke streekraad goedgekeur word;
- (b) gedoen word deur middel van 'n tjek of ander skriftelike stuk geteken deur 2 persone wat behoorlik daartoe deur die betrokke streekraad gemagtig word;
- (c) ten opsigte van voordele, opgeskort word wanneer die totale bedrag wat daarin in die krediet van die Fonds in sodanige rekenings staan, benede R200 daal en tot tyd en wyl dit bo R400 styg.

(2) Alle koste aangegaan in verband met die administrasie van die Fonds in enige streek kom ten laste van die Fonds met betrekking tot daardie streek.

(3) Geld wat meer is as enige streekraad se maandelikse veristes soos deur sodanige streekraad vasgestel, moet maandeliks aan die Raad namens die Fonds vir belegging daarvan aangestuur word kragtens die bepalings van artikel 20 van die Wet op Onderlinge Hulpverenigings (Wet No. 25 van 1956), met dien verstande dat waar dit nodig is, die Raad toekennings uit sodanige geld kan doen wat vir die doelstellings van die Fonds gebruik moet word.

(4) Elke streekraad moet die Raad van maandverslae voorsien wat, onder andere, besonderhede bevat van die voordele en hulp deur die Fonds verskaf, asook van geld ontvang en uitbetaal vir die tydperk waarop die verslag betrekking het.

(5) (a) Elke streekraad moet ten opsigte van die streek of streke wat hy administreer, op of voor 15 Augustus elke jaar state voorlê wat geouditeer is deur die ouditeur aangestel kragtens klousule 10 (4) (c) en deur sy voorsitter medeonderteken, wat die inkomste en uitgawes van die Fonds vir die voorafgaande 12 maande geëindig 30 Junie en sy bates en laste op daardie datum aantoon. Hierdie state en die ouditeur se verslag daarvoor moet by die kantore van die betrokke streekraade beskikbaar wees vir insae deur bydraers tot die Fonds wat die reg het om afskrifte daarvan of uittreksels daaruit te maak.

(b) Uit die geouditeerde state hierin bedoel, moet die Sekretaris van die Raad 'n gekonsolideerde inkomste-en-uitgawerekening en 'n balansstaat van die Fonds opstel, dit deur die Raad se ouditeurs laat ouditeer en, ná goedkeuring deur die Raad, afskrifte daarvan by die Nywerheidsregistrator indien.

KLOUSULE 12.—VRYWARING.

Die lede van enige streekraad of plaaslike komitee en die ampsdraers en werknemers van die Fonds is nie vir die skulde en laste van die Fonds aanspreeklik nie en hulle word hierby deur die Fonds gevrywaar teen alle verliese en onkoste wat hulle in of in verband met die *bona fide* uitvoering van hul pligte ly en aangaan.

KLOUSULE 13.—GESKILLE EN APPELLE TEEN BESLISSINGS VAN STREEKRADE.

(1) Behoudens die bepalings van subklousule (2) moet alle geskille betreffende die uitlegging, betekenis of bedoeling van enige bepaling van hierdie Ooreenkoms of betreffende die administrasie van die Fonds *mutatis mutandis* ooreenkomstig die prosedure in artikel 9 van die Raad se konstitusie bepaal, deur 'n streekraad behandel word.

(2) (a) 'n Lid wat nie tevrede is nie met die beslissing van 'n streekraad ten opsigte van enige eise deur hom op die Fonds ingestel, mag na die Raad appelleer en die Raad se beslissing is in hierdie verband afdoende.

(b) Ingeval 'n lid na die Raad appelleer, moet die betrokke streekraad, wanneer hy aldus deur die Hoofsekretaris van die Raad versoek word, besonderhede van die lid se saak aan die Raad vir oorweging voorlê.

KLOUSULE 14.—VERSTRYKING VAN OOREENKOMS EN ONTBINDING VAN RAAD.

(1) Ingeval hierdie Ooreenkoms verstryk en tensy daar binne 'n tydperk van 6 maande ná sodanige verstryking of oor 'n nuwe Ooreenkoms onderhandel word waarkragtens die Fonds voortgesit word, of die Fonds deur die Raad oorgeplaas word na 'n ander Fonds wat vir 'n soortgelyke doel ingestel is as dié waarvoor die Fonds oorspronklik ingestel was, moet die Fonds gelikwedeer word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer kragtens artikel 34 (2) van die Wet gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, moet die streekraade wat op daardie tydstip nog funksioneer, voortgaan om die Fonds te administreer totdat hierdie Ooreenkoms verstryk, waarna die Fonds gelikwedeer moet word op die wyse beskryf in klousule 15, en indien by sodanige verstryking die sake van die Raad reeds beredder is en sy bates verdeel is, moet die balans van die Fonds verdeel word soos by artikel 34 (4) van die Wet bepaal asof dit deel van die algemene fondse van die Raad uitgemaak het.

(3) Any vacancies occurring on a Regional Council after the dissolution of the Council or its ceasing to function, may be filled by the Industrial Registrar from employers or employees in the Motor Industry to ensure an equality of employer and employee representatives and alternates in the membership of such Regional Council. In the event of any Regional Council being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Industrial Registrar, he may appoint to carry out the duties of such Regional Council a trustee or trustees who shall possess all the powers of such Regional Council for the purpose.

CLAUSE 15.—LIQUIDATION.

Upon liquidation of the Fund in terms of clause 14 (1) hereof the moneys remaining to the credit of the Fund after payment of all claims including administration and liquidation expenses, shall be paid into the general funds of the Council.

CLAUSE 16.—AGENTS.

The Council or the Regional Councils may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent in connection with his investigations.

CLAUSE 17.—EXEMPTIONS.

The Council or a Regional Council in respect of the region it administers, may grant exemption from any of the provisions of this Agreement under such terms and conditions and for such period as it may determine.

CLAUSE 18.—EXHIBITION OF AGREEMENT.

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

CLAUSE 19.—PRESCRIPTION.

A Regional Council shall have the right to refuse to review the manner in which a claim has been dealt with by the Fund if a period of more than two years has elapsed since the date the claim in question was originally paid or rejected.

ANNEXURE A TO MOTOR INDUSTRY NATIONAL HEALTH FUND AGREEMENT.

APPLICATION FOR MEMBERSHIP AND REGISTRATION OF DEPENDANTS.

I (full name in block letters)
a member of the following Trade Union
Union No. employed by (employer's name
and address) and residing
at (applicant's private address)
my date of birth being (day) (month)
..... (year) and occupation hereby
apply to be registered as a member of the Motor Industry National
Health Fund and for the registration of the undermentioned
dependants. I agree to abide by the provisions of the Fund's
rules in force from time to time. My Identity Card No. is.....

I am single/married/widowed/divorced. (Delete whichever does not apply.)

NOTE.—Answer "Yes" or "No" to the following questions, and if the answer is "Yes", then give full details:—

(1) Do you or any of your dependants, or have you or any of your dependants at any time suffered from any deformity, maiming, physical defect, chronic disease or from any illness whatsoever, even in a slight form?

(2) Have you at any time previously contributed to this Fund in this or any other Region?

PARTICULARS OF DEPENDANTS.

Full Name (block letters).	Exact Date of Birth.	Chronic Disabilities.	Relation- ship.

(3) Alle vakatures wat in 'n streekraad ontstaan ná die ontbinding van die Raad of nadat hy opgehou het om te funksioneer, mag deur die Nywerheidsregistrator gevul word uit werkgewers en werknemers in die Motornywerheid ten einde 'n gelyke getal werkgewer- en werknemerverteenwoordigers en plaasvervangers in die ledetal van sodanige streekraad te verseker. Ingeval enige streekraad nie in staat is nie of onwillig is om sy pligte na te kom of as dit voor 'n dooie punt te staan kom wat die administrasie van die Fonds, na die mening van die Nywerheidsregistrator, onuitvoerbaar of onwenslik maak, mag hy 'n trustee of trustees aanstel wat die pligte van sodanige streekraad moet volvoer en wat vir dié doel al die bevoegdhede van sodanige streekraad vir dié doel het.

KLOUSULE 15.—LIKWIDASIE.

By likwidasië van die Fonds kragtens klousule 14 (1) hiervan moet die geld wat in die krediet van die Fonds oorbly nadat alle eise, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad inbetaal word.

KLOUSULE 16.—AGENTE.

Die Raad of die streekraad mag een of meer aangewese persone as agente aanstel om behulpsaam te wees met die uitvoering van die bepalings van hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om die persele binne te gaan, die navrae te doen en te voltooi en die dokumente, boeke, loonstate, tydstate en betaalkaarte te ondersoek, en om die individue te ondervra en om al die stappe te doen wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en niemand mag teenoor sodanige agent 'n valse verklaring in verband met sy ondersoek afleë nie.

KLOUSULE 17.—VRYSTELLINGS.

Die Raad of 'n streekraad mag ten opsigte van die streek wat hy administreer, vrystelling verleen van enigeen van die bepalings van hierdie Ooreenkoms kragtens sodanige bedinge en vir sodanige tydperk as wat hy mag bepaal.

KLOUSULE 18.—VERTONING VAN OOREENKOMS.

Elke werkgewer in die streke hierin omskryf, moet op een of ander opvallende plek op sy perseel 'n afskrif van hierdie Ooreenkoms in die vorm wat deur die regulasies kragtens die Wet voorgeskryf word, in leesbare letters, in albei amptelike tale van die Republiek van Suid-Afrika, opplak en dit daar opgeplak hou.

KLOUSULE 19.—VERJARING.

'n Streekraad het die bevoegdheid om te weier om die wyse te hersien waarop 'n eis deur die Fonds behandel is indien meer as 2 jaar verloop het sedert die datum waarop die betrokke eis oorspronklik uitbetaal of geweier is.

AANHANGSEL A VAN MOTORNYWERHEID SE NASIONALE GESONDHEIDSFONDSOOREENKOMS.

AANSOEK OM LIDMAATSKAP EN REGISTRASIE VAN AFHANKLIKES.

Ek (volle naam in blokletters)
'n lid van die volgende Vakvereniging
Vakvereniging No. in diens by (werk-
gewer se naam en adres)
en woonagtig te (applikant se private adres)
gebore (dag) (maand)
..... (jaar) en bedryf
doen hierby aansoek om as lid van die Motornywerheid se
Nasionale Gesondheidsfonds geregistreer te word en om die
registrasie van ondergenoemde afhanklikes. My persoonsnom-
mer is

Ek is ongetroud/getroud/wewenaar/geskei. (Skrap wat nie van toepassing is nie.)

OPMERKING.—Antwoord Ja of Nee op die volgende vrae, en as die antwoord Ja is, verstrek dan volle besonderhede:—

(1) Ly u of enigeen van u afhanklikes of het u en/of u afhanklikes te eniger tyd gely aan enige wanskapenheid, verminking, liggaamlike gebrek, chroniese siekte of aan enige siekte hoegenaamd, selfs van geringe aard?

(2) Het u te eniger tyd voorheen tot hierdie Fonds in hierdie of enige ander streek bygedra?

BESONDERHEDE VAN AFHANKLIKES.

Volle naam (blokletters).	Presiese datum van geboorte.	Chroniese ongeskikthede.	Verwant- skap.

I solemnly and sincerely declare that all the particulars given by me in this form are to the best of my knowledge and belief true and correct, that the above-mentioned dependants are free from disease or infirmity of a chronic nature except as specified above and that my *child/children *is/are not in receipt of an income.

Dated thisday of.....19.....
Signature of Contributor.....

*Please delete that which is not applicable.

DEATH BENEFIT.

I the event of my death I nominate as my beneficiary.....
.....(full name, Mr./Mrs./Miss).
Relationship.....
Address.....
Identity number (where applicable).....
If beneficiary is a minor, state date of birth.....
Date..... Signature of Contributor.....

FOR OFFICE USE ONLY.

Date received..... Date registered.....
Registration No.....

Signed at Johannesburg on behalf of the parties, on this 12th day of September, 1966.

F. J. HACKNEY,
President of the Council.

Signed at Durban on behalf of the parties, on this 8th day of September, 1966.

G. E. MERRETT,
Vice-President of the Council.

Signed at Johannesburg on this 1st day of September, 1966.

H. G. RINGROSE,
Secretary of the Council.

No. R. 787.] [30 May 1967.
INDUSTRIAL CONCILIATION ACT, 1956.

MOTOR INDUSTRY.

CANCELLATION OF GOVERNMENT NOTICE.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (5) of the Industrial Conciliation Act, 1956, as amended, cancel Government Notice No. R. 966 of the 26th June, 1964, as from the 1st June, 1967.

M. VILJOEN,
Minister of Labour.

No. R. 788.] [30 May 1967.
INDUSTRIAL CONCILIATION ACT, 1956.

MOTOR INDUSTRY.

AMENDMENT OF PENSION FUND AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Motor Industry, shall be binding from the 1st June, 1967, and for the period ending the 30th June, 1969, 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.

M. VILJOEN,
Minister of Labour.

Ek verklaar plegtig en opreg dat al die besonderhede wat ek in hierdie vorm verstrek het, na my beste wete en oortuiging, waar en korrek is, dat bogenoemde afhanklikes vry van enige siekte of swakheid van 'n chroniese aard is, behalwe soos hierbo gespesifiseer en dat my *kind/*kinders geen inkomste ontvang nie.

Gedateer op hede die.....dag van.....19.....

Handtekening van bydraer.....

(*Skrap aub. wat nie van toepassing is nie.)

STERFTEVOORDELE.

Ingeval ek te sterwe kom: benoem ek as my begunstigde
.....(volle naam, mr./mev./mej.)
Verwantskap.....
Adres.....
Persoonsnommer (waar van toepassing).....
As begunstigde 'n minderjarige is, noem datum van geboorte
Datum..... Handtekening van bydraer.....

SLEGS VIR KANTOORGEBRUIK.

Datum ontvang.....datum geregistreer.....
Registrasienommer.....

Namens die partye in Johannesburg geteken op hede die 12de dag van September 1966.

F. J. HACKNEY,
President van die Raad.

In Durban namens die partye geteken op hede die 8ste dag van September 1966.

G. E. MERRETT,
Ondervoorsitter van die Raad.

In Johannesburg geteken op hede die 1ste dag van September 1966.

H. G. RINGROSE,
Sekretaris van die Raad.

No. R. 787.] [30 Mei 1967.
WET OP NYWERHEIDSVERSOENING, 1956.

MOTORNYWERHEID.

INTREKKING VAN GOEWERMENTS-KENNISGEWING.

Ek, MARAIS VILJOEN, Minister van Arbeid, trek hierby kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, soos gewysig, Goewermetskennisgewing No. R. 966 van 26 Junie 1964 vanaf 1 Junie 1967 in.

M. VILJOEN,
Minister van Arbeid.

No. R. 788.] [30 Mei 1967.
WET OP NYWERHEIDSVERSOENING, 1956.

MOTORNYWERHEID.

WYSIGING VAN PENSIOENFONDSOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, vanaf 1 Junie 1967 en vir die tydperk wat op 30 Junie 1969 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat die Wysigingsooreenkoms aangegaan het en vir dié werkgewers en werknemers wat lede van genoemde organisasies of verenigings is.

M. VILJOEN,
Minister van Arbeid.

SCHEDULE.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY.

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, by and between

The South African Motor Industry Employers' Association and The South African Vehicle Builders' and Repairers' Association (hereinafter referred to as "the employers" or "the employers' organisations"), of the one part, and

The Motor Industry Employees' Union of South Africa

The Motor Industry Staff Association and

The Motor Industry Coloured Workers' Union

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

being parties to the National Industrial Council for the Motor Industry.

That the Agreement (Motor Industry Pension Fund) published under Government Notice No. R. 965 of 26th June, 1964, is hereby amended by—

- (1) the deletion of the definition of "journeyman" and the substitution of the following:—

"journeyman" means an employee who is validly in possession of a Grade A membership card issued to him by the Motor Industry Employees' Union of South Africa or by the Motor Industry Coloured Workers' Union, or who is permitted by a Licence of Exemption issued in terms of clause 4 of the Council's Main Agreement to perform journeyman's work in a vehicle body building establishment."

- (2) the deletion of sub-clause 5 (1), and the substitution of the following:—

"Every journeyman for whom membership of the Fund is compulsory in terms of clause 4 (1) shall contribute an amount of R1 to the Fund in respect of each week of his employment in the Motor Industry; provided that where a journeyman receives or is entitled to receive wages for less than 23 hours in any week, no contributions shall be payable by him in respect of such week."

10th June, 1966.

Signed at Johannesburg on behalf of the parties this 7th day of November, 1966.

F. J. HACKNEY,
President of the Council.

Signed at Durban on behalf of the parties this 28th day of October, 1966.

G. E. MERRETT,
Vice-President of the Council.

Signed at Johannesburg on behalf of the parties this 24th day of October, 1966.

H. G. RINGROSE,
Secretary of the Council.

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID.

OOREENKOMS

gesluit in ooreenstemming met die bepalinge van die Wet op Nywerheidsversoening, 1956, soos gewysig, deur en tussen die South African Motor Industry Employers' Association en die South African Vehicle Builders' and Repairers' Association (hieronder "die werkgewers" of "die werkgewersorganisasie" genoem), aan die een kant, en die

Motor Industry employee's Union of South Africa,

Die Motor Industry Staff Association, en

Die Motor Industry Coloured Workers' Union

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

wat die partye by die Nasionale Nywerheidsraad vir die Motor-nywerheid is.

Dat die Ooreenkoms (Pensioenfondse vir die Motornywerheid) gepubliseer by Goewermentskennisgewing No. R. 965 van 26 Junie 1964 hierby gewysig word deur—

- (1) die skrapping van die woordskrywing van "vakman" en die vervanging daarvan deur die volgende:—

"vakman" beteken 'n werknemer wat wettig in besit is van 'n Graad A-lidmaatskapkaart aan hom uitgereik deur die Motor Industry Employees' Union of South African of deur die Motor Industry Coloured Workers' Union, of wat kragtens 'n vrystellings-lisensie, uitgereik kragtens klousule 4 van die Raad se Hoof-ooreenkoms, toegelaat word om vakmanswerk in 'n voertuigbakkou-inrigting te verrig."

- (2) die skrapping van klousule 5 (1) en die vervanging daarvan deur:—

"Elke vakman vir wie lidmaatskap van die Fonds verpligtend is ingevolge klousule 4 (1), moet 'n bedrag van R1 tot die Fonds bydrae ten opsigte van elke week van sy diens in die Motornywerheid; met dien verstande dat waar 'n vakman 'n loon vir minders as 23 uur in enige bepaalde week ontvang of daarop geregtig is, geen bydraes deur hom ten opsigte van sodanige week betaalbaar is nie."

10 Junie 1966.

Namens die partye op hede die 7de dag van November 1966 in Johannesburg onderteken.

F. J. HACKNEY,
President van die Raad.

Namens die partye op hede die 28ste dag van Oktober 1966 in Durban onderteken.

G. E. MERRETT,
Onderpresident van die Raad.

Namens die partye op hede die 24ste dag van Oktober 1966 in Johannesburg onderteken.

H. G. RINGROSE,
Sekretaris van die Raad

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