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VAN DIE REPUBLIEK VAN SUID-AFRIKA

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GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN MANNEKRAGBENUTTING

R.1495] [25 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

MOTORNYWERHEID

HOOFOOREENKOMS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby—

(a) kragtens artikel 48 (1) *(a)* van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motornywerheid betrekking het, met ingang van 28 Julie 1980 en vir die tydperk wat op 30 Junie 1982 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 verenigings is;

(b) kragtens artikel 48 (1) *(b)* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd in die Aanhef en dié vervat in klousules 1 (1), 5 (10) *(f)*, 7, 12, 13, 26 en 29 van Afdeling A en klousule 1 (3) van Afdeling B, met ingang van 28 Julie 1980 en vir die tydperk wat op 30 Junie 1982 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

GOVERNMENT NOTICES

DEPARTMENT OF MANPOWER UTILISATION

R.1495] [25 July 1980

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY

MAIN AGREEMENT

I, STEPHANUS PETRUS BOTHA, Minister of Manpower Utilisation, hereby—

(a) in terms of section 48 (1) *(a)* of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry, shall be binding, with effect from 28 July 1980 and for the period ending 30 June 1982, 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 the Preamble and those contained in clauses 1 (1), 5 (10) *(f)*, 7, 12, 13, 26 and 29 of Division A and clause 1 (3) of Division B, shall be binding, with effect from 28 July 1980 and for the period ending 30 June 1982, 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

Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai en daardie gedeelte van die landdrosdistrik Somerset-Wes wat deur Cape Explosives Works Limited geokkupeer word; en

(c) kragtens artikel 48 (3) *(a)* van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd in die Aanhef en dié vervat in klousules 1 (1), 5 (10) *(f)*, 7, 12, 13, 26 en 29 van Afdeling A en klousule 1 (3) van Afdeling B, met ingang van 28 Julie 1980 en vir die tydperk wat op 30 Junie 1982 eindig, in die gebiede gespesifiseer in paragraaf *(b)* van hierdie kennisgewing *mutatis mutandis* bindend is vir alle persone wat nie werknemers is nie en wat in diens is in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van sodanige persone in hul diens.

S. P. BOTHA
Minister van Mannekragbenutting

BYLAE

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

HOOFOOREENKOMS

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

South African Motor Industry Employers' Association
en die
South African Vehicle Builders' and Repairers' Association

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

Motor Industry Employees' Union of South Africa
Motor Industry Staff Association
en die
Motor Industry Combined Workers' Union

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

wat die partye is by die Nasionale Nywerheidsraad vir die Motornywerheid.

INDELING VAN OOREENKOMS

Hierdie Ooreenkoms word soos volg ingedeel:

Aanhef: Geldigheidsduur van Ooreenkoms.

Afdeling A: Woordomskrywing en bepalings wat op alle bedryfsinrigtings in die Nywerheid van toepassing is.

Afdeling B: Bepalings met betrekking tot kantoor-, pakhuis-, verkoops- en klerklike werknemers.

Afdeling C—Hoofstuk I: Bepalings met betrekking tot alle bedryfsinrigtings, uitgesonderd dié wat ingevolge Hoofstukke II, III, IV of V geregistreer is.

Hoofstuk II: Spesiale bepalings van toepassing op werkgewers en werknemers in voertuigbakbouinrigtings.

Deel I: Van toepassing op alle voertuigbakbou- of herstelinrigtings.

Deel II: Van toepassing op slegs dié voertuigbakbouinrigtings wat by die Raad geregistreer is as bedryfsinrigtings onder Hoofstuk II, Deel II.

Hoofstuk III: Spesiale bepalings van toepassing op werkgewers en werknemers in bedryfsinrigtings wat by die Raad geregistreer is as vervaardigingsinrigtings.

Hoofstuk IV: Spesiale bepalings van toepassing op werkgewers en werknemers in bedryfsinrigtings wat by die Raad geregistreer is as motoringenieursinrigtings.

Hoofstuk V: Spesiale bepalings van toepassing op werkgewers en werknemers in bedryfsinrigtings wat by die Raad geregistreer is as vernuwingsinrigtings.

the port and settlement of Walvis Bay and 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 areas specified in paragraph *(b)* of this notice and with effect from 28 July 1980 and for the period ending 30 June 1982, the provisions of the said Agreement, excluding the Preamble and those contained in clauses 1 (1), 5 (10), *(f)*, 7, 12, 13, 26 and 29 of Division A and clause 1 (3) of Division B, shall *mutatis mutandis* be binding upon all persons who are not employees and who are 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 such persons in their employ.

S. P. BOTHA
Minister of Manpower Utilisation

SCHEDULE

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

MAIN AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, entered into 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;
Motor Industry Staff Association
and the
Motor Industry Combined 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.

DIVISION OF AGREEMENT

This Agreement is divided as follows:

Preamble: Period of Operation of Agreement.

Division A: Definitions and provisions which apply to all establishments in the Industry.

Division B: Provisions relating to office, stores, sales and clerical employees.

Division C—Chapter I: Provisions relating to all establishments other than those registered under Chapters II, III, IV or V.

Chapter II: Special provisions applicable to employers and employees in vehicle body building establishments.

Part I: Applies to all vehicle body building or repairing establishments.

Part II: Applies only to those vehicle body building establishments which are registered with the Council as Chapter II, Part II establishments.

Chapter III: Special provisions applicable to employers and employees in establishments registered with the Council as manufacturing establishments.

Chapter IV: Special provisions applicable to employers and employees in establishments registered with the Council as automotive engineering establishments.

Chapter V: Special provisions applicable to employers and employees in establishments registered with the Council as reconditioning establishments.

INDEKS

Bladsy

Aansporingsloon 57, 66
Addisionele vakansiebesoldiging 33, 35, 59, 68, 88, 95, 110
AE Ontwikkelingsfonds 32
Afdanking (sien Kennisgewing)
Aflosklerk 19, 37, 44
Afmerk 12, 15, 17
Aftrekkings 24, 42, 58, 67, 69, 84, 86, 88, 106
Afwesigheid 54, 57, 66, 69, 70, 83, 84, 85, 88, 93, 95
Algemene werker:
  Graad I 10, 28, 47, 74, 78, 90, 102
  Graad II 10, 28, 47, 64, 74, 78, 90, 102
Ankers 101
Ankerwikkelaar 7, 101
A.V.B.—sien Addisionele vakansiebesoldiging
B/A-vakman 7, 21, 29, 45
Bakbou 22, 36, 64
Bakherstelwinkelassistent 7, 9, 45, 61
Bande 10, 11
Batterye 7, 10, 45
Bedryfsinrigting (sien Inrigting) 10
Belegging 35
Besigheidsure 62, 101
Bestuurders 6
Betaaldag 23
Bewys (sien Verlof)
Blokvrylating 32
Bonus:
  Stelwerk 17, 18, 76, 77, 80, 81, 103, 104
  Vakansie 43
Boorwerk 15, 21, 61
Bromponies 12, 21, 32, 51
Bybehorewinkel 6, 63
Bydraes (sien Heffing, ledegeld)
Bywoningsregister 26
Deeltyds 19, 38
Diensbeëindiging (sien Kennisgewing)
Dienssertifikaat 32, 116
Diensstasie 10, 39, 63
Diensverkoper 21, 30, 51, 53, 92
Diesel 9, 89
Direkteure 28
Drostery (diensverlating) 85, 96
Differensiële lone 80
Drukplate 8, 20
Dryf 32
Enjinstroper (sien Stroping)
Etenspouses (sien Maaltydpouses)
Fiets (sien Toelaes)
Gebeurlikheidsreserwes 34
Gebiede 3, 4
Gekwalifiseer 19
Gereedheidsdiens 40, 55, 94
Gereedskap ..... 10, 60, 72, 99, 117, ens.
Geslote werkwinkel 27
Getalsverhouding 43, 62, 91
Getuigskrif (sien Dienssertifikaat)
Handelsreisiger 22, 30, 37
Heffings 26
Herhaling 21, 81
Herstelwinkelassistent 20, 50, 61
Immigrante 28
Inrigting 10
Inspeksies 15, 25
Inwoning (sien Kos en inwoning)
Jaarlikse verlof (sien Verlof)
Kantoorwerknemers (sien Klerke)
Kennisgewing 28, 43, 109
Kennisgewings 25, 116
Kleppe 10
Klerk 9, 19, 36, 44
Kommissie 29
Koppellaars 8, 15, 20
Korttyd 22, 41, 45, 54, 57, 71, 84, 94, 106
Kos en inwoning 24, 30
Kosteberekening 38
Kwekelinge 6
Landbou 13, 14
Ledegeld:
  SAMIEA 27
  MIEU 27
  MISA 27
  MICWU 27

INDEX

Page

Absenteeism 54, 57, 66, 69, 70, 83, 84, 85, 88, 93, 95
Accessory shop 6, 63
Accrued leave 41, 43, 57, 58, 66, 85, 96, 97, 108
Additional holiday pay 33, 35, 59, 68, 88, 98, 110
AE Development Fund 32
Agricultural 13, 14
A.H.P. (see Additional holiday pay)
Aircraft 14
Allowances (see Overalls, tools)
  Bicycle 29
  Car 31
  Meals 39, 54, 70, 83, 93
  Subsistence 30
  Travelling 30
Annual leave (see Leave)
Apprentices 6, 21, 26, 28, 35
Areas 3, 4
Armatures 101
Armature winder 7, 101
Assembly 14, 15, 16, 17, 21, 49
Attendance record 26
Automotive engineering 13
Automotive engineering establishment(s) 7, 89
B/A journeyman 7, 21, 29, 45
Backyarding 29
Batteries 7, 10, 45
Bicycle (see Allowances)
Block release 32
Board and lodging 24, 30
Body building 22, 36, 64
Body shop assistant 7, 9, 45, 61
Bonus:
  Holiday 43
  Setting 17, 18, 76, 77, 80, 81, 103, 104
Brakes 8, 9, 101
Call-out 40, 56, 94
Casual employee 9, 33, 44
Certificate of service 32, 116
Cession 34
Char 9, 26, 28, 47, 64, 78, 101
Chopper out 9, 78
Clerical employee 9, 19, 36, 44
Closed shop 27
Clutches 8, 15, 20
Commission 29
Contingency reserves 34
Contributions (see Levies, subscriptions)
Costing 38
Council returns (see Returns)
Cutter 9, 78
Defence Act (see Military service)
Deductions 24, 42, 58, 67, 69, 84, 86, 88, 106
Desertion 85, 96
Development Fund (see Motor Industry AE, MICWU)
Diesel 9, 89
Differential wages 30
Director 28
Dismissal (see Notice)
Drilling 15, 21, 61
Driving 32
Emergency 9, 40
Engine stripper (see Stripping)
Establishment 10
Excluded employees 36
Exemptions 23
Exhaust systems 8, 12, 20
Exhibition of Agreement (see Notices)
Experience 38, 53, 77, 81, 92, 101, 104
Female employees 38, 53, 65, 82, 92, 93, 105
Fibreglass 16, 17
Filling station 10, 39, 63
Foremen 6
General worker:
  Grade I 10, 28, 47, 74, 78, 90, 102
  Grade II 10, 28, 47, 64, 74, 78, 90, 102
Graveyard 12, 13, 63
Greasing 11
Holiday bonus (see Bonus)
Hourly wage 44
Hours of work 25, 38, 53, 65, 82, 92, 105
Immigrant 28
Incentive bonus schemes 57, 66

Blasdy

Leweransier—verkoopspersoon 22, 37
Lone:
Registers 25
Skale 37, 52, 65, 77, 81, 92, 104
Los werknemers 9, 33, 44
Maaltyd pouses (etenspouses) 38, 53, 65, 82, 92, 105
Maandelikse opgawes (sien Opgawes)
Maandelikse werknemers 24, 42, 97, 108
Masjiensteller 12, 18, 103
Masjienstikker 21, 81
Masjineer 10, 12, 17, 79
Meet 18
MICWU 27, 28, 36
MICWU-ontwikkelingsfonds 33
MIEU 27, 28
Mikrometerbonus 81
Militêre diens 41, 42, 57, 58, 59, 66, 67, 86, 96, 108, 109
Minimum ouderdom 33
MISA 27, 36
Mobiele werkwinkel 31
Monteer 14, 15, 16, 17, 21, 49
Motorfietse 12, 32, 49
Motoringenieurswerk 13
Motoringenieursinrigting(s) 7, 89
Motorsloopwerf (sien Sloopwerf)
Noodwerk 9, 40
Olie 11
Onderhoud 68, 88, 102, 110
Onderverhuring 31
Ondervinding 38, 53, 77, 81, 92, 101, 104
Ontwikkelingsfonds Motornywerheid 32
Oorpakke 43, 60, 72, 89, 99, 111
Oortyd 6, 39, 54, 69, 83, 93, 106
Openbare vakansiedae (sien Vakansiedae)
Opgawes 26
Opgelope verlof 41, 43, 57, 58, 66, 85, 96, 97, 108
Pakhuisman 22, 36
Parkeer 10, 19, 53, 58
Patroonsnyermaker 19, 81
Petrol 63
Ponskaarte 19, 36
Raadsopgawes (sien Opgawes)
Registrasie 25, 112
Remme 8, 9, 101
Rente 27, 67
Republiekdag 84
Reistoelae (sien Toelaes)
Roep 40, 56, 94
Ruspouse (sien Teepouse)
Salarisse 23
SAMIEA 27
Sessie 34
Setlaarsdag 55
Siekteverlof 33, 42, 67, 69, 86, 99, 109
Sitplekoortreksels 8, 15, 20
Skof 21, 41, 57, 63, 72, 84, 85, 92, 107
Skokbrekers 8, 13, 20
Skoonmaakster 9, 26, 28, 47, 64, 78, 101
Skuldvergelyking (E. *set-off*) 111
Sleepwaens 14
Sloopwerf 12, 13, 63
Smeer 11
Snyer 9, 78
Sondae 6, 40, 55, 56, 71, 83, 94, 106
Speekwielsteller 22, 51
Sportklubs 24
Stelwerk 12, 18, 103
Streke 19
Stroping 9, 12, 16, 21, 51, 89
Stukwerk 19, 29
Sweis 8, 15, 17
Teepouses 38, 53, 83, 105
Toelaes (sien Oorpakke, Gereedskap)
Fiets 29
Motor 31
Maaltye 39, 54, 70, 83, 93
Reis 30
Verblyf 30
Toesighou 22, 51
Trekker 13, 14
Tuiswerk (E. *backyarding*) 29
Tydopnemer 22, 36
Uitlaatstelsels 8, 12, 20

Page

Inspecting 15, 25
Insurance 24
Interest 27, 69
Investment 35
Journeyman 12, 21, 29, 73, 78, 89, 101
Leave (see also Accrued leave)
Voucher 5, 59, 68, 87, 109, 115
Closing 68, 95, 108
Letting (see Sub-letting)
Levies 26
Licences of exemption (see Exemption)
Lodging (see Board and lodging)
Machining 10, 12, 17, 79
Machine setter (see Setting)
Maintenance 68, 88, 102, 110
Managers 6
Manufacturing 12, 36, 77, 89
Marking off 12, 15, 17
Meal breaks 38, 53, 65, 82, 92, 105
Measuring 18
Micrometer bonus 81
MICWU 27, 28, 36
MICWU Development Fund 33
MIEU 27, 28
Military service 41, 42, 57, 58, 59, 66, 67, 86, 96, 108, 109
Minimum age 33
MISA 27, 36
Mobile workshops 31
Monthly employees 24, 42, 97, 108
Monthly returns (see Returns)
Motor cycles 12, 32, 49
Motor graveyard (see Graveyard)
Motor Industry Development Fund 32
Notice 28, 43, 109
Notices 25, 116
Office employees (see Clerical employees)
Oiling 11
Operative Engine Assembler 14, 29, 91
Operative:
Grade 1 ..... 15, 79
Grade 2 ..... 15, 80
Grade 3 ..... 16, 80
Grade 4 ..... 16, 81
Grade 5 ..... 16, 81
Grade AR 16, 103
Grade AV 17, 75
Grade BR 17, 104
Grade BV 17, 75
Grade CR 17, 104
Grade CV 17, 75
Grade DR 18, 104
Grade DV 18, 76
Machinist 18, 91, 99
Supervisor 19, 81, 104
Grade VL 18, 64, 76
Overalls 43, 60, 72, 89, 99, 111
Overtime 6, 39, 54, 69, 83, 93, 106
Painting 10, 11, 18
Parking 10, 19, 53, 58
Partners 33
Part-time 19, 38
Pattern cutter maker 19, 81
Pay-day 23
Petrol 63
Piece-work 19, 29
Pressure plates 8, 20
Presumptions 34
Prohibited employment 29
Public holidays 40, 45, 54, 56, 58, 70, 71, 83, 84, 95, 107
Closing 71, 110
Punched cards 19, 36
Qualified 19
Radiators 8, 10, 13, 19, 20, 50
Ratio 43, 62, 91
Reconditioning 19, 101
Regions 19
Registration 25, 112
Relief employees 19, 37, 44
Repair shop assistant 20, 50, 61
Repetitive 21, 81
Republic Day 84
Rest intervals (see Tea breaks)
Returns 26

Bladsy

Uitsnyer 9, 78
Uurloon 44
Vakansiebonus (sien Bonus)
Vakansiedae, openbare..... 40, 45, 54, 56, 58, 70, 71, 83, 84, 95, 107
Sluit..... 71, 110
Vakleerlinge..... 6, 21, 26, 28, 35
Vakman 12, 21, 29, 73, 78, 89, 101
Vakverenigingarbeid 27
Vennote 33
Verbode op indiensneming 29
Verdedigingswet (sien Militêre diens)
Vere 8
Verf..... 10, 11, 18
Verhuring (sien Onderverhuring)
Verkoelers 8, 10, 13, 19, 20, 50
Verkoopspersoon 14, 19, 21, 30, 36
Verlof (sien ook Opgelope verlof):
Bewys 5, 59, 68, 87, 109, 115
Sluiting..... 68, 95, 108
Vernuwing 19, 101
Veronderstellings 34
Versekering..... 24
Vertoning van Ooreenkoms (sien Kennisgewings)
Vervaardiging..... 12, 36, 77, 89
Veselglas 16, 17
Vliegtuig..... 14
Voertuigbakbou (sien Bakbou)
Voormanne..... 6
Voorraadopname 40, 54, 93
Vrou..... 38, 53, 65, 82, 92, 93, 105
Vrystellingsertifikate (sien Vrystellings)
Vrystellings 23
Vulkaniseer..... 22, 52
Vulstasie..... 10, 39, 63
Wag..... 23, 28, 31
Werkman:
Graad 1..... 15, 79
Graad 2..... 15, 80
Graad 3..... 16, 80
Graad 4..... 16, 81
Graad 5..... 16, 81
Graad AR..... 16, 103
Graad AV..... 17, 75
Graad BR..... 17, 104
Graad BV..... 17, 75
Graad CR..... 17, 104
Graad CV..... 17, 75
Graad DR..... 18, 104
Graad DV..... 18, 76
Graad VL..... 18, 64, 76
Werkman-enjinmonteur.....14, 29, 91
Werkmanmasjinis 18, 91, 99
Werkman (toesighouer) 19, 81, 104
Werkure..... 25, 38, 53, 65, 82, 92, 105
Werkwinkeladministrasiepersoneel..... 23, 39, 40, 54
Werkwinkelwerknemer..... 22, 23, 53, 92
Wiele (balanseer) 8, 14, 21
Winkelassistent 21, 37, 44

AANHEF
GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Mannekragbenutting ingevolge artikel 48 (1) van die Wet vasstel en bly van krag vir die tydperk wat op 30 Junie 1982 eindig, of vir sodanige tydperk as wat die Minister bepaal.

AFDELING A

WOORDOMSKRYWING EN BEPALINGS WAT OP ALLE BEDRYFSINRIGTINGS IN DIE NYWERHEID VAN TOEPASSING IS

Klousule 1—Toepassingsbestek

(1) Behoudens subklousule (3) van hierdie klousule en klousule 1 van Afdeling B moet hierdie Ooreenkoms nagekom word oral in die Republiek van Suid-Afrika (uitgesonderd die gebied geokkupeer deur Cape Explosives Works Ltd., Somerset-Wes) deur die werkgewers en die werknemers in die Motornywerheid wat lede van die werkgewersorganisasies en die vakverenigings is.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms van toepassing op—

Page

Salaries 23
Salesperson 14, 19, 21, 30, 36
SAMIEA..... 27
Scooters 12, 21, 32, 51
Seaming machinist 21, 81
Seat covers..... 8, 15, 20
Service station 10, 39, 63
Service supply salesman 21, 30, 51, 53, 92
Set-off..... 111
Setting 12, 18, 103
Settlers' Day..... 55
Shift 21, 41, 57, 63, 72, 84, 85, 92, 107
Shock absorbers 8, 13, 20
Shop assistant 21, 37, 44
Short-time..... 22, 41, 45, 54, 57, 71, 84, 94, 106
Sick leave 33, 42, 67, 69, 86, 99, 109
Spoke wheel truer..... 22, 51
Sports clubs..... 24
Springs..... 8
Stand-by..... 40, 55, 94
Stock-taking 40, 54, 93
Storekeeper..... 22, 36
Stripping..... 9, 12, 16, 21, 51, 89
Sub-letting 31
Subscriptions:
SAMIEA..... 27
MIEU..... 27
MISA 27
MICWU..... 27
Sundays..... 6, 40, 55, 56, 71, 83, 94, 106
Supervision 22, 51
Supply salesperson..... 22, 37
Tea breaks 38, 53, 83, 105
Termination of service (see Notice)
Testimonial (see Certificate of service)
Timekeeper..... 22, 36
Tools ..... 10, 60, 72, 99, 117, *et seq.*
Tractor..... 13, 14
Trade union labour 27
Trading hours 62, 101
Trailers 14
Trainee 6
Traveller..... 22, 30, 37
Travelling allowance (see Allowances)
Tyres 10, 11
Valves..... 10
Vehicle body building establishment (see Body building)
Voucher (see Leave)
Vulcanising 22, 52
Wages:
Rates 37, 52, 65, 77, 81, 92, 104
Records..... 25
Watchman 23, 28, 31
Welding..... 8, 15, 17
Wheels..... 14
Balancing..... 8, 21
Workshop administrative staff..... 23, 39, 40, 54
Workshop employee 22, 23, 53, 92

PREAMBLE
PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on such date as may be fixed by the Minister of Manpower Utilisation in terms of section 48 (1) of the Act, and shall remain in operation for the period ending 30 June 1982, or for such period as may be determined by the Minister.

DIVISION A

DEFINITIONS AND PROVISIONS WHICH APPLY TO ALL ESTABLISHMENTS IN THE INDUSTRY

Clause 1—Scope of Application

(1) Subject to the provisions of subclause (3) of this clause and of clause 1 or Division B, 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 subclause (1), the provisions of this Agreement shall apply to—

(a) vakleerlinge slegs vir sover dit nie onbestaanbaar is met die Wet op Vakleerlinge (Wet 37 van 1944) of voorwaardes wat daarkragtens gestel is nie; en
(b) kwekelinge wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne (Wet 38 van 1951) ondergaan, slegs vir sover dit nie onbestaanbaar is met daardie Wet of voorwaardes wat daarkragtens gestel is nie.

(3) Hierdie Ooreenkoms betreffende gewone werkure, oortydwerk en Sondagwerk wat in die Bylae van hierdie subklousule uiteengesit word, is nie van toepassing op bestuurders en voormanne wat minstens die volgende ontvang nie:
(a) R140 per week indien hulle in diens is in enige van Gebiede A;
(b) R127 per week indien hulle in diens is in enige van Gebied B en C.

Bylae

Afdeling C—Hoofstuk I.....	Klousule 4—Werkure
	Klousule 5—Oortydwerk
	Klousule 7—Sondagwerk
Hoofstuk II—Deel I.....	Klousule 5—Werkure
	Klousule 8—Oortydwerk
	Klousule 10—Sondagwerk
Hoofstukke III, IV en V	Klousule 5—Werkure
	Klousule 6—Oortydwerk
	Klousule 7—Sondagwerk

KLOUSULE 2—VERBOD OP INDIENSNEMING

Ondanks andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgewer enigiemand onder die ouderdom van 21 jaar, uitgesonderd 'n vakman, 'n vakleerling ingevolge die Wet op Vakleerlinge, 1944, of 'n kwekeling wat ingevolge die Wet op Opleiding van Ambagsmanne, 1951, in diens is, emplojeer vir enige werksaamheid wat deel uitmaak van enige bedryf wat ingevolge die Wet op Vakleerlinge, 1944, vir die Motornywerheid aangewys is nie.

KLOUSULE 3—WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet, waar daar van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige wet, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

(1) ,,bybehorewinkel" 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin, waarop of waaruit reserwe- 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;

(2) ,,Wet" die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956);

(3) ,,vakleerling" 'n werknemer wat diens doen ingevolge 'n skriftelike leerlingskontrak wat geregistreer is of geag word geregistreer te wees ooreenkomstig die Wet op Vakleerlinge, 1944 (Wet 37 van 1944), en ook 'n minderjarige wat ooreenkomstig daardie Wet op proef aangestel is;

(4) ,,Gebied A (BR)" die landdrosdistrik Oos-Londen;

(5) ,,Gebied B (BR)" die landdrosdistrikte Albert, Aliwal-Noord, Barkly-Oos, Cathcart, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka en Wodehouse;

(6) ,,Gebied A (OP)" die munisipale gebiede van Despatch, Grahamstad, Port Elizabeth en Uitenhage;

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

(8) ,,Gebied A (NK)" die munisipale gebied van Kimberley;

(9) ,,Gebied B (NK)" die munisipale gebiede van De Aar, Kuruman, Mafeking, Prieska, Upington en Vryburg;

(10) ,,Gebied C (NK)" die landdrosdistrikte Barkly-Wes, Britstown, De Aar, Gordonia, Hartswater, Hay, Herbert, Hopetown, Kenhardt, Kimberley, Kuruman, Mafeking, Philipstown, Postmasburg, Prieska, Vryburg en Warrenton [maar uitgesonderd daardie munisipale gebiede wat in ,,Gebied A (NK)" en ,,Gebied B (NK)" ingesluit is];

(11) ,,Gebied A (NL)" die landdrosdistrikte Durban, Pietermaritzburg en Pinetown en die munisipale gebiede van Ladysmith, Newcastle en Umhlanga Rocks:

(12) ,,Gebied B (NL)" die landdrosdistrikte Camperdown, Rich-

(a) apprentices only in so far as they are not inconsistent with the provisions of, or any conditions fixed under the Apprenticeship Act (Act 37 of 1944); and
(b) trainees undergoing training under the Training of Artisans Act (Act 38 of 1951), only in so far as they are not inconsistent with the provisions of, or any conditions fixed under that Act.

(3) The provisions of this Agreement on ordinary hours of work, overtime and Sunday work set out in the Schedule to this subclause, shall not apply to managers and foremen who receive not less than—
(a) R140 per week if employed in any of Areas A;
(b) R127 per week if employed in any of Areas B and C.

Schedule

Division C—Chapter I.....	Clause 4—Hours of Work
	Clause 5—Overtime
	Clause 7—Sunday Work
Chapter II—Part I	Clause 5—Hours of Work
	Clause 8—Overtime
	Clause 10—Sunday Work
Chapters III, IV and V	Clause 5—Hours of Work
	Clause 6—Overtime
	Clause 7—Sunday Work

CLAUSE 2—PROHIBITED EMPLOYMENT

Notwithstanding anything to the contrary contained in this Agreement, no employer shall employ any person under the age of 21 years, other than a journeyman, an apprentice in terms of the Apprenticeship Act, 1944, or a trainee employed in terms of the Training of Artisans Act, 1951, on any operation which forms part of any trade designated for the Motor Industry in terms of the Apprenticeship Act, 1944.

CLAUSE 3—DEFINITIONS

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, shall have the same meaning as in that Act, any references to an Act shall include any amendments to such Act, and unless the contrary intention appears, words importing the masculine gender shall also include females; further, unless inconsistent with the context—

(1) "accessory shop" means any establishment or portion of an establishment wherein, whereon, or wherefrom are 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;

(2) "Act" means the Industrial Conciliation Act, 1956 (Act 28 of 1956);

(3) "apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act, 1944 (Act 37 of 1944), and includes a minor employed on probation in terms of that Act;

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

(5) "Area B (BR)" means the Magisterial Districts of Albert, Aliwal North, Barkly East, Cathcart, Elliot, Fort Beaufort, Indwe, King William's Town, Komga, Lady Grey, Maclear, Molteno, Queenstown, Sterkstroom, Stockenström, Stutterheim, Tarka and Wodehouse;

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

(7) "Area B (EP)" means the Magisterial Districts of Aberdeen, Adelaide, Albany (excluding the municipal area of Grahamstown), Alexandria, Bathurst, Bedford, Calitzdorp, Cradock, Colesberg, George, Graaff-Reinet, Hankey, Hanover, Hofmeyr, Humansdorp, Jansenville, Joubertina, Kirkwood, Knysna, Middelburg (C.P.), Mossel Bay, Murraysburg, Noupoort, Oudtshoorn, Pearston, Port Elizabeth (excluding the municipal area of Port Elizabeth), Richmond (C.P.), Steynsburg, Steytlerville, Somerset East, Uitenhage (excluding the municipal areas of Despatch and Uitenhage), Uniondale, Venterstad and Willowmore;

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

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

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

(11) "Area A (NL)" means the Magisterial Districts of Durban, Pietermaritzburg and Pinetown and the municipal areas of Ladysmith, Newcastle and Umhlanga Rocks;

(12) "Area B (NL)" means the Magisterial Districts of Camperdown

mond (Natal), Lionsrivier, Estcourt, Kliprivier, Dundee, Newcastle (uitgesonderd die munisipale gebied van Newcastle), Vryheid, Lower Tugela, Glencoe, Dannhauser en Mooirivier, en die munisipale gebied van Empangeni;

(13) ,,Gebied C (NL)" die distrikte en gebiede in die provinsie Natal wat nie in ,,Gebied A (NL)" en ,,Gebied B (NL)" vermeld word nie, en die landdrosdistrik Mount Currie;

(14) ,,Gebied A (OVS)" die landdrosdistrik Bloemfontein, die dorpsbestuursraadgebied van Sasolburg en die munisipale gebied van Welkom;

(15) ,,Gebied B (OVS)" die munisipale gebiede van Bethlehem, Harrismith, Kroonstad, Odendaalsrus en Parys;

(16) ,,Gebied C (OVS)" die provinsie die Oranje-Vrystaat, uitgesonderd daardie distrikte en gebiede in ,,Gebied A (OVS)" en ,,Gebied B (OVS)" vermeld;

(17) ,,Gebied A (TVL)" die landdrosdistrikte Oberholzer en Randfontein, die munisipale gebiede van Alberton, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg, (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg (Transvaal), Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort-Maraisburg, Rustenburg, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg en Witbank en die regsgebiede van die plaaslike gebiedskomitees vir Noordelike Johannesburg, Noordoostelike Johannesburg, Westelike Johannesburg en Halfway House, wat ooreenkomstig die Ordonnansie tot Instelling van 'n Gesondheidsraad vir Buite-stedelike Gebiede van 1943 (Transvaal) gestig is en die gebied wat geokkupeer word deur Clayvilledorpsgebied-uitbreiding 3 in die landdrosdistrik Pretoria;

(18) ,,Gebied C (TVL)" die provinsie Transvaal, uitgesonderd die distrikte en gebiede in ,,Gebied A (TVL)" vermeld;

(19) ,,Gebied A (WP)" die landdrosdistrikte Bellville, Die Kaap, Goodwood, Kuilsrivier, Malmesbury, Paarl, Simonstad, Somerset-Wes (uitgesonderd die gebied wat deur Cape Explosives Works Ltd, Somerset-Wes, geokkupeer word), Stellenbosch, Strand, Wellington, Worcester en Wynberg;

(20) ,,Gebied B (WP)", die landdrosdistrikte Beaufort-Wes, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (K.P.), Hermanus, Montagu, Piketberg, Riversdal, Robertson, Swellendam, en Victoria-Wes;

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

(22) ,,ankerwikkelaar" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is in enigeen van die bedrywighede betrokke by die vernuwing of die herwikkeling van veldspoele of ankers, maar nie die finale toetsing van hierdie komponente of die skil van kommutators nie (dit beteken dat finale toetsing en skil deel van vakmanswerk bly);

(23) ,,motorbakherstelwinkel" 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin die werksaamhede wat verrig word hoofsaaklik of uitsluitlik die volgende behels: Die monteer, oprigting, toetsing, hervervaardiging, herstel, regstelling, opknapping, bedrading, stoffering, spuit, verf en of vernuwing van die onderstelle en/of bakke van motorvoertuie;

(24) ,,motoringenieursinrigting" 'n bedryfsinrigting of duidelik omskrewe gedeelte van 'n bedryfsinrigting waarin motoringenieurswerk die vernaamste of enigste werksaamheid is;

(25) ,,B/A-vakman" 'n werknemer oor die leeftyd van 22 jaar wat kan bewys dat hy minstens drie 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 onder toesig van 'n 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 woordomskrywing van ,,Motornywerheid" in hierdie Ooreenkoms gedek word;

(26) ,,batteryhersteller" 'n werknemer wat werksaam is in 'n bedryfsinrigting waarin batterye vernuwe, herstel en/of versien word en wat hoofsaaklik of uitsluitlik batterydefekte opspoor en/of batterye herstel, uitmekaarhaal, van nuwe plate voorsien, weer inmekaarsit en/of opnuut isoleer;

(27) ,,bedryfsinrigting waarin batterye vernuwe, herstel en versien word" 'n bedryfsinrigting of 'n gedeelte daarvan, uitgesonderd 'n batteryvervaardigingsinrigting waarin batterydefekte opgespoor word, akkumulators herlaai en herstel word en akkumulators en/of hul onderdele weer inmekaargesit word;

(28) ,,bakwinkelassistent" 'n werknemer in enige motorbakherstelwinkel waar minstens een vakman in diens is van die tipe wat gewoonlik aktief in hierdie soort werkwinkel werksaam is, wat onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

(a) die volgende verwyder en/of vervang, sonder om finale elektriese verbinding aan te bring:

Alternators;
bakke;
baklyswerk;
enjinkappe;

Richmond (Natal), Lions River, Estcourt, Klip River, Dundee, Newcastle (excluding the municipal area of Newcastle), Vryheid, Lower Tugela, Glencoe, Dannhauser and Mooi River, and the municipal area of Empangeni;

(13) "Area C (NL)" means the districts and areas in the Province of Natal not referred to in "Area A (NL)" and "Area B (NL)", and the Magisterial District of Mount Currie;

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

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

(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)";

(17) "Area A (TVL)" means the Magisterial Districts of Oberholzer and Randfontein, the municipal areas of Alberton, Benoni, Boksburg, Brakpan, Edenvale, Elsburg, Germiston, Heidelberg (Transvaal), Johannesburg, Kempton Park, Klerksdorp, Krugersdorp, Middelburg (Transvaal), Nelspruit, Nigel, Pietersburg, Potchefstroom, Potgietersrus, Pretoria, Randburg, Roodepoort-Maraisburg, Rustenburg, Springs, Vanderbijlpark, Vereeniging, Verwoerdburg and Witbank, and the areas of jurisdiction of the Local Area Committees for Northern Johannesburg, North-Eastern Johannesburg, Western Johannesburg and Halfway House, and established in terms of the Peri-Urban Health Board Ordinance of 1943 (Transvaal) and the areas occupied by Clayville Township Extension 3 in the Magisterial District of Pretoria;

(18) "Area C (TVL)" means the Province of the Transvaal, excluding those districts and areas referred to in "Area A (TVL)";

(19) "Area A (WP)" means the Magisterial Districts of Bellville, Goodwood, Kuils River, Malmesbury, Paarl, Simonstown, Somerset West (excluding the area occupied by Cape Explosives Works Limited, Somerset West), Stellenbosch, Strand, The Cape, Wellington, Worcester and Wynberg;

(20) "Area B (WP)" means the Magisterial Districts of Beaufort West, Bredasdorp, Caledon, Calvinia, Ceres, Heidelberg (C.P.), Hermanus, Montagu, Piketberg, Riversdale, Robertson, Swellendam, Victoria West;

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

(22) "armature winder" means an employee who is mainly or exclusively engaged on any of the operations involved in the reconditioning or the rewinding of field coils or armatures, other than the final testing of these components or the skimming of commutators (this means that final testing and skimming remain part of journeyman's work);

(23) "auto body repair shop" means an establishment or part of an establishment in which the activities carried out are mainly of exclusively the assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning of chasses and/or bodies of motor vehicles;

(24) "automotive engineering establishment" means an establishment or clearly defined part of an establishment in which the main or exclusive activity is automotive engineering;

(25) "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 under the supervision of a 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;

(26) "battery repairer" means an employee employed in a battery reconditioning, repairing, and/or servicing establishment and who mainly or exclusively diagnoses battery faults and/or repairs, dismantles, replates, reassembles and/or reinsulates batteries;

(27) "battery reconditioning, repairing and servicing 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;

(28) "body shop assistant" means an employee who in any auto body repair shop where at least one journeyman of the type normally employed in this kind of workshop is actively engaged, under the supervision of such journeyman mainly or exclusively—

(a) removes and/or replaces, without making final electrical connections:

Alternators;
bodies;
body mouldings;
bonnets;

remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid vorm;
gloeilampies;
stampers;
kabels, uitgesonderd elektriese kabels;
kabelskakelings;
kajuite;
vergassers;
koppelaarsilinders;
koppelplate;
kronkelvere;
verkoelingstelsels, uitgesonderd lugversorging;
silinderkoppe, waar hulle nie vaswring nie;
deure, uitgesonderd finale regstellings;
deurhandvatsels;
dryfasse, uitgesonderd voorwielaandrywings;
enjinsamestelle;
enjinmonterings;
enjinmodderpanne;
uitlaatleidings, waar geen veranderings nodig is nie;
uitlaatstelsels;
buikplanke;
vloerbedekking;
vliegwieldeksels, verwyderbaar;
brandstofpype;
brandstofpompe, uitgesonderd inspuitpompe;
brandstoftenks;
ratkassamestelle;
ratkasmonterings;
glas, uitgesonderd stertligte;
gruispanne;
roosters;
handrelingklampe;
verwarmers;
lampe;
spruitstukke;
modderskerms;
oliesiwwe;
panele, buite of binne, en los toebehore, uitgesonderd waar dit gesweis is;
drukplate;
dryfasse;
verkoelers;
verkoelerproppe;
radio's en bandopnemers, uitgesonderd die finale elektriese verbindings;
agterbakligte;
treeplanke;
sitplekke;
aansitters;
doppe;
skokbrekers;
voorste en agterste bladvere;
aanslagplate;
skerms;
waterslange;
vensterrame;
handruitslingers;

(b) agteraskokersamestelle verwyder en/of sonder die gebruik van hangereedskap weer in posisie plaas en met die hand vasdraai;

(c) die volgende verwyder maar nie vervang nie:
Volledige voorassamestelle;
buitepanele, waar dit aangesweis word;
voorwielvering;
voorvere—kronkel- of miktipe;
stuursamestelle;

(d) met betrekking tot enige voertuig, lekke in bakke met vulsel herstel en lekke in ewenaar en ratkas van enjin herstel deur vas te draai;

(e) wiele balanseer met enige masjien wat bedoel is om wiele los van die voertuig af te balanseer;

(f) bakvulsel of ander materiaal aanwend;
metale sweis of slyp indien dit nodig is;
grondlae van enige kleur aan die buite- of binnekant van motorvoertuie aanwend;

(g) vere wat van voertuie verwyder is, stroop;

(h) gate volgens patroonplate boor;

(i) veiligheidsgordels vassit in voertuig waar daar ankerpunte is;

(j) los sitplekoortreksels vassit waar dit nie nodig is om hulle te verander nie;

(k) beskadigde bakdele onder toesig van 'n vakman verwyder deur middel van 'n slagsaag wat met die hand of met lug aangedryf word, of met 'n ystersaag;

(l) kleurstof, verf, vernis, lakvernis of ander beskermende lae met

brake drums, except where the drum and hub are one complete unit;
bulbs;
bumpers;
cables, excluding electrical;
cable linkages;
cabs;
carburettors;
clutch cylinders:
clutch plates;
coil springs;
cooling systems, excluding air-conditioning;
cylinder heads, without torquing;
doors, excluding the final adjustments;
door handles;
drive shafts, excluding front wheel drives;
engine assemblies;
engine mountings;
engine mud trays;
exhaust lines where no modification is required;
exhaust systems;
floor boards;
floor covers;
flywheel covers, detachable;
fuel pipes;
fuel pumps, excluding injector pumps;
fuel tanks;
gearbox assemblies;
gearbox mountings;
glass, other than rear lights;
gravel pans;
grills;
handrail brackets;
heaters;
lamps;
manifolds;
mudguards;
oil strainers;
panels, exterior or interior, and fittings other than where welded;
pressure plates;
propeller shafts;
radiators;
radiator plugs;
radios and tape recorders, excluding the final electrical connections;
rear body lights;
running boards;
seats;
self-starters;
shells;
shock absorbers;
springs, leaf, front and rear;
striker plates;
valances;
water hoses;
window frames;
window winders, manual;

(b) removes and/or without the use of hand tools, repositions and hand tightens rear axle housing assemblies;

(c) removes but does not replace—
complete front axle assemblies;
exterior panels where welded on;
front wheel suspensions;
springs, front-coil or wishbone type;
steering assemblies;

(d) in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;

(e) balances wheels with any machine made to balance wheels off the vehicle;

(f) applies body fillers or other materials;
welds and grinds metals where necessary;
applies primer of any colour to the exterior or interior of motor vehicles;

(g) strips springs which have been removed from vehicles;

(h) drills holes to templets;

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

(j) fits loose seat covers when no alteration to them is necessary;

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

(l) applies by brush, spraygun, by aerosol dispenser or by other

'n kwas, sproeispuit, aërosolhouer of op 'n ander manier aanbring op—

enjins en/of enige komponente of bybehore in die enjinkompartement gemonteer, of op vloermatte, sitplekoppervlakke, bagasiebakke of kantskopplate:

Met dien verstande dat die verrigting van enigeen van die werksaamhede in hierdie omskrywing vermeld, nie so uitgelê mag word dat dit die verrigting van 'n vakman se werk wat met so 'n werksaamheid in verband staan, toelaat nie;

(*Opmerking*.—Die getal bakwinkelassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.)

(29) ,,remtrommelskiller'' 'n werknemer wat hoofsaaklik of uitsluitlik remtrommels en/of -skywe masjineer, en wat meetinstrumente kan gebruik en/of draaibanke vir hierdie doel kan stel en regstel;

(30) ,,los arbeider'' iemand wat op hoogstens drie dae in 'n bepaalde week en op hoogstens 28 kalenderdae in enige tydperk van ses maande by dieselfde werkgewer in diens is;

(31) ,,los winkelassistent/klerk'' 'n werknemer wat tydelik of in 'n los hoedanigheid deur dieselfde werkgewer vir hoogstens 23 uur, aaneenlopend of andersins, in 'n bepaalde maand in diens geneem word vir enigeen van die pligte van 'n ,,winkelassistent/verkoopsman'' of ,,klerk'', na gelang van die geval, soos in hierdie Ooreenkoms omskryf;

(32) ,,skoonmaakster'' 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte vervul:

Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;

tee of soortgelyke dranke berei en/of opdien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

(33) ,,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 of inmerk en met die hand of masjien een of meer lae materiaal sny volgens die buitelyne wat aldus met kryt af- of ingemerk is;

(34) ,,klerk'' 'n werknemer wat hoofsaaklik of uitsluitlik skryf- en/of tik- en/of enige ander vorm van klerklike werk verrig en ook 'n pakhuisman, tydopnemer en telefonis;

(*Opmerking*.—Die getal klerke wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 11 van Afdeling B van hierdie Ooreenkoms.)

(35) ,,voorbereide voertuigbakke'', met betrekking tot 'n werkman graad DV, bakke, kajuite, sleepwaens of die bobouwerk van voertuie waaraan vulwerk en/of opstopwerk en/of opvryfwerk gedoen word ter voorbereiding vir die aanwending van deklae;

(36) ,,Raad'' die Nasionale Nywerheidsraad vir die Motornywerheid wat ooreenkomstig artikel 19 van die Wet op Nywerheidsversoening, 1956, geregistreer is;

(37) ,,snyer'' 'n werknemer wat hoofsaaklik of uitsluitlik patrone of patroonplate maak;

(38) ,,dieselpompkamerassistent'' 'n werknemer wat hoofsaaklik of uitsluitlik—

(a) brandstofpompe en inspuiters stroop;

(b) brandstofpompe op banke plaas en daarvan afneem;

(c) nossels met die hand fynslyp;

(*Opmerking*.—Die getal dieselpompkamerassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van Hoofstuk I en klousule 3 (3) van Hoofstuk IV van Afdeling C van hierdie Ooreenkoms.)

(39) ,,verdienste'' 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;

(40) ,,noodwerk'' werk—

(a) in verband met die herwinning van voertuie wat onklaar geraak het 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, vanweë onvoorsiene omstandighede, nie uitgestel kan word nie;

(iii) om dit moontlik te maak dat noodsaaklike dienste gelewer word soos sanitêre dienste, openbare vervoer, die onderhoud of herstel van fabrieksmasjinerie en/of landboumotorvoertuie, die lewering of verspreiding van bederfbare voedsel, reise deur mediese praktisyns vir die verrigting van hul werk of dienste van 'n dergelike aard;

(41) ,,enjinstroper'' 'n werknemer wat in 'n motoringenieursinrigting wat ooreenkomstig klousule I van Hoofstuk IV van Afdeling C geregistreer is, hoofsaaklik of uitsluitlik motorvoertuigenjins en/of komponente van motorvoertuigenjins uitmekaarhaal en wat ook—

means, dye, paints, varnish, lacquer or other protective coatings to—

engines, and/or any components or accessories mounted within the engine compartment, or to floor mats, seat surfaces, luggage compartments or side-kick plates:

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 operation;

(*Note*.—The number of body shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of Chapter I of Division C of this Agreement.);

(29) "brake drum skimmer" means an employee who mainly or exclusively machines brake drums and/or discs, and who may use measuring instruments and/or may set and adjust lathes for this purpose;

(30) "casual labourer" means a person who is employed by the same employer on not more than three days in any one week, and on not more than 28 calendar days in any period of six months;

(31) "casual shop assistant/clerical employee" means any employee who is temporarily or casually employed by the same employer for not longer than 23 hours, continuous or otherwise, in any one month on any of the duties of a "shop assistant/salesman" or "clerical employee", as the case may be, as defined in this Agreement;

(32) "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;

(33) "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 or articles from patterns and cutting by hand or machine one or more layers of material according to the outlines so chalked or marked in;

(34) "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;

(*Note*.—The number of clerical employees that may be employed in any one establishment is governed by the ratio provisions of clause 11 of Division B of this Agreement.);

(35) "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;

(36) "Council" means the National Industrial Council for the Motor Industry registered in terms of section 19 of the Industrial Conciliation Act, 1956;

(37) "cutter" means an employee mainly or exclusively engaged in making patterns or templets;

(38) "diesel pump room assistant" means an employee engaged mainly or exclusively on—

(a) stripping fuel pumps and injectors;

(b) placing fuel pumps on to benches and removing them;

(c) lapping nozzles by hand;

(*Note*.—The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of Chapter I and clause 3 (3) of Chapter IV of Division C of this Agreement.);

(39) "earnings" means any payment made or owing to any employee (including all allowances) which arises in any manner whatsoever out of his employment;

(40) "emergency work" means 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;

(41) "engine stripper" means an employee who in any automotive engineering establishment which is registered in terms of clause 1 of Chaper IV of Division C is engaged mainly or exclusively in dismantling motor vehicle engines and/or motor vehicle engine components and who may in addition—

metaalspuitwerk en/of die hermetalisering van laers kan verrig;
enjins met 'n kwas of sproeispuit met beskermende verf kan verf;

(*Opmerking*.—'n Enjinstroper mag nie 'n volledige motorvoertuigenjin uit 'n onderstel verwyder nie, behalwe in die mate aangedui op die registrasiesertifikaat wat aan die werkgewer uitgereik is.)

(42) ,,bedryfsinrigting" 'n perseel of gedeelte daarvan waarin of waarop die Nywerheid, of 'n gedeelte daarvan, soos in hierdie Ooreenkoms omskryf, beoefen word;

(43) ,,vul- en/of diensstasie" '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;

(44) ,,algemene werker graad I"—

(a) met betrekking tot 'n vul- en/of diensstasie en die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:
Parkeerkaartjies uitreik;
oliestate opstel vir voertuie wat gesmeer moet word;
olievoorraadregisters by smeerhystoestelle byhou;
kredietkaartmasjiene bedien vir die verkoop van petrol, smeermiddels en brandstof;
geld van algemene werkers graad II en/of klante ontvang en kleingeld gee;

(b) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik een van die pligte in paragraaf *(a)* van hierdie woordomskrywing gelys en/of enige van die volgende pligte verrig:
Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;
'n handelsreisiger op sy reis vergesel en hom help bestuur en monsters verpak, uitpak en vertoon;
raamklampe, G-klampe, skarnierhefboomklampe en batteryvashouerklampe aanbring en verwyder;
trapfietse met hulpmotore en motorfietse met hulptrappe inmekaarsit en/of herstel;
goedere in ooreenstemming met opdragte en/of verpakkingstrokies bymekaarmaak, verpak en massameet;
identifikasiemerke op goedere nagaan en/of aanteken;
rantsoene gaarmaak;
optel en die resultaat aanteken;
gedrukte standaardvorms in alfabetiese, numerieke, datum-, kleur- of kommoditietsvolgorde liasseer en sorteer;
gereedskap en/of uitrusting uitreik aan en/of ontvang van gereedskapkamer en 'n register van sodanige gereedskap byhou;
'n passasiershysbak bedien;
geboue, heinings, installasie en uitrusting slegs vir onderhoudsdoeleindes verf;
palette verf;
identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;
aantekeninge maak op bakke vir kaarte;
palette herstel;
aanknipbaklyswerk verwyder;
ruwe kapwerk;
sand- of haelstraling;
goedere uitkies en in bakke plaas;
goedere sorteer en die resultaat aanteken;
massameet en die resultaat aanteken;

(c) behoudens klousule 23 van Afdeling A wat die minimum loon vir die dryf van voertuie vasstel, 'n werknemer wat benewens die verrigting van enige van die pligte in paragrawe *(a)* en *(b)* van hierdie woordomskrywing opgenoem, ook voertuie kan dryf;

(d) met betrekking tot 'n geregistreerde motoringenieursinrigting, kleppe met die hand fynslyp nadat die klep en klepbedding deur 'n vakman gemasjineer is;

(45) ,,algemene werker graad II"—

(a) met betrekking tot 'n vul- en/of diensstasie en die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:
Help met die parkering van motorvoertuie;
kyk of daar olie uitlek, maar slegs gedurende die olie- en smeerproses;
batterye konnekteer en diskonnekteer;
oliebakke leegtap;
voertuie afstof;
batterye in verband met laaiwerk, bottels of ander houers vir voorraad, ewenaars, brandstoftenks, ratkaste, hoofsilinders, oliebakke, verkoelers en stuurkaste volmaak;
klein afdopmerkies en skrape aan voertuigbakke deur middel van 'n kwas met vooraf gemengde verf opvul;
batterye, ghriesnippels, buitebande, binnebande, vellings en padwiele aanbring, verwyder en/of vervang;
geld hanteer;
buite- en binnebande oppomp;

. carry out metal spraying and/or remetalling of bearings; paint engines with protective paint by brush or by spray;

(*Note*.—Except to the extent noted on the Certificate of Registration issued to an employer, an engine stripper may not remove complete engines from chassis.);

(42) "establishment" means any premises or part thereof wherein or whereon the Industry, or any part thereof, as defined in this Agreement, is carried on;

(43) "filling and/or service station" means an establishment or that part 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;

(44) "general worker, Grade I", 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:
Issuing parking tickets;
compiling oil sheets for vehicles which are to be lubricated;
maintaining oil stock records at grease hoists;
operating credit card machines for the sale of petrol, lubricants and fuels;
receiving money from Grade II general workers and/or customers and giving change;

(b) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the duties listed in paragraph *(a)* of this definition and/or on any of the following duties:
Accepting written orders in return for goods delivered outside the employer's premises;
accompanying a traveller on his journey and assisting in driving and in packing, unpacking and displaying of samples;
applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;
assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;
assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;
checking and/or recording identification marks on goods;
cooking of rations;
counting and recording the result;
filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;
issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;
operating a passenger lift;
painting buildings, fences, plant and equipment for maintenance purposes only;
painting pallets;
recording and/or checking identification marks on goods and registration numbers of vehicles;
recording on bin cards;
repairing pallets;
removing clip-on body mouldings;
rough cutting;
sand or shot blasting;
selecting and placing goods into bins;
sorting goods and recording the result;
mass-measuring and recording the result;

(c) subject to the provisions of clause 23 of Division A which fixes the minimum weekly wage for driving vehicles, an employee who in addition to performing any of the duties enumerated in paragraphs *(a)* and *(b)* of this definition, may also drive vehicles;

(d) in relation to a registered automotive engineering establishment lapping of valves by hand after valve and seat have been machined by a journeyman;

(45) "general worker, Grade II," 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 vehicles;
checking for oil leaks, but only during the process of oiling and greasing;
connecting and disconnecting batteries;
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 and road wheels;
handling money;
inflating tyres and tubes;

motorvoertuie deur middel van 'n domkrag of hystoestel laat sak en/of oplig;
tee of dergelike dranke maak en opdien;
motorvoertuie of onderdele daarvan olie en smeer;
batteryrakke, vellings, buitebande en padwiele verf;
motorvoertuie poleer;
lekplekke heelmaak, met inbegrip van kleppe vir buite- of binnebande aansit en inbed;
antrasiet, braaivleishout, houtskool, olie en petrol, en dranke en/of vloeibare petroleumgas in verseëlde houers verkoop;
boute en tapboute aan ewenaar, oliebak en transmissiestelsel vasdraai wanneer nodig maar slegs gedurende die olie- en smeerproses;

(b) wat betref alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die pligte in paragraaf *(a)* van hierdie woordomskrywing vermeld en/of enige van die volgende pligte verrig:
Gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakke aanbring;
kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;
hulp op afleweringswaens verleen;
ketels bedien;
goedere dra;
buitebande sementeer;
met die hand, 'n borsel, masjien of bytmiddel skoonmaak, of ghries verwyder;
vorms skoonmaak
bale, kiste of ander pakke toemaak of oopmaak;
reserwedele volgens werkgewer se bestelling afhaal;
mengwerk verrig in verband met die verf van motorvoertuie;
goedere, briewe of boodskappe te voet, per fiets, driewiel of handvoertuig vervoer; buitebande opsny;
grond vir fondamente, riole en slote uitgrawe en/of verwyder;
rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;
houers leegmaak;
selle van batterye vir inspeksie uithaal;
bakvulsel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende onderdele, soldeersel of sweiswerk aan nuwe dele en plaatmetaal wat vir duikklopwerk gebruik is af- of gelyk vyl;
vure in oonde aansteek en stook en afval uit oonde verwyder;
binnebandvorms en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;
registrasienommerplate aanbring aan en/of verwyder van voertuie;
posstuke frankeer;
tuinwerk verrig;
masjinerie, met inbegrip van draaibanke en bogrondse asaandryfstelsel, smeer en olie terwyl dit stilstaan;
onderdele, materiaal en/of gereedskap onder toesig van 'n werknemer in 'n hoër loongroep vashou en onderdele en materiaal in posisie plaas;
materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;
voertuie laai en aflaai;
kratte maak;
pakkette en/of onderdele met 'n kwas of sproeispuit of rubberstempel merk- en/of sjabloneer;
maskeerwerk verrig;
materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglasbestanddele meng nie;
goedere verskuif en/of opstapel en/of uitpak;
goederehysers en briefkopieer- of afrolmasjiene bedien;
verfwerk met 'n kwas en/of sproeispuit verrig aan asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens;
verfwerk met 'n kwas aan voor- en agterstampers, wiele van handelsvoertuie of busonderstelle verrig; ruwe waterdigtingsverf aan seildoek aanbring; grofverfwerk aan die binnekant van motorbakke verrig;
poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;
vorms poleer;
voedsel voorberei wat gaargemaak moet word;
metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;
pik van batterye verwyder;
binnebandvorms en seksiesakke heelmaak;
vulsel, grondlaag en stopverf af- of gelyk vryf;
skuurwerk verrig;

lowering and/or raising motor vehicles by jack or hoist;
making and serving tea or similar beverages;
oiling and greasing of motor vehicles or parts thereof;
painting battery cradles, rims, tyres and road wheels;
polishing motor vehicles;
repairing punctures, including the fitting and reseating of tyre or inner tube valves;
selling anthracite, braaiwood, charcoal, oil and petrol, and beverages and/or LP gas in sealed containers;
tightening bolts and studs on differential, sump and transmission when necessary, but only during the process of oiling and greasing;

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

Affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;
applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;
assisting on delivery vans;
attending to boilers;
carrying goods;
cementing tyres;
cleaning by hand, brush, machines, pickling or degreasing;
cleaning moulds;
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;
cutting tyres;
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 filling, 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 panel beaten;
firing and loading ovens and furnaces and removing refuse from furnaces;
fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;
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 materials previously recorded by storekeepers;
loading and unloading vehicles;
making crates;
marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;
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 and lifts and letter copying or duplicating machines;
painting, by brush and/or gun, axles, brake drums, chassis and undersides of vehicle bodies and of trailers;
painting by brush front and rear 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;
polishing moulds;
preparing food for cooking;
pre-treating metal by chemical process in panel beating establishments;
removing pitch from batteries;
repairing curing tubes and sectional bags;
rubbing down of filling, primer and putty;
sandpapering;

vorms vasskroef;
batterye verseël;
skaafsels in gietblokvorms smelt;
materiaal roer;
buitebande stroop;
klapperhaar en perdehaar pluis;
buitebande afwerk;
vorms met was betstryk;
goedere toedraai;
adresse vanaf fakture of verpakkingstrokies afskryf;

(c) met betrekking tot bedryfsinrigtings wat uitsluitlik by die sloping van motors betrokke is, 'n werknemer wat, benewens die verrigting van een of meer van die werksaamhede in paragrawe *(a)* en *(b)* van hierdie woordomskrywing opgenoem, ook enjins kan stroop vir 'n ander doel as om dit te herstel;

(d) met betrekking tot voertuigbakbouinrigtings, 'n werknemer wat, benewens die verrigting van enige van die werksaamhede in paragrawe *(a)* en *(b)* van hierdie woordomskrywing opgenoem, enige van die volgende pligte kan verrig:

Alle tipes snellosklampe aansit of verwyder;
yster of ander metale of materiaal skuur of fynskuur, uitgesonderd by presisiewerk;
lood opwarm en indompel;
hyskrane of bokkrane bedien, uitgesonderd hyskrane of bokkrane met kajuitbediening;
knegboute verwyder; klinknaels verhit; sand- of haelstraling;
slaan; vere wat uit voertuie verwyder is, uitmekaarhaal;
skroefkoppe of boute of soortgelyke uitstaande of versteekte dele aan nuwe voertuie deur middel van 'n kwas met verf opknap;

(46) "uurloon" 'n werknemer se weekloon gedeel deur 46 in die geval van ander werknemers as deeltydse werknemers, en deur die getal gewone ure in enige week gewerk, in die geval van deeltydse werknemers;

(47) ,,vakman" '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, 1944, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

(b) in besit is van 'n Graad A-lidmaatskapkaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union uitgereik is; of

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is; of

(d) in besit van 'n identiteitskaart wat deur die streekraad uitgereik is;

(48) "vakmanswerk" werk in 'n aangewese ambag (ingevolge die Wet op Vakleerlinge, 1944), in verband met die werksaamhede wat deur die omskrywing van "Motornywerheid" gedek word, en soos gebruik in klousule 18 (1) van Afdeling A van hierdie Ooreenkoms beteken dit enigeen van die werksaamhede wat verrig word in bedryfsinrigtings wat motorvoertuie, motorvoertuigenjins of motorvoertuigkomponente herstel of versien, of in voertuigbakbouinrigtings, of in bedryfsinrigtings wat motorvoertuigkomponente vervaardig of vernuwe en wat ingevolge hierdie Ooreenkoms deur geen ander klas werknemer as 'n vakman verrig mag word nie;

(49) ,,masjiensteller" 'n werknemer wat masjiengereedskap en perse, uitgesonderd gereedskap of draaibanke wat vir die masjinering van remtrommels, remskywe, vliegwielvlakke of drukplate gebruik word, regstel en/of stel;

(50) ,,vervaardigingsinrigting" 'n bedryfsinrigting of duidelik omskrewe gedeelte van 'n bedryfsinrigting waarin motorvoertuigonderdele en/of -reserwedele en/of -bybehore en/of -komponente vervaardig word;

(51) ,,afmerk" enige material van 'n patroonplaat afmerk;

(52) ,,motorfietswerktuigkundige se assistent" 'n werknemer wat in 'n bepaalde bedryfsinrigting waar minstens een vakman van die tipe wat gewoonlik in dié soort werkwinkel aktief in diens is, onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

(a) onderdele of eenhede van motorfietse, bromponies en driewielers van die bromponietipe verwyder;

(b) sonder om die finale elektriese verbindings aan te bring, die volgende vervang:

Gloeilampe;
kabels, uitgesonderd elektriese kabels, en sonder finale regstelling;
draers, kiste en bakke van die kommersiële tipe;
kontrolehefbome sonder finale regstelling;
skermstawe;
silinderkoppe, slegs tweeslagenjins;
dryfkettings en kettingratte sonder finale regstelling;
enjinsamestelle;
enjinskutplate;
uitlaatstelsels;
buitenste deksels—verwyderbaar;

screwing down moulds;
sealing batteries;
smelting of shavings into ingot forms;
stirring materials;
stripping tyres;
teasing coir and horsehair;
trimming tyres;
waxing moulds;
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) in relation to vehicle body building establishments, an employee who, in addition to performing any of the duties enumerated in paragraphs *(a)* and *(b)* of this definition, may perform any of the following duties:

Applying or removing quick release clamps—all types;
grinding or buffing iron or other metals or materials other than in 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;

(46) "hourly wage" means an employee's weekly wage 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;

(47) "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, 1944, or in accordance with a written contract approved by any Regional Council; or

(b) is in the possession of a Grade A membership card issued by the Motor Industry Employees' Union of South Africa or the Motor Industry Combined Workers' Union; or

(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951; or

(d) is in possession of an identity card issued by the Regional Council;

(48) "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", and as used in clause 18 (1) of Division A of this Agreement means any of the operations carried on in motor vehicle, enigne or component repairing or servicing establishments, or in vehicle body building establishments, or in motor vehicle component manufacturing or reconditioning establishments, and which are not permitted in terms of this Agreement to be performed by any class of employee other than a journeyman;

(49) "machine setter" means an employee who adjusts and/or sets machine tools and presses, other than tools or lathes used for machining brake drums, brake discs, fly-wheel facings or pressure plates;

(50) "manufacturing establishment" means an establishment, or clearly defined part of an establishment in which motor vehicle parts and/or spares and/or accessories and/or components are fabricated;

(51) "marking off" means the operation of marking any material from a pattern or templet;

(52) "motor cycle mechanic's assistant" means an employee who in any establishment where at least one journeyman of the type normally employed in this kind of workshop is actively engaged, under the supervision of such journeyman mainly or exclusively—

(a) removes parts or units from motor cycles, scooters and scooter type three-wheelers;

(b) replaces without making final electrical connections—

bulbs;
cables other than electrical cables and without final adjustment;
commercial type carriers, boxes and bodies;
control levers without final adjustment;
crash bars;
cylinder heads, two cycle engines only;
drive chains and sprockets without final adjustment;
engine assemblies;
engine guard plates;
exhaust systems;
external covers—detachable;

voetstukke—voor en agter;
modderskerms, voor en agter, met inbegrip van monteerankers;
brandstoftenks en die pype daaraan;
voorste skokbrekers—verwyderbaar;
binneste doppe van koplampe;
toeters;
lampe;
lisensiehouers;
olieverkoelers en die pype daaraan;
oliefilters en -siwwe en die skoonmaak daarvan;
olietenks en die pype daaraan;
sitplekke;
sitplekoortreksels;
verkoelers en die pype daaraan;
agterste skokbrekers;
standers;
oliebakmoere en -boute;
skakelaarsamestelle;

(c) die volgende vervang:
voorvurksamestelle;
rame;
syspansamestelle van die kommersiële tipe;

(d) beskermlae op enjins en uitslaatstelsels aanbring;
(e) uurwerke op die korrekte tyd instel;
(f) wiele balanseer met enige masjien wat bedoel is om wiele te balanseer wanneer hulle los van die voertuig af is;
(g) die werking van alle elektriese verbruikspunte; rigtingaanwysers; slotte en sleutels; ruitveërs en- spuite nagaan en verslag daar doen:

Met dien verstande dat die verrigting van enigeen van die werksaamhede in hierdie omskrywing vermeld, nie so uitgelê mag word dat dit die verrigting van enige vakmanswerk in verband met sodanige werksaamhede of die gebruik van 'n wringsleutel toelaat nie;

(*Opmerking*.—Die getal motorfietswerktuigkundige se assistente wat in enige bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.);

(53) ,,motorsloopwerk" 'n bedryfsinrigting waarin motorvoertuie opgebreek en gebruikte onderdele daarvan verkry word en waarin, waarop of waaruit sodanige gebruikte onderdele òf alleen òf saam met nuwer onderdele en/of bybehore verkoop word;

(54) ,,Motornywerheid" of ,,Nywerheid", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk en behoudens die bepalings van enige afbakeningsvasstelling gemaak ingevolge artikel 76 van die Nywerheidsversoeningswet, 1956—

(a) monteer-, oprigtings-, toets-, hervervaardigings-, herstel-, regstel-, opknappings-, bedradings-, stoffeer-, spuitverf-, verf- en/of vernuwingswerk uitgevoer in verband met—
(i) die onderstelle en/of bakke van motorvoertuie;
(ii) binnebrandmotore en/of transmissiekomponente 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, versiening 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 motorvoertuigonderdele en/of -reserwedele en/of -bybehore (hetsy nuut of gebruik) in verband daarmee, afgesien daarvan of sodanige verkoop 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 motorsloopwerwe;
(i) die onderneming van vervaardigingsbedryfsinrigting waarin motorvoertuigonderdele en/of -reserwedele en/of -bybehore en/of komponente 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 landdrosdistrik Kimberley, ten opsigte van die verkoop van—
(i) landbou- en besproeiingsuitrusting; en
(ii) trekkers, behalwe wanneer onderneem deur bedryfsinrigting wat in aansienlike mate betrokke is by die verkoop en/of herstel van ander motorvoertuie.

Vir die toepassing van hierdie omskrywing beteken—

,,motoringenieurswerk" die vernuwing van binnebrandmotore of onderdele daarvan vir gebruik in motorvoertuie in bedryfsinrigtings wat hoofsaaklik of uitsluitlik hierdie soort werk verrig,

footrests, front and rear;
fenders, front and rear, including mounting stays;
fuel tanks and pipes thereto;
front shock absorbers—detachable;
head lamp internal shells;
hooters;
lamps;
licence holders;
oil coolers and pipes thereto;
oil filters and strainers and the cleaning thereof;
oil tanks and pipes thereto;
seats;
seat covers;
radiators and pipes thereto;
rear shock absorbers;
stands;
sump nuts and bolts;
switch assemblies;

(c) replaces—
front fork assemblies;
frames;
commercial type side-car assemblies;

(d) applies protective coatings to engines and exhaust systems;
(e) sets clocks to correct time;
(f) balances wheels with any machine to balance wheels off the vehicles;
(g) checks and reports on the operation of—
all electrical consumer points;
direction indicators;
locks and keys;
windscreen wipers and washers:

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 or the use of a torque wrench;

(*Note*.—The number of motor cycle mechanic's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of Chapter I of Division C of this Agreement.);

(53) "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;

(54) "Motor Industry" or "Industry", without in any way limiting the ordinary meaning of the expression and subject to the provisions of any Demarcation Determination made in terms of section 76 of the Industrial Conciliation Act, 1956, 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 part 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 irrigation 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 purposes 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

afgesien daarvan of sodanige bedryfsinrigting betrokke is by die demontering 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 vragte, 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 vragte van 27 273 kg 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 monteerinrigtings verrig word nie;

(a) die bou, herstel of opknapping van kajuite en/of bakke en/of enige bobou vir enige tipe voertuig;

(b) die vervaardiging of herstel van onderdele vir kajuite en/of bakke en/of enige bobou, en die montering, regstel en installering van onderdele in kajuite, bakke of op die bobou van voertuie;

(c) die aanbring van kajuite en/of bakke en/of enige bobou aan die onderstel van enige tipe voertuig;

(d) die bestryking en/of versiering van kajuite en/of bakke en/of enige bobou met 'n preserveermiddel of versiermiddel;

(e) die uitrus, meubilering en afwerking van die binnekant van kajuite en/of bakke en/of die 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 in paragrawe *(a)*, *(b)*, *(c)*, *(d)*, en *(f)* vermeld.

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

(i) Die vervaardiging van motorvoertuigonderdele en/of -bybehore en/of -reserwedele en/of -komponente in bedryfsinrigtings wat gewoonlik metaal- en/of plastiekgoedere van 'n ander aard op 'n aansienlike skaal vervaardig en daarvoor aangelê is, of die verkoop van motorreserwedele en -bybehore deur monteerinrigtings vanuit sodanige bedryfsinrigtings;

(ii) die montering, oprigting, toets, herstel, regstel, opknapping, bedrading, bespuiting, verf en/of vernuwing van landboutrekkers, behalwe waar dit uitgevoer word in bedryfsinrigtings wat gewoonlik 'n soortgelyke diens ten opsigte van motorkarre of vragmotors of motortrokke lewer;

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

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

(ab) landbou-uitrusting of onderdele daarvan; of

(ac) uitrusting bedoel vir gebruik in fabrieke en/of werkwinkels: Met dien verstande dat, vir die toepassing van *(aa)*, *(ab)* en *(ac)*, ,,uitrusting" nie geag word motorkarre en/of vragmotors, motortrokke te beteken nie;

(ad) motorvoertuig- of ander voertuigbakke en/of bobou en/of onderdele of komponente daarvan gemaak van staalplate wat 3,175 mm dik of dikker is, wanneer uitgevoer in bedryfsinrigtings wat aangelê is vir en gewoonlik betrokke is by die vervaardiging en/of onderhoud en/of herstel van uitrusting vir siviele en/of werktuigkundige ingenieurswerk op aansienlike skaal;

(iv) monteerbedryfsinrigtings, wat beteken bedryfsinrigtings waarin motorvoertuie gemonteer word uit nuwe komponente op 'n monteerband, en ook die vervaardiging en/of maak van motorvoertuigonderdele of -komponente wanneer uitgevoer in sodanige bedryfsinrigtings, maar omvat dit nie ook voertuigbakbouwerk nie, behalwe vir sover dit uitgevoer word in verband met die montering van motorvoertuie, uitgesonderd woonwaens en sleepwaens;

(55) ,,motorvoertuigverkoopspersoon" 'n werknemer wat hoofsaaklik of uitsluitlik in diens is om motorvoertuie te verkoop en wat, benewens 'n loon soos in hierdie Ooreenkoms omskryf, kommissie op sodanige verkope betaal word;

(56) ,,monteur van nuwe motorvoertuig" '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, kajuite, bakke, roosters, sitplekke, enjinmodderpanne en stuurkassamestelle aanbring;

(57) ,,kantoor-, pakhuis- en verkoopswerknemers, en klerke" werknemers vir wie lone in Afdeling B van hierdie Ooreenkoms voorgeskryf word;

(58) ,,werkman-enjinmonteur" 'n werknemer ouer as 22 jaar met bewys van minstens drie jaar ondervinding in 'n ambag wat vir die Motornywerheid aangewys is of, met die toestemming van die betrokke

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 27 273 kg 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 incidental 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) equipping, furnishing and finishing off the interior of cabs and/or bodies and/or superstructure;

(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)*.

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 for 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 motor-cars, motor lorries or motor trucks;

(iii) the manufacturing and/or maintenance and/or repair of—

(aa) civil and mechanical engineering equipment, and/or parts thereof, whether or not mounted on wheels;

(ab) agricultural equipment or parts thereof; or

(ac) equipment designed for use in factories and/or workshops: Provided that for the purposes of *(aa)*, *(ab)* and *(ac)*, "equipment" shall not be taken to mean motor-cars, motor lorries and/or motor trucks;

(ad) motor vehicle or other vehicle bodies and/or superstructures and/or parts or components thereof made of steel plate of 3,175 mm 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 where in 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 incidental to the assembly of motor vehicles other than caravans and trailers;

(55) "motor vehicle sales person" 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;

(56) "new motor vehicle assembler" means an employee in an 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, grills, seats, engine mud trays and steering box assemblies;

(57) "office, stores, sales and clerical employees" means employees for whom wages are prescribed in Division B of this Agreement;

(58) "operative engine assembler" means an employee over the age of 22 years who is able to prove not less than three years' experience in any trade designated for the Motor Industry or, with the approval

Streekraad, in 'n ander ambag, en wat onder toesig van 'n vakman enjins monteer in 'n bedryfsinrigting wat ingevolge Hoofstuk IV van hierdie Ooreenkoms geregistreer is;

(59) ,,werkman graad 1" 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:

Uitgloei- en temperwerk waar beheerde oonde en tenks gebruik word;

senterboute en klemme aan vere inmekaarsit en vasheg;

inmekaarsitwerk verrig waar geen montering vereis word nie;

ankers en veldspoele in oond bak;

drade afstroop;

buig- en/of fatsoeneerwerk met die hand verrig in eendoelsetmate of -vormers;

remskoene en koppelaarplate bonderiseer;

onderdele met kan-kanniemate en/of toetstoestelle en/of propmate nagaan;

materiaal met die hand of 'n masjien sny en/of pons volgens stuiters, setmate, patrone, patroonplate, merke of lengtes;

in vernis, emalje of verf doop;

draad van grootmaatvoorrade af op klein rolle draai om verkoop te word;

gate boor of boorwerk met eendoelboorsetmate verrig, uitgesonderd stel- of merkwerk;

met die hand of kraggereedskap afwerk of skuur: Met dien verstande dat in alle gevalle van presisiewerk, die betrokke masjiene vooraf deur 'n vakman of vakleerling of masjiensteller gestel moet word;

asbespluismasjien voer;

outomatiese masjien voer en/of laai en/of aansit en/of aflaai en/of bedien;

sitplekoortreksels by die vervaardiging van sitplekke aanbring;

goiingstroke aan veersitpleksamestelle aanbring;

metale vyl, uitgesonderd presisiewerk;

skroef- en/of trap- en/of hand- en/of kragperswerk en/of keepwerk verrig waar dit gedoen word met vooraf gestelde setmate of stempels, maar nie setmate of stempels stel nie;

isolasiemateriaal vorm en dit aan ankers en veldspoele aanbring;

gietvorms vir batteryverbinders verhit en swart maak;

lood verhit;

visuele inspeksies uitvoer;

afmerkwerk volgens patrone of patroonplate met die hand verrig;

eendoel-splitsmasjiene bedien;

senterlose slypers bedien;

onderdele onder toesig van 'n werkman-toesighouer in stelle verpak;

voorbereiding vir poleerwerk;

asbesdeeg (warm of koud) pers;

voorbehandeling van materiaal deur middel van chemiese prosesse;

gebonderiseerde remskoene en koppelaarplate proeftoets;

ruwe skuurwerk verrig waar die masjien of werk met die hand vasgehou word;

buitedraadinsnyding met die hand deur middel van stempelkoppe en/of tappe en/of skroefsnymasjiene verrig;

metaalstroke reguit en/of plat maak;

metaal, met inbegrip van klinknaels, slaan of klink; klinknaels verhit; klinkwerk verrig;

binnekronkelvere en/of veermatte deursnoer of deurryg;

onderdele of komponente met die hand of met masjiene stroop wat gewoonlik deur hierdie klas werkman gebruik word;

gedemonteerde vere stroop;

verf, kleefstowwe of erkende bitumastik- en brandwerende of roeswerende stowwe (deklae) aan onderdele of komponente met 'n sproeispuit of kwas aanbring, maar nie metaalspuitwerk verrig nie;

spoele met band toedraai;

brandstoftenks en verkoelereenhede toets;

koelvinne aan buise sny;

skroefdraad in boute sny;

oë aan hoofveerblaaie volgens setmate uitdraai;

draad met die hand of masjien van grootmaatvoorrade af op spoele, tolle, rolle, ens., uitgesonderd veldspoele draai;

artikels vir elektroplatering bedraad;

'n wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(60) ,,werkman graad 2" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:

Soldeer, vertin, aansweet, deurloopdraadsweiswerk, punt- en/of heg- en/of stuiksweiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvyle;

sweispunte skerpmaak maar nie herfatsoeneer nie;

sweispunte in posisie plaas;

metaalspinwerk met fatsoeneerders;

masjiene wat bedoel is of permanent aangepas is vir werk met 'n enkele gereedskapstuk en waar handbediening beperk is tot laai-, aansit-, stopsit- en aflaaiwerk, bedien maar nie stel nie;

the Regional Council concerned, experience in some other trade and who under the supervision of a journeyman assembles engines in an establishment registered in terms of Chapter IV of this Agreement;

(59) "operative, Grade 1," means an employee who is mainly or exclusively engaged on 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;

baring 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;

dispensing wire from bulk supplies onto small coils for sale;

drilling holes or drilling with special purpose drilling jigs, excluding setting or marking;

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 from 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;

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 and radiator units;

threading gills to tubes;

threading of bolts;

turning eyes on spring main blades to jigs;

winding or dispensing wire by hand or machine from bulk supplies onto spools, reels, coils, etc., but excluding field coils;

wiring up articles for eletroplating:

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(60) "operative, Grade 2," means an employee mainly or exclusively engaged on—

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 abrasive 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;

spoele in ankergleuwe plaas of wikkel en gleuwe met wîe sluit;
kommutators ondersny;
spoele fatsoeneer;
draad met die hand of 'n masjien in spoele fatsoeneer;
vooraf getoetste en gemerkte leidings aan kommutators verbind;
metaal poets;
elektroplateerbad, afstroop- en/of skoonbyttenk versorg;
vulnekke vir tenks met behulp van setmate maak;
kernseksies deur middel van klemme in rame pers;
veselglasonderdele volgens patrone of leipatrone sny;
onderdele uit vooraf gemengde plastiekmateriaal en veselglas in vooraf gevormde gietvorms maak;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(61) ,,werkman graad 3" 'n werknemer wat hoofsaaklik of uitsluitlik besig is met die herhalingsbediening of versorging, uitgesonderd die stel, van halfoutomatiese masjiene waar die werksiklus kragaangedrewe is en die eindpunt deur outomatiese stuiters en/of merke beheer word, met inbegrip van kapstaander- en rewolwertipe draaibanke waar alle werksaamhede deur vaste stuiters beperk word; en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(62) ,,werkman graad 4" 'n werknemer wat hoofsaaklik of uitsluitlik—

sweiswerk met elektriese sweisuitrusting en/of snywerk met 'n profielsnymasjien verrig en die verhittings- en snygasmengsels van die sweis- of snyuitrusting aan die vlamsnyer stel en reguleer;
sweis en/of sweissoldeer volgens setmate en/of aan onderdele wat so gevorm en/of geplaas is dat 'n setmaat nie nodig is nie: Met dien verstande dat enige vryhandse boog- of gassweiswerk wat deur hierdie werkman graad 4 verrig word, beperk moet wees tot sweislasse—

(a) wat na onder gedoen word;
(b) aan komponente waarvan die voltooide massa hoogstens 13,6 kg is;
(c) in reekse van minstens 50 identiese items in dieselfde plek, waar elke item hoogstens 10 minute van vloer tot vloer neem; en
(d) wat altesaam hoogstens 38,1 cm lank in een sweisnaat is;

(*Opmerking*.—Hierdie werknemer kan in die loop van sy pligte meetbande, liniale en winkelhake gebruik en kan, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, stel en regstel.);

(63) ,,werkman graad 5" 'n werknemer wat hoofsaaklik of uitsluitlik betrokke is by—

die meng van veselglasoplossings en/of harse, en/of met betrekking tot oplossings en/of harse;
die vasstelling van hoeveelhede volgens formulekaarte wat vir daardie doel verskaf word; asook
die meet van hierdie hoeveelhede deur middel van houers met graadverdeling;

(64) ,,werkman graad AR" 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:

Montering, waar geen paswerk vereis word nie;
met die hand in eendoelsetmate of -vormers buig en/of fatsoeneer;
remskoene en koppelaarplate bonderiseer;
onderdele met kan-kanniemate nagaan en/of toestelle en/of propmate toets;
materiaal met die hand of 'n masjien sny en/of pons volgens stuiters, setmate, patrone, patroonplate, merke of lengtes;
in vernis, emalje of verf indompel;
gate boor wat vooraf deur 'n vakman of masjiensteller gemerk is, of boorwerk met eendoelboorsetmate verrig;
met die hand of kraggereedskap afwerk of skuur: Met dien verstande dat in alle gevalle van presisiewerk die betrokke masjien vooraf deur 'n vakman of masjiensteller gestel moet word;
outomatiese masjiene voer en/of laai en/of aansit en/of aflaai en/of bedien;
metaal vyl, uitgesonderd presisiewerk verrig;
hefboom- en/of trap- en/of hand- en/of kragperswerk en/of keepwerk verrig waar dit gedoen word met vooraf gestelde setmate of stempels, maar nie setmate of stempels stel nie;
lood verhit;
visuele inspeksies uitvoer;
afmerkwerk volgens patrone of patroonplate met die hand verrig;
senterlose slypers bedien;
onderdele onder toesig van 'n werkmantoesighouer in stelle verpak;
voorbereiding vir poleerwerk;
voorbehandeling van materiaal deur middel van chemiese prosesse;
komponente proeftoets;
ruwe skuurwerk verrig waar die masjien of werk met die hand vasgehou word;
skroefsnywerk met die hand deur middel van stempelkoppe en/of tappe en/of skroefsnymasjiene verrig;
metaalstroke reguit maak en/of plat maak;

placing or winding coils into armature slots and closing slots wit wedges;
undercutting of commutators;
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 tanks by means of jigs;
pressing core sections into frames by means of clamps;
cutting fibreglass parts to patterns or templets;
making parts from pre-mixed plastic materials and fibreglass i pre-formed moulds;

and who may, provided he is paid the prescribed setting bonus, set an adjust the machines he operates;

(61) "operative Grade 3," means an employee mainly or exclusivel engaged in the repetitive operation of or attending to, but not setting semi-automatic machines where the work cycle is power-driven and th end point is controlled by automatic operating stops and/or marks including capstan and turret type lathes where all operations are limite by fixed stops; and who may, provided he is paid the prescribed settin bonus, set and adjust the machines he operates;

(62) "operative, Grade 4," means an employee mainly or exclusivel engaged on—

welding with electric welding equipment and/or cutting wit profile cutting machine, and setting and regulating of the heating an 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/o located as to obviate the need for a jig: Provided that any freehan arc or gas welding performed by this operative, Grade 4, must b restricted to welds which are—

(a) down-hand;
(b) of components of which the completed mass does not excee 13,6 kg;
(c) in runs of not less than 50 identical items in the same place, wit each item taking not more than 10 minutes floor to floor time and
(d) not in excess of 38,1 cm total length of one welding seam;

(*Note*.—This employe may use tapes, rules and squares in the cours of his duties and may, provided he is paid the prescribed setting bonu set and adjust any machines he operates.);

(63) "operative, Grade 5," means an employee mainly or exclusivel engaged on—

the mixing the fibreglass solutions and/or resins, and/or in relatio to solutions and/or resins;
determining quantities from formula charts provided for th purpose; and also
measuring these quantities by means of graduated vessels;

(64) "operative, Grade AR," means an employee who is mainly c exclusively engaged in any of the following duties:

Assembling where no fitting is required;
bending and/or forming by hand operation in special-purpose jig or formers;
bonderising brake shoes and clutch plates;
checking parts with go-no-go gauges, and/or testing devices and/c plug gauges;
cutting and/or punching of materials by hand or machine to stop 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 machin setter or drilling with special-purpose drilling jigs;
dressing, grinding by hand or power tool: Provided that in all cas of precision dressing the machine concerned shall be pre-set by journeyman or machine-setter;
feeding and/or loading and/or starting and/or unloading and/ operating of automatic machines;
filing of metals, other than precision work;
fly and/or treadle and/or manual and/or power pressing and/ notching where the work is done with pre-set jigs or dies, excludi the setting of jigs or dies;
heating lead;
inspecting visually;
marking off from patterns or templets by hand;
operating centreless grinders;
packing component parts into sets under supervision of operative supervisor;
preparation for buffing;
pre-treatment of materials by chemical process;
proof-testing components;
rough grinding where the machine or work is held by han screwing by hand with die-heads and/or taps and/or screwi machines;
straightening and/or flattening of metal strips;

metaal, met inbegrip van klinknaels, slaan of klink; klinknaels verhit; klinkwerk verrig;

onderdele en komponente stroop met die hand of met masjiene wat gewoonlik deur hierdie klas werkman gebruik word;

verf, kleefstowwe of erkende bitumastik- en brandwerende of roeswerende stowwe (deklae) met 'n sproeispuit of kwas aan onderdele of komponente aanbring, maar nie metaalspuitwerk verrig nie;

skroefdraad in boute sny;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(65) ,,werkman graad AV" 'n werknemer wat hoofsaaklik of uitsluitlik metaal en/of ander materiale aanwend en/of aanveeg en wat glas deur middel van selfseëlseksies monteer; en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(66) ,,werkman graad BR" 'n werknemer wat hoofsaaklik of uitsluitlik onderstaande werksaamhede verrig:

Metaal poets;

masjiene wat bedoel is of permanent aangepas is vir werk met 'n enkele gereedskapstuk en waar handbediening beperk is tot laai-, aansit-, stopsit- en aflaaiwerk, bedien maar nie stel nie, maar uitgesonderd enige werksaamheid in verband met die masjinering van remtrommels of remskywe;

sweispunte in posisie plaas;

sweispunte skerpmaak maar nie herfatsoneer nie;

soldeer, vertin, aansweet, deurloopdraadsweiswerk, punt- en/of heg- en/of stuiksweiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvyle;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(67) ,,werkman graad BV" 'n werknemer wat hoofsaaklik of uitsluitlik op 'n herhalingsgrondslag sweiswerk of sweissoldeerwerk verrig aan plate, stroke en stukke volgens 'n setmaat en/of aan onderdele wat só gevorm en/of só geplaas is dat 'n setmaat nie nodig is nie, en/of met 'n profielsnymasjien snywerk doen;

(68) ,,werkman graad CR" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is met die herhalende bediening of versorging, uitgesonderd die stel, van halfoutomatiese masjiene, waar die werksiklus krag aangedrewe is en die eindpunt deur outomatiese stuiters beheer word, met inbegrip van kaapstander- en rewolwertipe draaibanke waar alle werksaamhede deur vaste stuiters beperk word: Met dien verstande dat hierdie werkman geen werksaamheid mag verrig wat betrekking het op die masjinering van remtrommels of remskywe nie;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(69) ,,werkman graad CV" 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n vakman of valkeerling met nog hoogstens vier jaar om uit te dien, die volgende werk verrig:

Monteerwerk doen deur gate in die betrokke materiaal te boor waar nodig, deur onderdele aanmekaar te bout en/of met klinknaels vas te sit en/of vas te skroef en/of deur middel van hegsweiswerk aanmekaar te voeg;

lampe in posisie plaas, met inbegrip van die verlenging of verkorting van die elektriese koord, soos nodig, vanaf 'n tydelike posisie of 'n posisie wat deur die montering van 'n bak ongeskik gemaak word;

instrumentpanele, waaronder elektriese verbindings, skakelborde, stuwingstenks 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;

kabels in nuwe motoronderstelle, nuwe sleepwa-onderstelle of nuwe sleepwakaravane deur middel van knippe of boute, installeer en vassit;

kabels aan ligpunte of -toebehore wat reeds in posisie geplaas is, verbind;

sitplek- en sitplekrugleuningoortreksels met die hand of 'n masjien vasstik of vasryg;

ribbe en kussings met die hand opstop en afsluit;

hout volgens vooraf gestelde lengtes of diktes masjineer;

houtonderdele op houtwerkmasjiene volgens setmate of stuiters masjineer;

materiaal volgens vooraf gestelde afmetings sny;

alle materiale volgens patrone of patroonplate met die hand of 'n vooraf gestelde masjien onder toesig van 'n vakman of vakleerling afmerk en sny, buig, fatsoeneer en/of afdig, met inbegrip van, waar nodig, eendoelklampe aan die betrokke masjiene vassit;

met betrekking tot die meng van veselglasoplossings en/of harse, die vasstelling, volgens formulekaarte wat vir daardie doel verskaf is, van die hoeveelhede bestanddele wat nodig is, asook die meet van hierdie materiale deur middel van houers met graadverdeling en ook mengwerk;

striking metal, including rivet striking; rivet heating; riveting;

stripping parts and components by hand or machines normally used by this class of operative;

application by spray gun or brush of paint, adhesives or recognised bitumastic and fire resisting or rust preventing substances (coatings), other than metal spraying to parts or components;

threading of bolts;

and who may, provided he is paid the prescribed settling bonus, set and adjust the machines he operates;

(65) "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; and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(66) "operative, Grade BR," means an employee mainly or exclusively engaged in—

buffing of metals;

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, but excluding any operations connected with the machining of brake drums or brake drums or brake discs;

placing of welding tips in positions;

sharpening but not re-shaping of welding tips;

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 abrasive materials or by hand filing;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(67) "operative, Grade BV," means an employee engaged mainly or exclusively on a repetitive basis in welding or brazing plates, sheets and sections to jigs, and/or welding or brazing parts so formed and/or located as to obviate the need for a jig, and/or cutting with a profile cutting machine;

(68) "operative, Grade CR," 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 to fixed stops: Provided that this operative may not perform any operation related to the machining of brake drums or brake discs;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(69) "operative, Grade CV," means an employee mainly or exclusively engaged under the supervision of a journeyman or apprentice with not more than four years to serve, on—

assembling by drilling of relevant materials where necessary, by bolting riveting 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 chasses received for bodying, removing for safe-keeping instrument panels, including electrical connections, switchboards, 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 templets 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 fibreglass solutions and/or resins, determining from formula charts, provided for the purpose, the quantities of constituent materials required, measuring these materials by means of graduated vessels and mixing;

die gebruik van eenvoudige lengtemeettoestelle en van kombinasiewinkelhake;
en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(70) „werkman graad DR" 'n werknemer wat hoofsaaklik of uitsluitlik sweiswerk met elektriese sweisuitrusting en/of snywerk met 'n profielsnymasjien verrig en die verhittings- en snygasmengsels van die sweis- of snyuitrusting aan die vlamsnyer stel en reguleer; sweis- en/of sweissoldeerwerk verrig volgens setmate en/of volgens onderdele wat só gevorm en/of geplaas is dat 'n setmaat nie nodig is nie: Met dien verstande dat enige vryhandse boog- of gassweiswerk wat deur hierdie werkman graad DR verrig word, beperk moet wees tot sweislasse—

(a) wat na onder gedoen word;
(b) aan komponente waarvan die voltooide massa hoogstens 13,6 kg is;
(c) wat altesaam hoogstens 38,1 cm lank in een sweisnaat is;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(71) „werkman graad DV" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werk doen: Enige onderlaag of verf met behulp van 'n kwas en/of sproeispuit 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 vooraf bepaalde formule vir die voorbehandeling van metale in chemiese baddens,

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(72) „werkman graad VL" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werk verrig:

Klaar gemengde verf aanwend aan uitrusting, vaste toebehore, of installasie wat nie vir verkoop bedoel is nie;

artikels en/of komponente inmekaarsit waar geen montering nodig is nie;

'n vakman of 'n vakleerling met minstens een jaar ondervinding help met die installering en/of in posisie kram van elektriese kabels vir binneverligting of toebehore, of met die vassit van selfrigtende matryse by die stel van masjiene;

drade afstroop en kabelente vassit;

veselglasonderdele volgens patrone of patroonplate sny;

metaal of ander materiale saag of knoop met 'n yster- of sirkelsaag of wrywingsnyer volgens stuiters of setmate of volgens merke wat deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien, of werkman graad CV op materiale aangebring is;

met eendoelmasjiene, setmate of patroonplate—hand of masjien—buig en/of fatsoeneer, maar nie opstel van masjien nie;

in emalje en/of verf indompel;

boorwerk maar nie presisiewerk nie;

boute wat die bak vashou en/of boute wat sitplekke vassit, insit en/of vasdraai en/of losdraai;

onderdele uit vooraf gemengde plastiekstowwe en veselglas in vooraf gefatsoeneerde gietvorms maak;

afmerkwerk;

volgens stuiters, setmate, matryse of patroonplate—met die hand of masjien—pers en/of inkeep, maar uitgesonderd die stel van setmate of matryse;

met die hand of masjien volgens vooraf gestelde stuiters, merke, setmate of patroonplate pons en wel onder die toesig van 'n vakman of 'n vakleerling met minstens een jaar ondervinding;

inslaan van klinknaels;

ruwe afsaag van materiale met enige krag- of handbediende saagtoestel, uitgesonderd 'n kragguillotine, nadat die materiale deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien of 'n werkman graad CV uitgemerk is;

draad insny en/of tapwerk deur middel van draadsny- of tapmasjiene of -hegstukke;

punt- of weerstandsweising aan subsamestelwerk met komponente in eendoelsetmate of -setklemme;

met die hand draad in boute sny of gate of moere tap;

'n vooraf gestelde oksiasetileentoestel vir ruwe snywerk gebruik;

(73) „werkmanmasjinis, gekwalifiseer," 'n werknemer in 'n geregistreerde motoringenieursinrigting wat hoofsaaklik of uitsluitlik die volgende verrig en meer as een jaar lank verrig het:

(a) Een of twee, maar hoogstens twee, van die volgende enkeldoelmasjiene stel en bedien:

Krukasslyper;
silinderboormasjien en -slyper;
suierstangopknappingsmasjien;

en wat in die loop van sodanige stelwerk en bediening presisiemeetinstrumente gebruik wat gewoonlik op of met sodanige masjiene gebruik word;

(*Opmerkings.*—Vir die toepassing van hierdie omskrywing kan afsonderlike boor- en slypmasjiene as een enkeldoelmasjien beskou word.)

using simple linear measuring devices and/or combination squares; and who may, provided he is paid the prescribed setting bonus set and adjust the machines he operates;

(70) "operative, Grade DR," 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 parts so formed and/or located as to obviate the need for a jig. Provided that any freehand arc or gas welding performed by this operative Grade DR must be restricted to welds which are—

(a) down-hand;
(b) of components of which the completed mass does not exceed 13,6 kg;
(c) not in excess of 38,1 cm total length of one welding seam;

and who may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates.

(71) "operative, Grave DV," means an employee mainly or exclusively engaged in applying by brush and/or spray gun any prime 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 predetermined formula for pre-treatment of metals in chemical baths;
and who may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates;

(72) "operative, Grade VL," means an employee mainly or exclusively engaged on—

applying ready mixed paint to equipment, fixtures or to plant which is not for sale;

assembling articles and/or components where no fitting is required;

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 fibreglass parts to patterns or templets;

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 templets—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 and fibreglass in preformed moulds;

marking off;

pressing and/or notching to stops, jigs, dies or templets—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 templets under the supervision of a journeyman or an apprentice of not less than one year's experience;

rivet striking;

rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, 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 machine or attachments;

spot or resistance welding on subassembly work with component 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;

(73) "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;
connecting-rod 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) Oppervlakke van silinderkoppe en -blokke slyp;
klephervlakkingsmasjiene bedien;
klepbeddings afwerk;
klepleiers verwyder en terugplaas;
klepinlaatbeddings inpas maar nie maak nie;
leiers ruim;
uitdyproppe en heliese spoele pas;
kleppe fynslyp of slyp;
silinderkoppe monteer, uitgesonderd nokasse en laers aan bonokas-enjins;
krukas- en/of laer- en suiersamestelle inmekaarsit, uitgesonderd die vasdraai daarvan;
olie- en brandstofpompsamestelle, oliebakke en silinderkoppe vervang, uitgesonderd die vasdraai daarvan;
brandstof- en elektriese hulpuitrusting vervang, uitgesonderd die kalibrering en stel daarvan;

(*Opmerking*.—Die getal werkmanmasjiniste wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 3 (4) van Hoofstuk IV van Afdeling C van hierdie Ooreenkoms.);

(74) ,,werkmanmasjinis, ongekwalifiseer," 'n werkmanmasjinis met hoogstens een jaar ondervinding;

(75) ,,werkman-toesighouer" 'n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van werkers in werkmanklasse en algemene werkers;

(76) ,,parkering en/of bewaring van motorvoertuie—onderneming vir" 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 24 uur per dag of korter oop is;

(77) ,,deeltydse werknemer" 'n klerk wat hoogstens vyf uur altesaam op 'n bepaalde dag by dieselfde werkgewer in diens is;

(78) ,,patroonsnyermaker" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is in die buig van 'n snylem volgens 'n patroon of patroonplaat en dit in 'n steunvlak of -rug invoeg;

(79) ,,stukwerk" enige stelsel waarvolgens verdienste uitsluitlik op die hoeveelheid of omvang van gedane werk gebaseer word;

(80) ,,ponskaartbediener" 'n werknemer wat hoofsaaklik of uitsluitlik hand- of elektries aangedrewe papier- of kaartpons en/of verifieermasjiene bedien maar wat nie die stroombane op sodanige masjiene stel nie;

(81) ,,gekwalifiseer", ten opsigte van die werknemers wat in die Bylae hieronder gemeld word, werknemers met minstens ondergenoemde tydperke ondervinding:

Bylae

Winkelassistent, verkoopspersoon en/of klerke: drie jaar;
Motorvoertuigverkoopspersoon en/of handelsreisiger: een jaar;
leweransier-verkoopspersoon: drie jaar;
ponskaartbediener: ses maande;

(82) ,,verkoelerhersteller" 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:
'n Vooraf gestelde riffel- of vormmasjien bedien;
waterpype en metaalstroke vir vinne volgens vasgestelde lengtes sny;
terugvoumasjiene bedien;
kernstukke deur middel van 'n pers volgens die vereiste groottes vorm;
skoonmaak en vertin;
kernstukke in suurbaddens en soldeervate indompel;
waterhouers aan kernstukke vassweet;
symure aan kernstukke vassweet;
buise en buisplate vassweet;
vulnekke volgens setmaat maak;
verkoelers uitmekaarhaal;

(83) ,,vernuwingsinrigting" 'n bedryfsinrigting wat ingevolge Hoofstuk V van Afdeling C van hierdie Ooreenkoms as sodanig by die Raad geregistreer is;

(84) ,,Streek BR" die gebiede omskryf as ,,Gebied A (BR)" en ,,Gebied B (BR)";

(85) ,,Streek OP" die gebiede omskryf as ,,Gebied A (OP)" en ,,Gebied B (OP)";

(86) ,,Streek NK" die gebiede omskryf as ,,Gebied A (NK)", ,,Gebied B (NK)" en ,,Gebied C (NK)";

(87) ,,Streek NL" die provinsie Natal en die landdrosdistrik Mount Currie;

(88) ,,Streek OVS" die provinsie die Oranje-Vrystaat;

(89) ,,Streek TVL" die provinsie Transvaal;

(90) ,,Streek WP" die gebiede omskryf ,,Gebied A (WP)", ,,Gebied B (WP)" en ,,Gebied C (WP)";

(91) ,,Streekraad" 'n komitee wat die Raad ooreenkomstig sy konstitusie as sodanig aangestel het;

(92) ,,aflosklerk" 'n klerk wat hoogstens 28 kalenderdae in enige

(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 welch plugs and helical coils;
lapping or grinding valves;
assembling cylinder heads other than camshafts and bearings on overhead camshaft engines;
assembling crankshafts and/or bearing and piston assemblies, excluding the torquing of these;
replacing oil and fuel pump assemblies, sumps and cylinder heads, excluding the torquing of these;
replacing fuel and electrical ancillaries, excluding the calibrating and setting of these;

(*Note*.—The number of operative machinists that may be employed in any one establishment is governed by the ratio provisions of clause 3 (4) of Chapter IV of Division C of this Agreement.);

(74) "operative machinist, unqualified", means an operative machinist who has had not more than one year's experience;

(75) "operative supervisor" means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and general workers;

(76) "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;

(77) "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;

(78) "pattern cutter maker" means an employee mainly or exclusively engaged in the bending of a cutting blade to a pattern or templet and inserting it into a supporting base or back;

(79) "piece-work" means any system by which earnings are based solely on quantity or output of work done;

(80) "punch card operator" means an employee mainly or exclusively engaged in the operation of hand or electrically activated papertape or card-punching and/or verifying machines, excluding the setting of circuits on such machines;

(81) "qualified" in relation to employees set out in the Schedule hereunder means employees who have had not less than the periods of experience set out in the Schedule.

Schedule

Shop assistant, sales person and/or clerical employee: three years;
motor vehicle sales person and/or traveller: one year;
supply sales person: three years;
punch card operators: six months;

(82) "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 tubs and tub plates;
making filler necks to jigs;
dismantling radiators;

(83) "reconditioning establishment" means an establishment registered as such by the Council in terms of Chapter V of Division C of this Agreement;

(84) "Region BR" means those areas defined as "Areas A (BR)" and "Area B (BR)";

(85) "Region EP" means those areas defined as "Area A (EP)" and "Area B (EP)";

(86) "Region NC" means those areas defined as "Area A (NC)", "Area B (NC)" and "Area C (NC)";

(87) "Region NL" means the Province of Natal and the Magisterial District of Mount Currie;

(88) "Region OFS" means the Province of the Orange Free State;

(89) "Region TVL" means the Province of the Transvaal;

(90) "Region WP" means those areas defined as "Area A (WP)", "Area B (WP)" and "Area C (WP)";

(91) "Regional Council" means a committee appointed as such by the Council in terms of its Constitution;

(92) "relief clerical employee" means a clerical employee who is

tydperk van ses maande tydelik in diens geneem word om die werk te verrig van 'n klerk wat van sy werk afwesig is;

(93) ,,herstelwinkelassistent" 'n werknemer in 'n bedryfsinrigting in die werkwinkel waarvan minstens een vakman aktief met vakmanswerk besig is en wat onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

(a) onderdele of eenhede van motorvoertuie, trekkers, landbouma-sjinerie en -uitrusting en hulpuitrusting en/of hegstukke daarvan verwyder;

(b) sonder om die finale elektriese verbindings aan te bring die volgende vervang:
Alternators;
bakke;
baklyswerk;
enjinkappe;
remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid vorm;
gloeilampies;
stampers;
kabels, uitgesonderd elektriese kabels;
kabelhefbome;
kabelskakelings;
vergassers;
kajuite;
koppelaarsilinders;
kronkelvere;
verkoelingstelsels, uitgesonderd lugversorging;
silinderkoppe, sonder om hulle te wring;
deure;
deurhandvatsels;
dryfasse, uitgesonderd voorwielaandrywing;
enjinsamestelle;
enjinmonterings;
enjinmodderpanne;
uitlaatstelsels;
buikplanke;
vloerbedekking;
vliegwieldeksels, verwyderbaar;
brandstofpype;
brandstofpompe, uitgesonderd inspuitpompe;
brandstoftenks;
ratkassamestelle;
ratkasmonterings;
generators;
glas;
gruispanne;
roosters;
handrelingsklampe;
verwarmers;
lampe;
spruitstukke;
modderskerms;
oliefilters of -siwwe en die skoonmaak daarvan;
panele, buite of binne, en los toebehore, uitgesonderd waar gesweis;
koppelaar- en drukplate;
dryfasse;
verkoelers;
verkoelerproppe;
radio's en bandopnemers, maar nie die finale elektriese verbinding daarvan nie;
agterbakligte;
treeplanke;
sitplekke;
sitplekoortreksels;
aansitters;
doppe;
skokbrekers;
voorste en agterste bladvere;
aanslagplate;
oliebakmoere en -boute;
skerms;
klepdeksels;
waterslange;
vensterrame;
handruitslingers;

(c) agteraskokersamestelle verwyder en/of, sonder die gebruik van handgereedskap, weer in posisie plaas en met die hand vasdraai;

(d) beskermende lae aanbring op enjins, komponente of bybehore in die enjinkompartement gemonteer, vloermatte, sitplekop-pervlakke, bagasiebakke of kantskopplate;

(e) uurwerke volgens die korrekte tyd stel;

(f) veiligheidsgordels aanbring in voertuie waar daar ankerpunte is;

(g) waaierbande aanbring en stel waar geen meettoestelle of instrumente nodig is nie;

temporarily employed for a period of not more than 28 calendar days in any six months for the purpose of carrying out the duties of a clerical employee who is absent from work;

(93) "repair shop assistant" means an employee in any establishment in the workshop of which at least one journeyman is actively engaged on journeyman's work and who, under the supervision of such journeyman, mainly or exclusively—

(a) removes parts of units from motor vehicles, tractors, agricultural machinery and equipment and ancillary equipment and/or attachments thereof;

(b) replaces, without making final electrical connections—
alternators;
bodies;
body mouldings;
bonnets;
brake drums, except where the drum and hub are one complete unit;
bulbs;
bumpers;
cables, excluding electrical;
cable levers;
cable linkages;
carburettors;
cabs;
clutch cylinders;
coil springs;
cooling systems, excluding air conditioning;
cylinder heads, without torquing;
doors;
door handles;
drive shafts, excluding front-wheeldrive;
engine assemblies;
engine mountings;
engine mud trays;
exhaust systems;
floor boards;
floor covers;
flywheel covers—detachable;
fuel pipes;
fuel pumps, excluding injection pumps;
fuel tanks;
gearbox assemblies;
gearbox mountings;
generators;
glass;
gravel pans;
grills;
handrail brackets;
heaters;
lamps;
manifolds;
mudguards;
oil filters or strainers and the cleaning thereof;
panels—exterior or interior, and fittings other than where welded;
clutch and pressure plates;
propeller shafts;
radiators;
raditor plugs;
radios and tape recorders, excluding the final electrical connections;
rear body lights;
running boards;
seats;
seat covers;
self starters;
shells;
shock absorbers;
springs, leaf, front and rear;
striker plates;
sump nuts and bolts;
valances;
valve covers;
water hoses;
window frames;
window winders, manual;

(c) removes and/or without the use of hand tools repositions and hand tightens rear axle housing assemblies;

(d) applies protective coatings to engines, to components, or accessories mounted within the engine compartment, to floor mats, to seat surfaces, to luggage compartments or to sidekick plates;

(e) sets clocks to correct time;

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

(g) fits and adjusts fan belts where no measuring devices or instruments are necessary;

(*h*) los sitplekoortreksels aanbring waar geen verandering daaraan nodig is nie;
(*i*) met betrekking tot enige voertuig, lekke in bakke met vulsel herstel en lekke in ewenaar en ratkas van enjin deur vas te draai;
(*j*) wiele balanseer met enige masjien wat bedoel is om wiele los van die voertuig af te balanseer;
(*k*) met betrekking tot enige voertuig—
(i) die volgende nagaan een daaroor verslag doen:
Alle elektriese verbruikspunte;
regstellers van voorste sitplekke;
rigtingaanwysers;
uurwerke;
deur- en vensterhandvatsels;
deure, slotte en sleutels;
ruitveërs en -wasters:
Met dien verstande dat defekte wat deur 'n herstelwinkelassistent gerapporteer word, slegs deur 'n vakman, B/A-vakman of vakleerling reggestel mag word;
(ii) die volgende nagaan en regstel indien nodig:
Smoorklep, enjinkap, aansitter, handversneller en verwarmer, ventileerkabels en verkoelingstelselkabels;
slangverbindings om te kyk of daar nie water uitlek nie;
alle elektriese verbindings om te sien of dit stewig is;
uurwerke;
rigtingaanwysers; deur- en vensterhandvatsels;
deure, deurrubbers, slotte en sleutels;
generator- en alternatorbande om te sien of dit die regte spanning het;
ruitveërs en -wasters;
(*l*) gate boor volgens patroonplate:

Met dien verstande dat die verrigting van enigeen van die werksaamhede in hierdie omskrywing vermeld, nie so uitgelê mag word dat dit die verrigting van vakmanswerk wat met sodanige werksaamhede in verband staan, toelaat nie;

(*Opmerking*.—Die getal herstelwinkelassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.);

(94) ,,herhalingswerk,'' werk verrig deur 'n werknemer wat gedurig met een of meer herhalingsprosesse besig is;

(95) ,,herhalingskontroleur'' 'n werknemer wat hoofsaaklik of uitsluitlik enige vervaardigde of halfvervaardigde komponente nagaan deur middel van 'n meetband, meetstok of instrument, uitgesonderd 'n mikrometer, ten einde te verseker dat hulle nie te groot of te klein is nie en wat ná sodanige kontrolering slegs aan 'n meerdere verslag doen: Met dien verstande dat 'n herhalingskontroleur 'n mikrometer in die loop van sy pligte kan gebruik indien die voorgeskrewe mikrometerbonus aan hom betaal word;

(96) ,,bromponiewerker'' 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n vakman, motor- of motorfietswerktuigkundige bromponies inmekaarsit en/of uitmekaarhaal, uitgesonderd die uitmekaarhaal of inmekaarsit van enjins, elektriese toebehore, transmissiesamestelle, teleskopiese vurke, hidrouliese skokbrekers en kontroles;

(*Opmerking*.—Die getal bromponiewerkers wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms);

(97) ,,masjienstikker'' 'n werknemer wat hoofsaaklik of uitsluitlik met die hand of masjien stik;

(98) ,,diensverkoper'' 'n vakman wat hoofsaaklik of uitsluitlik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak en regstel of herstel en wat daarbenewens bestellings kan 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 herstelde goedere kan aflewer en geld kan invorder; en dit omvat ook persone wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms as diensverkopers soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing 323 van 24 Februarie 1956 (soos gewysig), in diens is maar wat nie aan die omskrywing van ,,vakman'' soos in hierdie Ooreenkoms vervat, voldoen nie;

(99) ,,skof'' 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;

(100) ,,winkelassistent/verkoopspersoon'' 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig in of by 'n bybehorewinkel of 'n motorvoertuigverkooplokaal 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 die goedere wat nodig is om bestellings

(*h*) fits loose seat covers when no alternation to them is necessary;
(*i*) in relation to any vehicle, repairs body leaks by fillings, and engine differential and gearbox leaks by tightening;
(*j*) balances wheels with any machine made to balance wheels off the vehicle;
(*k*) in relation to any vehicle—
(i) checks and reports on the operation of—
all electrical consumer points;
front seat adjusters;
direction indicators;
clocks;
door and window handles;
doors, locks and keys;
windscreen wiper 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, adjusts and if necessary replaces—
choke, bonnet, starter, hand throttle and heater, vent and cooling system cables;
hose connections for water leaks;
all electrical connections for tightness;
clocks;
direction indicators, door and window handles;
doors, door rubbers, locks and keys;
generator and alternator belts for correct tension;
windscreen wipers and washers;
(*l*) drilling holes to templets;

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;

(*Note*.—The number of repair shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of Chapter I of Division C of this Agreement.);

(94) "repetition work" means work performed by an employee constantly engaged on one or more repetitive processes;

(95) "repetitive checker" means an employee mainly or exclusively engaged in checking by means of tape, rule or instrument other than a micrometer, any manufactured or semi-manufactured components to ensure that they fall within indicated size limits, and whose action, consequential upon such checking, is limited to reporting to a superior: Provided that a repetitive checker who is paid the prescribed micrometer bonus may use a micrometer in the course of his duties;

(96) "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;

(*Note*.—The number of scooter workers that may be employed in any one establishment is governed by the ratio provisions of clause 14 of Chapter I of Division C of this Agreement.);

(97) "seaming machinist" means an employee mainly or exclusively engaged in sewing by hand or machine;

(98) "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 323 of 24 February 1956 (as amended), but who do not comply with the definition of "journeyman" as defined in this Agreement;

(99) "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;

(100) "shop assistant/sales person" 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

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;

(*Opmerking.*—Die getal winkelassistent/verkoopspersone wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 11 van Afdeling B van hierdie Ooreenkoms.);

(101) ,,korttyd" 'n tydelike vermindering van die getal gewone werkure as gevolg van 'n slapte in of die vereistes van die handel, 'n tekort aan materiaal, 'n algemene onklaarraking van installasie of masjinerie weens 'n ongeluk of ander onvoorsiene gebeurtenis en/of omstandighede 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;

(102) ,,speekwielsteller" 'n werknemer wat uitsluitlik of hoofsaaklik die speekwiele van motorkarre en motorfietse in die haak bring;

(103) ,,pakhuisman" 'n werknemer wat hoofsaaklik of uitsluitlik beheer het oor voorrade;

(104) ,,toesighouer" 'n werknemer wat deur die werkgewer aan die hoof geplaas word van 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin vulkaniseerwerk verrig word, 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;

(105) ,,leweransier-verkoopspersoon" 'n werknemer wat hoofsaaklik of uitsluitlik bestellings vra en/of neem vir die herstel en verkoop en/of lewering van implemente, masjinerie en uitrusting of toestelle of bybehore of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle, en wat sodanige nuwe of herstelde goedere kan aflewer en geld kan invorder en wat daarbenewens sodanige implemente masjinerie, uitrusting of toestelle kan olie, smeer en skoonmaak en gedurende enige tydperk wat 'n nuwe voertuig gewaarborg is, geringe regstelwerk aan sodanige voertuig kan verrig soos—

die vonkproppe en oliefilters vervang;
waaierbande vervang, aanbring en stywer maak;
nuwe batterykabels en gloeilampe insit;
die olie in lugfilters vervang;
geringe regstelwerk te verrig aan vergassers en ander dergelike regstelwerk doen, maar wat geen werktuigkundige herstelwerk mag verrig nie;

(106) ,,tydopnemer" 'n werknemer wat hoofsaaklik of uitsluitlik die arbeidskoste van 'n taak bereken, betaalstate opstel en klerklike werk verrig in verband met die werkkragte van 'n bedryfsinrigting;

(107) ,,handelsreisiger" 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting namens sodanige bedryfsinrigting hoofsaaklik of uitsluitlik bestellings van behoorlik gelisensieerde handelaars en/of ander persone vra of werf of opneem 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 motorvoertuigkomponent en wat daarbenewens geld namens sodanige inrigting kan invorder;

(108) ,,ongekwalifiseerde werknemers" werknemers wat minder ondervinding het as die tydperke ondervinding wat vir gekwalifiseerde werknemers in hul onderskeie klasse voorgeskryf word;

(109) ,,voertuigbakbouinrigting" 'n bedryfsinrigting waarin, waarop of waaruit voertuigbakbou verrig word;

(110) ,,vulkaniseerinrigting" 'n bedryfsinrigting waarin, waarop of waaruit die herstel, vulkanisering en/of versoling van buitebande verrig word;

(111) ,,vulkaniseerder se werkman" 'n werkwinkelwerknemer, uitgesonderd 'n vakman, toesighouer, algemene werker of vakleerling, wat vulkaniseerwerk verrig in 'n vulkaniseerinrigting en wat wiele kan balanseer met enige masjien wat bedoel is om wiele te balanseer wanneer hulle los van die voertuig af is;

(112) ,,loon" die bedrag wat aan 'n werknemer betaalbaar is kragtens klousule 3 van Afdeling B, klousule 3 van Hoofstuk I van Afdeling C, klousule 4 van Deel I van Hoofstuk II van Afdeling C, klousule 5 van Deel II van Hoofstuk II van Afdeling C, klousule 4 van Hoofstukke III, IV en V van Afdeling C ten opsigte van sy gewone werksure soos voorgeskryf in klousule 4 van Afdeling B, klousule 4 van Hoofstuk I van Afdeling C, klousule 5 van Deel I van Hoofstuk II en klousule 5 van Hoofstukke III, IV en V van Afdeling C: Met dien verstande dat—

(i) indien 'n werkgewer gereeld 'n werknemer vir sodanige werkure 'n hoër bedrag betaal as dié wat in enigeen van genoemde

putting together goods required to fulfil 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;

(*Note.*—The number of shop assistants/sales persons that may be employed in any one establishment is governed by the ratio provisions of clause 11 of Division B of this Agreement.);

(101) "short-time" means a temporary reduction in the number of ordinary hours of work owing 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, stock-taking or stoppage of work granted at the request of a majority of the employees in the establishment or part thereof;

(102) "spoke wheel truer" means an employee mainly or exclusively engaged on truing of spoke wheels of motor-cars and motor cycles;

(103) "storekeeper" means an employee who is mainly or exclusively engaged in the control of stocks or stores;

(104) "supervisor" means an employee who is placed by the employer in charge of any establishment or part of an establishment where vulcanising is carried on, for the purpose of allocating work to the employees in such establishment or part of an establishment and supervising such work during its passage through the establishment or portion of an establishment and relates to all operations incidental to vulcanising;

(105) "supply sales person" means an employee who is mainly or exclusively engaged in soliciting and/or taking orders 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;

(106) "timekeeper" mean an employee who is mainly or exclusively engaged in the compilation of job labour costs, pay-roll preparation and clerical work connected with the labour force of any establisment;

(107) "traveller" mean 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 licensed 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;

(108) "unqualified employees" means employees who have had less than the periods of experience stipulated for qualified employees of their respective classes;

(109) "vehicle body building establishment" means any establishment wherein, whereon or wherefrom vehicle body building is carried on;

(110) "vulcanising establishment" means any establishment wherein whereon, or wherefrom the repairing, vulcanising and/or retreading of tyres is carried on;

(111) "vulcaniser's operative" means a workshop employee, other than a journeyman, supervisor, general worker or apprentice, engaged in vulcanising work in a vulcanising establishment and who may balance wheels with any machine made to balance wheels off the vehicle;

(112) "wage" means the amount of money payable to an employee in terms of clause 3 of Division B, clause 3 of Chapter I of Division C clause 4 of Part I of Chapter II of Division C, clause 5 of Part II of Chapter II of Division C, clause 4 of Chapters III, IV and V of Division C in respect of his ordinary hours of work as prescribed in clause 4 of Division B, clause 4 of Chapter I of Division C, clause 5 of Part I of Chapter II and clause 5 of Chapters III, IV and V of Division C 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

klousules vir sodanige werknemer voorgeskryf word, dit sodanige hoër bedrag beteken;

(ii) voorbehoudsbepaling (i) van hierdie omskrywing nie só uitgelê mag word dat dit enige besoldiging bedoel of insluit wat 'n werknemer, wat in diens is op enige stukwerk- of kommissiegrondslag in klousule 16 van Afdeling A bepaal, benewens die bedrag ontvang het wat hy sou ontvang het indien hy nie op sodanige grondslag in diens was nie;

(113) ,,wag'' 'n werknemer wat hoofsaaklik die persele en goedere van die werkgewer bewaak en/of die motorvoertuie en goedere beskerm waarvan die werkgewer die bewaarnemer is;

(114) ,,week''—

(a) vir die toepassing van klousules 11 (Opgawes aan die Raad) en 25 (Ontwikkelingsfonds vir die Motornywerheid) van Afdeling A van hierdie Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae wat om middernag op 'n Sondag begin;

(b) vir die toepassing van die res van die klousules van die Ooreenkoms, 'n tydperk van sewe agtereenvolgende dae;

(115) ,,werkwinkeladministrasiepersoneel'' klerke en/of onderdeelverkoopswerknemers wat hoofsaaklik in verband met enigeen van die werksaamhede in paragrawe *(a)*, *(b)*, *(c)*, *(d)* en *(j)* van die omskrywing van ,,Motornywerheid'' vermeld, in diens geneem is;

(116) ,,werkwinkelwerknemer'' 'n werknemer, uitgesonderd 'n skoonmaakster, algemene werker graad I of graad II, vir wie lone voorgeskryf word in—

(a) klousule 3 van Hoofstuk I van Afdeling C;

(b) klousule 4 van Deel I van Hoofstuk II van Afdeling C;

(c) klousule 5 van Deel II van Hoofstuk II van Afdeling C;

(d) klousule 4 van Hoofstukke III, IV en V van Afdeling C.

Klousule 4—Vrystellings

(1) Die Streekrade of die Raad kan, behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, 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 aansoeker 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 kan, indien hy dit goeddink, na een week skriftelike kennisgewing aan die betrokke persoon/persone, enige vrystellingsertifikaat intrek.

(4) Die Sekretaris van die Streekraad of die Sekretaris van die Raad, na gelang van die geval, moet aan elkeen 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 hierdie 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 nommer;

(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.

Klousule 5—Betaling van Verdienste

(1) Alle verskuldigde verdienste moet weekliks of maandeliks, na gelang van die geval, in kontant betaal word: Met dien verstande dat—

(i) waar 'n werknemer instem, betaling per tjek kan geskied; en

(ii) as betaling per tjek geskied, dit betyds gedoen moet word sodat die tjek op die betaaldag gewissel kan word.

(2) *(a)* Verdienste moet betaal word op die dag, tyd en plek voorgeskryf in die kennisgewing wat in klousule 9 *(b)* van hierdie Afdeling L vermeld word.

(b) Die dag in paragraaf *(a)* van hierdie subklousule bedoel, moet enige dag wees waarop die betrokke werknemer gewoonlik werk: Met dien verstande dat die werknemer, op versoek van sodanige werknemer en met die toestemming van die werkgewer, op 'n ander werkdag, dit wil sê uitgesonderd 'n Sondag, betaal kan word.

(c) Die tyd in paragraaf *(a)* van hierdie subklousule bedoel, moet so vasgestel word dat alle werknemers wat in kontant betaal word, voor of op hul gewone uitskeityd betaal word.

(3) Alle werknemers op wie die spesiale omstandighede in subklousules (4) en (6) van hierdie klousule bedoel, nie van toepassing is nie, moet op die weeklikse of maandelikse betaaldag in subklousule (2) *(a)* van hierdie klousule bedoel, al die lone en toelaes betaal word, uitgesonderd verlofbesoldiging wat vir hulle opgeloop het vir die week of maand diens wat so pas voltooi is.

(4) Waar 'n werknemer diens aanvaar of hervat en minder as drie skofte onmiddelik voor die gewone betaaldag gewerk het, kan die

any of the said clauses for such employee, it shall mean 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 piece-work or commission basis provided for in clause 16 of Division A received over and above the amount which he would have received if he had not been employed on such basis;

(113) "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;

(114) "week" means—

(a) for the purposes of clauses 11 (Returns to the Council) and 25 (Motor Industry Development Fund) of Division A of this Agreement, a period of seven consecutive days commencing at midnight on a Sunday;

(b) for the purposes of the remaining clauses of this Agreement, a period of seven consecutive days;

(115) "workshop administrative staff" means clerical and/or spares sales 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";

(116) "workshop employee" means any employee other than a char, general worker Grade I or Grade II for whom wages are prescribed in—

(a) clause 3 of Chapter I of Division C;

(b) clause 4 of Part I of Chapter II of Division C;

(c) clause 5 of Part II of Chapter II of Division C;

(d) clause 4 of Chapters III, IV and V of Division C.

Clause 4—Exemptions

(1) Exemption from any of the provisions of this Agreement may, subject to the proviso to section 51 (3) of the Act, 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.

(4) The Secretary of the Regional Council or the General Secretary of 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 this 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 General Secretary of 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.

Clause 5—Payment of Earnings

(1) All earnings due shall be paid weekly or monthly, as the case may be, in cash: Provided that—

(i) where an employee consents, payment may be made by cheque; and

(ii) if payment is made by cheque, it shall be made at a time which permits the cheque to be cashed on the day of payment.

(2) *(a)* Earnings shall be paid on the day and at the time and place stipulated in the notice referred to in clause (9) *(b)* of this Division.

(b) The day referred to in paragraph *(a)* of this subclause shall be any day on which the employee concerned ordinarily works: Provided that at the request of the employee and with the consent of the employer, the employee may be paid on another week-day, i.e. excluding Sunday.

(c) The time referred to in paragraph *(a)* of this subclause shall permit all employees who are being paid in cash being paid by not later than their normal stopping time.

(3) On the weekly or monthly pay-day referred to in subclause 2 *(a)* of this clause, all employees to whom the special circumstances referred to in subclauses (4) and (6) of this clause do not apply shall be paid all the wages and all the allowances other than leave pay accrued to them in respect of the week or month of employment just completed.

(4) Where an employee assumes or returns to duty and has worked less than three shifts immediately preceding the ordinary pay-day the

werkgewer die verdienste vir sodanige skof(te) oordra na die volgende betaaldag, maar nie later nie.

(5) Die maandelikse verdienste aan maandeliks besoldigde werknemers verskuldig, moet voor of op die laaste werkdag van elke kalendermaand aan hulle betaal word.

(6) By diensbeëindiging moet die werkgewer aan die werknemer sy verdienste, bereken tot die tyd en datum van diensbeëindiging betaal, en wel op die datum van sodanige beëindiging.

(7) 'n Werkgewer wat die dag wil verander waarop verdienste aan sy werknemers betaal word, moet sy werknemers in kennis stel van sy voorneme om hierdie dag te verander deur 'n geskikte kennisgewing minstens 14 dae voor die verandering gaan plaasvind, op 'n opvallende plek op sy perseel te vertoon.

(8) Alle verdienste moet aan werknemers oorhandig word in verseëlde houers waarop die volgende getoon word, of wat vergesel moet gaan van 'n staat wat die volgende meld:

(a) Die naam van die werkgewer;
(b) die naam van die werknemer;
(c) die datum van betaling;
(d) die tydperk waarvoor hy besoldig word;
(e) die getal gewone en oortydure gewerk en die verskuldigde verdienste;
(f) die getal ure op 'n Sondag gewerk en die verdienste daarvoor verskuldig;
(g) besonderhede van enige ander verdienste;
(h) besonderhede van alle bedrae wat afgetrek is;
(i) die bedrag ingesluit; en
(j) enige verlofbesoldiging wat ingevolge hierdie Ooreenkoms verskuldig is, tensy sodanige verlofbesoldiging ingevolge hierdie Ooreenkoms aan die Sekretaris van 'n Streekraad gestuur moet word.

(9) Daar mag van geen werknemer, as deel van sy dienskontrak, vereis word om kos en/of inwoning te aanvaar van sy werkgewer of by enige plek aangewys deur die werkgewer of om enige goedere van die werkgewer te koop nie.

(10) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrae hoegenaamd, uitgesonderd die volgende, by wyse van skuldvergelyking of andersins, afgetrek word van die verdienste waarop 'n werknemer gewoonweg geregtig is nie:

(a) Waar 'n werknemer van die werk afwesig is om 'n ander rede as met verlof met besoldiging, 'n bedrag in verhouding tot sodanige afwesigheid, bereken op die grondslag van die loon wat sodanige werknemer vir sy gewone werkure ten tyde daarvan ontvang het:
Met dien verstande dat—
(i) waar sodanige afwesigheid te wyte is aan arbeidsongeskiktheid of 'n siekte wat binne die bestek van die Ongevallewet, 1941, val, die aftrekking vir die eerste week van afwesigheid hoogstens 70 persent van die werknemer se loon mag bedra;
(ii) 'n werkgewer as opskortende voorwaarde vir die betaling van enige bedrag ingevolge voorbehoudsbepaling (i), van die werknemer kan vereis om 'n doktersertifikaat te toon wat die aard en duur van die werknemer se ongeskiktheid meld;
(b) met die skriftelike toestemming van die werknemer en van die Streekraad of die Raad, bedrae vir—
(i) 'n vakansie- versekerings-, voorsorg- en/of pensioenfonds of mediese hulpskema, waar sodanige fondse nie deur 'n Streekraad of deur die Raad geadministreer word nie;
(ii) tee-, sport- of dergelike klubs;
(iii) goedere wat die werknemer van sy werkgewer gekoop het;
(c) bydraes tot die fondse van die Raad ingevolge klousule 11 van hierdie Afdeling en bydraes tot enige siektebystands-, voorsorg en/of pensioenfondse wat deur enige Streekraad of die Raad geadministreer word;
(d) enige bedrag wat 'n werkgewer regtens of ingevolge 'n ordonnansie of geregtelike proses namens 'n werknemer moet betaal;
(e) waar 'n werknemer instem of daar ingevolge die Swartes (Stedelike Gebiede) Konsolidasiewet, 1945, of die Wet op Swart-arbeid, 1964, van hom vereis word om kos en/of inwoning van sy werkgewer aan te neem, 'n bedrag van hoogstens R2,50 per week waar kos en inwoning verskaf word, hoogstens R1,65 per week slegs vir kos, of 85c per week slegs vir inwoning;
(f) ledegeld aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Combined Workers' Union ingevolge klousule 12 van hierdie Deel, of aan ander geregistreerde vakverenigings wat deur 'n Streekraad of die Raad goedgekeur is.
(g) bedrae wat 'n werkgewer geregtig is om ooreenkomstig Regulasies afgekondig ingevolge die Wet op Vakleerlinge, 1944, te verhaal op 'n vakleerling wat gedros het of uit 'n opleidingshostel vir vakleerlinge gesit is.

(11) Wanneer hy sy verdienste ontvang, moet elke werknemer skriftelik ontvangs daarvan erken as sy werkgewer dit vereis.

(12) As 'n werkgewer weens 'n klerklike of boekhou- of administrasiefout of verkeerde berekening meer besoldiging of verlofbesoldiging aan

employer may carry over the earnings for such shift(s) to not later than the following pay-day.

(5) The monthly earnings due to monthly paid employees shall be paid to them not later than the last working day of each calendar month.

(6) Upon termination of employment the employer shall pay an employee his earnings calculated up to the time and date of termination of services, on the date of such termination.

(7) An employer who wishes to change the day on which earnings are paid to his employees shall notify his employees of his intention to change this day by displaying at least 14 days before the change takes place a suitable notice in a prominent place on his premises.

(8) 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) any amount due as leave pay in terms of this Agreement unless such leave pay has to be sent in terms of this Agreement to the Secretary of a Regional Council.

(9) 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.

(10) 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) 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 owing 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 of any amount in terms of proviso (i) require the employee to produce a medical certificate stating the nature and duration of the employee's incapacity;
(b) deductions which are made with the written consent of the employee and of the Regional Council or the Council for—
(i) holiday, insurance, provident and/or pension funds or medical aid schemes where these are not administered by a Regional Council or the Council;
(ii) tea, sports or similar clubs;
(iii) purchases by employees from their employers;
(c) contributions to Council funds in terms of clause 11 of this Division and contributions to any sick benefit, provident and/or pension funds administered by any Regional Council or the Council;
(d) any amount paid by an employer compelled by law, ordinance, or legal process to make payment on behalf of an employee;
(e) where an employee agrees or is required in terms of the Blacks (Urban Areas) Consolidation Act, 1945, or the Black Labour Act 1964, to accept board and/or lodging from his employer, a deduction not exceeding R2,50 per week when board and lodging is provided, or not more that R1,65 per week for board only, or 85c per week for lodging only;
(f) subscriptions to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association and the Motor Industry Combined Workers' Union, in terms of clause 12 of this Part, or to such other registered trade unions as may be approved by a Regional Council or the Council;
(g) amounts which an employer in terms of Regulations promulgated in terms of the Apprenticeship Act, 1944, is entitled to recover from an apprentice who has deserted or has been expelled from an apprenticeship training hostel.

(11) Every employee shall, if so required by his employer, upon receiving payment of his earnings, acknowledge receipt thereof in writing.

(12) If an employer, owing to clerical or accounting or administrative error, or miscalculation, pays an employee any remuneration or leave pay in excess of the amount legally payable, the employer shall be entitled to recover the amount of the overpayment by deduction from

'n werknemer betaal as wat regtens betaalbaar is, is die werkgewer daarop geregtig om, behoudens ondergemelde voorwaardes, die oorbetaling te verhaal deur dit van daaropvolgende lone of verdienste of verlofbesoldiging af te trek:

(a) Die bedrag kan van een of meer betalings van verdienste of verlofbesoldiging afgetrek word, maar geen enkele aftrekking mag meer as 20 persent bedra van die besoldiging waarvan dit afgetrek word nie;

(b) geen sodanige bedrag mag afgetrek word nie, tensy die werkgewer die werknemer ten tyde van die eerste aftrekking en die Raad binne sewe dae ná die eerste aftrekking, verwittig van die omstandighede waarin die oorbetaling gedoen is, die bedrag daarvan en die bedrag van die voorgestelde aftrekking of aftrekkings.

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 kan een of meer aangewese persone as agente aanstel om te help om uitvoering te gee aan hierdie Ooreenkoms, en dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om die bedryfsinrigting te betree, 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 is om vas te stel of hierdie Ooreenkoms nagekom word.

KLOUSULE 8—REGISTRASIE VAN WERKGEWERS

(1) Elke werkgewer moet, tensy hy dit reeds gedoen het, ten opsigte van elke plek waar hy sake doen '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 werkgewer moet die Sekretaris van die betrokke Streekraad van enige verandering in ondergenoemde 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 vennote, direkteure of bestuurders.

KLOUSULE 9—VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS

Elke werkgewer 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 moet wees, op 'n opvallende plek wat geredelik toeganklik is, op sy perseel opplak en opgeplak hou:

(a) 'n Eksemplaar van hierdie Ooreenkoms;

(b) 'n kennisgewing in die vorm voorgeskryf by die regulasies kragtens die Wet, waarin gemeld word 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;

(c) 'n kennisgewing waarin die amptelike adres van die Afdelingsinspekteur, Departement van Mannekragbenutting en van die Sekretaris van die Streekraad binne wie se regsgebied die werkgewer sy sake doen, verstrek word;

(d) 'n kennisgewing wat die aanvangs- en uitskeityd van elke skof meld in die geval van vul- en/of diensstasies waar arbeiders volgens 'n skofstelsel werk;

(e) 'n kennisgewing in die vorm van Aanhangsel E van hierdie Ooreenkoms.

KLOUSULE 10—REGISTERS WAT DEUR WERKGEWERS BYGEHOU MOET WORD

(1) *Uur- en loonregisters.*—

(a) Elke werkgewer moet ten opsigte van en by elke plek waar hy besigheid dryf, 'n bygehoue register van die verdienste wat betaal is aan en die tyd wat gewerk is deur elk van sy werknemers te alle tye ter insae hou in die vorm voorgeskryf by die regulasies kragtens die Wet. Alle inskrywings moet met ink gedoen word.

subsequent wages or earnings or leave pay, subject to the following conditions:

(a) The deductions may be made from one or more payments of earning or leave pay, but no one deduction may exceed 20 per cent of the payment from which it is deducted;

(b) no such deduction shall be made unless the employer in writing, notifies the employee at the time of the first deduction, and the Council within seven days of the first deduction, of the circumstances under which the overpayment was made, the amount thereof, and the amount of the proposed deduction or deductions.

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, within one month after such change, 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 partners, directors or managers.

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 month, 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, Department of Manpower Utilisation 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;

(e) a notice in the form of Annexure E to this Agreement.

CLAUSE 10—RECORDS TO BE KEPT BY EMPLOYERS

(1) *Hours and wages record.*—

(a) 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.

(b) Elke werkgewer moet die ingevulde register, in paragraaf *(a)* van hierdie subklousule bedoel, hou vir 'n tydperk van drie jaar ná die datum van enige inskrywing daarin.

(c) Elke werkgewer moet by die indiensneming van elke werknemer die volgende besonderhede inskryf in die register wat in paragraaf *(a)* van hierdie subklousule bedoel word:

(i) Die naam van die werknemer;
(ii) die klas werk wat hy doen; en
(iii) die aanvangsdatum van sy indiensneming.

(2) *Bywoningsregister.*—Elke werkgewer moet 'n bywoningsregister in die vorm van Aanhangsel F6 van die regulasies kragtens die Wet op Fabrieke, Masjinerie en Bouwerk, 1941; beskikbaar hou waarin elke werknemer die presiese tyd van sy aankoms by en vertrek van die werk kan aanteken, as hy wil, of moet aanteken as sy werkgewer dit van hom vereis.

KLOUSULE 11—OPGAWES AAN DIE RAAD

(1) Elke werkgewer moet op elke betaaldag die heffings wat in subklousule (6) van hierdie klousule gespesifiseer is, van die loon van elkeen van sy werknemers, uitgesonderd vakleerlinge, aftrek.

(2) Elke werkgewer moet 'n bedrag gelyk aan dié bedrag van die heffings wat ooreenkomstig subklousule (1) van hierdie klousule afgetrek is, bydra en by die bedrag aldus afgetrek, voeg.

(3) Die totale bedrag van die heffings wat van die lone van die werknemers afgetrek is en die bedrag wat deur die werkgewers bygedra is ooreenkomstig subklousules (1) en (2) van hierdie klousule, moet elke maand betaal word aan die Sekretaris van die Streekraad vir die streek binne die regsgebied waarin die werkgewer se bedryfsinrigting geleë is, vergesel van 'n skriftelike verklaring wat die volgende besonderhede bevat:

(a) Die totale aantal algemene werkers en skoonmaaksters in diens en die totale bedrag van die heffings wat ten opsigte van sodanige werknemers aangestuur word; en

(b) ten opsigte van alle ander werknemers, insluitende vakleerlinge—

(i) die familienaam, voorletters, ras, geslag, geboortedatum, beroep en identiteitsnommer van vakmanne wat nie lede van vakverenigings is nie;
(ii) die bedrag van die heffing wat ten opsigte van elke werknemer aangestuur word;
(iii) datum van indiensneming of datum van diensbeëindiging in die geval van werknemers wat in diens geneem of ontslaan is sedert die besonderhede die vorige keer aangestuur is.

(*Opmerking.*—Vakmanne in bedryfsinrigtings wat nie 'n party by die Ooreenkoms is nie, moet deur die Raad voorsien word van genommerde identiteitskaarte en die vakverenigingnommers van vakverenigingle moet ingevolge klousule 12 (1) *(a)* van hierdie Afdeling op maandelikse opgawes ingevoeg word.)

(4) *(a)* Elke werkgewer moet onmiddellik nadat hy iemand as 'n B/A-vakman of werkmanmasjinis in sy bedryfsinrigting in diens geneem het 'n kennisgewing van sodanige indiensneming in die vorm van Aanhangsel B1 van hierdie Ooreenkoms invul.

(b) Elke werkgewer moet onmiddellik nadat 'n B/A-vakman of werkmanmasjinis bedank of uit sy diens ontslaan word 'n kennisgewing van sodanige bedanking of ontslag in die vorm van Aanhangsel B2 van hierdie Ooreenkoms invul.

(c) Elke werkgewer wat 'n kennisgewing invul soos in paragrawe *(a)* of *(b)* van hierdie subklousule voorgeskryf, moet dit binne sewe dae van die geval waarop dit betrekking het aan die Streekraad stuur binne wie se regsgebied sy sakeonderneming geleë is.

(5) Elke werkgewer moet die totale bedrag van die betaalbare heffings en die staat van die besonderhede wat elke maand ooreenkomstig subklousule (3) van hierdie klousule vereis word voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop die heffings en besonderhede betrekking het, aan die Sekretaris van die betrokke Streekraad betaal.

(*Opmerking.*—

(a) Die huidige posadresse van die Sekretarisse van die verskillende Streekrade is soos volg:

Streek BR: Posbus 714, Oos-Londen, 5200.
Streek OP: Posbus 3164, Port Elizabeth, 6000.
Streek NK: Posbus 446, Kimberley, 8300.
Streek NL: Posbus 2838, Durban, 4000.
Streek OVS: Posbus 910, Bloemfontein, 9300.
Streek TVL: Posbus 8477, Johannesburg, 2000.
Streek WP: Posbus 1946, Kaapstad, 8000.

(b) Vorms wat spesifiek opgestel is vir die insluiting van die besonderhede wat ooreenkomstig hierdie klousule vereis word, is op aansoek verkrygbaar van die Streeksekretaris van die betrokke Streek.)

(6) Die volgende bydraes ingevolge subklousule (1) moet in al die streke ingevorder word:

Algemene werkers en skoonmaaksters (ongeag hul weekloon), 6c per week;
alle ander werknemers, 12c per week:

(b) Every employer shall retain the completed record referred to in paragraph *(a)* of this subclause for a period of three years subsequent to the date of any entry in it.

(c) Every employer shall upon the commencement of employment of every employee enter into the record referred to in paragraph *(a)* of this subclause—

(i) the name of the employee;
(ii) the class of his employment; and
(iii) the date of commencement of his employment.

(2) *Attendance record.*—Every employer shall have available an attendance register in the form of Annexure F6 to the regulations under the Factories, Machinery and Building Works Act, 1941, in which any employee who wishes to do so may, and every employee whose employer requires him to do so shall, record his correct times of arrival at and departure from work.

CLAUSE 11—RETURNS TO THE COUNCIL

(1) Every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, the levies specified in subclause (6) of this clause.

(2) Every employer shall contribute and add to the levies deducted in terms of subclause (1), levies of an equal amount.

(3) The total amount of levies deducted from the earnings of employees and contributed by employers in terms of subclauses (1) and (2) of this clause, shall be paid each month to the Secretary of the Regional Council for the Region within the area of jurisdiction of which the employer's establishment is situated and shall be accompanied by a written statement containing the following details:

(a) The total number of general workers and chars employed and the total amount of levies remitted in respect of such employees; and

(b) in respect of all other employees, including apprentices—

(i) name, initials, race, sex, date of birth, occupation and identity number of non-trade union journeymen;
(ii) amount of levy remitted in respect of each employee;
(iii) date service began or date service ended, in the case of employees whose employment began or ended since the details were last submitted.

(*Note.*—Journeymen in non-party establishments shall be given numbered identity cards by the Council, and the trade union numbers of trade union members must be inserted on monthly returns in terms of clause 12 (1) *(a)* of this Division.

(4) *(a)* Every employer shall immediately after he engages any person to work in his establishment as a B/A journeyman or operative machinist complete a notification of such engagement in the form of Annexure B1 to this Agreement.

(b) Every employer shall immediately after a B/A journeyman or operative machinist resigns or is discharged from his employ, complete a notification of such resignation or/dismissal in the form of Annexure B2 to this Agreement.

(c) Every employer who completes a notification as prescribed in paragraphs *(a)* or *(b)* of this subclause 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.

(5) Every employer shall pay the total amount of the levies payable and render the statement of details required each month in terms of subclause (3) of this clause to the Secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the levies and details relate.

(*Note.*—

(a) The present postal addresses of the Secretaries of the various Regional Councils are as follows:

Region BR: P.O. Box 714, East London, 5200.
Region EP: P.O. Box 3164, Port Elizabeth, 6000.
Region NC: P.O. Box 446, Kimberley, 8300.
Region NL: P.O. Box 2838, Durban, 4000.
Region OFS: P.O. Box 910, Bloemfontein, 9300.
Region TVL: P.O. Box 8477, Johannesburg, 2000.
Region WP: P.O. Box 1946, Cape Town, 8000.

(b) Forms prepared specifically for the inclusion of the details required by this clause are obtainable on application from the Regional Secretary in the Region concerned.)

(6) The contributions in terms of subclause (1) shall in all Regions be at the rates set out hereunder:

General workers and chars (irrespective of weekly wage), 6c per week;
all other employees, 12c per week:

Met dien verstande dat—

(i) waar 'n werknemer vir minder as 23 uur 'n loon ontvang of minder as 23 uur in 'n bepaalde week gewerk het, geen bydraes deur of ten opsigte van hom vir daardie week betaalbaar is nie;

(ii) voordat 'n werknemer met sy jaarlikse verlof gaan, die bydraes wat verskuldig is vir die tydperk wat hy met verlof sal wees, afgetrek moet word.

(6) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na volstrekte goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

KLOUSULE 12—LEDEGELD VIR DIE MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA, DIE MOTOR INDUSTRY STAFF ASSOCIATION, DIE MOTOR INDUSTRY COMBINED WORKERS' UNION EN DIE SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION

(1) *(a)* Elke werkgewer wat lid van die South African Motor Industry Employers' Association en/of South African Vehicle Builders' and Repairers' Association is, moet van die loon van elkeen van sy betrokke werknemers die ledegeld aftrek wat deur sodanige werknemers aan die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association of die Motor Industry Combined Workers' Union betaalbaar is, en moet die bedrag aldus afgetrek stuur aan die Sekretaris van die Streekraad wat regsbevoegdheid in die betrokke gebied het, saam met 'n skriftelike verklaring wat die volgende besonderhede bevat van elke werknemer van wie se loon ledegeld afgetrek is:

(i) Familienaam en voorletters;

(ii) vakvereniginglidmaatskapnommer;

(iii) bedrag afgetrek; en

(iv) tydperk ten opsigte waarvan ledegeld afgetrek is.

(b) 'n Werkgewer wat deur 'n Streekraad skriftelik in kennis gestel is dat een of meer van sy werknemers agterstallig is met ledegeld vir die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union of met toetredingsgeld, moet sodanige agterstallige bedrae teen hoogstens R4 per werknemer per week aftrek van die besoldiging wat aan sodanige werknemer verskuldig is en moet bedrae wat aldus afgetrek is, onverwyld aan die betrokke Streekraad stuur.

(c) Elke werkgewer moet die ledegeld aldus afgetrek saam met die verklaring wat ooreenkomstig paragraaf *(a)* vereis word, voor of op die 10de dag van die maand wat onmiddellik volg op die maand waarop die ledegeld betrekking het, aan die Sekretaris van die betrokke Streekraad stuur.

(*Opmerking*.—Vorms wat spesifiek opgestel is vir die insluiting van die besonderhede wat ooreenkomstig hierdie subklousule vereis word, is op aansoek verkrygbaar van die Sekretaris van die Streekraad van die betrokke Streek.)

(2) Elke werkgewer wat lid van die South African Motor Industry Employers' Association is, moet, tensy hy sodanige ledegeld alreeds regstreeks aan genoemde Association betaal het, voor of op die 10de dag van elke maand een twaalfde van sy jaarlikse ledegeld wat aan genoemde vereniging betaalbaar is, aan die Sekretaris van die betrokke Streekraad stuur.

(3) Ledegeld wat die Raad ooreenkomstig subklousules (1) en (2) van hierdie klousule namens die South African Motor Industry Employers' Association, die Motor Industry Employees' Union of South Africa, die Motor Industry Staff Association en die Motor Industry Combined Workers' Union ontvang, moet voor of op die 10de dag van die maand wat volg op dié waarin die ledegeld ontvang is, aan daardie organisasies/vakverenigings betaal word.

(4) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na volstrekte goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

KLOUSULE 13—VAKVERENIGINGARBEID

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

Provided that—

(i) where an employee receives wages for less than 23 hours, 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;

(ii) before an employee proceeds on annual leave, contributions due in respect of the period during which he is to be on leave shall be deducted.

(6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

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

(1) *(a)* 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 subscription payable by such employees to the Motor Industry Employees' Union of South Africa, the Motor Industry Staff Association or the Motor Industry Combined Workers' Union and shall pay to the Secretary of the Regional Council having jurisdiction in the area concerned the amount thus deducted and render a written statement containing the following details in respect of each employee from whose wages subscriptions have been deducted:

(i) Surname and initials;

(ii) trade union membership number;

(iii) amount deducted; and

(iv) period in respect of which subscriptions were deducted.

(b) An employer who has been notified in writing by a Regional Council that one or more of his employees is in arrears with the Motor Industry Employees' Union of South Africa or the Motor Industry Combined Workers' Union subscriptions or entrance fees shall deduct such arrears up to an amount tot exceeding R4 per employee per week from remuneration due to such employee, and shall forthwith remit any amounts so deducted to the Regional Council concerned.

(c) Every employer shall pay the subscriptions deducted and render the statement required in terms of paragraph *(a)* to the Secretary of the Regional Council concerned by not later than the 10th day of the month immediately following the month to which the subscritpions relate.

(*Note*.—Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the Secretary of the Regional Council in the Region concerned.)

(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, forward to the Secretary of the Regional Council concerned, one twelfth of his annual subscriptions payable to the said Association, should such subscriptions not already have been paid direct to the Association.

(3) Subscriptions received by the Council in accordance with the provisions of subclauses (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 Combined Workers' Union, shall be paid to those organisations trade unions by not later than the 10th day of the month following that during which he subscriptions were received.

(4) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest of part thereof.

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) mag geen lid van enigeen van die vakverenigings werk by 'n werkgewer wat nie lid van enigeen van die werkgewersorganisasies is, aanvaar of in die diens van 'n werkgewer wie se lidmaatskap van enigeen van die werkgewersorganisasies beëindig is, bly nadat die Sekretaris van die betrokke Streekraad hom van sodanige beëindiging van lidmaatskap in kennis gestel het nie;

(b) mag geen lid van enigeen van die werkgewersorganisies 'n werknemer in diens neem of in sy diens hou wat, terwyl hy in aanmerking kom vir lidmaatskap van 'n vakvereniging wat 'n party by hierdie Ooreenkoms is, nie 'n lidmaatskapkaart uitgereik deur een van die vakverenigings kan toon nie: Met dien verstande dat 'n werknemer wat nie in besit van sodanige lidmaatskapkaart is nie, in diens geneem kan word mits daar binne 14 dae by die betrokke vakvereniging aansoek gedoen word om lidmaatskap vanaf die datum van indiensneming;

(c) moet die werkgewer, as 'n aansoek soos in paragraaf *(b)* van hierdie subklousule bedoel, verwerp word deur die vakvereniging waaraan dit gerig is, by ontvangs van sodanige kennisgewing van verwerping van die aansoek die werknemer onmiddellik kennis gee van diensbeëindiging soos in hierdie Ooreenkoms bepaal.

(2) Hierdie klousule is nie van toepassing nie—

(a) op kantoor-, pakhuis- en verkoopswerknemers- en klerke wat nie binne die bestek van Afdeling B val nie;

(b) op '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 drie maande van sy diens in die Nywerheid 'n uitnodiging van enigeen van die betrokke vakverenigings om lid daarvan te word, geweier het, hierdie klousule onmiddellik in werking tree; en

(ii) elke werkgewer, onmiddellik nadat 'n immigrant by hom begin werk, 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 veronregte persoon kragtens artikel 51 (10) van die Wet lidmaatskap van 'n party by hierdie Ooreenkoms, na die mening van die Raad, sonder redelike gronde geweier of beëindig is en die aansoeker sodanige weiering binne 21 dae daarna aan die Raad gerapporteer het;

(d) op vakleerlinge, skoonmaaksters, algemene werkers graad I en graad II en wagte;

(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 maatskappy te bepaal of te help bepaal.

(3) Bewys van lidmaatskap van enigeen van die betrokke vakverenigings bestaan uit die voorlegging van 'n lidmaatskapkaart wat deur die betrokke vakvereniging uitgereik is en wat, in die geval van die Motor Industry Employees' Union of South Africa en die Motor Industry Combined Workers' Union, 'n inskrywing bevat van die graad waarin die lidmaatskap van sodanige lid geregistreer is.

Klousule 14—Diensbeëindiging

(1) 'n Werkgewer of sy werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, uitgesonderd werkgewers en werknemers wat ingevolge Afdeling B van hierdie Ooreenkoms gedek word, wat kennis van die beëindiging van die dienskontrak gee, moet minstens een skof kennis van sodanige beëindiging gee, of 'n werkgewer of sodanige werknemer kan die kontrak sonder kennisgewing beëindig deur aan die werkgewer of die werknemer, na gelang van die geval, 'n bedrag te betaal of te verbeur wat gelyk is aan dié wat die werknemer ten tyde van sodanige beëindiging op 'n werkdag verdien: Met dien verstande dat—

(i) die reg van 'n werkgewer of sy werknemer om die kontrak op 'n regsgeldige grond sonder kennisgewing te beëindig;

(ii) 'n skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer waarin voorsiening gemaak word vir 'n kennisgewingstermyn wat vir beide partye ewe lank is en langer is as die wat in hierdie klousule voorgeskryf word;

(iii) die werking van 'n verbeuring of boete wat regtens van toepassing mag wees op 'n werknemer wat dros;

nie deur hierdie subklousule geraak word nie: Voorts met dien verstande dat, indien die loon van 'n werknemer op die datum van die beëindiging verminder is deur aftrekkings ten opsigte van korttyd, die uitdrukking „ten tyde van sodanige beëindiging op 'n werkdag verdien", geag word te beteken „ten tyde van sodanige beëindiging sou ontvang het as geen bedrag weens korttyd afgetrek was nie".

(2) Indien daar 'n ooreenkoms ingevolge die tweede voorbehoudsbe-

(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 or continue to employ any employee who while eligible for membership of a trade union who is a party to this Agreement, is unable to produce a membership card issued by one of such trade unions: Provided that any employee who is not in possession of such membership card may be employed subject to application being made within 14 days 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 subclause 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 respect of office, stores, sales and clerical employees who do not fall within the scope of Division B;

(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 and the 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, chars, general workers, Grade I and Grade II, and watchmen;

(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 Combined Workers' Union bearing a record of the grade in which the membership of such member has been registered.

Clause 14—Termination of Services

(1) An employer or his employee for whom wages are prescribed in this Agreement except for employers and employees covered in terms of Division B of this Agreement, who gives notice to terminate a 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/employer, as the case may be, an amount equal to that which the employee is earning on a work-day at the time of such termination: Provided that this subclause shall not affect—

(i) the right of an employer or employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) a 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;

(iii) 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

plaas van kennisgewing eweredig wees aan die kennisgewingstermyn waaroor daar ooreengekom is.

(3) Die kennisgewing by subklousule (1) voorgeskryf, kan op enige werkdag geskied en tree in werking vanaf die dag waarop dit gegee word: Met dien verstande dat—

(i) die kennisgewingstermyn nie mag saamval met, en die kennisgewing nie mag geskied gedurende 'n werknemer se afwesigheid met jaarlikse verlof of 'n tydperk van militêre diens nie;

(ii) kennis nie moet geskied gedurende 'n werknemer se afwesigheid met siekteverlof wat toegestaan is òf ingevolge klousule 31 van Afdeling A òf 'n siekefondsskema van die Raad nie tensy so 'n werknemer permanent ongeskik vir gewone werk is.

(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 in subklousules (1) en (2) hierbo bedoel, is die werkgewer, ondanks andersluidende bepalings 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 die werkgewer verskuldig is.

Klousule 15—Buitewerk

Geen werknemer mag—

(a) werk wat binne die bestek val van die Motornywerheid soos in hierdie Ooreenkoms omskryf, hetsy vir gewin of nie, vra of onderneem of bestellings daarvoor neem nie behalwe vir sy werkgewer: Met dien verstande dat hierdie paragraaf nie so uitgelê mag word dat dit 'n werknemer verbied om aan 'n motorvoertuig wat op sy eie naam geregistreer is, te werk nie;

(b) vir eie rekening of ten behoewe van enige persoon of firma, uitgesonderd sy werkgewer, handel in motorvoertuie of bybehore dryf nie.

Klousule 16—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 verdien het ooreenkomstig die stukwerkloon waaroor hy en sy werkgewer ooreengekom 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 tyd wat hy geneem het om die betrokke stuk werk te doen, op 'n tydwerkgrondslag in diens was.

(c) Vakleerlinge mag hoegenaamd nie vir stukwerk in diens geneem word nie.

(2) *Kommissiewerk.*—

(a) Die kommissiegrondslag waarop 'n werkgewer hom kontraktueel verbind om 'n motorvoertuigverkoopspersoon of handelsreisiger benewens sy/haar loon te betaal, moet skriftelik uiteengesit word.

(b) Enigeen van die partye wat 'n kontrak soos in paragraaf *(a)* van hierdie subklousule bedoel, wil intrek of 'n verandering wil laat aanbring in die grondslag van die kontrak, moet twee weke vooraf skriftelik kennis van sodanige voorneme aan die ander party geen, en geen intrekking van of verandering kragtens die kontrak is van krag nie tensy sodanige kennis gegee is: Met dien verstande dat die werkgewer vir 'n korter tydperk as twee weke skriftelik kennis kan gee indien hy die kommissietarief wil verhoog.

Klousule 17—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 instem om sy eie fiets te verskaf vir gebruik in sy werk, moet die werkgewer hom, benewens sy weeklikse besoldiging minstens 75c per week of gedeelte van 'n week betaal.

Klousule 18—Differensiële Lone en Indiensneming vir Vakmanswerk

(1) Indiensneming vir vakmanswerk.—

(a) Geen werkgewer mag enigiemand, uitgesonderd 'n vakman, B/A-vakman, werkmanenjinmonteur, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vir vakmanswerk in diens neem nie: Met dien verstande dat hierdie klousule nie geag word die indiensneming te verbied van ander klasse werknemers teen die lone wat vir sodanige klasse voorgeskryf word vir die werksaamhede en in die omstandighede in die omskrywing van sodanige klasse vermeld nie.

subclause (1), the payment or forfeiture in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work-day and shall take effect from the day on which it is given: Provided that—

(i) the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on annual leave or any period of military service;

(ii) notice shall not be given during an employee's absence on sick leave granted either in terms of clause 31 of Division A or any sick fund scheme conducted by the Council unless such employee is permanently unfit for normal occupation.

(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 subclauses (1) and (2) above, 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 15—Out-Work

No employee shall—

(a) solicit or take orders for or undertake any work falling within the scope of the Motor Industry as defined in this Agreement, 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, on his own account, or on behalf of any person or firm other than his employer.

Clause 16—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 sales person or traveller 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 subclause, who intends to cancel or negotiate a change in the basis of the contract shall give two weeks' written notice of such intention to the other party, and no cancellation of or change in terms of the contract shall be effective unless such notice has been given: Provided that less than two weeks' written notice may be given by the employer if he wishes to increase the rate of commission.

Clause 17—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 75c per week or part of a week in addition to his weekly remuneration.

Clause 18—Differential Rates of Wages and Employment on Journeyman's Work

(1) *Employment on journeyman's work.*—

(a) No employer shall employ or utilise any person other than a journeyman, B/A journeyman, operative engine assembler, 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.

(b) Geen werknemer mag 'n werknemer (wat onder sy toesig werk), uitgesonderd 'n vakman, B/A-vakman, werkmanenjinmonteur, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, gelas of toelaat om vakmanswerk te verrig nie.

(c) Geen werknemer, uitgesonderd 'n vakman, B/A-vakman, werkmanenjinmonteur, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, mag vakmanswerk verrig nie.

(*Opmerking.*—Onvoldoende betaling van lone wat voortspruit uit of in verband staan met onwettige indiensneming ingevolge hierdie klousule, moet in ooreenstemming met artikel 83 van die Wet vasgestel word.)

(2) *Differensiële lone—wettige indiensneming.*—'n Werkgewer wat, sonder om subklousule (1) van hierdie klousule te oortree, van 'n lid van een klas van sy werknemers vereis of hom toelaat om langer as altesaam 60 minute op 'n dag, hetsy benewens sy eie werk of in plaas daarvan, werk van 'n ander klas te verrig waarvoor—

(a) òf 'n hoër loon as dié van sy eie klas;

(b) òf 'n stygende loonskaal wat uitloop op 'n hoër loon as dié van sy eie klas;

voorgeskryf word, moet sodanige werknemer vir daardie dag—

(i) in die geval in paragraaf *(a)* bedoel, minstens die dagloon betaal wat teen die hoër loon bereken is; en

(ii) in die geval in paragraaf *(b)* bedoel, minstens die dagloon betaal, bereken volgens die kerf in die stygende loonskaal onmiddellik hoër as die loon wat die werknemer vir sy gewone werk ontvang het.

Klousule 19—Reistoelaes

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

(a) Terwyl hy as 'n passasier reis, teen die gewone loon, maar hoogstens een dag se loon vir 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 dryf, teen die gewone loon vir elke gedeelte van die werk en/of dryfwerk wat gedoen word gedurende die gewone werkure van die bedryfsinrigting waarin hy werksaam is, en teen oortydbesoldiging soos voorgeskryf in hierdie Ooreenkoms vir elke gedeelte van die werk en/of dryfwerk wat buite sodanige gewone werkure verrig word;

(c) die koste van 'n tweedeklasretoerkaartjie as hy per trein reis en 'n terugbetaling van die koste van sy etes en bed op die trein;

(d) terugbetaling van die koste van kos en inwoning wanneer hy by die werk besig is of van en na die werk reis;

(e) minstens R3 per nag vir nagte wanneer sy werk hom verhinder om na sy huis terug te keer.

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

(a) gedurende enige reis wat ter uitvoering van sy pligte onderneem word, langer as ses agtereenvolgende uur van sy huis en sy werkgewer se bedryfsinrigting afwesig is, moet—

(i) deur sy werkgewer by vertoning van kontantkwitansies of -strokies vergoed word vir alle uitgawes wat redelikerwyse deur hom aangegaan is vir maaltye en tee vir homself gedurende sodanige tydperk van afwesigheid wat nie oor 'n nag strek nie; of

(ii) deur sy werkgewer by vertoning van kontantkwitansies of -strokies vergoed word vir uitgawes wat redelikerwyse deur hom aangegaan is vir verversings, maaltye en akkommodasie gedurende elke nag se afwesigheid (,,Nag" beteken vir die toepassing van hierdie subparagraaf die tydperk tussen 23h00 en 04h00: Met dien verstande dat die werkgewer nie die diensverkoper hoef te vergoed vir enige bedrag van meer as R10 per nag wat die werknemer spandeer nie); of

(iii) deur sy werkgewer 'n verblyftoelae van minstens R10 per nag betaal word waar sodanige afwesigheid oor een of meer nagte strek: Met dien verstande dat die uitdrukking ,,nag" vir die toepassing van hierdie subparagraaf die tydperk tussen 23h00 en 04h00 beteken;

(b) sy werkgewer se motorvoertuig gebruik of van wie vereis word om per trein of 'n ander vervoermiddel, uitgesonderd sy eie, te reis, moet deur sy werkgewer vergoed word vir alle redelike vervoerkoste deur hom aangegaan tydens die uitvoering van sy pligte, en vir die toepassing van hierdie paragraaf word die stalling van 'n motorvoertuig oornag geag 'n vervoeruitgawe te wees;

(c) verplig is of toegelaat word om 'n motorvoertuig ter uitvoering van sy pligte te verskaf, moet deur sy werkgewer 'n alomvattende vervoertoelae betaal word vir elke myl/kilometer wat hy

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

(c) No employee, other than a journeyman, B/A journeyman, operative engine assembler, apprentice or trainee under the Training of Artisans Act, 1951, shall perform journeyman's work.

(*Note.*—Any underpayments of wages which arise from or are connected with illegal employment in terms of this clause shall be assessed in accordance with section 83 of the Act.)

(2) *Differential rates—legal employment.*—An employer who without contravening subclause (1) of this clause requires or permits a member of one class of his employees to perform for longer than 60 minutes in the aggregate on any day, either in addition to his own work or in substitution therefor, work of another class for which either—

(a) a wage higher than that of his own class; or

(b) a rising scale of wages terminating in a wage higher than that of his own class;

is prescribed, shall pay to such employee in respect of that day—

(i) in the case referred to in paragraph *(a)*, not less than the daily wage calculated at the higher rate; and

(ii) in the case referred to in paragraph *(b)*, not less than the daily wage calculated on the notch in the rising scale immediately above the wage which the employee was receiving for his ordinary work.

Clause 19—Travelling Allowances

(1) An employer who requires an employee other than a traveller, supply sales person or service 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 this Agreement for any part 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 R3 per night for such nights as he is prevented by his work from returning to his home.

(2) A traveller, supply sales person or service 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 against cash receipts or dockets for all expenses reasonably incurred by him for the provision of any meals and tea for himself during such period of absence not extending over a night; or

(ii) reimbursed by his employer against cash receipts or dockets for expenses reasonably incurred by him in respect of refreshments, meals and accommodation during each night of absence, "night" meaning for the purposes of this subparagraph the period between 23h00 and 04h00: Provided that the employer shall not be required to reimburse the service supply salesman with any amount which the employee spends in excess of R10 per night; or

(iii) paid by his employer a subsistence allowance of not less than R10 for each night where such period of absence extends over one or more nights: Provided that for the purposes of this subparagraph the expression "night" means the periods between 23h00 and 04h00;

(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 expense incurred by him in the performance of his duties, and for the purposes 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/kilometre

ter uitvoering van sy pligte in sodanige voertuig aflê. Sodanige vervoertoelae is soos volg:

(i) waar die enjinkapasiteit van die motorvoertuig minder as 1 250 cm^3 is: 13,15c per kilometer;
(ii) waar die enjinkapasiteit van die motorvoertuig 1 250 cm^3 maar hoogstens 2 500 cm^3 is: 16,13c per kilometer;
(iii) waar die enjinkapasiteit van die motorvoertuig meer as 2 500 cm^3 is: 19,21c per kilometer.

(3) Alle toelaes en uitgawes wat ingevolge subklousule (2) aan 'n handelsreisiger, leweransier-verkoopspersoon of diensverkoper betaalbaar is, moet deur sy werkgewer betaal word binne sewe dae nadat sodanige werknemer dit skriftelik eis: Met dien verstande dat die werknemer hoogstens een eis vir sodanige toelaes en uitgawes in 'n bepaalde week kan indien en dat hy nie sodanige eise met tussenpose van meer as een maand tussen eise mag indien nie.

(4) Hierdie klousule is nie op mobiele werkwinkels van toepassing nie, mits beddegoed en kookuitrusting deur die werkgewer verskaf word.

Klousule 20—Verandering van Diensvoorwaardes

Geen werkgewer mag vanweë die invoering van hierdie Ooreenkoms die besoldiging van 'n werknemer wat 'n hoër loon ontvang as dié wat in hierdie Ooreenkoms voorgeskryf word, laat verminder of toelaat dat dit verminder word nie of mag sodanige werknemer ontslaan en hom weer teen 'n laer besoldiging in diens neem nie of mag van 'n werknemer vereis of hom toelaat om aan hom die hele of 'n gedeelte van 'n toelae wat ingevolge hierdie Ooreenkoms betaalbaar is, te betaal of terug te betaal nie, en hy mag ook niks doen of laat doen of toelaat dat iets gedoen word wat regstreeks of onregstreeks daartoe lei dat 'n werknemer die voordeel of 'n gedeelte van die voordeel van sodanige toelae ontneem word nie.

Klousule 21—Spesiale Bepalings Betreffende Wagte

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die volgende spesiale bepalings van toepassing op wagte:

(a) Die gewone werkure van sodanige werknemers mag hoogstens 12 per skof en 84 per week wees en kan gewerk word op enige dag van die week met inbegrip van Sondae.
(b) Vir alle tyd wat daar langer gewerk word as 12 uur per skof, moet besoldiging betaal word van een dertigste van sy weekloon vir elke addisionele uur gewerk.
(c) Nadat sodanige werknemer sewe agtereenvolgende skofte gewerk het, is hy op een vry skof met die volle besoldiging geregtig asof hy sy gemiddelde gewone 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 een sewende van sy gewone weeklikse besoldiging, benewens sy gewone besoldiging, betaal moet word.
(d) 'n Wag is geregtig op verlof met volle besoldiging op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag, en indien daar van hom vereis word om op enigeen van hierdie dae te werk, moet sy werkgewer hom benewens een sewende van sy weekloon een vier-en-tagtigste van sy weekloon betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

(2) Elke werkgewer moet elke wag voorsien van—

(a) 'n geskikte stok of knopkierie vir die beskerming van sodanige werknemer;
(b) 'n polisiefluitjie;
(c) 'n geskikte middel om sodanige werknemer warm te hou.

(3) Die minimum loon wat 'n werkgewer aan 'n wag moet betaal, is R28,98 per week, en 'n wag mag nie 'n loon wat laer as hierdie bedrag is, aanneem nie.

(4) Drie weke verlof met volle besoldiging moet toegestaan word aan alle wagte wat 12 maande ononderbroke diens by dieselfde werkgewer voltooi het sedert die datum van indiensneming of vanaf die datum waarop die vorige verlof verskuldig geword het, naamlik die jongste datum.

Klousule 22—Verhuring en Onderverhuring 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 kan na sy goedvinde verleen of geweier word.

travelled in such vehicle in the performance of his duties. Such transport allowance shall be—

(i) where the engine capacity of the motor vehicle is under 1 250 cm^3: 13,15c per kilometre;
(ii) where the engine capacity of the motor vehicle is 1 250 cm^3 but not over 2 500 cm^3: 16,13c per kilometre;
(iii) where the engine capacity of the motor vehicle is over 2 500 cm^3: 19,21c per kilometre.

(3) Any allowances and expenses payable to a traveller, supply sales person or service supply salesman in terms of subclause (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 20—Change in Conditions of Employment

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 part 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 part of the benefit of such allowance.

Clause 21—Special Provisions Relating to Watchmen

(1) The following special provisions shall, notwithstanding anything to the contrary contained in this Agreement, apply to watchmen:

(a) The normal hours of work of such employees shall not exceed 12 hours per shift and 84 hours per week and may be worked on any day of the week including Sundays.
(b) 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.
(c) 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 remuneration in addition to his ordinary remuneration.
(d) A watchman shall be entitled to leave on full pay on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day, and if he is required to work on any of these days his employer shall pay him in addition to one seventh of his weekly wage, 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 knobkerrie for the protection of such employee;
(b) a police whistle;
(c) suitable provision for the warmth of such employee.

(3) The minimum wage which shall be paid by an employer to a watchman shall be R28,98 per week and no watchman shall accept a wage lower than this.

(4) Three weeks' leave on full pay shall be granted to all watchmen who have completed 12 months of continuous employment with the same employer since the date of engagement or from the date on which the previous leave fell due, whichever is the later.

Clause 22—Letting and Subletting of Premises

(1) No employer shall cause or permit any part of the premises occupied by him in which he is conducting or has conducted any work in the Motor Industry to be let or subject 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.

KLOUSULE 23—DRYF VAN MOTORVOERTUIE

(1) Behoudens subklousule (2), mag geen werkgewer vereis of toelaat dat 'n werknemer wat 'n loon van minder as R28,52 per week ontvang, 'n motorvoertuig wat uit eie krag beweeg, op 'n openbare pad in die loop van sy werk in die Nywerheid dryf nie.

(2) Werknemers wat hoofsaaklik of uitsluitlik—

(a) bromponies, motorfietse, driewiele of ander motorvoertuie met 'n bruto voertuigmassa van hoogstens 3 500 kg; of

(b) motorvoertuie met 'n bruto voertuigmassa van meer as 3 500 kg;

dryf, moet besoldig word teen minstens die lone voorgeskryf in klousule 3 van Hoofstuk I van Afdeling C vir die drywers van hierdie onderskeie klasse voertuie.

KLOUSULE 24—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 duur 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 besoldiging wat vir die duur van diens voorgeskryf word.

KLOUSULE 25—ONTWIKKELINGSFONDS VIR DIE MOTORNYWERHEID

(1) *(a)* Elke werkgewer in Streek WP moet voor of op die 10de dag van elke maand aan die Sekretaris van die betrokke Streekraad 'n heffing van 2c per week stuur vir die Ontwikkelingsfonds vir die Motornywerheid vir elke werknemer ten opsigte van wie die werkgewer die Raadsheffing ingevolge klousule 11 van hierdie Afdeling betaal.

(b) Elke werkgewer in Streke NL moet voor of op die 10de dag van elke maand aan die Sekretaris van die betrokke Streekraad 'n heffing van 4c per week stuur vir die Ontwikkelingsfonds vir die Motornywerheid vir elke werknemer ten opsigte van wie die werkgewer die Raadsheffing ingevolge klousule 11 van hierdie Afdeling betaal.

(c) Elke werkgewer in Streke BR, OP, NK en OVS moet voor of op die 10de dag van elke maand aan die Sekretaris van die betrokke Streekraad 'n heffing van 6c per week stuur vir die Ontwikkelingsfonds vir die Motornywerheid vir elke werknemer ten opsigte van wie die werkgewer die Raadsheffing ingevolge klousule 11 van hierdie Afdeling betaal.

(d) Elke werkgewer in Gebied TVL moet voor of op die 10de dag van elke maand aan die Sekretaris van die betrokke Streekraad 'n heffing van 5c per week vir die Ontwikkelingsfonds vir die Motornywerheid stuur vir elke werknemer vir wie die werkgewer die Raadsheffing ingevolge klousule 11 vir hierdie Afdeling betaal.

(2) Elke werkgewer wat 'n motoringenieursinrigting bedryf soos in hierdie Ooreenkoms omskryf, moet, benewens die heffing in subklousule (1) van hierdie klousule bedoel, 'n heffing van 50c per week vir die Motoringenieursontwikkelingsfonds aan die Sekretaris van die betrokke Streekraad stuur ten opsigte van elke vakman wat in sodanige motoringenieursinrigting werksaam is.

(3) 'n Werkgewer wat 'n bedrag ingevolge klousule 5 (10) *(g)* van hierdie Afdeling van die verdienste van 'n vakleerling afgetrek het, moet die bedrag aldus afgetrek voor of op die 10de dag van die maand wat volg op die maand waarin die aftrekking geskied het aan die Sekretaris van die betrokke Streekraad stuur.

(4) Heffings vir die Ontwikkelingsfonds vir die Motornywerheid en die Motoringenieursontwikkelingsfond wat deur die Raad ooreenkomstig subklousules (1) en (2) van hierdie klousule ontvang word, en die optrekking in subklousule (3) van hierdie Klousule bedoel moet voor of op die 10de dag van die maand wat volg op die maand waarin die heffings ontvang word, aan die South African Motor Industry Employers' Association betaal word.

(5) 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 en die Motoringenieursontwikkelingsfonds wat ingevolge subklousule (3) van hierdie klousule aan hom betaal word, soos volg aanwend:

(a) Om aan die Departement van Nasionale Opvoeding die Motornywerheid se eweredige aandeel aan kapitaaluitgawes te betaal wat ontstaan uit die blokvrylatingstelsel van tegniese opleiding vir vakleerlinge in die Motornywerheid;

CLAUSE 23—DRIVING OF MOTOR VEHICLES

(1) Subject to the provisions of subclause (2), no employer shall cause or permit any employee in receipt of wages less than R28,52 per week to drive any motor vehicle under its own power on a public road during the course of his employment in the Industry.

(2) Employees who mainly or exclusively drive—

(a) scooters, motor cycles, tricycles or other motor vehicles with a gross vehicle mass not exceeding 3 500 kg; or

(b) motor vehicles with a gross vehicle mass of more than 3 500 kg;

shall be remunerated at not less than the wages prescribed in clause 3 of Chapter I of Division C for the drivers of these respective classes of vehicles.

CLAUSE 24—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 date of such termination: Provided that where in this Agreement the wage of any employee is determined by length or 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.

CLAUSE 25—MOTOR INDUSTRY DEVELOPMENT FUND

(1) *(a)* Every employer in Region WP shall not later than the 10th day of each month forward to the Secretary of the Regional Council concerned a Motor Industry Development Fund levy of 2c per week for every employee in respect of whom the employer pays the Council levy in terms of clause 11 of this Division.

(b) Every employer in Region NL shall not later than the 10th day of each month forward to the Secretary of the Regional Council concerned a Motor Industry Development Fund levy of 4c per week for every employee in respect of whom the employer pays the Council levy in terms of clause 11 of this Division.

(c) Every employer in Regions BR, EP, NC and OFS shall not later than the 10th day of each month forward to the Secretary of the Regional Council concerned a Motor Industry Development Fund levy of 6c per week for every employee in respect of whom the employer pays the Council levy in terms of clause 11 of this Division.

(d) Every employer in Region TVL shall not later than the 10th day of each month forward to the Secretary of the Regional Council concerned a Motor Industry Development Fund levy of 5c per week for every employee in respect of whom the employer pays the Council levy in terms of clause 11 of this Division.

(2) In addition to the levy referred to in subclause (1) of this clause every employer who operates an automotive engineering establishment as defined in this Agreement shall forward to the Secretary of the Regional Council concerned an Automotive Engineering (AE) Development Fund levy of 50c per week in respect of each journeyman employed in such automotive engineering establishment.

(3) An employer who has made a deduction from the earnings of an apprentice in terms of clause 5 (10) *(g)* of this Division shall pay the amount deducted to the Secretary of the Regional Council concerned by not later than the 10th day of the month following that during which the deduction was made.

(4) Motor Industry Development Fund and AE Development Fund levies received by the Council in accordance with the provisions of subclauses (1) and (2) of this clause and the deduction referred to in subclause (3) 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 they are received.

(5) 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 and AE Development Fund levies paid to it in terms of subclause (3) of this clause as follows:

(a) To pay the Department of National Education, the Motor Indsutry's proportionate share of capital expenses arising from the block release system of technical training for apprentices in the Motor Industry;

(b) om na goedvinde by te dra tot die koste van opleiding- of ander skemas wat ingevoer en behartig word vir die voordeel van werknemers en/of werkgewers in die Motornywerheid;

(c) om enige koste, uitgawes of gelde te bestry wat deur die Ontwikkelingsfonds vir die Motornywerheid en die Motoringenieursontwikkelingsfonds betaalbaar is ingevolge die konstitusies van hierdie Fondse.

(6) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na volstreke goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

Klousule 26—MICWU-Ontwikkelingsfonds

(1) Die Sekretaris van elke Streekraad moet R1 aftrek van die addisionele vakansiebesoldiging waarmee 'n lid van die Motor Industry Combined Workers' Union gekrediteer is wanneer hy met jaarlikse verlof gaan.

(2) Bedrae wat ingevolge subklousule (1) van hierdie klousule van die addisionele vakansiebesoldiging afgetrek is, moet voor of op die 10de dag van die maand wat volg op dié waarin die bedrag afgetrek is, aan die Hoofkantoor van die Motor Industry Combined Workers' Union betaal word.

(3) Die fondse wat aan die MICWU-ontwikkelingsfonds gestuur word, moet geadministreer word deur die Besuurskomitee wat deur die Nasionale Uitvoerende Komitee van die Motor Industry Combined Workers' Union aangestel is ooreenkomstig die konstitusie wat by die Nywerheidsregistrateur geregistreer is.

Klousule 27—Werkende Werkgewers en Vennote

Alle werkende werkgewers en vennote in die Motornywerheid moet die werkure en die aanvangs- en sluitingsure wat in hierdie Ooreenkoms voorgeskryf word, nakom.

Klousule 28—Indiensneming van Persone onder 15 Jaar

Geen werkgewer mag iemand onder die ouderdom van 15 jaar wetens in diens neem nie.

Klousule 29—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 30—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 nie;

(a) Die dienskontrakgrondslag van 'n los arbeider is uurliks, en die werkgewer moet sodanige werknemer, waar die dienstydperk op enige dag—
  (i) twee uur of minder duur, minstens die uurloon vir twee uur betaal;
  (ii) langer as twee uur maar nie langer as nege uur duur nie, minstens die uurloon betaal vir elke uur of gedeelte van 'n uur van die tyd gewerk; of
  (iii) langer as nege uur duur, oortydbesoldiging vir sodanige langer tyd, op die grondslag wat vir 'n arbeider in hierdie Ooreenkoms voorgeskryf word, betaal;

(b) die werkgewer moet die besoldiging wat aan 'n los arbeider verskuldig is by diensbeëindiging betaal;

(c) „los arbeider" beteken iemand wat op hoogstens drie dae in 'n bepaalde week en op hoogstens 28 kalenderdae in enige tydperk van ses maande by dieselfde werkgewer in diens is vir enigeen van die pligte in die omskrywing van „algemene werker graad II" in hierdie Afdeling;

(d) „uurloon" beteken, vir die toepassing van hierdie klousule, die weekloon voorgeskryf vir 'n algemene werker graad II in hierdie Ooreenkoms, gedeel deur 46.

Klousule 31—Siekteverlof

(1) Iemand wat nie op siekebesoldigingsbystand kragtens 'n siektefondsskema van die Raad geregtig is nie n wat van sy werk afwesig is

(b) to contribute at its sole discretion towards the cost of any training or other scheme 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 and AE Development Fund in terms of the constitutions of these Funds.

(6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

Clause 26—MICWU Development Fund

(1) The Secretary of each Regional Council shall deduct the sum of R1 from the additional holiday pay standing to the credit of a member of the Motor Industry Combined Workers' Union at the time he proceeds on annual leave.

(2) Amounts deducted from additional holiday pay in terms of subclause (1) of this clause shall be paid to the National Office of the Motor Industry Combined Workers' Union by not later than the 10th day of the month following that during which the amounts were deducted.

(3) The funds remitted to the MICWU Development Fund shall be administered by the Management Committee appointed by the National Executive Committee of the Motor Industry Combined Workers' Union in terms of the Constitution registered by the Industrial Registrar.

Clause 27—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 28—Employment of Persons under the age of 15 Years

No employer shall knowingly employ any person who is under 15 years of age.

Clause 29—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 30—Casual Labourers

Notwithstanding anything to the contrary in this Agreement 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 recorded for 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 this Agreement;

(b) the employer shall pay the remuneration due to a casual labourer on termination of his employment;

(c) "casual labourer" means a person who is employed on any of the duties enumerated in the definition of "general worker, Grade II," in this Division by the same employer on not more than three days in any week, and on not more than 28 calendar days in any period of six months;

(d) "hourly wage" for the purposes of this clause means the weekly wage prescribed for a general worker, Grade II, in this Agreement, divided by 46.

Clause 31—Sick Leave

(1) Any person who is not entitled to sick pay benefits in terms of any sick fund scheme conducted by the Council, and who is absent from

weens siekte of 'n ongeluk wat nie deur sy eie wangedrag of nalatigheid veroorsaak is nie en waarvoor daar nie skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is nie, is gedurende enige tydperk van 52 agtereenvolgende weke diens by dieselfde werkgewer, met ingang van die datum van diensaanvaarding, maar behoudens subklousule (2) hiervan, geregtig op siekteverlof met volle besoldigng vir 'n tydperk van hoogstens—

(a) 10 werkdae as hy gewoonlik vyf dae per week werk; of

(b) 12 werkdae as hy gewoonlik vyf en 'n half dae per week werk.

(2) Iemand wat ingevolge subklousule (1) hiervan op siekteverlofbesoldiging geregtig is, moet soos volg deur sy werkgewer betaal word:

vir twee dae waar die tydperk van afwesigheid tot vier agtereenvolgende werkdae strek;

vir drie dae waar die tydperk van afwesigheid tot vyf agtereenvolgende werkdae strek;

vir vyf dae waar die tydperk van afwesigheid tot ses agtereenvolgende werkdae strek;

vir 10 of 12 dae, na gelang van die geval, waar die tydperk van afwesigheid meer as ses agtereenvolgende werkdae strek:

Met dien verstande egter dat—

(i) geen sodanige persoon vir siekteverlof met besoldiging in aanmerking kom gedurende die eerste twee maande diens by 'n bepaalde werknemer nie;

(ii) siekteverlof met besoldiging nie geëis kan word ten opsigte van afwesigheid van werk gedurende die eerste drie agtereenvolgende werkdae nie;

(iii) siekteverlof met besoldiging nie kan oploop nie;

(iv) so 'n persoon gedurende die eerste 52 agtereenvolgende weke diens by dieselfde werkgewer op siekteverlofbesolding deur sy werkgewer geregtig is vir slegs een werkdag vir elke voltooide tydperk van vyf weke diens as hy gewoonlik vyf dae per week werk of vir elke voltooide tydperk van een maand diens as hy gewoonlik vyf en 'n half dae per week werk.

(3) *(a)* Iemand van wie sy werkgewer vereis om 'n doktersertifikaat of enige ander bewys van siekte voor te lê, moet sodanige doktersertifikaat of ander bevredigende bewys voorlê binne hoogstens twee weke nadat hy terug is by die werk, anders verbeur hy sy reg op siektebesoldiging.

(b) Iemand wat 'n doktersertifikaat of bevredigende bewys van siekte voorlê, onmiddellik nadat hy by die werk terug is, is geregtig op siekteverlofbesoldiging voor of op die eerste betaaldag nadat hy terug is by die werk.

Klousule 32—Verbod op Sessie van Bystand

Geen bystand wat uit 'n werknemer se dienskontrak voortvloei, hetsy deur sy werkgewer of deur die Raad verskuldig, mag gesedeer word nie en enige sodanige sessie deur 'n werknemer is verbode. Geen beweerde sessie van sodanige bystand is vir die Raad of sy werkgewer bindend nie of word deur die Raad of sy werkgewer erken nie, tensy sodanige sessie ten opsigte van geld is wat voorgeskiet is uit die Gebeurlikheidsreserwe waarvoor in klousule 34 van hierdie Afdeling voorsiening gemaak word.

Klousule 33—Veronderstellings

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

(a) gedurende enige tydperk waarin hy, ooreenkomstig die vereistes van sy werkgewer, 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 werkgewer vir die hele 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 klousule 10 van hierdie Afdeling gehou moet word:

Met dien verstande dat indien daar bewys word dat sodanige werknemer gedurende 'n gedeelte van 'n tydperk in paragraaf *(b)*, *(c)*, *(d)* of *(e)* bedoel, nie gewerk het nie en dit hom vrygestaan het om die perseel te verlaat, die veronderstelling in hierdie klousule vervat, nie in verband met daardie gedeelte van sodanige tydperk op sodanige werknemer van toepassing is nie.

Klousule 34—Gebeurlikheidsreserwe

(1) Verlofbesoldiging, vakansiebonus en addisionele vakansiebesoldiging wat in die besit van Streekrade is en wat onopgeëis is deur die bevoordeeldes na verstryking van drie jaar vanaf die datum van ontvangs, moet betaal word—

(a) aan Gebeurlikheidsreserwe „A" waar die bevoordeelde 'n vakman, masjinis, masjiensteller, B/A-vakman, werkmanenjin-

work through sickness, or an accident not caused by his own misconduct or neglect and which is not compensable in terms of the Workmen's Compensation Act, 1941, shall be entitled, during any period of 52 consecutive weeks of employment with the same employer starting from the date he commenced such employment, but subject to the provisions of subclause (2) hereof, to sick leave on full pay for a period not exceeding—

(a) 10 working days if he normally works a five-day week; or

(b) 12 working days if he normally works a five-and-a-half day week.

(2) Any person who is entitled to sick leave pay in terms of subclause (1) hereof shall be paid by his employer for—

two days where the period of absence extends to four consecutive working days;

three days where the period of absence extends to five consecutive working days;

five days where the period of absence extends to six consecutive working days;

10 days or 12 days, as the case may be, where the period of absence exceeds six consecutive working days;

Provided however that—

(i) no such person shall qualify for paid sick leave during the first two months of employment with any one employer;

(ii) paid sick leave shall not be claimable in respect of absence from work for the first three consecutive working days;

(iii) paid sick leave shall not be accumulative;

(iv) during the first 52 consecutive weeks of service with the same employer such person shall be entitled to sick leave pay from his employer for only one working day for each completed period of five weeks of employment if he normally works a five-day week or for each completed period of one month of employment if he normally works a five-and-a-half-day week.

(3) *(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 32—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 any such cession by an employee is prohibited. No purported cession of such benefits shall be binding on or recognised by the Council or his employer unless such cession is in respect of money advanced by the Contingency Reserve provided for by clause 34 of this Division.

Clause 33—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 Division:

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

Clause 34—Contingency Reserve

(1) Leave pay, holiday bonus and additional holiday pay in the possession of Regional Councils and unclaimed by the beneficiaries after the expiration of three years from the date of receipt shall be paid—

(a) where the beneficiary is a journeyman, machinist, machine setter, B/A journeyman, operative engine assembler, trainee in

monteur, kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, vakleerling of iemand is wat toegelaat is om aspekte van 'n vakman se werk te verrig ingevolge 'n geldige vrystellingslisensie wat deur die Raad uitgereik is; en

(b) aan Gebeurlikheidsreserwe „B" waar die bevoordeelde enige ander kategorie werknemer is.

(2) Gebeurlikheidsreserwe „A" en Gebeurlikheidsreserwe „B" (hierna die „Reserwes" genoem), moet tot voordeel van werknemers in die Nywerheid benut word soos die Raad bepaal: Met dien verstande dat—

(i) enige sodanige verlofbesoldiging of addisionele vakansiebesoldiging (of 'n gedeelte daarvan) wat die Raad beskou as meer as wat nodig is om die Reserwes te finansier, aan die Raad verbeur word;

(ii) verlofbesoldiging of addisionele vakansiebesoldiging wat aan die Raad verbeur is, of ingevolge hierdie subklousule in die Reserwes gestort is, en wat daarna deur die bevoordeelde opgeëis word, na goedvinde van die Raad uitbetaal kan word.

(3) Die Reserwes moet deur die Streekrade geadministreer word ooreenkomstig beginsels deur die Raad geformuleer, en 'n kopie van die memorandum wat sodanige beginsels bevat, asook besonderhede van alle wysigings, moet by die Direkteur-generaal van Mannekragbenutting ingedien word.

(4) Ingeval die Raad ontbind word, moet geld wat ten tyde van sodanige ontbinding in die kredit van die Reserwe staan, geag word 'n gedeelte van die Raad se kontantbates te wees en moet daar dienooreenkomstig daarmee gehandel word.

(5) Ingeval hierdie Ooreenkoms met verloop van tyd verstryk of om 'n ander rede gestaak word, moet die Reserwes behoudens subklousule (4) van hierdie klousule, steeds ooreenkomstig subklousule (3) van hierdie klousule geadministreer word: Met dien verstande dat indien 'n ander ooreenkoms vir die Nywerheid nie binne 'n tydperk van twee jaar ná sodanige verstryking of staking aangegaan word nie, alle geld in die kredit van die Reserwes aan die Raad verbeur word.

(6) Die administrasiekoste van die Reserwes in hierdie klousule bedoel en die spesiale Verlofbesoldigingsrekening elders in hierdie Ooreenkoms bedoel, moet bestry word deur Streekrade wat na eie goedvinde enige van die fondse voorhande in 'n goedgekeurde bank en/of bouvereniging kan belê, en alle rente uit sodanige belegging moet deur sodanige Streekrade gehou word om die administrasiekoste van die Reserwes en van genoemde spesiale rekening te bestry.

Klousule 35—Addisionele Vakansiebesoldiging vir Vakleerlinge

(1) Elke werkgewer moet ten opsigte van elke vakleerling in sy diens addisionele vakansiebesoldining van R1 vir elke week diens betaal: Met dien verstande dat—

(i) waar 'n vakleerling loon vir minder as altesaam 23 uur in 'n bepaalde week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging aan so 'n werknemer ten opsigte van daardie week betaalbaar is nie, tensy sodanige mindere loon toegeskryf kan word aan afwesigheid van sy werk af—

(aa) weens siekte of 'n ongeluk, wat nie meer as altesaam 30 dae in 'n bepaalde jaar beloop nie;

(ab) weens korttyd waar verlof toegestaan is; of

(ac) weens militêre diens kragtens die Verdedigingswet (Wet 44 van 1957) en dan tot 'n maksimum tydperk van vier maande per jaar;

(ii) waar 'n vakleerling gedurende 'n verlofsiklus 30 dae van sy werk afwesig was weens siekte of 'n ongeluk, sy werkgewer die addisionele vakansiebesoldiging met 20c kan verminder ten opsigte van elke verdere dag van afwesigheid weens siekte of 'n ongeluk.

(2) Behoudens subklousule (3) van hierdie klousule, moet die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is maandeliks, maar voor of op die 10de dag van die maand onmiddellik na die maand waarvoor die bedrae bedoel is, gestuur word aan die Sekretaris van die Streekraad in wie se regsgebied die bedryfsinrigting geleë is, saam met 'n skriftelike opgawe van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elkeen van die werknemers gestuur word.

(*Opmerking.*—Vorms wat spesiaal opgestel is vir die verskaffing van die besonderhede wat deur hierdie subklousule vereis word, is op aanvraag verkrygbaar by die Sekretaris van die betrokke Streekraad.)

(3) *(a)* Ingeval 'n vakleerling van sy werk afwesig was om die redes in subklousule (1) (i) *(aa)* en *(ab)* van hierdie klousule genoem, moet die werkgewer die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule regstreeks aan die bevoordeelde betaal op elke betaaldag wat binne sy tydperk van afwesigheid val.

(b) Ingeval 'n vakleerling van sy werk afwesig was om die rede in subklousule (1) (i) *(ac)* van hierdie klousule genoem, moet die werkgewer die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule regstreeks aan die

terms of the Training of Artisans Act, 1951, apprentice or a person permitted to perform aspects of journeyman's work by a valid Licence of Exemption issued by the Council, to Contingency Reserve "A"; and

(b) where the beneficiary is any other category of employee, to Contingency Reserve "B".

(2) Contingency Reserve "A" and Contingency Reserve "B" (hereinafter referred to as the "Reserves") shall be utilised for the benefit of employees in the Industry as the Council may determine: Provided that—

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

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

(3) The Reserves 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 Director-General of Manpower Utilisation.

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

(5) Subject to the provisions of subclause (4) of this clause, in the event of the expiration of this Agreement by effluxion of time or cessation for any other cause, the Reserves shall continue to be administered in terms of subclause (3) of this clause: Provided that if another agreement for the Industry is not negotiated within a period of two years after such expiration or cessation, any moneys standing to the credit of the Reserves shall be forfeited to the Council.

(6) The cost of administering the Reserves referred to in this clause and the special Leave Pay Accounts referred to elsewhere in this Agreement 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 Council to defray costs of administration of the Reserves and of the said special account.

Clause 35—Additional Holiday Pay for Apprentices

(1) Every employer shall in respect of every apprentice employed by him pay additional holiday pay of R1 for each week of employment: Provided that—

(i) where an apprentice 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 absences from work—

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

(ab) because of short-time where permission has been granted; or

(ac) on military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(ii) where in any leave cycle an apprentice has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 20c in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the Secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(*Note.*—Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the Regional Secretary in the Region concerned.)

(3) *(a)* In cases where an apprentice has been absent from work for the reasons specified under *(aa)* and *(ab)* of proviso (i) to subclause (1) of this clause, the additional holiday pay payable in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary on each pay-day falling within his period of absence.

(b) In cases where an apprentice has been absent from work for the reason specified under *(ac)* of proviso (i) to subclause (1) of this clause, the additional holiday pay payable in terms of subclause (1) of this clause shall be paid by the employer direct to the

bevoordeelde betaal wanneer die vakleerling sy jaarlikse verlof kan neem of dit neem.

(4) Behoudens klousule 26 van Afdeling A van hierdie Ooreenkoms is die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule, aan vakleerlinge betaalbaar wanneer hulle met hul jaarlikse verlof gaan, en die aansoek daarom moet by die Streeksekretaris ingedien word minstens twee weke voordat die bevoordeelde se verlof begin.

(5) Behoudens klousule 14 (4) van Afdeling A, mag geen bedrag van die addisionele vakansiebesoldiging afgetrek word vir geld wat aan die werkgewer verskuldig is nie.

(6) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na volstrekte goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

(7) 'n Vakleerling mag nie sonder die toestemming van die Registrateur van Vakleerlinge toegelaat word om korttyd te werk nie.

AFDELING B

BEPALINGS MET BETREKKING TOT KANTOOR-, PAKHUIS- EN VERKOOPSWERKNEMERS EN KLERKE

Klousule 1—Toepassingsbestek

(1) Behoudens subklousules (2), (4) en (5) van hierdie klousule, is hierdie Afdeling van toepassing op alle werknemers vir wie lone in klousule 3 van hierdie Afdeling voorgeskryf word.

(2) Ondanks subklousule (1) maar behoudens subklousule (3) van hierdie klousule, is hierdie Ooreenkoms nie op kantoor-, pakhuis- en verkoopswerknemers en klerke van toepassing nie solank hul weeklikse of maandelikse besoldiging, uitgesonderd kommissie op verkope, meer as R7 200 per jaar in Gebiede A en R6 600 per jaar in ander Gebiede bedra.

(3) Ondanks subklousule (2) van hierdie klousule, is klousule 12 van Afdeling A van hierdie Afdeling van toepassing op werknemers wat lede is van die Motor Industry Staff Association of die Motor Industry Combined Workers' Union, afgesien van hul verdienstes.

(4) Ondanks subklousule (1) van hierdie klousule, is die bepalings van hierdie Afdeling in verband met werkure, oortydwerk, Sondagwerk en verlofbonus nie van toepassing nie op kantoor-, pakhuis- en verkoopswerknemers en klerke wat—

(a) R300 per maand of R69,23 per week of meer ontvang indien hulle in enige Gebiede A werksaam is;

(b) R250 per maand of R57,69 per week of meer ontvang indien hulle in enige Gebiede B en C werksaam is;

en ook nie op 'n motorvoertuigverkoopspersoon of leweransier-verkoopspersoon nie, afgesien van hul verdienstes.

(5) Ondanks subklousule (1) van hierdie klousule, is hierdie Afdeling van die Ooreenkoms nie van toepassing op kantoor-, pakhuis- en verkoopswerknemers en klerke werknemers in—

(a) vervaardigingsinrigtings;

(b) voertuigbakbouinrigtings of gedeeltes van sodanige inrigtings wat nie 'n winkel uitmaak nie.

Vir die toepassing van hierdie subklousule beteken „winkel" 'n voertuigbakbouinrigting of gedeelte van sodanige inrigting waarheen die publiek genooi word met die doel om goedere wat daarin of daarop uitgestal word op 'n ander manier te koop as per openbare veiling, maar omvat dit nie 'n voertuigbakbouinrigting wat handel dryf in goedere wat uitsluitlik deur sodanige inrigting vervaardig word nie.

(6) Indien enige bepaling in Afdeling A strydig is met 'n bepaling in hierdie Afdeling, geld die bepaling in laasgenoemde Afdeling.

Klousule 2—Woordomskrywing

Vir die toepassing van hierdie Afdeling, beteken—

(1) „klerk" 'n werknemer wat hoofsaaklik of uitsluitlik skryf- en/of tik- en/of enige ander vorm van klerklike werk verrig en ook 'n pakhuisman, tydopnemer en telefonis;

(*Opmerking.*—Die getal klerke wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 11 van hierdie Afdeling.);

(2) „motorvoertuigverkoops persoon" 'n werknemer wat hoofsaaklik of uitsluitlik in diens is om motorvoertuie te verkoop en wat, benewens 'n loon soos in hierdie Ooreenkoms omskryf, kommissie op sodanige verkope betaal word;

(3) „ponskaartbediener" 'n werknemer wat hoofsaaklik of uitsluitlik hand- of elektries aangedrewe papierlint- of kaartpons- en/of verifieer-

beneficiary when this apprentice qualifies for or takes his annual leave.

(4) Subject to the provisions of clause 26 of Division A of this Agreement, the additional holiday pay payable in terms of subclause (1) of this clause shall be payable to apprentices 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 clause 14 (4) of Division A, no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(6) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of 1½ per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

(7) An apprentice may not be placed on short-time except with the approval of the Registrar of Apprenticeship.

DIVISION B

PROVISIONS RELATING TO OFFICE, STORES, SALES AND CLERICAL EMPLOYEES

Clause 1—Scope of Application

(1) Subject to the provisions of subclauses (2), (4) and (5) of this clause, the provisions of this Division shall apply to all employees for whom wages are prescribed in clause 3 of this Division.

(2) Notwithstanding the provisions of subclause (1) but subject to the provisions of subclause (3) of this clause, the provisions of this Agreement shall not apply to office, stores, sales and clerical employees for as long as their weekly or monthly remuneration, excluding commission on sales, exceeds the rate of R7 200 per annum in Areas A and R6 600 per annum in other Areas.

(3) Notwithstanding the provisions of subclause (2) of this clause, the provisions of clause 12 of Division A of this Agreement shall apply to employees who are members of the Motor Industry Staff Association or the Motor Industry Combined Workers' Union, whatever their earnings.

(4) Notwithstanding the provisions of subclause (1) of this clause, the provisions of this Division on hours of work, overtime, Sunday work and leave bonus shall not apply to office, stores, sales or clerical employees receiving—

(a) R300 per month or R69,23 per week or more if employed in any Areas A;

(b) R250 per month or R57,69 per week or more if employed in any Areas B and C;

nor to any motor vehicle sales person or supply sales person regardless of earnings.

(5) Notwithstanding the provisions of subclause (1) of this clause, the provisions of this Division of the Agreement shall not apply to office, stores, sales and clerical employees in—

(a) manufacturing establishments;

(b) vehicle body building establishments or parts of such establishments which do not constitute a shop.

"Shop", for the purposes of this subclause, means any vehicle body building establishment or part of such establishment to which the public is invited for the purpose of purchasing, other 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.

(6) If any provision in Division A is in conflict with any provision of this Division, the provision in the latter Division shall prevail.

Clause 2—Definitions

For the purposes of this Division—

(1) "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;

(*Note.*—The number of clerical employees that may be employed in any one establishment is governed by the ratio provisions of clause 11 of this Division.);

(2) "motor vehicle sales person" 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;

(3) "punchcard operator" means an employee mainly or exclusively engaged in the operation of hand or electrically activated papertape or

masjiene bedien maar nie die stroombane op sodanige masjiene stel nie;

(4) ,,aflosklerk" 'n klerk wat vir hoogstens 28 kalenderdae in enige tydperk van ses maande tydelik in diens geneem word om die werk te verrig van 'n klerk wat van sy werk afwesig is;

(5) ,,winkelassistent/verkoopspersoon" 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde werksaamhede verrig in of by 'n bybehorewinkel of 'n motorvoertuigverkooplokaal 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 die 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;

(*Opmerking*.—Die getal winkelassistente/verkoopspersone wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 11 van hierdie Afdeling.);

(6) ,,leweransier-verkoopspersoon" 'n werknemer wat hoofsaaklik of uitsluitlik bestellings vra en/of neem vir die herstel en verkoop en/of lewering van implemente, masjinerie en uitrusting of toestelle of bybehore of materiaal vir gebruik in verband met sodanige implemente, masjinerie, uitrusting of toestelle, en wat sodanige nuwe of herstelde goedere kan aflewer- en geld kan invorder en wat daarbenewens sodanige implemente, masjinerie, uitrusting of toestelle kan olie, smeer en skoonmaak en gedurende enige tydperk wat 'n nuwe voertuig gewaarborg is, geringe regstelwerk aan sodanige voertuig kan verrig soos—

die vonkproppe en oliefilters vervang;
waaierbande vervang, aanbring en stywer maak;
nuwe batterykabels en gloeilampe insit;
die olie in lugfilters vervang;
geringe regstelwerk verrig aan vergassers en ander dergelike regstelwerk doen, maar wat geen werktuigkundige herstelwerk mag verrig nie;

(7) ,,handelsreisiger" 'n werknemer wat as reisende verteenwoordiger van 'n bedryfsinrigting 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 herverkoping en/of vir gebruik of verbruik deur sodanige handelaars of ander persone; en/of
(b) die vernuwing, hervervaardiging of herbouing van enige motorvoertuigkomponent en wat daarbenewens geld namens sodanige inrigting kan invorder;

Klousule 3—Lone

(1) Die minimum loon wat 'n werkgewer moet betaal aan elkeen van sy werknemers van die klasse in onderstaande Loonbylae uiteengesit, is dié wat vir die betrokke klas werknemers voorgeskryf word in die gebied van die Streek waarin sy bedryfsinrigting geleë is, en geen werknemer mag 'n loon aanneem wat laer is as dié wat vir sy klas in sodanige gebied voorgeskryf word nie.

Loonbylae

Klas werknemer	*Minimum loon*			
	Gebiede A		*Ander Gebiede*	
	Per week R	*Per maand* R	*Per week* R	*Per maand* R
(a) Winkelassistent/verkoopspersoon en/of klerk—				
gedurende eerste jaar ondervinding	33,93	147,00	30,48	132,05
gedurende tweede jaar ondervinding	40,16	174,00	34,99	151,63
gedurende derde jaar ondervinding	45,93	199,00	41,91	181,58
daarna	68,31	296,00	63,72	276,11
(b) Motorvoertuigverkoopspersoon—				
gedurende eerste jaar ondervinding	29,77	129,00	26,18	113,43
daarna	56,77	246,00	53,33	231,09

card-punching and/or verifying machines, excluding the setting of circuits on such machines;

(4) "relief clerical employee" means a clerical employee who is temporarily employed for a period of not more than 28 calendar days in any six months for the purpose of carrying out the duties of a clerical employee who is absent from wrork;

(5) "shop assistant/sales person" 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 fulfil 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;

(*Note*.—The number of shop assistants/sales persons that may be employed in any one establishment is governed by the ratio provisions of clause 11 of this Division.);

(6) "supply sales person" means an employee who is mainly or exclusively engaged in soliciting and/or taking orders 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;

(7) "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 of 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.

Clause 3—Wages

(1) The minimum wage which shall be paid by an employer to each of his employees of the classes specified in the following Wage Schedule 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.

Wage Schedule

Class of employee	*Minimum wages*			
	Areas A		*Other Areas*	
	Per week R	*Per month* R	*Per week* R	*Per month* R
(a) Shop assistant/sales person and/or clerical employee—				
during first year of experience	33,93	147,00	30,48	132,05
during second year of experience	40,16	174,00	34,99	151,63
during third year of experience	45,93	199,00	41,91	181,58
thereafter	68,31	296,00	63,72	276,11
(b) Motor vehicle sales person—				
during first year of experience	29,77	129,00	26,18	113,43
thereafter	56,77	246,00	53,33	231,09

Klas werknemer	*Alle gebiede* *Per week* R	*Per maand* R
(c) Handelsreisiger—		
gedurende eerste jaar ondervinding	48,23	209,00
daarna	68,31	296,00
(d) Ponskaartbediener—		
gedurende eerste ses maande ondervinding	34,50	149,49
daarna	49,68	215,26
(e) Leweransier-verkoopspersoon—gedurende		
eerste jaar ondervinding	47,84	207,29
gedurende tweede jaar ondervinding	57,96	251,14
gedurende derde jaar ondervinding	69,00	298,98
daarna	79,12	342,83
(f) Deeltydse werknemers	*	*

*Een elfde van die minimum weekloon wat in *(a)* hiervan vir klerke voorgeskryf word, vir gewone tyd gewerk op elke dag in 'n bepaalde week of een ses-en-veertigste van sodanige voorgeskrewe minimum weekloon vir elke uur of gedeelte van 'n uur gewone tyd gewerk in 'n bepaalde week, nl. die grootste bedrag.

(2) Vir die toepassing van subklousule (1) van hierdie klousule beteken ,,ondervinding" die totale tydperk of tydperke diens van 'n werknemer by òf sy huidige òf 'n ander werkgewer in die bepaalde beroep waarin hy werksaam is: Met dien verstande dat slegs dienstydperke in die Motornywerheid vir hierdie doel in aanmerking geneem word in die geval van werknemers wat hoofsaaklik of uitsluitlik voorraadregisters byhou en in die geval van kosteberekeningsklerke, winkelassistente, pakhuismanne en handelsreisigers: 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.

(3) Vir die toepassing van hierdie klousule beteken ,,kosteberekeningsklerk" 'n klerk wat hoofsaaklik of uitsluitlik die koste bereken van dienste wat gelewer en/of goedere wat verskaf is deur of in verband met die Motornywerheid.

Klousule 4—Gewone Werkure

(1) *(a)* Behoudens subklousule (4) van hierdie klousule en ondanks andersluidende bepalings in hierdie subklousule, mag die gewone werkure van 'n werknemer, uitgesonderd 'n deeltydse werknemer, hoogstens 46, uitgesonderd etenspouses, in 'n bepaalde week en agt, uitgesonderd etenspouses, op 'n bepaalde dag wees: Met dien verstande dat—

(i) in 'n bedryfsinrigting waar die gewone werkure op een dag in elke week hoogstens vyf is, daar van 'n werknemer vereis, of hy toegelaat kan 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 vyf dae in die week werk nie, op enige werkdag vereis of hy toegelaat kan word om vir 'n addisionele tydperk van een en 'n kwart uur te werk.

(b) Die gewone werkure van 'n deeltydse werknemer is hoogstens vyf op 'n dag.

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

(a) om vir 'n ononderbroke tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees: Voorts met dien verstande dat 'n werkgewer met sy werknemers wat gewoonlik slegs vyf dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf *(a)* van hierdie subklousule vermeld, tot minstens 30 minute beperk word maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgewer die Sekretaris van die Streekraad in sy gebied skriftelik in kennis stel dat sodanige werknemers ingestem het dat die pouse ingekort word;

(b) om sy gewone weeklikse ure oor meer as vyf en 'n half dae in 'n bepaalde week te werk nie;

(c) om, as dit 'n vrou is—

(i) tussen 18h00 en 06h00 te werk nie;

(ii) na 13h00 op meer as vyf dae in 'n week te werk nie.

(3) Alle werknemers, uitgesonderd handelsreisigers en hul assistentes, is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke werktydperk in die oggend en namiddag, en sodanige pouse word vir doeleindes van berekening van besoldiging, geag deel van die gewone werkure te wees.

(4) Wanneer daar van 'n handelsreisiger of sy assistent vereis word om te eniger tyd in die loop van sy diens werk op 'n ander plek as in die bedryfsinrigting van sy werkgewer te verrig, is subklousule (2) hiervan

Class of employee	*All areas* *Per week* R	*Per month* R
(c) Traveller—		
during first year of experience	48,23	209,00
thereafter	68,31	296,00
(d) Punch card operator—		
during first six months of experience	34,50	149,49
thereafter	49,68	215,26
(e) Supply sales person—		
during first year of experience	47,84	207,29
during second year of experience	57,96	251,14
during third year of experience	69,00	298,98
thereafter	79,12	342,83
(f) Part-time employees	*	*

*One eleventh of the minimum weekly wage as prescribed for clerical employees in *(a)* 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.

(2) "Experience" for the purposes of subclause (1) of this clause shall mean the 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 employees mainly or exclusively engaged in the maintenance of stock records and in the case of costing clerks, shop assistants storekeepers and travellers: 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 a typist, storekeeper, timekeeper or telephone operator respectively.

(3) "Costing clerk" for the purposes of this clause shall mean 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.

Clause 4—Ordinary Hours of Work

(1) *(a)* Subject to the provisions of subclause (4) 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 subclause 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 a week, may on any work-day be required or permitted to work for an additional period of one and a quarter 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 the purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous: Provided further that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in paragraph *(a)* of this subclause shall be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer shall inform the Secretary for the Regional Council in his area, in writing, that such employees have agreed to the reduced interval;

(b) to work his ordinary weekly hours over more than five and a half days in any week;

(c) who is a female, to work—

(i) between 18h00 and 06h00;

(ii) after 13h00 on more than five days in any week.

(3) All employees, except travellers and their assistants, shall be entitled to, and be granted a rest interval of 10 minutes at as nearly as practicable to 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.

(4) Whenever any traveller or his assistant is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of subclause (2) hereof shall not

nie van toepassing nie en kan die ure voorgeskryf in subklousule (1) *(a)* van hierdie klousule vir die doeleindes van sodanige werk met vier uur per dag verleng word, met 'n maksimum van 24 uur per week.

(5) 'n Werknemer wat deur die polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, word vir die tydperk waarin hy onder arres 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 5—OORTYDWERK

(1) Waar daar van 'n werknemer vereis of hy toegelaat word om langer te werk as die dae of ure wat in klousule 4 van hierdie Afdeling voorgeskryf word, word alle sodanige ekstra tyd gewerk, behoudens klousule 6 van hierdie Afdeling, geag oortyd te wees en moet die lone in subklousule (5) van hierdie klousule voorgeskryf, daarvoor betaal word.

(2) Behoudens subklousules (3) en (4) van hierdie klousule—

(a) mag geen werknemer verplig of toegelaat word om langer as 10 uur per week oortyd te werk nie;

(b) mag geen werknemer wat by 'n vul- en/of diensstasie in diens is, verplig of toegelaat word om langer as 10 uur per week en 24 uur per maand oortyd te werk nie; en

(c) mag geen werkwinkeladministrasiepersoneel verplig of toegelaat word om langer as vyf uur in 'n bepaalde week en 20 uur in 'n bepaalde maand oortyd te werk nie.

(3) Geen vroulike werknemer mag verplig of toegelaat word om oortyd soos volg te werk nie:

(a) Meer as twee uur op 'n bepaalde dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n bepaalde jaar;

(d) ná voltooiing van haar gewone werkure, meer as een uur op 'n bepaalde dag, tensy sy—

(i) voor die middag daarvan kennis gegee is; of

(ii) van 'n toereikende ete voorsien is voordat sy met oortydwerk moet begin; of

(iii) 'n minimum toelae van 90c betyds betaal is om haar in staat te stel om 'n ete te bekom en te nuttig voordat sy met die oortydwerk moet begin.

(4) Ondanks andersluidende bepalings in hierdie klousule en behoudens subklousule (3) van hierdie klousule, mag geen werknemer, uitgesonderd werkwinkeladministrasiepersoneel, klerke in diens by vul- en/of diensstasies en leweransier-verkoopspersone, verplig of toegelaat word om—

(a) oortyd, in verband met voorraadopname vir meer as 15 uur in 'n bepaalde jaar of oor 'n tydperk van meer as 12 agtereenvolgende dae te werk nie;

(b) oortyd, vir ander doeleindes as voorraadopname, soos volg te werk nie:

(i) Vir meer as drie uur op 'n bepaalde dag;

(ii) vir meer as 30 uur in 'n bepaalde jaar;

(iii) op enige Saterdag of openbare vakansiedag.

(5) Die minimum besoldiging vir elke 15 minute oortyd of gedeelte daarvan deur 'n werknemer gewerk, is—

(a) drie agstes van sy uurloon vir oortyd tussen 06h00 en 24h00 gewerk;

(b) die helfte van sy uurloon vir oortyd tussen 24h00 en 06h00 gewerk:

Met dien verstande dat geen werknemer kwalifiseer vir oortyd ten opsigte van 'n week waarin hy minder as 46 uur gewerk het nie. Hierdie syfer is onderworpe aan 'n *pro rata*-vermindering indien van die volgende gedurende 'n bepaalde week voorkom:

(i) Satutêre openbare vakansiedae in klousule 8 van hierdie Afdeling vermeld;

(ii) afwesigheid met die toestemming of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgewer se beslissing wat op hom toegepas is. Die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is;

(iii) die begin van 'n nuwe dienskontrak.

(6) Geen manlike werknemer mag verplig of toegelaat word om vir meer as twee uur ná voltooiing van sy gewone werkure op enige dag oortydwerk te verrig nie, tensy sodanige werknemer van 'n toereikende maaltyd voorsien word voordat hy met sodanige oortydwerk begin, of anders 'n minimum toelae van 90c betyds betaal word om hom in staat te stel om 'n maaltyd te nuttig voordat die oortydwerk gaan begin.

apply, and the hours stipulated in subclause (1) *(a)* of this clause may for purposes of such work, be extended by four hours a day, with a maximum of 24 hours a week.

(5) 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 purposes of this clause.

CLAUSE 5—OVERTIME

(1) Where any employee is required or permitted to work in excess of the days or hours prescribed in clause 4 of this Division any such excess time worked shall, subject to the provisions of clause 6 of this Division be regarded as overtime and be paid for at the rates specified in subclause (5) of this clause.

(2) Subject to the provisions of subclauses (3) and (4) of this clause—

(a) no employee shall be required or permitted to work overtime for more than 10 hours in any one week;

(b) no 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; and

(c) no workshop administrative staff shall be required or permitted to work overtime for more than five hours in any one week and 20 hours in any one month.

(3) 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 90c in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(4) Notwithstanding anything to the contrary contained in this clause and subject to subclause (3) of this clause, no employee other than workshop administrative staff, clerical employees employed by filling and/or service stations and supply sales persons shall be required or permitted to work—

(a) overtime on stock-taking 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 stock-taking—

(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.

(5) The minimum payment for each 15 minutes or part thereof of overtime worked by an employee shall be—

(a) three eighths of his hourly wage for overtime worked between the hours of 06h00 and 24h00;

(b) a half of his hourly wage for overtime worked between the hours of 24h00 and 06h00:

Provided that no employee shall qualify for overtime in respect of any week during which he has worked less than 46 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in clause 8 of this Division;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision he may appeal there-against to the National Council whose decision shall be final;

(iii) the beginning of a new contract of employment.

(6) No male 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 90c in sufficient time to enable such an employee to obtain a meal before the overtime is due to begin.

KLOUSULE 6—SONDAGWERK

Die reg om op Sondae te werk

(1) Geen werknemer mag verplig of toegelaat word om op 'n Sondag te werk nie, behalwe vir voorraadopname, toesighouding oor skofveranderings, invordering van kontant by petrolpompbedieners of die verrigting van noodwerk.

Besoldiging vir Sondagwerk

(2) Behoudens subklousule (3) van hierdie klousule, moet die werkgewer van 'n werknemer wat op 'n Sondag werk, òf—

(a) die werknemer—

(i) as hy aldus vir hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; òf

(ii) as hy aldus vir meer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige dag verlof sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

(3) Wanneer 'n werknemer hoogstens vier uur op 'n Sondag werk om toesig te hou oor skofveranderings en/of om kontant by petrolpompbedieners in te vorder, moet sy werkgewer hom—

(a) twee uur se loon betaal vir werk wat tot een uur duur;

(b) 'n addisionele twee uur se loon betaal vir elke addisionele uur of gedeelte van 'n uur gewerk, en wel tot vier uur.

(*Opmerking*.—'n Werknemer wat op 'n Sondag voorraadopname doen of noodwerk verrig of langer as vier uur die pligte verrig wat in hierdie subklousule vermeld word, moet in ooreenstemming met subklousule (2) van hierdie klousule besoldig word.)

KLOUSULE 7—GEREEDHEIDS- EN ROEP-TOELAES

(1) *Gereedheidstoelae*.—

(a) 'n Werkgewer kan van 'n werknemer vereis om ,,gereed" te wees op enige Saterdag en/of Sondag mits sodanige werknemer minstens een week skriftelik kennis daarvan gegee word.

(b) Waar daar van 'n werknemer vereis word om ingevolge hierdie klousule ,,gereed" te wees, moet hy 'n ,,gereedheidstoelae" van minstens R4 ontvang vir elke dag waarop hy ,,gereed" moet wees, afgesien daarvan of daar van hom vereis word om te werk of nie terwyl hy ,,gereed" is: Met dien verstande dat as hy moet werk terwyl hy ,,gereed" is, die ,,gereedheidstoelae" nie afgetrek mag word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

(c) 'n Werknemer wat ,,gereed" moet wees, moet homself vir diens aanmeld binne een uur nadat hy geroep is en as hy versuim om homself aan te meld, verbeur hy die ,,gereedheidstoelae".

(d) Hierdie klousule is nie van toepassing nie op werknemers wat voor die sluiting van besigheid op Vrydae 'n ooreenkoms met hul werkgewers aangaan om op die daaropvolgende Saterdag of Sondag oor skofveranderings toesig te hou en/of om kontant by petrolpompbedieners in te vorder.

(2) *Roep-toelae*.—

(a) 'n Werkgewer kan 'n werknemer vóór sy gewone begintyd of ná sy gewone uitskeityd roep op enige dag van die week, mits daar 'n roep-toelae van R4 betaal word in elke geval waar so 'n werknemer aldus geroep word.

(b) 'n Werknemer wat aldus geroep word, moet homself vir diens aanmeld binne een uur nadat hy geroep is, en as hy versuim om hom aldus aan te meld, verbeur hy die roep-toelae.

(b) As 'n werknemer geroep word, mag die roep-toelae nie afgetrek word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

KLOUSULE 8—OPENBARE VAKANSIEDAE

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

Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag.

(b) Alle werknemers, uitgesonderd werkwinkeladministrasiepersoneel en leweransier-verkoopspersone, moet, benewens die openbare vakansiedae in paragraaf *(a)* genoem, verlof met volle

CLAUSE 6—SUNDAY WORK

The right to work on Sundays

(1) No employee shall be required or permitted to work on a Sunday except for the purposes of stock-taking, supervising shift changes, collecting cash from petrol pump attendants, or performing emergency work.

Pay for Sunday work

(2) Subject to the provisions of subclause (3) of this clause, the employer of an employee who works on a Sunday shall either—

(a) pay 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 of 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 of 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 leave 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 day's leave worked his average ordinary working hours for that day of the week.

(3) Whenever any employee works not more than four hours on a Sunday to supervise shift changes and/or to collect cash from petrol pump attendants, his employer shall pay him—

(a) two hours' wages for work up to one hour;

(b) an additional two hours' wages for every additional hour or part of an hour worked up to four hours.

(*Note*.—An employee who on a Sunday does stock-taking or work of an emergency nature or who works for more than four hours on the duties specified in this subclause shall be paid in accordance with subclause (2) of this clause.)

CLAUSE 7—STAND-BY AND CALL-OUT ALLOWANCES

(1) *Stand-by Allowance*—

(a) Any employer may require an employee to "stand-by" on any Saturday and/or Sunday: Provided that such employee shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Whenever an employee is required to "stand-by" in terms of this clause, he shall be paid, irrespective of whether or not he is required to work whilst on "stand-by", a "stand-by" allowance of not less than R4 in respect of each day on which he is required to "stand-by": Provided that whenever he is required to work whilst on "stand-by", the "stand-by", allowance shall not be set off against remuneration payable in terms of this Agreement 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 clause shall not apply to employees who before the close of business on 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.

(2) Call-out Allowance—

(a) An employer may call-out an employee to work prior to his normal starting time or after his normal finishing time on any day of the week provided a call-out allowance of R4 is paid in each case where such employee is so called out.

(b) An employee who is so called out shall present himself for duty within one hour of being called and where he fails so to present himself, the call-out allowance shall be forfeited.

(c) Whenever an employee is called-out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

CLAUSE 8—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, Easter Monday; Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

(b) All employees, other than workshop administrative staff and supply sales persons, in addition to the public holidays enume-

besoldiging op alle ander statutêre openbare vakansiedae toegestaan word.

(*Opmerking.*—2 Januarie is nie 'n statutêre openbare vakansiedag nie, behalwe waar Nuwejaarsdag op 'n Sondag val.)

(c) Ondanks paragrawe *(a)* en *(b)* van hierdie subklousule, verbeur 'n werknemer wat op die werkdag of 'n gedeelte van die werkdag onmiddellik vóór of ná 'n statutêre openbare vakansiedag met besoldiging van die werk afwesig is, sy reg om vir sodanige openbare vakansiedag betaal te word, tensy sy afwesigheid deur die werkgewer toegelaat of gekondoneer word.

(d) 'n Werknemer wat reken hy word veronreg deur die toepassing op hom van paragraaf *(c)* van hierdie subklousule kan by 'n Streekraad appèl aanteken teen die werkgewer se beslissing wat op hom toegepas is en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in daardie geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se besluit tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is.

(e) Waar 'n statutêre openbare vakansiedag op 'n Sondag val, moet die volgende Maandag vir die toepassing van hierdie klousule geag word daardie besondere vakansiedag te wees, en waar Kersdag op 'n Sondag val, moet die volgende Dinsdag geag word Gesinsdag te wees.

(f) Indien 'n statutêre openbare vakansiedag op 'n Saterdag val, word so 'n Saterdag nie 'n vakansiedag met besoldiging vir 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie.

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

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

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

(3) Wanneer een van die statutêre openbare vakansiedae in subklousule (1) vermeld, op 'n ander dag as 'n werkdag val, uitgesonderd 'n Sondag, moet 'n werknemer wat op sodanige statutêre openbare vakansiedag werk, besoldig word teen die loon wat in klousule 5 (5) van hierdie Afdeling voorgeskryf word.

(4) As 'n werkgewer sy bedryfsinrigting op 'n statutêre openbare vakansiedag, uitgesonderd dié genoem in subklousule (1) *(a)*, wil sluit, moet hy werkwinkeladministrasiepersoneel en leweransierverkoopspersone die besoldiging betaal wat hulle sou ontvang het as hulle op sodanige dag hul gewone werkure gewerk het.

Klousule 9—Jaarlikse Verlof

(1) Vir die toepassing van hierdie klousule—

(a) beteken ,,verlofsiklus'' die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die terme ,,diens'' en ,,skof'' geag die volgende in te sluit:

(i) Skofte wat korter duur as dié wat ingevolge hierdie Afdeling toegelaat word, omdat—

(aa) die werknemer laat by sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

(ac) sodanige korter skofte met die toestemming van die werkgewer gewerk is;

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;

(ab) militêre diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), tot 'n maksimum tydperk van vier maande per jaar moes ondergaan;

(ac) op las of op versoek van sy werkgewer van die werk afwesig was;

(ad) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van die werk afwesig was op enigeen van die openbare vakansiedae in klousule 8 (1) van hierdie Afdeling:

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 (ii) *(aa)* hierbo van hierdie omskrywing kan instel nie;

(c) beteken ,,besoldiging'' 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en word sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang of

rated in paragraph *(a)*, shall be granted leave on full pay on all other statutory public holidays.

(*Note.*—January 2nd is not a statutory public holiday except when New Year's Day falls on a Sunday.)

(c) Notwithstanding the provisions of paragraphs *(a)* and *(b)* of this subclause, an employee who absents himself from his place of employment on the whole or part of the work-day immediately preceding or following a paid statutory public holiday shall forfeit his right to be paid for such holiday unless his absence is with the permission or condonation of the employer.

(d) Any employee who is aggrieved by the application to him of the provisions of paragraph *(c)* of this subclause may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision, he may appeal there-against to the National Council whose decision shall be final.

(e) 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.

(f) Where any statutory public holiday falls on a Saturday such Saturday does not become a paid holiday for an employee who does not normally work on a Saturday.

(2) Subject to the terms of subclause (1) hereof, whenever an employee works on any statutory public holiday in respect of which he is entitled to leave on full pay in terms of subclause (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 eight hours; and

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

(3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 5 (5) of this Division.

(4) If an employer wishes to close his establishment on any statutory public holiday other than those referred to in subclause (1) *(a)*, he shall pay workshop administrative staff and supply sales persons the remuneration they would have received if they had worked their ordinary hours on such day.

Clause 9—Annual Leave

(1) For the purposes of this clause—

(a) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(b) the terms "employment" and "shift" shall be deemed to include—

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

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

(ab) short-time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

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

(aa) absent on paid leave in terms of this Agreement;

(ab) undergoing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(ac) absent from work on the instructions or at the request of his employer;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 8 (1) of this Division:

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion, shall have no claim in respect of (ii) *(aa)* above of this definition;

(c) "remuneration" shall mean 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

wat aan hom toegeval het vir 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig, of, as hy minder as 13 weke gewerk het, die gemiddelde bedrag wat deur 'n werknemer ontvang is of wat aan hom toegeval het vir die getal voltooide weke wat hy werklik gewerk het.

(*Opmerking.*—'n ,,Bonus wat gereeld aan die werknemer betaal word", ingevolge hierdie omskrywing, sluit nie kommissie nie.)

(2) Drie weke verlof met volle besoldiging moet toegestaan word aan alle werknemers wat die tydperk van aaneenlopende diens, uiteengesit in die Bylae van hierdie subklousule, voltooi het by dieselfde werkgewer sedert die datum van indiensneming of die datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum).

Bylae

(a) Weekliks besoldigde werknemers—
  (i) wat gewoonlik vyf en 'n half dae per week werk: 313 skofte, uitgesonderd oortydwerk;
  (ii) wat gewoonlik vyf dae per week werk: 261 skofte, uitgesonderd oortydwerk.

(b) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof moet oor agtereenvolgende weke toegestaan en geneem word.

(4) Jaarlikse verlof word verskuldig sodra 'n werknemer die kwalifiserende tydperk in subklousule (2) van hierdie klousule vermeld, voltooi het, maar dit kan geneem word voor of nadat dit verskuldig word indien—

(a) die omstandighede van 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 twee maande *voor* die datum waarop dit verskuldig is geneem mag word nie, en ook nie langer as vier maande na die datum waarop dit verskuldig is, uitgestel mag word nie, tensy die betrokke werknemer en werkgewer voor die verstryking van sodanige tydperk van vier maande skriftelik daaroor ooreengekom het en in daardie geval mag dit nie langer as ses maande na die datum waarop dit verskuldig is, uitgestel word nie.

(5) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan: Met dien verstande dat dit nie minder mag wees as die skaal van besoldiging in hierdie Afdeling vir die betrokke kategorie werknemer voorgeskryf nie.

(6) *(a)* As enigeen van die openbare vakansiedae met besoldiging wat in klousule 8 (1) *(a)* van hierdie Afdeling vermeld word op 'n werkdag binne die verloftydperk van 'n werknemer val, moet een werkdag met volle besoldiging vir sodanige openbare vakansiedag by genoemde verlof gevoeg word.

(b) As enige openbare vakansiedag met besoldiging, uitgesonderd dié in klousule 8 (1) *(a)* van hierdie Afdeling vermeld, op 'n dag in die verloftydperk van 'n werknemer val, uitgesonderd 'n werknemer wat as lid van die werkwinkeladministrasiepersoneel of leweransier-verkoopspersone aan geklassifiseer word, moet een werkdag met volle besoldiging by genoemde verloftyd vir elke sodanige vakansiedag gevoeg word.

(7) *(a)* Jaarlikse verlof mag nie saamval met 'n werknemer se diensopseggingstermyn nie en ook nie, tensy die werknemer dit skriftelik versoek, met 'n tydperk waarin hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.

(b) Enige tydperk waarin 'n werknemer met siekteverlof is, word nie geag deel van sodanige werknemer se jaarlikse verlof uit te maak nie.

(8) Geen werknemer mag sy gewone beroep gedurende sy verlof beoefen nie en geen werknemer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Nywerheid te werk nie.

(9) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrae wat aan 'n werkgewer verskuldig is, van verlofbesoldiging afgetrek word nie.

(10) Die werkgewer moet die besoldiging wat aan 'n werknemer vir jaarlikse verlof verskuldig is, op die laaste werkdag voor die begin van die werknemer se verlof betaal indien die werknemer om betaling aansoek doen voordat hy met verlof gaan.

(11) By diensbeëindiging van 'n werknemer wat kragtens subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het, maar wat nie sy verlof op die datum van sodanige beëindiging toegestaan is of dit geneem het nie, moet sy werkgewer hom verlofbesoldiging, bereken in ooreenstemming met subklousule (12) van hierdie klousule, asook verlofbonus in ooreenstemming met subklousule (13) van hierdie klousule, betaal.

(12) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide ,,week" diens vanaf die datum waarop hy

period of 13 weeks immediately preceding the date the employee goes on annual leave or terminates his employment, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

(*Note.*—A "bonus regularly paid to the employee" in terms of this definition does not include commissions.)

(2) Three weeks' leave on full pay shall be granted to all employees who have completed the period of continuous employment set out in the Schedule to this subclause 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).

Schedule

(a) Weekly paid employees—
  (i) normally working a five-and-a-half-day week: 313 shifts, excluding overtime;
  (ii) normally working a five-day week: 261 shifts, excluding overtime.

(b) Monthly paid employees: 12 months.

(3) Annual leave must be granted and taken in consecutive weeks.

(4) Annual leave shall become due immediately an employee has completed the qualifying period specified in subclause (2) of this clause, 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 expiration of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.

(5) 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: Provided that this shall not be less than the rate prescribed in this Division for the category of employee concerned.

(6) *(a)* If any of the paid public holidays referred to in clause 8 (1) *(a)* of this Division 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 in respect of such public holiday.

(b) If any paid public holiday, other than those referred to in clause 8 (1) *(a)* of this Division, falls on a working day within the period of leave of an employee 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.

(7) *(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 service in terms of the Defence Act, 1957.

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

(8) 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.

(9) 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.

(10) The pay due to an employee for annual leave shall be paid by the employer on the last working day prior to the beginning of the employee's leave if the employee requests payment before his proceeding on leave.

(11) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause, 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 subclause (12) of this clause and a leave bonus in accordance with the provisions of subclause (13) of this clause shall be paid by his employer.

(12) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or

by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken ,,week" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(*Opmerking*.—Besoldiging vir opgehope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir 6 maande diens is die verlofbesoldiging ½ × 3 weke se besoldiging.

Vir 13 weke diens is die verlofbesoldiging ¼ × 3 weke se besoldiging.

Vir 5 weke diens is die verlofbesoldiging $\frac{5}{52}$ × 3 weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

6 maande, dus ½ × $\frac{9}{13}$ × 1 maand se besoldiging;

13 weke, dus ¼ × $\frac{9}{13}$ × 1 maand se besoldiging;

5 weke, dus $\frac{5}{52}$ × $\frac{9}{13}$ × 1 maand se besoldiging.)

(13) *(a)* Werkgewers moet 'n vakansiebonus betaal aan werknemers vir wie lone voorgeskryf word in paragrawe *(a)*, *(c)* en *(d)* van die Bylae van klousule 3 van hierdie Afdeling en aan deeltydse werknemers wat gewoonlik vier uur of meer per dag of 20 uur of meer per week werk en wat kwalifiseer vir jaarlikse verlof met besoldiging.

(b) Die bedrag van die vakansiebonus in paragraaf *(a)* van hierdie subklousule bedoel, is een week se loon.

(c) Die vakansiebonus word verskuldig en betaalbaar op die datum waarop die jaarlikse verlof verskuldig word.

Klousule 10—Verskaffing van Oorpakke

(1) Elke werkgewer wat van 'n werknemer vereis om 'n uniform, oorpak, stofjas of voorskoot te dra, moet sodanige kledingstuk gratis verskaf.

(2) Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Kledingstukke wat ingevolge hierdie klousule verskaf word, bly die eiendom van die werkgewer.

(4) *(a)* Elke werkgewer wat kledingstukke aan werknemers ooreenkomstig hierdie klousule verskaf, moet 'n register byhou wat te alle tye ter insae 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 vorige paragraaf, is bewys van die ontvangs van sodanige kledingstukke deur die werknemer.

(5) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf ooreenkomstig regulasies B6 en C20 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

Klousule 11—Getalsverhouding

(1) 'n Werkgewer moet een gekwalifiseerde winkelassistent of klerk in diens hê voordat hy 'n ongekwalifiseerde winkelassistent of klerk in diens mag neem, en vir elke gekwalifiseerde winkelassistent of klerk in sy diens, mag hy hoogstens een ongekwalifiseerde winkelassistent of klerk in diens hê.

(2) Vir die toepassing van subklousule (1) van hierdie klousule, word 'n ongekwalifiseerde winkelassistent of 'n ongekwalifiseerde klerk wat minstens die besoldiging van 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerk ontvang, geag 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerk te wees.

(3) 'n Werkgewer wat aktief die Motornywerheid beoefen, word geag 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerk te wees: Met dien verstande dat hoogstens een wekgewer ten opsigte van enige bedryfsinrigting geag mag word so 'n werknemer te wees.

(4) Waar 'n werkgewer in die Motornywerheid sake doen in meer as een bedryfsinrigting, mag hy nie ten opsigte van meer as een sodanige bedryfsinrigting geag word 'n gekwalifiseerde winkelassistent of 'n gekwalifiseerde klerk te wees nie, en hierdie klousule moet nagekom word met betrekking tot elke sodanige bedryfsinrigting.

Klousule 12—Diensbeëindiging

(1) Behoudens—

(a) die reg van 'n werkgewer of 'n werknemer om 'n dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig; of

from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(*Note*.—Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

For 6 months' employment, leave pay is ½ × 3 weeks' pay.

For 13 weeks' employment, leave pay is ¼ × 3 weeks' pay.

For 5 weeks' employment, leave pay is $\frac{5}{52}$ × 3 weeks' pay.

To arrive at three weeks' pay for a *monthly paid* employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly paid employee the leave accrued in—

6 months is ½ × $\frac{9}{13}$ × 1 month's pay.

13 weeks is ¼ × $\frac{9}{13}$ × 1 month's pay.

5 weeks is $\frac{5}{52}$ × $\frac{9}{13}$ × 1 month's pay).

(13) *(a)* Employees for whom wages are prescribed in paragraphs *(a)*, *(c)* and *(d)* of the Schedule to clause 3 of this Division, and part-time employees who normally work four hours or more per day or 20 hours or more per week who qualify for paid annual leave shall be paid a holiday bonus by their employers.

(b) The amount of the holiday bonus referred to in paragraph *(a)* of this subclause shall be one week's wages.

(c) The holiday bonus shall become due and payable at the same date as the annual leave falls due.

Clause 10—Supply of Overalls

(1) Every employer who requires any employee to wear a uniform, overall, dustcoat or apron, shall provide such garment free of charge.

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

(3) Garments supplied in terms of this clause shall remain the property of the employer.

(4) *(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.

(5) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with regulations B6 and C20 of the Factories, Machinery and Building Work Act, 1941.

Clause 11—Ratio

(1) One qualified shop assistant or clerical employee shall be employed by an employer before an unqualified shop assistant or clerical employee may be employed by him, and for each qualified shop assistant or clerical employee employed not more than one unqualified shop assistant or clerical employee may be employed.

(2) For the purposes of subclause (1) of this clause, an unqualified shop assistant or unqualified clerical employee receiving not less than the remuneration of a qualified shop assistant or qualified clerical employee, shall be reckoned as a qualified shop assistant or a qualified clerical employee.

(3) An employer who is actively engaged in the Motor Industry may 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 employee.

(4) 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 12—Termination of Service

(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) '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 minstens een week vooraf in die geval van weekliks besoldigde werknemers en twee weke vooraf in die geval van maandeliks besoldigde werknemers kennis gee van sy voorneme om 'n dienskontrak te beëindig.

(2) Die kennisgewing in subklousule (1) hiervan bedoel, moet skriftelik wees, moet in werking tree met ingang van die dag waarop sodanige kennis gegee word en kan op enige dag van die week of maand gegee word: Met dien verstande dat die diensopseggingstermyn nie mag saamval nie met, en daar nie kennis gegee mag word gedurende die werknemer se afwesigheid met jaarlikse verlof of militêre diens nie.

(3) Behoudens subklousule (1), indien 'n werkgewer versuim om werk te verskaf en indien 'n werknemer versuim om die toepaslike kennisgewingstermyn uit te dien, moet 'n bedrag gelyk aan die besoldiging wat gedurende die onverstreke gedeelte van die kennisgewingstermyn verdien sou gewees het deur die werkgewer en/of die werknemer onderskeidelik betaal of verbeur word.

(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 bedoel, is die werkgewer, ondanks andersluidende bepalings 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 die werkgewer verskuldig is.

Klousule 13—Los Winkelassistente/Verkoopspersone/Klerke en Aflosklerke

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is die bepalings van hierdie Ooreenkoms, uitgesonderd die volgende, nie van toepassing nie op los winkelassistente/verkoopspersoon of los klerke soos in die Opmerking aan die einde van hierdie subklousule omskryf:

(a) Die kontrakgrondslag vir die indiensneming van 'n los winkelassistent/verkoopspersoon of los klerk is uurliks, en die werkgewer moet—
  (i) waar die dienstydperk op enige dag twee uur of korter is, sodanige werknemer minstens twee en twee derde maal die uurloon betaal; of
  (ii) waar die dienstydperk op enige dag langer as twee uur maar hoogstens nege uur is, sodanige werknemer minstens een en 'n derde maal die uurloon betaal vir elke uur of gedeelte van 'n uur wat hy gewerk het; of
  (iii) waar die dienstydperk op enige dag langer as nege uur duur, sodanige werknemer oortyd vir sodanige oortydwerk betaal op die grondslag van die oortydbesoldiging voorgeskryf in klousule 5 (5) van hierdie Afdeling van hierdie Ooreenkoms.

(b) Die werkgewer moet die besoldiging wat aan 'n los winkelassistent/verkoopspersoon of los klerk verskuldig is, by die beëindiging van sy diens betaal.

(c) Vir die toepassing van hierdie klousule beteken ,,uurloon" die minimum weekloon in klousule 3 van hierdie Afdeling voorgeskryf vir 'n gekwalifiseerde winkelassistent, verkoopspersoon en/of klerk, gedeel deur 46.

(d) Geen los winkelassistent/verkoopspersoon of klerk mag verplig of toegelaat word om—
  (i) voor 08h00 of na 18h00 van Maandae tot Vrydae;
  (ii) voor 08h00 of na 13h00 op Saterdae;
  (iii) te enigertyd op 'n Sondag of openbare vakansiedag te werk nie, behalwe met die doel van voorraadopname.

(*Opmerking.*—,,Los winkelassistente/verkoopspersone/klerke" beteken enige werknemer wat in 'n tydelike of los hoedanigeid deur dieselfde werknemer in diens geneem word vir 'n tydperk van hoogstens 23 uur, aaneenlopend of nie, in 'n bepaalde maand vir enigeen van die pligte van 'n ,,winkelassistent/verkoopspersoon" of ,,klerk", na gelang van die geval, soos in hierdie Ooreenkoms omskryf.)

(2) *Aflosklerk.*—

(a) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is geen van die bepalings van hierdie Ooreenkoms, behalwe paragraaf *(b)* van hierdie subklousule en daardie bepalings in hierdie Afdeling wat betrekking het op die lone vir gekwalifiseerde werkers (klousule 3), gewone werkure (klousule 4), oortydwerk (klousule 5) en Sondagwerk (klousule 6) op aflosklerke, soos in hierdie Ooreenkoms omskryf, van toepassing nie.

(b) Elke werkgewer wat iemand in diens neem om op sy perseel as aflosklerk werksaam te wees, moet binne sewe dae na sodanige indiensneming die naam van sodanige aflosklerk en die naam van die werknemer wie se plek sodanige aflosklerk inneem, verstrek aan die Sekretaris van die Streekraad in wie se regsgebied sy sakeonderneming geleë is.

(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 one week in the case of weekly paid employees and two weeks in the case of monthly paid employees.

(2) The notice referred to in subclause (1) hereof shall 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 or military service.

(3) Subject to the provisions of subclause (1), should an employer fail to provide work or should an employee fail to work for the appropriate period of notice, the employer and/or employee shall pay or forfeit respectively an amount equal to the remuneration that would have been earned during the unexpired part of the notice period.

(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 13—Casual Shop Assistants Sales persons, Clerical Employees and Relief Clerical Employees

(1) Notwithstanding anything to the contrary contained in this Agreement, none of the provisions of this Agreement other than the following, shall apply to casual shop assistants/sales person or casual clerical employees as defined in the Note at the end of this subclause:

(a) The basis of contract of employment as a casual shop assistant/sales person or casual clerical employee 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 two and two-third times the hourly wage; or
  (ii) is of longer duration than two hours but not more than nine hours, not less than one and one-third times the hourly wage for each hour or part of an hour worked; or
  (iii) is of longer duration than nine hours, overtime for such excess time on the basis of overtime prescribed in clause 5 (5) of this Division of this Agreement.

(b) The employer shall pay the remuneration due to a casual shop assistant/sales person or casual clerical employee, on termination of his employment.

(c) For the purposes of this clause "hourly wage" means the minimum weekly wage prescribed in clause 3 of this Division for a qualified shop assistant, sales person and/or clerical employee, divided by 46.

(d) No casual shop assistant/sales person or clerical employee shall be required or permitted to work, except for the purpose of stock-taking—
  (i) before 08h00 or after 18h00 on Mondays to Fridays;
  (ii) before 08h00 or after 13h00 on Saturdays;
  (iii) at any time on a Sunday or public holiday.

(*Note.*—"Casual shop assistants/sales persons/clerical employees" shall mean any employee who is temporarily or casually employed by the same employer for not longer than 23 hours, continuous or otherwise, in any one month on any of the duties of a "shop assistant/sales person" or "clerical employee", as the case may be, as defined in this Agreement.)

(2) *Relief clerical employee.*—

(a) Notwithstanding anything to the contrary contained in this Agreement none of the provisions of this Agreement other than paragraph *(b)* of this subclause and those in this Division relating to qualified wage rates (clause 3), ordinary hours of work (clause 4), overtime (clause 5) and Sunday work (clause 6) shall apply to relief clerical employees as defined in this Agreement.

(b) Every employer who engages any person to work on his premises as a relief clerical employee shall within seven days of such engagement supply the Secretary of the Regional Council within the area of jurisdiction of which his place of business is situated with the name of such relief clerical employee and the name of the employee whose place the relief clerical employee is taking.

(*Opmerking*.—,,Aflosklerk" word omskryf as 'n klerk wat tydelik in diens geneem word vir 'n tydperk van hoogstens 28 kalenderdae in enige ses maande en wel vir die doel om die werk uit te voer van 'n klerk wat van sy werk afwesig is.)

KLOUSULE 14—KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n werkgewer sy werknemers korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapte 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 werkgewer hom voor of op 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 werkgewer 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 die werknemer, indien daar geen werk beskikbaar is nie of indien slegs werk vir minder as vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgewer nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) van hierdie klousule bepaal.

(3) 'n Werknemer mag nie op 'n korttydgrondslag geplaas word nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag of Gesinsdag.

(4) 'n Werknemer mag nie op Setlaarsdag op 'n korttydgrondslag geplaas word nie, tensy—

(a) die meerderheid van die werknemers in die bedryfsinrigting korttyd wil werk; of

(b) korttyd op die dag voor of na sodanige openbare vakansiedag gewerk word; of

(c) sodanige statutêre openbare vakansiedag op 'n dag van die week val waarop die werknemers van 'n bedryfsinrigting ook op 'n korttydgrondslag geplaas is in die week onmiddellik voor dié waarin die statutêre openbare vakansiedag val.

AFDELING C

HOOFSTUK I

BEPALINGS MET BETREKKING TOT ALLE BEDRYFSINRIGTINGS, UITGESONDERD DIE WAT INGEVOLGE HOOFSTUKKE II, III, IV OF V GEREGISTREER IS

KLOUSULE 1—TOEPASSINGSBESTEK

Die bepalings van hierdie Hoofstuk en dié van Afdelings A en B is van toepassing op alle bedryfsinrigtings in die Motornywerheid wat nie ingevolge Hoofstukke II, III, IV of V geregistreer is nie, en as enigeen van die bepalings van Afdelings A of B strydig is met hierdie Hoofstuk, geld die bepalings van laasgenoemde.

KLOUSULE 2—WOORDOMSKRYWING

Vir die toepassing van hierdie Hoofstuk, beteken—

(1) ,,B/A-vakman" 'n werknemer oor die leeftyd van 22 jaar wat kan bewys dat hy minstens drie 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 onder die toesig van 'n 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 omskrywing van ,,Motornywerheid" in hierdie Ooreenkoms gedek word;

(2) ,,batteryhersteller" 'n werknemer wat werksaam is in 'n bedryfsinrigting waarin batterye vernuwe, herstel en/of versien word en wat hoofsaaklik of uitsluitlik batterydefekte opspoor en/of batterye herstel, uitmekaarhaal, van nuwe plate voorsien, weer inmekaarsit en/of opnuut insoleer;

(3) ,,bakwinkelassistent" 'n werknemer in enige motorbakherstelwinkel waar minstens een vakman van die tipe wat gewoonlik aktief in hierdie soort werkwinkel werksaam is, in diens is, wat onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

(a) die volgende verwyder en/of vervang, sonder om finale elektriese verbindings aan te bring:

Alternators;
bakke;
baklyswerk;
enjinkappe;
remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid vorm;
gloeilampies;

(*Note*.—"Relief clerical employee" is defined as a clerical employee who is temporarily employed for a period of not more than 28 calendar days in any six months for the purpose of carrying out the duties of a clerical employee who is absent from work.)

CLAUSE 14—SHORT-TIME

(1) Subject to the provisions of subclause (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 owing 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 subclause (1) of this clause.

(3) An employee may not be placed on short-time on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day or Boxing Day.

(4) An employee may not be placed on short-time on Settlers' Day unless—

(a) the majority of the employees of the establishment wish to work short-time; or

(b) short-time is worked on the day preceding and the day succeeding such public holiday; or

(c) such statutory public holiday falls on a day of the week on which the employees of an establishment were also placed on short-time in the week immediately preceding that in which the statutory public holiday falls.

DIVISION C

CHAPTER 1

PROVISIONS RELATING TO ALL ESTABLISHMENTS OTHER THAN THOSE REGISTERED UNDER CHAPTERS II, III, IV OR V

CLAUSE 1.—SCOPE OF APPLICATION

The provisions of this Chapter and those of Divisions A and B shall apply to all establishments operating in the Motor Industry which are not registered under Chapters II, III, IV, or V and if any of the provisions of Divisions A or B are in conflict with the provisions of this Chapter, the provisions of the latter will prevail.

CLAUSE 2—DEFINITIONS

For the purposes of this Chapter—

(1) "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 under the supervision of a 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;

(2) "battery repairer" means an employee employed in a battery reconditioning, repairing, and/or servicing establishment and who mainly or exclusively diagnoses battery faults and/or repairs, dismantles, replates, reassembles and/or reinsulates batteries;

(3) "body shop assistant" means an employee who in any auto body repair shop where at least one journeyman of the type normally employed in this kind of workshop is actively engaged, under the supervision of such journeyman, mainly or exclusively—

(a) removes and/or replaces, without making final electrical connections—

alternators;
bodies;
body mouldings;
bonnets;
brake drums—except where the drum and hub are one complete unit;
bulbs;

stampers;
kabels, uitgesonderd elektriese kabels;
kabelskakelings;
kajuite;
vergassers;
koppelaarsilinders;
koppelplate;
kronkelvere; .
verkoelingstelsels, uitgesonderd lugversorging;
silinderkoppe, maar hulle nie vaswring nie;
deure, uitgesonderd finale verstellings;
deurhandvatsels;
dryfasse, uitgesonderd voorwielaandrywings;
enjinsamestelle;
enjinmonterings;
enjinmodderpanne;
uitlaatleidings, waar geen veranderings nodig is nie;
uitlaatstelsels;
buikplanke;
vloerbedekking;
vliegwieldeksels, verwyderbaar;
brandstofpype;
brandstofpompe, uitgesonderd inspuitpompe;
brandstoftenks;
ratkassamestelle;
ratkasmonterings;
glas, uitgesonderd agterligte;
gruispanne;
roosters;
handrelingklampe;
verwarmers;
lampe;
spruitstukke;
modderskerms;
oliesiwwe;
panele, buite of binne, en los toebehore, uitgesonderd waar dit gesweis is;
drukplate;
dryfasse;
verkoelers;
verkoelerproppe;
radio's en bandopnemers, uitgesonderd die finale elektriese verbindings;
agterbakligte;
treeplanke;
sitplekke;
aansitters;
doppe;
skokbrekers;
voorste en agterste bladvere;
aanslagplate;
skerms;
waterslange;
vensterrame;
handruitslingers;

(b) agteraskokersamestelle verwyder en/of sonder die gebruik van handgereedskap weer in posisie plaas en met die hand vasdraai;

(c) die volgende verwyder maar nie vervang nie:
Volledige voorassamestelle;
buitepanele, waar dit aangesweis word;
voorwielvering;
voorvere—kronkel- of miktipe;
stuursamestelle;

(d) met betrekking tot enige voertuig, lekke in bakke met vulsel herstel en lekke in ewenaar en ratkas van enjin herstel deur vas te draai;

(e) wiele balanseer met enige masjien wat bedoel is om wiele los van die voertuig te balanseer;

(f) bakvulsel of ander materiaal aanwend; metale sweis of slyp indien dit nodig is; grondlae van enige kleur aan die buite- of binnekant van motorvoertuie aanwend;

(g) vere wat van voertuie verwyder is, stroop;

(h) gate volgens patroonplate boor;

(i) veiligheidsgordels vassit in voertuie waar daar ankerpunte is;

(j) los sitplekoortreksels vassit waar dit nie nodig is om hulle te verander nie;

(k) beskadigde bakonderdele onder toesig van 'n vakman verwyder deur middel van 'n slagsaag wat met die hand of met lug aangedryf word, of met 'n ystersaag;

(l) kleurstof, verf, vernis, lakvernis of ander beskermende lae met 'n kwas, sproeispuit, aërosolhouer of op 'n ander manier aanbring op—
enjins en/of enige komponente of bybehore in die enjinkompartement gemonteer, of op vloermatte, sitplekoppervlakke, bagasiebakke of kantskopplate:

bumpers;
cables, excluding electrical;
cable linkages;
cabs;
carburettors;
clutch cylinders;
clutch plates;
coil springs;
cooling systems, excluding air-conditioning;
cylinder heads, without torquing;
doors, excluding the final adjustments;
door handles;
drive shafts, excluding front wheel drives;
engine assemblies;
engine mountings;
engine mud trays;
exhaust lines, where no modification is required;
exhaust systems;
floor boards;
floor covers;
flywheel covers, detachable;
fuel pipes;
fuel pumps, excluding injector pumps;
fuel tanks;
gearbox assemblies;
gearbox mountings;
glass, other than rear lights;
gravel pans;
grills;
handrail brackets;
heaters;
lamps;
manifolds;
mudguards;
oil strainers;
panels—exterior or interior, and fittings other than where welded;
pressure plates;
propeller shafts;
radiators;
radiator plugs;
radios and tape recorders, excluding the final electrical connections;
rear body lights;
running boards;
seats;
self-starters;
shells;
shock absorbers;
springs—leaf, front and rear;
striker plates;
valances;
water hoses;
window frames;
window winders, manual;

(b) removes and/or without the use of hand tools repositions and hand tightens rear axle housing assemblies;

(c) removes but does not replace—
complete front axle assemblies;
exterior panels, where welded on;
front wheel suspensions;
springs, front—coil or wishbone type;
steering assemblies;

(d) in relation to any vehicle, repairs body leaks by filling, and engine differential and gearbox leaks by tightening;

(e) balances wheels with any machine made to balance wheels off the vehicle;

(f) applies body fillers or other materials;
welds and grinds metals where necessary;
applies primer of any colour to the exterior or interior of motor vehicles;

(g) strips springs which have been removed from vehicles;

(h) drills holes to templets;

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

(j) fits loose seat covers when no alteration to them is necessary;

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

(l) applies by brush, spraygun, by aerosol dispenser or by other means, dye, paints, varnish, lacquer or other protective coatings to—
engines and/or any components or accessories mounted within the engine compartment, or to floor mats, seat surfaces, luggage compartments or side-kick plates:

Met dien verstande dat die verrigting van enigeen van die werksaamhede in hierdie omskrywing vermeld, nie so uitgelê mag word dat dit die verrigting van 'n vakman se werk wat met so 'n werksaamheid in verband staan, toelaat nie.

(*Opmerking*.—Die getal bakwinkelassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van hierdie Hoofstuk.);

(4) „skoonmaakster" 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte vervul:

Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;

tee of soortgelyke dranke berei en/of opdien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

(5) „vakman" '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, 1944, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

(b) in besit is van 'n Graad A-lidmaatskapkaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union uitgereik is; of

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is; of

(d) in besit is van 'n identiteitskaart wat deur die Streekraad uitgereik is;

(6) „algemene werker graad I"—

(a) met betrekking tot 'n vul- en/of diensstasie en die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:

Parkeerkaartjies uitreik;

oliestate opstel vir voertuie wat gesmeer moet word;

olievoorraadregisters by smeerhystoestelle byhou;

kredietkaartmasjiene bedien vir die verkoop van petrol, smeermiddels en brandstof;

geld van algemene werkers graad II en/of klante ontvang en kleingeld gee;

(b) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik een van die pligte in paragraaf *(a)* van hierdie omskrywing gelys en/of enige van die volgende pligte verrig:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

'n handelsreisiger op sy reis vergesel en hom help dryf en monsters verpak, uitpak en vertoon;

raamklampe, G-klampe, skarnierhefboomklampe en batteryvashouerklampe aanbring en verwyder;

trapfietse met hulpmotore en motorfietse met hulptrappe inmekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingstrokies bymekaarmaak, verpak en massameet;

identifikasiemerke op goedere nagaan en/of aanteken;

rantsoene gaarmaak;

optel en die resultaat aanteken;

gedrukte standaardvorms in alfabetiese, numerieke, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer;

gereedskap en/of uitrusting uitreik aan en/of ontvang van gereedskapkamer en 'n register van sodanige gereedskap byhou;

'n passasiershysbak bedien;

geboue, heinings, installasie en uitrusting slegs vir onderhoudsdoeleindes verf;

palette verf;

identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;

aantekeninge maak op bakke vir kaarte;

palette herstel;

aanknipbaklyswerk verwyder;

ruwe kapwerk;

sand- of haelstraling;

goedere uitkies en in bakke plaas;

goedere sorteer en die resultaat aanteken;

massameet en die resultaat aanteken;

(c) behoudens klousule 23 van Afdeling A wat die minimum loon vir die dryf van voertuie vasstel, kan 'n werknemer wat benewens die verrigting van enige van die pligte in paragrawe *(a)* en *(b)* van hierdie omskrywing opgenoem, ook voertuie dryf;

(7) „algemene werker graad II"—

(a) met betrekking tot 'n vul- en/of diensstasie en die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:

Help met die parkering van motorvoertuie;

kyk of daar olie uitlek, maar slegs gedurende die olie- en smeerproses;

batterye konnekteer en diskonnekteer;

oliebakke leegtap;

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 operation;

(*Note*.—The number of body shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of this Chapter.);

(4) "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;

(5) "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, 1944, 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 in the Motor Industry Combined Workers' Union; or

(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951; or

(d) is in possession of an identity card issued by the Regional Council;

(6) "general worker, Grade I," 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;

Issuing parking tickets;

compiling oil sheets for vehicles which are to be lubricated;

maintaining oil stock records at grease hoists;

operating credit card machines for the sale of petrol, lubricants and fuels;

receiving money from general workers, Grade II, and/or customers and giving change;

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

Accepting written orders in return for goods delivered outside the employer's premises;

accompanying a traveller on his journey and assisting in driving and in packing, unpacking and displaying of samples;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

checking and/or recording identification marks on goods;

cooking of rations;

counting and recording the result;

filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;

issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;

operating a passenger lift;

painting—buildings, fences, plant and equipment for maintenance purposes only;

painting pallets;

recording and/or checking identification marks on goods and registration numbers of vehicles;

recording on Bin cards;

repairing pallets;

removing clip-on body mouldings;

rough cutting;

sand or shot blasting;

selecting and placing goods into bins;

sorting goods and recording the result;

mass-measuring and recording the result;

(c) subject to the provisions of clause 23 of Division A which fixes the minimum weekly wage for driving vehicles, an employee who in addition to performing any of the duties enumerated in paragraphs *(a)* and *(b)* of this definition, may also drive vehicles;

(7) "general worker, Grade II," 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 vehicles;

checking for oil leaks, but only during the process of oiling and greasing;

connecting and disconnecting batteries;

draining oil sumps;

voertuie afstof;
batterye in verband met laaiwerk, bottels of ander houers vir voorraad, ewenaars, brandstoftenks, ratkaste, hoofsilinders, oliebakke, verkoelers en stuurkaste volmaak;
klein afdopmerkies en skrape aan voertuigbakke deur middel van 'n kwas met vooraf gemengde verf opvul;
batterye, ghriesnippels, buitebande, binnebande, vellings en padwiele aanbring, verwyder en/of vervang;
geld hanteer;
buite- en binnebande oppomp;
motorvoertuie deur middel van 'n domkrag of hystoestel laat sak en/of oplig;
tee of dergelike dranke berei en opdien;
motorvoertuie of onderdele daarvan olie en smeer;
batteryrakke, vellings, buitebande en padwiele verf;
motorvoertuie poleer;
lekplekke heelmaak, met inbegrip van kleppe vir buite- of binnebande aansit en inbed;
antrasiet, braaivleishout, houtskool, olie en petrol, en dranke en/of vloeibare petroleumgas in verseëlde houers verkoop;
boute en tapboute aan ewenaar, oliebak en transmissiestelsel vasdraai wanneer nodig maar slegs gedurende die olie- en smeerproses;

(b) wat betref alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die pligte in paragraaf *(a)* van hierdie omskrywing opgenoem en/of enige van die volgende pligte verrig:
Gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakke aanbring;
kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;
hulp op afleweringswaens verleen;
ketels bedien;
goedere dra;
buitebande sementeer;
met die hand,'n borsel, masjien of bytmiddel skoonmaak, of ghries verwyder;
vorms skoonmaak;
bale, kiste of ander pakke toemaak of oopmaak;
reserwedele volgens werkgewer se bestelling afhaal;
mengwerk verrig in verband met die verf van motorvoertuie;
goedere, briewe of boodskappe te voet, per fiets, driewiel of handvoertuig vervoer;
buitebande opsny;
grond vir fondamente, riole en slote uitgrawe en/of verwyder;
rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;
houers leegmaak;
selle van batterye vir inspeksie uithaal;
bakvulsel, soldeersel, sweiswerk en ou verf van dele wat herstel word en van aangrensende dele, soldeersel of sweiswerk aan nuwe dele en plaatmetaal wat vir duikklopwerk gebruik is, af- of gelyk vyl;
vure in oonde aansteek en stook en afval uit oonde verwyder;
binnebandvorms en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;
registrasienommerplate aanbring aan en/of verwyder van voertuie;
posstukke frankeer;
tuinwerk verrig;
masjinerie, met inbegrip van draaibanke en bogrondse asaandryfstelsel, smeer en olie terwyl dit stilstaan;
onderdele, materiaal en/of gereedskap onder toesig van 'n werknemer in 'n hoër loongroep vashou en onderdele en materiaal in posisie plaas;
materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;
voertuie laai en aflaai;
kratte maak;
pakkette en/of onderdele met 'n kwas of sproeispuit of rubberstempel merk en/of sjabloneer;
maskeerwerk verrig;
materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglasbestanddele meng nie;
goedere verskuif en/of opstapel en/of uitpak;
goederehysers en briefkopieer- of afrolmasjiene bedien;
verfwerk met 'n kwas en/of sproeispuit verrig aan asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens;
verfwerk met 'n kwas aan voor- en agterstampers, wiele van handelsvoertuie of busonderstelle verrig, nuwe waterdigtingsverf aan seildoek aanbring, grofverfwerk aan die binnekant van motorbakke verrig;

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 and road wheels;
handling money;
inflating tyres and tubes;
lowering and/or raising motor vehicles by jack or hoist;
making and serving tea or similar beverages;
oiling and greasing of motor vehicles or parts thereof;
painting battery cradles, rims, tyres and road wheels;
polishing motor vehicles;
repairing punctures, including the fitting and reseating of tyre or inner tube valves;
selling anthracite, braaiwood, charcoal, oil and petrol, and beverages and/or liquid petroleum gas (LP gas) in sealed containers;
tightening bolts and studs on differential, sump and transmission when necessary, but only during the process of oiling and greasing;

(b) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the duties listed in paragraph *(a)* of this definition, and/or on any of the following duties;
Affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;
applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;
assisting on delivery vans;
attending to boilers;
carrying goods;
cementing tyres;
cleaning by hand, brush, machines, pickling or degreasing;
cleaning moulds;
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;
cutting tyres;
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 panel beaten;
firing and loading ovens and furnaces and removing refuse from furnaces;
fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;
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 materials previously recorded by storekeepers;
loading and unloading vehicles;
making crates;
marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;
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 gun, axles, brake drums, chassis and undersides of vehicle bodies and of trailers;
painting by brush front and rear bumpers wheels of commercial vehicles of bus chassis, rough water-proofing paint on canvas, rough stuff to inside of vehicle bodies;

poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;
vorms poleer;
voedsel voorberei wat gaargemaak moet word;
metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;
pik van batterye verwyder;
binnebandvorms en seksiesakke heelmaak;
vulsel, grondlaag en stopverf af- of gelyk vryf;
skuurwerk verrig;
vorms vasskroef;
batterye verseël;
skaafsels in gietblokvorms smelt;
materiaal roer;
buitebande stroop;
klapperhaar en perdehaar pluis;
buitebande afwerk;
vorms met was bestryk;
goedere toedraai;
adresse van fakture of verpakkingstrokies afskryf;

(c) met betrekking tot bedryfsinrigtings wat uitsluitlik by die sloping van motors betrokke is, 'n werknemer wat, benewens die verrigting van een of meer van die werksaamhede in paragrawe *(a)* en *(b)* van hierdie omskrywing opgenoem, ook enjins kan stroop vir 'n ander doel as om dit te herstel;

(8) „motorfietswerktuigkundige se assistent" 'n werknemer wat in 'n bepaalde bedryfsinrigting waar minstens een vakman van die tipe wat gewoonlik in dié soort werkwinkel aktief in diens is, onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

(a) onderdele of eenhede van motorfietse, bromponies en driewielers van die bromponietipe verwyder;

(b) sonder om finale elektriese verbindings aan te bring, die volgende vervang:
Gloeilampe;
kabels, uitgesonderd elektriese kabels, en sonder finale regstelling;
draers, kiste en bakke van die kommersiële tipe;
kontrolehefbome, sonder finale regstelling;
skermstawe;
silinderkoppe, slegs tweeslagenjins;
dryfkettings en kettingratte, sonder finale regstellings;
enjinsamestelle;
enjinskutplate;
uitlaatstelsels;
buitenste deksels—verwyderbaar;
voetstutte—voor en agter;
modderskerms, voor en agter, met inbegrip van monteerankers;
brandstoftenks en die pype daaraan;
voorste skokbrekers—verwyderbaar;
binneste doppe van koplampe;
toeters;
lampe;
lisensiehouers;
olieverkoelers en die pype daaraan;
oliefilters en -siwwe en die skoonmaak daarvan;
olietenks en die pype daaraan;
sitplekke;
sitplekoortreksels;
verkoelers en die pype daaraan;
agterste skokbrekers;
standers;
oliebakmoere en -boute;
skakelaarsamestelle;

(c) die volgende vervang:
Voorvurksamestelle;
rame;
syspansamestelle van die kommersiële tipe;

(d) beskermlae op enjins en uitlaatstelsels aanbring;

(e) uurwerke op die korrekte tyd instel;

(f) wiele balanseer met enige masjien wat bedoel is om wiele te balanseer wanneer hulle los van die voertuig af is;

(g) die werking van alle elektriese verbruikspunte; rigtingaanwysers; slotte en sleutels; ruitveërs en -spuite;

nagaan en verslag daaroor doen: Met dien verstande dat die verrigting van enige van die werksaamhede wat in hierdie omskrywing opgenoem is, nie so uitgelê moet word dat dit die verrigting van enige vakmanswerk in verband met sodanige werksaamhede of die gebruik van 'n wringsleutel toelaat nie.

(*Opmerking*.—Die getal motorfietswerktuigkundige se assistente wat in enige bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van hierdie Hoofstuk.);

(9) „monteur van nuwe motorvoertuig" 'n werknemer in 'n bedryfsinrigting wat, in verband met die montering van nuwe motor-

polishing by hand or machine in connection with the painting of motor vehicles;
polishing moulds;
preparing food for cooking;
pre-treating metal by chemical process in panel-beating establishments;
removing pitch from batteries;
repairing curing tubes and sectional bags;
rubbing down of filling, primer and putty;
sandpapering;
screwing down moulds;
sealing batteries;
smelting of shavings into ingot forms;
stirring materials;
stripping tyres;
teasing coir and horsehair;
trimming tyres;
waxing moulds;
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;

(8) "motor cycle mechanic's assistant" means an employee who in any establishment where at least one journeyman of the type normally employed in this kind of workshop is actively engaged under the supervision of such journeyman, mainly or exclusively—

(a) removes parts or units from motor cycles, scooters and scooter type three wheelers;

(b) replaces without making final electrical connections—
bulbs;
cables, other than electrical cables, and without final adjustment;
commercial type carriers, boxes and bodies;
control levers, without final adjustment;
crash bars;
cylinder heads, two cycle engines only;
drive chains and sprockets, without final adjustments;
engine assemblies;
engine guard plates;
exhaust systems;
external covers—detachable;
footrests, front and rear;
fenders, front and rear, including mounting stays;
fuel tanks and pipes thereto;
front shock absorbers—detachable;
head lamp internal shells;
hooters;
lamps;
licence holders;
oil coolers and pipes thereto;
oil filters and strainers and the cleaning thereof;
oil tanks and pipes thereto;
rear shock absorbers;
stands;
sump nuts and bolts;
switch assemblies;

(c) replaces—
front fork assemblies;
frames;
commercial type side car assemblies;

(d) applies protective coatings to engines and exhaust systems;

(e) sets clocks to correct time;

(f) balances wheels with any machine to balance wheels off the vehicle;

(g) checks and reports on the operation of—
all electrical consumer points;
direction indicators;
locks and keys;
windscreen wipers and washers;

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 or the use of a torque wrench,

(*Note*.—The number of motor cycle mechanic's assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of this Chapter.);

(9) "new motor vehicle assembler" means an employee in any establishment who in connection with the assembly of new motor

voertuie, uitsluitlik of hoofsaaklik vere, stampers, treeplanke, modderskerms, skerms, buitelampe, enjinkappe, asse, verkoelers, kajuite, bakke, roosters, sitplekke, enjinmodderpanne en stuurkassamestelle aanbring;

(10) ,,verkoelerhersteller'' 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende werksaamhede verrig:

'n Vooraf gestelde riffel- of vormmasjien bedien;
waterpype en metaalstroke vir vinne volgens vasgestelde lengtes sny;
terugvoumasjiene bedien;
kernstukke deur middel van 'n pers volgens die vereiste groottes vorm;
skoonmaak en vertin;
kernstukke in suurbaddens en soldeervate indompel;
waterhouers en kernstukke vassweet;
symure aan kernstukke vassweet;
buise en buisplate vassweet;
vulnekke volgens setmaat maak;
verkoelers uitmekaarhaal;

(11) ,,herstelwinkelassistent'' 'n werknemer in 'n bedryfsinrigting in die werkwinkel waarvan minstens een vakman aktief met vakmanswerk besig is en wat onder toesig van sodanige vakman hoofsaaklik of uitsluitlik—

(a) onderdele of eenhede van motorvoertuie, trekkers, landboumasjinerie en -uitrusting en hulpuitrusting en/of hegstukke daarvan verwyder;

(b) die volgende vervang sonder om die finale elektriese verbindings aan te bring:

Alternators;
bakke;
baklyswerk;
enjinkappe;
remtrommels, uitgesonderd waar die trommel en naaf 'n volledige eenheid vorm;
gloeilampies;
stampers;
kabels, uitgesonderd elektriese kabels;
kabelhefbome;
kabelskakelings;
vergassers;
kajuite;
koppelaarsilinders;
kronkelvere;
verkoelingstelsels, uitgesonderd lugversorging;
silinderkoppe, sonder om hulle te wring;
deure;
deurhandvatsels;
dryfasse, uitgesonderd voorwielaandrywing;
enjinsamestelle;
enjinmonterings;
enjinmodderpanne;
uitlaatstelsels;
buikplanke;
vloerbedekking;
vliegwieldeksels—verwyderbaar;
brandstofpype;
brandstofpompe, uitgesonderd inspuitpompe;
brandstoftenks;
ratkassamestelle;
ratkasmonterings;
generators;
glas;
gruispanne;
roosters;
handrelingsklampe;
verwarmers;
lampe;
spruitstukke;
modderskerms;
oliefilters of -siwwe en die skoonmaak daarvan;
panele, buite of binne, en los toebehore, uitgesonderd waar gesweis;
koppelaar- en drukplate;
dryfasse;
verkoelers;
verkoelerproppe;
radio's en bandopnemers, maar nie die finale elektriese verbinding daarvan nie;
agterbakligte;
treeplanke;
sitplekke;
sitplekoortreksels;
aansitters;
doppe;
skokbrekers;

vehicles mainly or exclusively fits springs, bumpers, footboards, running boards, fenders, valances, exterior lamps, engine bonnets, axles, radiators, cabs, bodies, grills, seats, engine mud trays and steering box assmeblies;

(10) "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 return-folding 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;

(11) "repair shop assistant" means an employee in any establishment in the workshop of which at least one journeyman is actively engaged on journeyman's work and who, under the supervision of such journeyman, mainly or exclusively—

(a) removes parts or units from motor vehicles, tractors, agricultural machinery and equipment and ancillary equipment and/or attachments thereof;

(b) replaces, without making final electrical connections—

alternators;
bodies;
body mouldings;
bonnets;
brake drums—except where the drum and hub are one complete unit;
bulbs;
bumpers;
cables, excluding electrical;
cable levers;
cable linkages;
carburettors;
cabs;
clutch cylinders;
coil springs;
cooling systems, excluding air-conditioning;
cylinder heads, without torquing;
doors;
door handles;
drive shafts, excluding front wheel drive;
engine assemblies;
engine mountings;
engine mud trays;
exhaust systems;
floor boards;
floor covers;
flywheel covers—detachable;
fuel pipes;
fuel pumps, excluding injection pumps;
fuel tanks;
gearbox assemblies;
gearbox mountings;
generators;
glass;
gravel pans;
grills;
handrail brackets;
heaters;
lamps;
manifolds;
mudguards;
oil filters or strainers and the cleaning thereof;
panels—exterior or interior, and fittings, other than where welded;
clutch and pressure plates;
propeller shafts;
radiators;
radiator plugs;
radios and tape recorders, excluding the final electrical connections;
rear body lights;
running boards;
seats;
seat covers;
self-starters;
shells;
shock absorbers;

voorste en agterste bladvere;
aanslagplate;
oliebakmoere en -boute;
skerms;
klepdeksels;
waterslange;
vensterrame;
handruitslingers;

(c) agteraskokersamestelle verwyder en/of, sonder die gebruik van handgereedskap, weer in posisie plaas en met die hand vasdraai;

(d) beskermende lae aanbring op enjins, komponente of bybehore in die enjinkompartement gemonteer, vloermatte, sitplekoppervlakke, bagasiebakke of kantskopplate;

(e) uurwerke volgens die korrekte tyd stel;

(f) veiligheidsgordels aanbring in voertuie waar daar ankerpunte is;

(g) waaierbande aanbring en stel waar geen meettoestelle of instrument nodig is nie;

(h) los sitplekoortreksels aanbring waar geen verandering daaraan nodig is nie;

(i) met betrekking tot enige voertuig, lekke in bakke met vulsel herstel en lekke in ewenaar en ratkas van enjin herstel deur vas te draai;

(j) wiele balanseer met enige masjien wat bedoel is om wiele los van die voertuig af te balanseer;

(k) met betrekking tot enige voertuig—

(i) die volgende nagaan en daaroor verslag doen:
Alle elektriese verbruikspunte;
voorste sitplekregstellers;
rigtingaanwysers;
uurwerke;
deur- en vensterhandvatsels;
deure, slotte en sleutels;
ruitveërs en -spuite:
Met dien verstande dat defekte wat deur 'n herstelwinkelassistent gerapporteer word, slegs deur 'n vakman, B/A-vakman of vakleerling reggestel mag word;

(ii) die volgende nagaan, en, regstel indien nodig, vervang:
Smoorklep, enjinkap, aansitter, handversneller en verwarmer, ventileerkabels en verkoelingstelselkabels;
alle slangverbindings om te kyk of daar nie water uitlek nie;
alle elektriese verbindings om te sien of dit stewig is;
uurwerke, rigtingaanwysers; deur- en vensterhandvatsels;
deure, deurrubbers, slotte en sleutels;
generator- en alternatorbande om te sien of dit die regte spanning het;
ruitveërs en -spuite;

(l) gate boor volgens patroonplate;

Met dien verstande dat die verrigting van enigeen van die werksaamhede in hierdie omskrywing vermeld, nie so uitgelê mag word dat dit die verrigting van vakmanswerk wat met sodanige werksaamhede in verband staan, toelaat nie.

(*Opmerking*.—Die getal herstelwinkelassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van hierdie Hoofstuk.);

(12) ,,bromponiewerker'' 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n vakman, motor- en motorfietswerktuigkundige, bromponies inmekaarsit en/of uitmekaarhaal, uitgesonderd die inmekaarsit of uitmekaarhaal van enjins, elektriese toebehore, transmissiesamestelle, teleskopiese vurke, hidrouliese skokbrekers en kontroles.

(*Opmerking*.—Die getal bromponiewerkers wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van hierdie Hoofstuk.);

(13) ,,diensverkoper'' 'n vakman wat hoofsaaklik of uitsluitlik implemente, masjinerie, uitrusting of toestelle olie, smeer, skoonmaak en regstel of herstel; en wat daarbenewens bestellings kan 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 herstelde goedere kan aflewer en geld kan invorder; en dit omvat ook persone wat ten tyde van die inwerkingtreding van hierdie Ooreenkoms as diensverkopers soos omskryf in die Ooreenkoms gepubliseer by Goewermentskennisgewing 323 van 24 Februarie 1956 (soos gewysig), in diens is maar wat nie aan die omskrywing van ,,vakman'' soos in hierdie Ooreenkoms vervat, voldoen nie;

(14) ,,speekwielsteller'' 'n werknemer wat uitsluitlik of hoofsaaklik die speekwiele van motorkarre en motorfietse in die haak bring;

(15) ,,toesighouer'' 'n werknemer wat deur die werkgewer aan die hoof van 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting waarin vulkaniseerwerk verrig word, geplaas word 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,

springs, leaf, front and rear;
striker plates;
sump nuts and bolts;
valances;
valve covers;
water hoses;
window frames;
window winders—manual;

(c) removes and/or, without the use of hand tools, repositions and hand tightens rear axle housing assemblies;

(d) applies protective coatings to engines, to components, or accessories mounted within the engine compartment, to floor mats, to seat surfaces, to luggage compartments or to sidekick plates;

(e) sets clocks to correct time;

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

(g) fits and adjusts fan belts where no measuring devices or instruments are necessary;

(h) fits loose seat covers when no alteration to them is necessary;

(i) in relation to any vehicle, repairs body leaks by fillings, and engine differential and gearbox leaks by tightening;

(j) balances wheels with any machine made to balance wheels off the vehicle;

(k) in relation to any vehicle—

(i) checks and reports on 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, adjusts and if necessary replaces—
choke, bonnet, starter, hand throttle and heater, vent, and cooling system cables;
hose connections for water leaks;
all electrical connections for tightness;
clocks;
direction indicators, door and window handles;
doors, door rubbers, locks and keys;
generator and alternator belts for correct tension;
windscreen wipers and washers;

(l) drilling holes to temples;

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;

(*Note*.—The number of repair shop assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of this Chapter.);

(12) "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;

(*Note*.—The number of scooter workers that may be employed in any one establishment is governed by the ratio provisions of clause 14 of this Chapter.);

(13) "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 323 of 24 February 1956 (as amended), but who do not comply with the definition of "journeyman" as defined in this Agreement;

(14) "spoke wheel truer" means an employee mainly or exclusively engaged on truing of spoke wheels of motor cars and motor cycles;

(15) "supervisor" means an employee who is placed by the employer in charge of any establishment or part of an establishment where vulcanising is carried on, for the purpose of allocating work to the employees in such establishment or part of an establishment and the superivison of such work during its passage through the establishment

en sodanige toesighouding het betrekking op alle werksaamhede wat met vulkaniseerwerk in verband staan;

(16) „vulkaniseerder se werkman" 'n werkwinkelwerknemer, uitgesonderd 'n vakman, toesighouer, algemene werker of vakleerling, wat vulkaniseerwerk verrig in 'n vulkaniseerinrigting en wat wiele kan balanseer met enige masjien wat bedoel is om wiele te balanseer wanneer hulle los van die voertuig af is.

Klousule 3—Lone

(1) Die minimum loon wat 'n werkgewer moet betaal aan elkeen van sy werknemers van die klasse in onderstaande Loonbylae uiteengesit, is dié wat vir die betrokke klas werknemers voorgeskryf word in die gebied van die Streek waarin sy bedryfsinrigting geleë is, en geen werknemer mag 'n loon aanneem wat laer is as dié wat vir sy klas in sodanige gebied voorgeskryf word nie.

(*Opmerking.*—In die geval van maandeliks besoldigde werknemers is die minimum loon vier en 'n derde maal die weekloon wat in hierdie Loonbylae vermeld word.)

Loonbylae

Klas werknemer	*Minimum lone Alle gebiede*	
	Per week R	*Per uur* R
B/A-vakman	90,16	1,96
Dieselpompkamerassistent—		
gedurende eerste ses maande ondervinding	46,00	1,00
daarna	48,76	1,06
Vakman	100,28	2,18
Motorfietswerktuigkundige se assistent—		
gedurende eerste ses maande ondervinding	44,62	0,97
daarna	46,00	1,00
Monteur van nuwe motorvoertuig	39,10	0,85
Verkoelerhersteller—		
gedurende eerste drie maande ondervinding	28,06	0,61
daarna	30,36	0,66
Bromponiewerker	28,06	0,61
Diensverkoper	100,28	2,18
Speekwielsteller—		
gedurende eerste drie maande ondervinding	28,06	0,61
daarna	28,98	0,63
Toesighouer	49,22	1,07
Vulkaniseerder se werkman, sonder wielbalansering—		
gedurende eerste 12 maande ondervinding	28,06	0,61
daarna	28,98	0,63
Vulkaniseerder se werkman, met wielbalansering—		
gedurende eerste 12 maande ondervinding	33,12	0,72
daarna	34,04	0,74

	Gebiede A		*Ander Gebiede*	
	Per week R	*Per uur* c	*Per week* R	*Per uur* c
Skoonmaakster	20,24	44	17,48	38
Drywers van bromponies, motorfietse of ander motorvoertuie met 'n bruto voertuigmassa van hoogstens 3 500 kg	28,98	63	28,52	62
Drywers van motorvoertuie met 'n bruto voertuigmassa van 3 500 kg of meer	34,50	75	32,66	71
Herstelwinkelassistent—				
gedurende eerste ses maande ondervinding	39,56	86	35,42	77
gedurende tweede ses maande ondervinding	44,62	97	40,02	87
daarna	46,00	100	41,86	91
Bakwinkelassistent—				
gedurende eerste ses maande ondervinding	39,56	86	35,42	77
gedurende tweede ses maande ondervinding	44,62	97	40,02	87
daarna	46,00	100	41,86	91
Batteryhersteller—				
gedurende eerste 12 maande ondervinding	37,26	81	34,50	75
daarna	42,32	92	39,56	86

or part of an establishment and relates to all operations incidental t vulcanising;

(16) "vulcaniser's operative" means a workshop employee, othe than a journeyman, supervisor general worker, or apprentice, engage in vulcanising work in a vulcanising establishment and who may balanc wheels with any machine made to balance wheels off the vehicle.

Clause 3—Wages

(1) The minimum wage which shall be paid by an employer to each o his employees of the classes specified in the following Wage Schedul shall be that specified for the class of employees concerned in the are of the Region in which his establishment is situated and no employe shall accept a wage lower than that specified for his class in such area.

(*Note.*—In the case of monthly paid employees, the minimum wag shall be four and one third times the amount of the weekly wage quote in this Wage Schedule.)

Wage Schedule

Class of employee	*Minimum wages All areas*	
	Per week R	*Per hour* R
B/A journeyman	90,16	1,96
Diesel pump room assistant—		
during first six months of experience	46,00	1,00
thereafter	48,76	1,06
Journeyman	100,28	2,18
Motor cycle mechanic's assistant—		
during first six months of experience	44,62	0,97
thereafter	46,00	1,00
New motor vehicle assembler	39,10	0,85
Radiator repairer—		
during first three months of experience	28,06	0,61
thereafter	30,36	0,66
Scooter worker	28,06	0,61
Service supply salesman	100,28	2,18
Spoke wheel truer—		
during first three months of experience	28,06	0,61
thereafter	28,98	0,63
Supervisor	49,22	1,07
Vulcaniser's operative, without wheel balancing—		
during first 12 months of experience	28,06	0,61
thereafter	28,98	0,63
Vulcaniser's operative, with wheel balancing—		
during first 12 months of experience	33,12	0,72
thereafter	34,04	0,74

	A Areas		*Other Areas*	
	Per week R	*Per hour* c	*Per week* R	*Per hour* c
Char	20,24	44	17,48	38
Drivers of scooters, motor cycles or other motor vehicles with a gross vehicle mass of less than 3 500 kg	28,98	63	28,52	62
Drivers of motor vehicles with a gross vehicle mass of 3 500 kg or more	34,50	75	32,66	71
Repair shop assistant—				
during first six months of experience	39,56	86	35,42	77
during second six months of experience	44,62	97	40,02	87
thereafter	46,00	100	41,86	91
Body shop assistant—				
during first six months of experience	39,56	86	35,42	77
during second six months of experience	44,62	97	40,02	87
thereafter	46,00	100	41,86	91
Battery repairer—				
during first 12 months of experience	37,26	81	34,50	75
thereafter	42,32	92	39,56	86

	Gebiede A		*Gebiede B*		*Gebiede C*	
	Per week R	*Per uur* c	*Per week* R	*Per uur* c	*Per week* R	*Per uur* c
Algemene werker—						
Graad I	28,98	63	24,38	53	22,08	48
Graad II	27,14	59	23,46	51	21,62	47

Wag.—Vir hierdie graad werknemer, kyk klousule 21 van Afdeling A.

(2) Vir die toepassing van hierdie klousule beteken ,,ondervinding" die totale tydperk of tydperke diens van 'n werknemer by òf sy huidige òf enige ander werkgewer in die bepaalde beroep waarin hy werksaam is.

KLOUSULE 4—WERKURE

(1) Behoudens subklousule (5) van hierdie klousule en ondanks andersluidende bepalings in hierdie subklousule, mag die gewone werkure van 'n werknemer hoogstens 46, uitgesonderd etenspouses, in 'n bepaalde week en agt, uitgesonderd etenspouses, op 'n bepaalde dag wees: Met dien verstande dat—

(i) in 'n bedryfsinrigting waar die gewone werkure op een dag in elke week hoogstens vyf is, daar van 'n werknemer vereis of hy toegelaat kan 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 vyf dae in 'n week werk nie, op enige werkdag vereis of hy toegelaat kan word om vir 'n addisionele tydperk van een en 'n kwart uur te werk.

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

(a) om 'n ononderbroke tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) om, as dit 'n vrou is—

(i) tussen 18h00 en 06h00 te werk nie;

(ii) na 13h00 op meer as vyf dae in 'n week te werk nie;

(c) om, as hy 'n vakman of 'n vakleerling is, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae of; in die geval van ander werknemers, op meer as vyf en 'n half per week te werk nie:

Met dien verstande dat 'n werkgewer met sy werknemers wat gewoonlik slegs vyf dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf *(a)* van hierdie subklousule bedoel, tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgewer die Sekretaris van die betrokke Streekraad in sy gebied skriftelik in kennis stel dat sodanige werknemers ingestem het dat die pouse ingekort word.

(3) 'n Werkgewer kan van verskillende werkwinkelwerknemers of algemene werkers vereis om hul skofte op verskillende tye te begin en te eindig, maar, behalwe in die geval van algemene werkers wat as petroljoggies werksaam is, mag die tydperk tussen die aanvangstyd van die vroegste skof en die aanvangstyd van die laaste skof hoogstens 45 minute wees.

(4) Alle werknemers, uitgesonderd diensverkopers, is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke werktydperk in die oggend en die namiddag, en sodanige pouse word vir doeleindes van die berekening van besoldiging geag deel van die gewone werkure te wees.

(5) Wanneer daar van 'n diensverkoper vereis word om te eniger tyd in die loop van sy diens werk op 'n ander plek as in die bedryfsinrigting van sy werkgewer te verrig, is subklousule (2) hiervan nie van toepassing nie en kan die ure voorgeskryf in subklousule (1) van hierdie klousule vir die doeleindes van sodanige werk met vier uur per dag verleng word, met 'n maksimum van 24 uur per week.

(6) Ondanks andersluidende bepalings in hierdie Ooreenkoms, is dit toelaatbaar om, wanneer 'n nagparkeerdiens in 'n parkeergarage gelewer word, algemene werkers tussen 18h00 op enige dag en 08h00 op die daaropvolgende dag vir die doel van nagparkeerdienste alleenlik in diens te neem vir 'n maksimum van sewe uur per nag op sewe agtereenvolgende nagte: Met dien verstande egter dat, nadat sodanige algemene werker 14 agtereenvolgende nagte gewerk het, hy op een 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 een sewende van sy weeklikse besoldiging, benewens sy gewone besoldiging, betaal word.

(7) Wanneer 'n algemene werker vir nagparkeerdienste in diens is, moet die werkgewer hom minstens een week se loon soos in klousule 3 van hierdie Hoofstuk 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 algemene werker minstens een en 'n half maal sy gewone besoldiging betaal word.

	A Areas		*B Areas*		*C Areas*	
	Per week R	*Per hour* c	*Per week* R	*Per hour* c	*Per week* R	*Per hour* c
General worker—						
Grade I	28,98	63	24,38	53	22,08	48
Grade II	27,14	59	23,46	51	21,62	47

Watchman.—For this grade of employee refer to clause 21 of Division A.

(2) "Experience," for the purposes of this clause, shall mean 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.

CLAUSE 4—HOURS OF WORK

(1) Subject to the provisions of subclause (5) of this clause and notwithstanding anything to the contrary contained in this subclause, the ordinary hours of work of any employee shall not exceed 46, excluding meal intervals in any one week and eight, excluding meal intervals, 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 one and a quarter hours.

(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 the 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 18h00 and 06h00;

(ii) after 13h00 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 five and a half days in any week:

Provided that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in paragraph *(a)* of this subclause shall be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer must inform the Secretary for the Regional Council in his area, in writing, that such employees have agreed to the reduced interval.

(3) An employer may require different workshop employees or general workers to begin and finish their shifts at different times, but except in the case of general workers employed as petrol attendants, 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 service supply salesmen shall be entitled to, and be granted a rest interval of 10 minutes at as near as practicable to 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 service supply salesman is at any time during the course of his employment required to work away from the establishment of his employer, the provisions of subclause (2) hereof shall not apply, and the hours stipulated in subclause (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 contained in this Agreement, it shall be permissible, whenever in any parking garage a night parking service is conducted, to employ general workers between the hours of 18h00 on any day and 08h00 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 general worker 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 general worker 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 3 of this Chapter 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 general worker shall be paid at a rate of not less than one and a half times his ordinary wage.

(8) Behoudens klousule 5 (10) van Afdeling A wat betrekking het op afwesigheid van diens en klousule 6 van hierdie Hoofstuk wat betrekking het op korttyd, moet die week van 'n algemene werker geag word 46 uur te wees wanneer sodanige algemene werker 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) 'n Werknemer wat deur die polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, moet vir die tydperk waarin hy onder arres 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 word sonder toestemming van sy werk afwesig te gewees het.

KLOUSULE 5—OORTYDWERK

(1) Waar daar van 'n werknemer vereis of hy toegelaat word om langer te werk as die dae of ure wat in klousule 4 van hierdie Hoofstuk voorgeskryf word, moet alle sodanige ekstra tyd gewerk, behoudens klousule 7 van hierdie Hoofstuk, geag word oortydwerk te wees en moet die lone in subklousule (4) van hierdie klousule voorgeskryf, daarvoor betaal word.

(2) Behoudens subklousule (3) van hierdie klousule—

(a) mag geen werknemer verplig of toegelaat word om langer as 10 uur per week oortydwerk te verrig nie;
(b) mag geen werkwinkeladministrasiepersoneel verplig of toegelaat word om langer as vyf uur per week en 20 uur per maand oortydwerk te verrig nie:

Met dien verstande dat geen vroulike werknemer toegelaat of verplig mag word om oortydwerk soos volg te verrig nie:

(i) Meer as twee uur op 'n bepaalde dag;
(ii) op meer as drie agtereenvolgende dae;
(iii) op meer as 60 dae per jaar;
(iv) ná voltooiing van haar gewone werkure, meer as een uur per dag, tensy sy—
(aa) voor 12h00 daarvan kennis gegee is; of
(ab) van 'n toereikende maaltyd voorsien is voordat sy met oortyd moet begin; of
(ac) 'n minimum toelae van 90c betyds betaal is om haar in staat te stel om 'n ete te nuttig voordat die oortydwerk moet begin.

(3) Ondanks andersluidende bepalings in hierdie klousule en behoudens die voorbehoud in subklousule (2) van hierdie klousule, mag geen werkwinkeladministrasiepersoneel verplig of toegelaat word om—

(a) oortydwerk in verband met voorraadopname vir meer as 15 uur per jaar of oor 'n tydperk van meer as 12 agtereenvolgende dae te verrig nie;
(b) oortydwerk vir ander doeleindes as voorraadopname, soos volg te verrig nie:
(i) Vir meer as drie uur op 'n bepaalde dag;
(ii) vir meer as 30 uur in 'n bepaalde jaar;
(iii) op enige Saterdag of openbare vakansiedag.

(4) Die minimum besoldiging vir elke 15 minute oortydwerk of deel daarvan deur 'n werknemer gewerk, is—

(a) in die geval van 'n vakman, drie agtstes van sy uurloon;
(b) in die geval van ander werknemers as vakmanne—
(i) drie agtstes van sy uurloon vir oortydwerk tussen 06h00 en 24h00 verrig;
(ii) die helfte van sy uurloon vir oortydwerk tussen 24h00 en 06h00 verrig:

Met dien verstande dat skoonmaaksters, algemene werkers graad I en graad II en drywers nie kwalifiseer vir oortydwerk ten opsigte van 'n week waarin hulle minder as 46 uur gewerk het nie. Hierdie syfer is onderworpe aan 'n *pro rata*-vermindering indien van die volgende gedurende 'n bepaalde week voorkom:

(i) Statutêre openbare vakansiedae;
(ii) afwesigheid met die toestemming of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is;
(iii) die begin van 'n nuwe dienskontrak.

KLOUSULE 6—KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n werkgewer sy

(8) Subject to the provisions of clause 5 (10) of Division A relating t absences from employment and clause 6 of this Chapter relating t short-time, whenever any general worker works for less than 46 hour in any week owing 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 absenting himself without the employer's permission;

such general worker's week shall be deemed to be 46 hours.

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

CLAUSE 5—OVERTIME

(1) Where any employee is required or permitted to work in excess o the days or hours prescribed in clause 4 of this Chapter, any such exces time worked shall, subject to the provisions of clause 7 of this Chapter be regarded as overtime and be paid for at the rates specified i subclause (4) of this clause.

(2) Subject to the provisions of subclause (3) of this clause—

(a) no employee shall be required or permitted to work overtime fo more than 10 hours in any one week;
(b) no workshop administrative staff shall be required or permitte to work overtime for more than five hours in any one week an 20 hours in any one month:

Provided that no female employee shall be required or permitted t work overtime—

(i) for more than two hours on any day;
(ii) on more than three consecutive days;
(iii) on more than 60 days in any year;
(iv) after the completion of her ordinary working hours, for mor than one hour on any day unless she has—
(aa) been given notice thereof before 12h00; or
(ab) been provided with an adequate meal before she has t commence overtime; or
(ac) been paid a minimum allowance of 90 cents in sufficien time to enable her to obtain a meal before the overtime i due to commence.

(3) Notwithstanding anything to the contrary contained in this clause and subject to the proviso set out in subclause (2) of this clause, nc workshop administrative staff shall be required or permitted to work—

(a) overtime on stock-taking for more than 15 hours in any yea or spread over a period of more than 12 consecutive days;
(b) overtime for purposes other than stock-taking—
(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 payment for each 15 minutes or part thereof o overtime worked by an employee shall be—

(a) in the case of a journeyman: Three eighths of his hourly wage;
(b) in the case of employees other than journeymen—
(i) three eighths of his hourly wage for overtime worke between 06h00 and 24h00;
(ii) a half of his hourly wage for overtime worked betwee 24h00 and 06h00:

Provided that chars, general workers, Grade I and II, and drivers shall not qualify for overtime in respect of any week during which they have worked less than 46 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) A statutory public holiday;
(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision he may appeal thereagainst to the National Council whose decision shall be final;
(iii) the beginning of a new contract of employment.

CLAUSE 6—SHORT-TIME

(1) Subject to the provisions of subclause (3) of this clause and notwithstanding anything to the contrary in this Agreement, an

werknemers korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapte 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 werkgewer hom voor of op 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 werkgewer 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 vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgewer nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) van hierdie klousule bepaal.

(3) 'n Werknemer mag nie op 'n korttydgrondslag geplaas word nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag of Gesinsdag.

(4) 'n Werknemer mag nie op Setlaarsdag op 'n korttydgrondslag geplaas word nie, tensy—

(a) die meerderheid van die werknemers in die bedryfsinrigting korttyd wil werk; of

(b) korttyd op die dag voor of na sodanige openbare vakansiedag gewerk word; of

(c) sodanige statutêre openbare vakansiedag op 'n dag van die week val waarop die werknemers van 'n bedryfsinrigting ook op 'n korttydgrondslag geplaas is in die week onmiddellik voor dié waarin die statutêre openbare vakansiedag val.

(5) 'n Vakleerling mag nie op 'n korttydgrondslag geplaas word nie, behalwe met die goedkeuring van die Registrateur van Vakleerlinge.

Klousule 7—Sondagwerk

Die reg om op Sondae te werk

(1) Geen vakman mag verplig of toegelaat word om op 'n Sondag te werk nie, behalwe om noodwerk te verrig.

Besoldiging vir Sondagwerk

(2) Behoudens subklousules (3) en (4) van hierdie klousule betreffende onderskeidelik vakmanne en algemene werkers, moet die werkgewer van 'n werknemer wat op 'n Sondag werk, òf—

(a) die werknemer—

(i) as hy aldus hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; òf

(ii) as hy aldus meer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

(3) Wanneer 'n vakman op 'n Sondag werk, moet sy werkgewer hom minstens dubbel sy gewone uurloon betaal vir elke uur of gedeelte van 'n uur aldus gewerk.

(4) Waar 'n algemene werker graad I of graad II wat in 'n parkeergarage of vul- en/of diensstasie in diens is, hoofsaaklik of uitsluitlik een van die pligte verrig wat in paragraaf *(a)* van die omskrywing van sodanige algemene werker vermeld word, sy gewone skof op 'n Sondag werk, moet sy werkgewer hom minstens een en 'n derde maal sy gewone uurloon betaal vir elke uur of 'n gedeelte daarvan en dubbel sy gewone uurloon vir elke uur of gedeelte daarvan daarna, maar sodanige algemene werker is nie op 'n dag se verlof ten opsigte van sodanige Sondagskof geregtig nie. As 'n algemene werker 'n addisionele skof op 'n Sondag werk nadat hy sy gewone week gedurende die voorafgaande ses weekdae voltooi het, moet hy vir sodanige Sondagwerk in ooreenstemming met subklousules (2) *(a)* (ii) of (2) *(b)* van hierdie klousule besoldig word.

Klousule 8—Gereedheidsdiens- en Roep-Toelaes

(1) *Gereedheidsdienstoelae.*—

(a) 'n Werkgewer kan van 'n vakman vereis om „gereed" te wees op enige Saterdag en/of Sondag mits sodanige vakman minstens een week skriftelik kennis daarvan gegee word.

employer may employ his employees on short-time: Provided that where such short-time is owing 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 subclause (1) of this clause.

(3) An employee may not be placed on short-time on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day or Boxing Day.

(4) An employee may not be placed on short-time on Settlers' Day unless—

(a) the majority of the employees of the establishment wish to work short-time; or

(b) short-time is worked on the day preceding and the day succeeding such public holiday; or

(c) such statutory public holiday falls on a day of the week on which the employees of an establishment were also placed on short-time in the week immediately preceding that in which the statutory public holiday falls.

(5) An apprentice may not be placed on short-time except with the approval of the Registrar of Apprenticeship.

Clause 7—Sunday Work

The right to work on Sundays

(1) No journeyman shall be required or permitted to work on a Sunday except to perform emergency work.

Pay for Sunday work

(2) Subject to the provisions of subclauses (3) and (4) of this clause relating to journeymen and general workers, respectively, the employer of an employee who works on a Sunday shall either—

(a) pay 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 of 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 of 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.

(3) Whenever any journeyman works on a Sunday his employer shall pay him at a rate of not less than double his normal hourly rate for every hour or part of an hour so worked.

(4) When any general worker, Grade I or Grade II, who is employed in a parking garage or in a filling and/or service station mainly or exclusively on any of the duties specified in paragraph *(a)* of the definition of such general worker works his normal shift on any Sunday, his employer shall pay him not less than one and one third 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 thereafter, but such general worker shall not be entitled to a day's holiday in respect of such Sunday shift. If any general worker works an additional shift on any Sunday, after having completed his normal week during the preceding six week-days, he shall be paid for such Sunday work in accordance with subclauses (2) *(a)* (ii) or (2) *(b)* of this clause.

Clause 8—Stand-By and Call-Out Allowances

(1) *Stand-by Allowance.*—

(a) An employer may require a journeyman to "stand by" on any Saturday and/or Sunday: Provided that such journeyman shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Waar daar van 'n werknemer vereis word om ingevolge hierdie klousule ,,gereed" te wees, moet hy 'n ,,gereedheidstoelae" van minstens R4 ontvang vir elke dag waarop hy ,,gereed" moet wees, afgesien daarvan of daar van hom vereis word om te werk of nie terwyl hy ,,gereed" is: Met dien verstande dat as hy verplig word om te werk terwyl hy ,,gereed" is die ,,gereedheidstoelae" nie afgetrek mag word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

(c) 'n Werknemer wat ,,gereed" moet wees, moet homself vir diens aanmeld binne een uur nadat hy geroep is en as hy versuim om homself aan te meld, verbeur hy die ,,gereedheidstoelae".

(2) *Roep-toelaes.*—

(a) 'n Werkgewer kan 'n werknemer vóór sy gewone aanvangstyd of ná sy gewone uitskeityd roep op enige dag van die week, mits daar 'n roep-toelae van R4 betaal word in elke geval waar so 'n werknemer aldus geroep word.

(b) 'n Werknemer wat aldus geroep word, moet homself vir diens aanmeld binne een uur nadat hy geroep is.

(c) As 'n werknemer geroep word, mag die roep-toelae nie afgetrek word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

KLOUSULE 9—OPENBARE VAKANSIEDAE

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

Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag.

(*Opmerking.*—2 Januarie is nie 'n statutêre openbare vakansiedag nie, behalwe waar Nuwejaarsdag op 'n Sondag val.)

(b) Ondanks paragraaf *(a)* van hierdie subklousule, verbeur 'n werknemer wat op die werkdag of gedeelte van die werkdag onmiddellik vóór of ná 'n statutêre openbare vakansiedag met besoldiging van die werkplek afwesig is, sy reg om vir sodanige openbare vakansiedag betaal te word, tensy sy afwesigheid deur die werkgewer toegelaat of gekondoneer word.

(c) 'n Werknemer wat reken hy word veronreg deur die toepassing op hom van paragraaf *(b)* van hierdie subklousule kan by 'n Streekraad appèl aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak word en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in daardie geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se besluit tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is.

(d) Waar 'n statutêre openbare vakansiedag op 'n Sondag val, moet die volgende Maandag vir die toepassing van hierdie klousule geag word daardie besondere vakansiedag te wees, en waar Kersdag op 'n Sondag val, moet die volgende Dinsdag geag word Gesinsdag te wees.

(e) Indien 'n statutêre openbare vakansiedag op 'n Saterdag val, word so 'n Saterdag nie 'n vakansiedag met besoldiging vir 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie.

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

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

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

(3) Wanneer een van die statutêre openbare vakansiedae in subklousule (1) vermeld, op 'n ander dag as 'n werkdag val, uitgesonderd 'n Sondag, moet 'n werknemer, wat op sodanige statutêre openbare vakansiedag werk, besoldig word teen die loon wat in klousule 5 (4) van hierdie Hoofstuk voorgeskryf word.

(4) As 'n werkgewer sy bedryfsinrigting op 'n statutêre openbare vakansiedag, uitgesonderd dié genoem in subklousule (1) *(a)*, wil sluit, moet hy—

(a) aan vakleerlinge die besoldiging betaal wat hulle sou ontvang het as hulle op sodanige dag gewerk het;

(b) as hy nie later as drie uur vóór die gewone uitskeityd 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 statutêre openbare vakansiedag;

(ii) aan alle ander werknemers nie elders in hierdie subklousule bedoel nie, minstens een vyftiende van 'n week se loon;

(b) Whenever an employee is required to "stand by" in terms of this clause, he shall be paid, irrespective of whether or not he is required to work whilst on "stand-by", a "stand-by" allowance of not less than R4 in respect of each day on which he is required to "stand by": Provided that whenever he is required to work whilst on "stand-by", the "stand-by" allowance shall not be set off against remuneration payable in terms of this Agreement 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.

(2) *Call-out Allowance.*—

(a) An employer may call out an employee to work prior to his normal starting or after his normal finishing time on any day of the week provided a call-out allowance of R4 shall be paid in each case such employee is so called out.

(b) An employee who is so called out shall present himself for duty within one hour of being called out.

(c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

CLAUSE 9—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, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmans Day and Boxing Day.

(*Note.*—January 2 is not a statutory public holiday except when New Year's Day falls on a Sunday.)

(b) Notwithstanding the provisions of paragraph *(a)* of this subclause, an employee who absents himself from his place of employment on the whole or part of the work-day immediately preceding or following a paid statutory public holiday shall forfeit his right to be paid for such holiday unless his absence is with the permission or condonation of the employer.

(c) Any employee who is aggrieved by the application to him of the provisions of paragraph *(b)* of this subclause may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision, he may appeal thereagainst to the National Council whose decision shall be final.

(d) 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 deemd to be Boxing Day.

(e) Where any statutory public holiday falls on a Saturday such Saturday does not become a paid holiday for an employee who does not normally work on a Saturday.

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

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

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

(3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 5 (4) of this Chapter.

(4) If an employer wishes to close his establishment on any statutory public holiday other than those referred to in subclause (1) *(a)* he shall—

(a) pay apprentices the remuneration they would have received if they had worked on such day;

(b) if he had displayed not later than three 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 subclause 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 subclause, not less than one fifteenth of a week's wages;

(c) as hy sy bedryfsinrigting sluit sonder om 'n kennisgewing ooreenkomstig 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 Werkgewer wat van 'n vakman vereis om te werk op 'n statutêre openbare vakansiedag waarop sy bedryfsinrigting ooreenkomstig subklousule (4) *(b)* hiervan gesluit is, moet aan sodanige vakman R4 betaal plus die besoldiging wat hy ooreenkomstig klousules 3 en 5 van hierdie Hoofstuk sou betaal het vir werk op 'n gewone werkdag.

(6) 'n Algemene werker wat deur sy werkgewer minstens drie dae kennis gegee is dat van hom vereis sal word om hom by sy werkplek aan te meld om enigeen van die werksaamhede wat uiteengesit word in paragraaf *(a)* van die omskrywing van ,,algemene werker graad I" of ,,algemene werker graad II" te verrig op enigeen van die statutêre openbare vakansiedae in subklousule (1) *(a)* van hierdie klousule genoem, maar wat nietemin versuim om hom op sodanige openbare vakansiedag aan te meld, verbeur daardeur sy reg op enige vakansiebesoldiging waarop hy andersins kragtens hierdie klousule geregtig sou gewees het.

Klousule 10—Jaarlikse Verlof en Besoldiging vir Opgelope Verlof

(1) Vir die toepassing van hierdie klousule—

(a) beteken ,,verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die uitdrukkings ,,diens" en ,,skof" geag die volgende in te sluit:

(i) Skofte wat korter duur as dié wat ingevolge hierdie Hoofstuk toegelaat word, omdat—

(aa) die werknemer laat by sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

(ac) sodanige korter skofte met die toestemming van die werkgewer gewerk is;

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;

(ab) militêre diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), tot 'n maksimum tydperk van vier maande per jaar moes ondergaan;

(ac) op las of op versoek van sy werkgewer van die werk afwesig was;

(ad) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van die werk afwesig was op enigeen van die openbare vakansiedae in klousule 9 van hierdie Hoofstuk vermeld:

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 subparagraaf (ii) *(aa)* hierbo van hierdie omskrywing kan instel nie;

(c) beteken ,,besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en word sodanige bonus geag die gemiddelde bedrag te wees wat sodanige werknemer ontvang of wat aan hom toegeval het vir 'n tydperk van 13 weke onmiddellik vóór die datum waarop die werknemer met jaarlikse verlof gaan of sy diens beëindig, of, as hy minder as 13 weke gewerk het, die gemiddelde bedrag wat deur 'n werknemer ontvang is of wat aan hom toegeval het vir die getal voltooide weke wat hy werklik gewerk het.

(*Opmerking.*—'n ,,Bonus wat gereeld aan die werknemer betaal word" sluit, ingevolge hierdie omskrywing, nie kommissie in nie.)

(2) Drie agtereenvolgende weke verlof met volle besoldiging moet toegestaan word aan alle werknemers, met inbegrip van vakleerlinge en kwekelinge wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne, 1951, ondergaan en wat die tydperk van aaneenlopende diens, uiteengesit in die Bylae van hierdie subklousule, voltooi het by dieselfde werkgewer sedert die datum van indiensneming of die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum.

Bylae

(a) Weekliks besoldigde werknemers, uitgesonderd algemene werkers wat by parkeergarages uitsluitlik die pligte in verband met nagparkeerdiens verrig—

(i) en gewoonlik vyf en 'n half dae per week werk: 313 skofte, uitgesonderd oortyd;

(c) if he closes his establishment without displaying the notice in terms of paragraph *(b)* of this subclause, 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 subclause (4) *(b)* hereof, shall pay such journeyman R4 plus the remuneration he would pay in terms of clauses 3 and 5 of this Chapter for work on a normal working day.

(6) A general worker who has been given not less than three days' notice by his employer that he will be required to attend his place of employment to perform any of the duties in paragraph *(a)* of the definitions of "general worker, Grade I," or "general worker, Grade II," on any of the statutory public holidays enumerated in subclause (1) *(a)* of this clause but who nevertheless fails to report for duty on such public holiday, shall thereby forfeit his right to any holiday pay to which he would otherwise be entitled in terms of this clause.

Clause 10—Annual Leave and Accrued Leave Pay

(1) For the purposes of this clause—

(a) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(b) the terms "employment" and "shift" shall be deemed to include—

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

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

(ab) short-time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

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

(aa) absent on paid leave in terms of this Agreement;

(ab) undergoing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(ac) absent from work on the instructions or at the request of his employer;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 9 of this Chapter:

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion, shall have no claim in respect of subparagraph (ii) *(aa)* above of this definition;

(c) "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, or if a period of less than 13 weeks has been worked the average amount received by or accrued to an employee in respect of the number of completed weeks actually worked.

(*Note.*—A "bonus regularly paid to the employee" in terms of this definition does not include commission.)

(2) Three consecutive weeks' leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Training of Artisans Act, 1951, who have completed the period of continuous employment set out in the Schedule to this subclause 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.

Schedule

(a) Weekly paid employees, other than general workers employed at a parking garage exclusively on the duties connected with night parking services—

(i) normally working a five-and-a-half-day week: 313 shifts, excluding overtime;

(ii) en gewoonlik vyf dae per week werk: 261 skofte, uitgesonderd oortyd.

(b) Maandeliks besoldigde werknemers en algemene werkers wat by parkeergarages uitsluitlik die pligte in verband met nagparkeerdienste verrig: 12 maande.

(3) Jaarlikse verlof word verskuldig sodra 'n werknemer die kwalifiserende tydperk in subklousule (2) van hierdie klousule vermeld, voltooi het, maar dit kan geneem word voordat of nadat dit verskuldig word indien—

(a) die omstandighede van die werkgewer se besigheid dit vereis; of

(b) die werkgewer en werknemer aldus ooreenkom:

Met dien verstande drie jaarlikse verlof in geen omstandighede meer as twee maande voor die datum waarop dit verskuldig is geneem mag word nie, en ook nie langer as vier maande na die datum waarop dit verskuldig is, uitgestel mag word nie, tensy die betrokke werknemer en werkgewer voor die verstryking van sodanige tydperk van vier maande skriftelik daaroor ooreengekom het en in daardie geval mag dit nie langer as ses maande na die datum waarop dit verskuldig is, uitgestel word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan: Met dien verstande dat dit nie minder mag wees as die skaal van besoldiging in hierdie hoofstuk vir die betrokke kategorie werknemer voorgeskryf nie; en dit moet deur die werkgewer aan die werknemer betaal word op die laaste werkdag voor die aanvang van sy verlof.

(5) As enigeen van die openbare vakansiedag met besoldiging wat in klousule 9 van hierdie Hoofstuk vermeld word, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet een werkdag met volle besoldiging by genoemde verlof vir sodanige openbare vakansiedag gevoeg word.

(6) *(a)* Jaarlikse verlof mag nie saamval met 'n werknemer se diensopseggingstermyn nie en ook nie, tensy die werknemer dit skriftelik versoek, met 'n tydperk waarin hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.

(b) Enige tydperk waarin 'n werknemer met siekteverlof is, word nie geag deel van sodanige werknemer se jaarlikse verlof uit te maak nie.

(7) Geen werknemer mag sy gewone beroep gedurende sy verlof beoefen nie en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrae wat aan 'n werkgewer verskuldig is, van verlofbesoldiging afgetrek word nie.

(9) By diensbeëindiging van 'n werknemer wat kragtens subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het, maar wat nie sy verlof op die datum van sodanige beëindiging toegestaan is of dit geneem het nie, moet sy werkgewer hom verlofbesoldiging, bereken ooreenkomstig subklousule (10) van hierdie klousule, betaal.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide ,,week'' diens vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie klousule beteken ,,week'' die getal skofte wat die werknemer gewoonlik in 'n week werk.

(*Opmerking*.—Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir 6 maande diens is die verlofbesoldiging ½ × 3 weke se besoldiging.

Vir 13 weke diens is die verlofbesoldiging ¼ × 3 weke se besoldiging.

Vir 5 weke diens is die verlofbesoldiging $\frac{5}{52}$ × 3 weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

6 maande, dus ½ × $\frac{9}{13}$ × 1 maand se besoldiging;

13 weke, dus ¼ × $\frac{9}{13}$ × 1 maand se besoldiging;

5 weke, dus $\frac{5}{52}$ × $\frac{9}{13}$ × 1 maand se besoldiging.)

(11) *(a)* In die geval van alle werknemers, uitgesonderd vakmanne of B/A-vakmanne, moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne of B/A-vakmanne moet besoldiging vir opgelope verlof nie aan die werknemer oorhandig of deur

(ii) normally working a five-day working week: 261 shifts excluding overtime.

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

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

(a) the exigencies of the employers' 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 expiration of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.

(4) 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. Provided that this shall not be less than the rate prescribed in this Chapter for the category of employee concerned; and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 9 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.

(6) *(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 service in terms of the Defence Act, 1957.

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

(7) 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.

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

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause, 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 subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(*Note*.—Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus:

For 6 months' employment, leave pay is ½ × 3 weeks' pay.

For 13 weeks' employment, leave pay is ¼ × 3 weeks' pay.

For 5 weeks' employment, leave pay is $\frac{5}{52}$ × 3 weeks' pay.

To arrive at three weeks' pay for a monthly paid employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly paid employee the leave pay accrued in—

6 months is ½ × $\frac{9}{13}$ × 1 month's pay.

13 weeks is ¼ × $\frac{9}{13}$ × 1 month's pay.

5 weeks is $\frac{5}{52}$ × $\frac{9}{13}$ × 1 month's pay.)

(11) *(a)* In the case of all employees other than journeymen or B/A journeymen the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

(b) In the case of journeymen or B/A journeymen accrued leave pay shall not be handed to or taken by the employee, but shall

hom geneem word nie maar onmiddellik by diensbeëindiging deur die werkgewer aan die Sekretaris van die Streekraad met regsbevoegdheid gestuur word.

(c) Wanneer 'n werkgewer betaling ingevolge paragraaf *(b)* van hierdie subklousule doen, moet hy 'n verlofbetaalbewys in die vorm van Aanhangsel C van hierdie Ooreenkoms voorgeskryf, in viervoud invul, een kopie hou, een kopie aan die Sekretaris van die betrokke Streekraad stuur en die oorblywende twee kopieë aan die betrokke vakman of B/A-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 of B/A-vakman wat uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, in diens van 'n ander werkgewer in die Motornywerheid tree, is die volgende bepalings van toepassing:

(i) Die vakman of B/A-vakman moet aan die nuwe werkgewer kopieë voorlê van verlofbetaalbewyse wat vorige werkgewers in die Motornywerheid aan hom uitgereik het en wat hy ingevolge paragraaf *(c)* van hierdie subklousule bewaar het;

(ii) die vakman of B/A-vakman se verlof kom hom toe wanneer hy 'n getal skofte of 'n tydperk gelyk aan dié in die Bylae van subklousule (2) van hierdie klousule voorgeskryf, by die nuwe werkgewer gewerk het, min die totale getal skofte of tydperke gemeld op die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgewer oorhandig het;

(iii) twee weke voordat die vakman of B/A-vakman verlof met besoldiging by die nuwe werkgewer neem, moet die kopie van die verlofbetaalbewys wat die vakman of B/A-vakman aan sy nuwe werkgewer 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 werkgewer moet aan die vakman of B/A-vakman wanneer hy sy verlof met besoldiging neem die verlofbesoldiging betaal wat ingevolge subklousule (10) van hierdie klousule vir hom opgeloop het;

(v) die werkgewer moet aan 'n vakman of B/A-vakman wat sy diens verlaat nadat sy verlof hom toegekom het maar voordat dit toegestaan is, die verlofbesoldiging betaal wat aan hom verskuldig was toe sy verlof hom toegekom het, en die vakman of B/A-vakman moet self die bedrag van enige verlofbetaal-bewys in sy besit van die betrokke Streekraad eis deur dit te onderteken en aan die Sekretaris van die Streekraad voor te lê.

(12) Besoldiging vir opgelope verlof 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 verlofgeld verskuldig aan 'n werknemer wat in die loop van sy diens sterf, word onmiddellik aan sy boedel betaalbaar.

(13) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang is, moet gestort word in 'n spesiale rekening waarop Streekrade werk.

(14) Behoudens andersluidende bepalings in hierdie klousule, moet besoldiging vir opgelope verlof wat namens 'n vakman of B/A-vakman gehou word—

(a) indien hy die Nywerheid verlaat, aan hom betaal word na verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin oploop het;

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

of dit kan, na goedvinde van die betrokke Streekraad, eerder betaal word.

Klousule 11—Addisionele Vakansiebesoldiging

(1) Elke werkgewer moet ten opsigte van elke vakman en B/A-vakman wat by hom in diens is, addisionele vakansie-besoldiging van R4 vir elke week diens betaal: Met dien verstande dat—

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

(aa) weens siekte of 'n ongeluk wat nie meer as altesaam 30 dae in 'n jaar beloop nie;

(ab) as gevolg van korttyd; of

(ac) weens militêre diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957) van hoogstens vier maande per jaar;

(ii) waar 'n vakman of B/A-vakman in enige verlofsiklus weens siekte of 'n ongeluk 30 dae lank van sy werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met 80c kan verminder vir elke verdere dag van afwesigheid weens siekte of 'n ongeluk.

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 subclause 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 or B/A 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 subclause.

(d) Where a journeyman or B/A journeyman who has been discharged 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 or B/A 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 subclause;

(ii) the leave of the journeyman or B/A journeyman 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 subclause (2) of this clause, less the aggregate of the shifts or periods shown on the copies of the leave pay vouchers handed by him to the new employer;

(iii) two weeks before the journeyman or B/A journeyman is due to take paid leave from the new employer the copy of the leave pay voucher handed by the journeyman or B/A 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 or B/A journeyman when he takes his paid leave the amount of leave pay accrued to him in terms of subclause (10) of this clause;

(v) a journeyman or B/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 sy signing these and submitting them to the Secretary of the Regional Council.

(12) 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.

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

(14) Except as otherwise provided in this clause, accrued leave pay held on behalf of a journeyman or B/A journeyman shall be paid to him—

(a) if he leaves the Industry, on the expiration of 52 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.

Clause 11—Additional Holiday Pay

(1) Every employer shall in respect of every journeyman and B/A journeyman employed by him pay additional holiday pay of R4 for each week of employment: Provided that—

(i) 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—

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

(ab) because of short-time; or

(ac) while on military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(ii) 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 80c in respect of each further day of absence through illness or accident.

(2) Die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet, behoudens subklousule (3) van hierdie klousule, deur die werkgewer maandeliks, voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop sodanige bedrae betrekking het, saam met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat ten opsigte van elke sodanige werknemer aangestuur word, gestuur word aan die Sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is.

(*Opmerking.*—Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede wat ingevolge hierdie subklousule vereis word, kan op aanvraag van die Sekretaris van die betrokke Streekraad verkry word.)

(3) *(a)* In gevalle waar 'n vakman of B/A-vakman van sy werk afwesig was om die redes genoem in *(aa)* en *(ab)* van voorbehoudsbepaling (i) van subklousule (1) van hierdie klousule, moet die werkgewer die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, voor of op elke betaaldag wat binne die tydperk van sy afwesigheid val, regstreeks aan die bevoordeelde betaal.

(b) In gevalle waar 'n vakman of B/A-vakman van sy werk afwesig was om die rede genoem in *(ac)* van voorbehoudsbepaling (i) van subklousule (1) van hierdie klousule, moet die werkgewer die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, regstreeks aan die bevoordeelde betaal wanneer hy vir sy jaarlikse verlof kwalifiseer of dit neem.

(4) Behoudens klousule 26 van Afdeling A van hierdie Ooreenkoms, moet die addisionele vakansiebesoldiging wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, aan 'n vakman en B/A-vakman betaal word wanneer hulle met jaarlikse verlof gaan, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin, by die betrokke Streekraad gedoen word.

(5) Behoudens klousule 14 (4) van Afdeling A mag geen bedrae wat aan die werkgewer verskuldig is, van die addisionele vakansiebesoldiging by wyse van skuldvergelyking afgetrek word nie.

(6) Klousule 10 (12), (13) en (14) van hierdie Hoofstuk is *mutatis mutandis* op addisionele vakansiebesoldiging van toepassing.

(7) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na volstrekte goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

Klousule 12—Verskaffing van Oorpakke

(1) Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, algemene werkers of drywers, drie eerstegraadse oorpakke aan die begin van elke jaarkring diens gratis verskaf.

(2) *Was en stryk van kledingstukke.*—Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Vir die toepassing van hierdie klousule beteken „jaarkring diens" 'n tydperk van 12 maande ononderbroke diens by dieselfde werkgewer, wat bereken moet word vanaf die datum van indienstreding by sodanige werkgewer.

(4) *Eiendomsreg op kledingstukke.*—Kledingstukke wat ingevolge hierdie klousule gratis aan 'n werknemer uitgereik is, bly die eiendom van die werkgewer.

(5) *Byhou van register.*—

(a) Elke werkgewer wat kledingstukke aan werknemers ooreenkomstig hierdie klousule verskaf, moet 'n register byhou wat te alle tye ter insae 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 vorige paragraaf, is bewys van die ontvangs van sodanige kledingstukke deur die werknemer.

(6) *Beskermende klere.*—Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf in ooreenstemming met regulasies B6 en C20 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

Klousule 13—Verskaffing van Gereedskap

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

Elektriese en/of druklugboormasjiene;

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the Secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(*Note.*—Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the Secretary of the Regional Council in the Region concerned.)

(3) *(a)* In cases where a journeyman or B/A journeyman has been absent from work for the reasons specified under *(aa)* and *(ab)* of proviso (i) of subclause (1) of this clause, the additional holiday pay in terms of subclause (1) of this clause 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 *(ac)* of proviso (i) of subclause (1) of this clause, the additional holiday pay payable in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary when he qualifies for or takes his annual leave.

(4) Subject to the provisions of clause 26 of Division A of this Agreement, the additional holiday pay payable in terms of subclause (1) of this clause 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 clause 14 (4) of Division A, 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 clause 10 (12), (13) and (14) of this Chapter shall apply *mutatis mutandis* in respect of additional holiday pay.

(7) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

Clause 12—Supply of Overalls

(1) Every employer shall supply, free of charge, to each of his employees, other than chars, watchmen, general workers or drivers, three first-grade overalls at the beginning of each yearly cycle of employment.

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

(3) For the purposes of this 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.*—The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

(5) *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.

(6) *Protective Clothing.*—Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with regulations B6 and C20 of the Factories, Machinery and Building Work Act, 1941.

Clause 13—Supply of Tools

(1) 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;

banke en bankskroewe;
domkragte en bokke;
skuurwiele;
katrolstelle of hyskrane;
ghriesspuite of ander ghriesapparaat;
verlengligte met 'n maksimum van een gloeilamp per maand;
poets- of sweetlappe;
middels vir die skoonmaak van olierige onderdele;
ystersaaglemme;
vyle van 203 mm en langer;
een werktuigkundige se wieg vir elke vakmanmotorwerktuigkundige wat in die werkgewer se werkwinkel werksaam is;
stoffeernaaimasjiene;
tapbouttrekkers;
bore van meer as 9,525 mm;
ruimers van alle groottes;
skroefsnygereedskap;
stokke en snymoere en snytappe;
blaaslampe;
alle spesiale moersleutels;
hamers van 1 361 g, en swaarder;
Stillson-moersleutels van meer as 305 mm;
wringysters;
groot soldeerboute;
klinknaelstelle;
klepbeddingfrese;
klepslypmengsel;
mikrometers;
hidrometers en elektriese toets- en defekopsporingsapparaat;
grofsmidsgereedskap;
en ander stukke gereedskap wat gewoonlik deur werkgewers verskaf word.

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

(3) 'n Werkgewer kan van elk van sy vakmanne vereis om sy eie gereedskap te verskaf vir gebruik by sy werk.

(4) 'n Werkgewer moet elke herstelwinkelassistent en bakwinkelassistent in sy diens en alle werknemers, uitgesonderd vakmanne, voorsien van die gereedskap wat hulle nodig het om hul pligte doeltreffend te verrig, en sodanige gereedskap bly die eiendom van die werkgewer.

(5) Waar 'n vakman sy eie gereedskap ingevolge subklousule (3) verskaf, moet sy werkgewer hom, benewens sy gewone besoldiging, 'n gereedskapstoelae soos volg betaal:

(a) 25c per week in die geval van spuitverwers; en

(b) R1,00 per week in die geval van alle ander vakmanne:

Met dien verstande dat die gereedskap wat die vakman verskaf in ooreenstemming is met 'n lys wat deur die Raad goedgekeur is.

(6) 'n Vakleerling wat sy eie gereedskap gebruik terwyl hy in diens is, moet, benewens sy gewone besoldiging, R1,00 per week betaal word, behalwe in die geval van 'n vakleerlingspuitverwer wat, benewens sy gewone besoldiging, 25c per week betaal moet word.

(7) Elke werkgewer moet die gereedskap wat elk van sy vakmanne en vakleerlinge self verskaf, tot 'n maksimum van R250 per werknemer verseker teen verlies weens brand, of diefstal tydens inbraak met geweld op sy perseel.

(8) Enige verlies weens brand of diefstal, soos in subklousule (7) vermeld, van meer as R250 per werknemer moet deur die betrokke werknemer gedra word.

(9) As enige van die gereedskap wat deur 'n vakman of vakleerling verskaf is, verlore raak of om 'n ander rede as dié in subklousule (7) vermeld, nie beskikbaar is nie, moet die betrokke vakman of vakleerling sodanige gereedskap op eie koste vervang, vernuwe of opknap.

(10) As enige vakman of vakleerling versuim om sodanige gereedskap te vervang, te vernuwe of op te knap, het sy werkgewer die reg om op te hou met die betaling van die gereedskapstoelae wat in subklousules (5) en (6) voorgeskryf word totdat die betrokke vakman of vakleerling aan subklousule (9) voldoen.

(11) Die werkgewer moet in elke bedryfsinrigting waarin vakmanne of vakleerlinge in diens is, 'n afskrif van die lys in subklousule (5) bedoel, vertoon op 'n plek wat maklik vir sy werknemers toeganklik is.

(12) Vakmanne of vakleerlinge wat minder as 23 uur per week werk, is nie op 'n gereedskapstoelae vir daardie week geregtig nie.

(13) Die gereedskapstoelae wat in hierdie klousule bedoel word, moet gelyktydig met die betaling van die vakmanne of vakleerlinge se lone betaal word en geen werkgewer mag van 'n vakman of vakleerling vereis of hom toelaat om die totaal of 'n gedeelte van enige gereedskapstoelae aan hom terug te betaal nie en hy mag ook niks doen of laat doen of toelaat dat iets gedoen word wat regstreeks of onregstreeks daartoe lei dat 'n vakman of vakleerling die voordeel of 'n gedeelte van die voordeel van sodanige toelae ontneem word nie, behalwe soos in subklousules (10) en (12) bepaal.

(14) Die gereedskap in subklousules (3), (5), (6), (7), (9) en (11) van

benches and vices;
jacks and trestles;
emery wheels;
blocks and tackles or cranes;
grease guns or other greasing apparatus;
extension lights with a maximum of one globe per month;
waste or sweat rags;
means of cleaning greasy parts;
hacksaw blades;
203 mm 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 9,525 mm;
reamers of all sizes;
screwing tackles;
stocks and dies and taps;
blow lamps;
all special spanners;
hammers of 1 361 g and over;
Stilson wrenches over 305 mm;
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 such other tools as are customarily supplied by employers.

(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) An employer may require each of his journeymen to supply his own tools for own use in the course of his work.

(4) An employer shall provide each repair shop assistant and body shop assistant in his employ and all employees other than journeymen with the tools they require for the adequate performance of their duties, and such tools shall remain the property of the employer.

(5) Where journeymen supply their own tools in terms of subclause (3) employers shall pay to such journeymen in addition to the normal remuneration a tool allowance as follows:

(a) 25c per week in the case of spraypainters; and

(b) R1,00 per week in the case of all other journeymen:

Provided that the tools supplied by journeymen are in accordance with a list approved by the Council.

(6) An apprentice who uses his own tools in the course of his employment must be paid R1,00 per week in addition to his normal remuneration except in the case of an apprentice spraypainter who must be paid 25c per week in addition to his normal remuneration.

(7) Every employer shall insure the tools provided by each of his journeymen and apprentices against loss through fire at or theft by forced entry into his premises up to a maximum of R250 per employee.

(8) Any loss through fire or theft of the nature referred to in subclause (7) in excess of R250 per employee shall be borne by the employee concerned.

(9) In the event of any of the tools provided by a journeyman or apprentice being lost, missing or not available for any reason other than those referred to in subclause (7), the journeyman or apprentice concerned shall replace, renew or recondition such tools at his own expense.

(10) If any journeyman or apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in subclauses (5) and (6) until such time as the journeyman or apprentice concerned complies with the provisions of subclause (9).

(11) In every establishment in which journeymen or apprentices are employed, the employer shall cause to be displayed, in a place readily accessible to his employees, a copy of the list referred to in subclause (5).

(12) Any journeyman or apprentice who works less than 23 hours in any one week shall not be entitled to any tool allowance in respect of that week.

(13) The tool allowance referred to in this clause shall be paid at the same time as the journeyman's or apprentice's wages are paid, and no employer shall require or permit any journeyman or apprentice to repay him the whole or any part 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 journeyman or apprentice is deprived of the benefit or any part of the benefit of such allowance, save as provided in subclauses (10) and (12).

(14) The tools referred to in subclauses (3), (5), (6), (7), (9) and (11)

hierdie klousule bedoel, is dié wat in Aanhangsel F van hierdie Ooreenkoms vir die betrokke kategorie werknemer voorkom.

KLOUSULE 14—GETALSVERHOUDING

(1) *B/A-vakman.*—'n Werkgewer mag nie 'n B/A-vakman in diens neem nie tensy daar minstens een vakman aktief in sy werkwinkel in diens is.

(2) *Bakwinkelassistent.*—'n Werkgewer mag nie 'n bakwinkelassistent in diens neem nie tensy hy minstens een vakman in sy diens het, en die totale getal bakwinkelassistente in sy diens mag nooit meer wees nie as òf—

(a) die totale getal vakmanne in sy diens; òf

(b) twee maal die totaal van die getal vakleerlinge wat by hom ingeboek is en die getal kwekelinge in sy diens ingevolge die Wet op Opleiding van Ambagsmanne, 1951:

Met dien verstande dat daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie klousule vereis mag word om 'n bakwinkelassistent wat op 21 Junie 1974 in sy diens was, te ontslaan nie.

(*Opmerking.*—Aansoeke om vrystelling van die bepalings van hierdie subklousule moet gerig word aan die Nasionale Raad, d.w.s. *nie* aan die Streekrade soos in die geval van ander vrystellings nie.)

(3) *Dieselpompkamerassistente.*—'n Werkgewer mag nie 'n dieselpompkamerassistent in diens neem nie, tensy hy minstens een vakman aktief in sy pompkamer in diens het, en die aantal dieselpompkamerassistente in sy diens mag nooit meer wees nie as die aantal vakmanne wat aktief in sy pompkamer in diens is.

(4) *Motorfietswerktuigkundige se assistent.*—'n Werkgewer mag nie 'n motorfietswerktuigkundige se assistent in diens neem nie tensy hy minstens een vakman in sy diens het, en die totale getal motorfietswerktuigkundige se assistente in sy diens mag nooit meer wees nie as òf—

(a) die totale getal vakmanne in sy diens; òf

(b) twee maal die totaal van die getal vakleerlinge wat by hom ingeboek is en die getal kwekelinge in sy diens ingevolge die Wet op Opleiding van Ambagsmanne, 1951:

Met dien verstande dat daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie klousule vereis mag word om 'n motorfietswerktuigkundige se assistent wat op 21 Junie 1974 in sy diens was, te ontslaan nie.

(*Opmerking.*—Aansoeke om vrystelling van die bepalings van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê *nie* aan die Streekrade soos in die geval van ander vrystellings nie.)

(5) *Herstelwinkelassistente.*—'n Werkgewer mag nie 'n herstelwinkelassistent in diens neem nie, tensy hy minstens een vakman in sy diens het, en die totale getal herstelwinkelassistente in sy diens mag nooit meer wees nie as òf—

(a) die totale getal vakmanne in sy diens; òf

(b) twee maal die totaal van die getal vakleerlinge wat by hom ingeboek is en die getal kwekelinge in sy diens ingevolge die Wet op Opleiding van Ambagsmanne, 1951:

Met dien verstande dat—

(i) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie klousule vereis mag word om 'n herstelwinkelassistent wat op 21 Junie 1974 in sy diens was te ontslaan nie;

(ii) daar nie geag moet word dat daar van 'n werkgewer ingevolge hierdie klousule vereis mag word om 'n stroper wat op die datum van publikasie van hierdie Ooreenkoms in sy diens is, te ontslaan nie, mits die werkgewer aansoek doen om vrystelling om sodanige stroper in dié hoedanigheid in sy diens te behou, en dié indiensneming is onderworpe aan die voorwaardes wat die Raad stel. Vir die toepassing van hierdie subklousule beteken ,,stroper" 'n werknemer soos omskryf in klousule 3 (105) van Deel Preliminêre A van die Hoofooreenkoms gepubliseer by Goewermentskennisgewing R.1039 van 17 Junie 1977.

(*Opmerking.*—Aansoeke om vrystelling van die bepalings van hierdie subklousule moet gerig word aan die Nasionale Raad, dit wil sê *nie* aan die Streekrade soos in die geval van ander vrystellings nie.)

(6) *Bromponiewerkers.*—'n Werkgewer mag nie 'n bromponiewerker in diens neem nie, tensy hy minstens een vakmanmotorwerktuigkundige of motorfietswerktuigkundige aktief in sy werkwinkel in diens het, en die bromponiewerkers by hom in diens mag nooit meer wees as die getal motor- en motorfietswerktuigkundiges in sy diens nie.

KLOUSULE 15—BESIGHEIDSURE

(1) Geen werkgewer mag 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin die werksaamhede in paragrawe *(a), (b), (c)* en *(d)* van die omskrywing van ,,Motornywerheid" in hierdie Ooreenkoms vermeld, gewoonlik verrig word, op Saterdae of Sondae of vóór 06h30 of ná 18h30 op enige ander dag van die week, vir die publiek oopmaak, oophou of toelaat dat dit oop is nie.

(2) Geen werkgewer mag toelaat dat wielbalansering of enige van die werksaamhede wat in paragrawe *(a), (b)* en *(d)* van die omskrywing van ,,Motornywerheid" in hierdie Ooreenkoms vermeld word op

of this clause are the tools listed for the category of employee concerned in Annexure F to this Agreement.

CLAUSE 14—RATIO

(1) *B/A journeyman.*—An employer shall not employ a B/A journeyman unless he has at least one journeyman actively engaged in his workshop.

(2) *Body shop assistant.*—An employer shall not engage a body shop assistant unless he has at least one journeyman in his employ and the total number of body shop assistants in his employ shall at no time exceed either—

(a) the aggregate number of journeymen in his employ; or

(b) twice the aggregate of the number of apprentices indentured to him and the number of trainees in his employ in terms of the Training of Artisans Act, 1951:

Provided that the provisions of this clause shall not be deemed to require an employer to discharge any body shop assistant in his employ on 21 June 1974.

(*Note.*—Applications for exemptions from the provisions of this subclause must be directed to the National Council, i.e. not the Regional Councils as in the case of other exemptions.)

(3) *Diesel pump room assistants.*—An employer shall not employ a diesel pump room assistant unless he has at least one journeyman actively engaged in his pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of journeymen actively engaged in his pump room.

(4) *Motor cycle mechanic's assistant.*—An employer shall not engage a motor cycle mechanic's assistant unless he has at least one journeyman in his employ and the total number of motor cycle mechanic's assistants in his employ shall at no time exceed either—

(a) the aggregate number of journeymen in his employ; or

(b) twice the aggregate of the number of apprentices indentured to him and the number of trainees in his employ in terms of the Training of Artisans Act, 1951:

Provided that the provisions of this clause shall not be deemed to require an employer to discharge any motor cycle mechanic's assistant in his employ on 21 June 1974.

(*Note.*—Applications for exemptions from the provisions of this subclause must be directed to the National Council, i.e. not the Regional Councils as in the case of other exemptions.)

(5) *Repair shop assistants.*—An employer shall not engage a repair shop assistant unless he has at least one journeyman in his employ, and the total number of repair shop assistants in his employ shall at no time exceed either—

(a) the aggregate number of journeymen in his employ; or

(b) twice the aggregate of the number of apprentices indentured to him and the number of trainees in his employ in terms of the Training of Artisans Act, 1951:

Provided that—

(i) the provisions of this clause shall not be deemed to require an employer to discharge any repair shop assistant in his employ on 21 June 1974;

(ii) the provisions of this clause shall not be deemed to require an employer to discharge any stripper in his employ at the date of publication of this Agreement, provided application is lodged by the employer for an exemption to continue the employment of any such stripper in that capacity, which employment shall be subject to such terms and conditions as prescribed by the Council. For the purposes of this subclause, "stripper" means an employee as defined in clause 3 (105) of Part Preliminary A of the Main Agreement published under Government Notice R.1039 of 17 June 1977.

(*Note.*—Applications for exemptions from the provisions of this subclause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.)

(6) *Scooter workers.*—An employer shall not employ a scooter worker unless he has at least one journeyman motor mechanic or motor cycle mechanic actively engaged in his workshop, and the number of scooter workers employed shall at no time exceed the number of motor and motor cycle mechanics employed.

CLAUSE 15—TRADING HOURS

(1) No employer shall open or keep or permit to be open to the public on any Saturday or Sunday, or earlier than 06h30 or later than 18h30 on any other day of the week, any establishment or part of an establishment in which the activities specified in paragraphs *(a), (b) (c)* and *(d)* of the definition of "Motor Industry" in this Agreement are normally carried on.

(2) No employer shall permit wheel balancing or any of the activities specified in paragraphs *(a), (b)* and *(d)* of the definition of "Motor Industry" in this Agreement to be carried on during any Saturday or

Saterdae of Sondae verrig word nie, tensy dit noodwerk is soos in hierdie Ooreenkoms omskryf.

(3) Geen werkgewer mag toelaat dat die werksaamhede wat in paragraaf *(c)* van die omskrywing van ,,Motornywerheid" in hierdie Ooreenkoms vermeld word, op Saterdae of Sondae verrig word nie, tensy dit noodwerk is soos in hierdie Ooreenkoms omskryf: Met dien verstande dat hierdie werksaamhede tot om 12h00 op Saterdae verrig kan word deur werkgewers wat skofte kragtens klousule 16 van hierdie Hoofstuk laat werk.

(4) Geen werkgewer en/of sy werknemer in Streek NL mag 'n motorvoertuig verkoop en geen werkgewer mag enigiemand anders toelaat om 'n motorvoertuig in of by 'n motorvoertuigverkoopsinrigting te verkoop nie—

(a) voor 08h00 of na 18h00 op Maandae tot Vrydae;
(b) voor 08h00 of na 13h00 op Saterdae;
(c) te eniger tyd op 'n Sondag of openbare vakansiedag.

Vir die toepassing van hierdie subklousule—

(i) het ,,motorvoertuig" die betekenis wat in die omskrywing van ,,Motornywerheid" in klousule 3 van Afdeling A van hierdie Ooreenkoms daaraan geheg word;
(ii) beteken ,,motorvoertuigverkoopsinrigting" 'n plek waarin, waarop of waaruit motorvoertuie verkoop word, waar motorvoertuie gebêre of vertoon word en omvat dit enige kantoor wat daaraan verbonde is;
(iii) omvat die uitdrukking ,,'n motorvoertuig verkoop" die verrigting van enige werksaamheid wat deel uitmaak van of 'n voorlopige werksaamheid is vir die verkoop van enige motorvoertuig, uitgesonderd die uitstalling van sodanige motorvoertuig terwyl dit stilstaan, en omvat dit voorts die verrigting van enige sodanige werksaamheid deur middel van 'n telefooninstrument wat in of by 'n motorvoertuigverkoopsinrigting geïnstalleer is.

(5) Geen werkgewer in Streke BR, OP, NK, OVS, TVL en WP mag 'n motorverkoopslokaal en/of -vertoonlokaal of enige ander bedryfsinrigting waarop of waaruit motorvoertuie verkoop word of 'n kantoor wat daaraan verbonde is, oopmaak of oophou of toelaat dat dit oop is nie, en geen werkgewer of werknemer mag in of op of vanuit 'n motorverkoopslokaal of -vertoonlokaal of 'n ander bedryfsinrigting waarop of waaruit motorvoertuie verkoop word of 'n kantoor wat daaraan verbonde is, motorvoertuie verkoop nie—

(a) voor 08h00 of na 18h00 op Maandae tot Vrydae;
(b) voor 08h00 of na 13h00 op Saterdae;
(c) te eniger tyd op 'n Sondag of openbare vakansiedag.

Vir die toepassing van hierdie subklousule—

(i) het ,,motorvoertuig" die betekenis wat in die omskrywing van ,,Motornywerheid" in klousule 3 van Afdeling A van hierdie Ooreenkoms daaraan geheg word;
(ii) omvat die uitdrukking ,,'n motorvoertuig verkoop" die verrigting van enige werksaamheid wat deel uitmaak van of 'n voorlopige werksaamheid is vir die verkoop van enige motorvoertuig uitgesonderd die uitstalling van sodanige motorvoertuig terwyl dit stilstaan, en omvat dit voorts die verrigting van enige sodanige werksaamheid deur middel van 'n telefooninstrument wat in of by 'n motorvoertuigverkoopsinrigting geïnstalleer is.

(6) Geen werkgewer mag 'n bybehorewinkel of motorsloopwerf soos in klousule 3 van Afdeling A omskryf, of 'n kantoor daaraan verbonde, oopmaak of oophou of toelaat dat dit oop is nie—

(a) voor 08h00 of na 18h00 op Maandae tot Vrydae;
(b) voor 08h00 of na 13h00 op Saterdae;
(c) te eniger tyd op 'n Sondag of openbare vakansiedag;

(7) Geen werkgewer mag enige goedere of handelsware vanuit enige bybehorewinkel of motorsloopwerf soos in klousule 3 van Afdeling A omskryf, of 'n kantoor daaraan verbonde, verkoop of lewer nie—

(a) voor 08h00 of na 18h00 op Maandae tot Vrydae;
(b) voor 08h00 of na 13h00 op Saterdae;
(c) te eniger tyd op 'n Sondag of openbare vakansiedag;

Met dien verstande dat hierdie subklousule nie geag word die verkoop of verskaffing te eniger tyd vanuit 'n vul- en/of diensstasie of 'n bedryfsinrigting wat by wet 'n motorgaragelisensie nodig het, van uitebande, binnebande en reserwedele of bybehore wat vir noodwerk noodsaaklik is, te verbied nie.

(*Opmerking*.—Die uitwerking van hierdie voorbehoud is dat bedryfsinrigtings sonder motorgaragelisensies nie reserwedele en/of bybehore uite die besigheidsure in hierdie subklousule vermeld, selfs in noodgevalle mag verkoop of verskaf nie.)

(8) Niemand mag petrol vanuit 'n bedryfsinrigting of 'n gedeelte van 'n bedryfsinrigting verkoop nie behalwe gedurende die ure of op die voorwaardes by regulasie voorgeskryf ingevolge artikel 2 van die Wet op Petroleumprodukte (Wet 120 van 1977).

KLOUSULE 16—SKOFWERK

Die volgende bepalings is van toepassing op skofwerk in vulkaniseerinrigtings:

(a) Geen gewone skof mag langer as nege en 'n kwart uur duur nie;

Sunday unless such activities constitute emergency work, as defined in this Agreement.

(3) No employer shall permit the activities specified in paragraph *(c)* of the definition of "Motor Industry" in this Agreement to be carried on on any Saturday or Sunday unless such activities constitute emergency work as defined in this Agreement: Provided that these activities may be carried on up to 12h00 on Saturdays by employers operating shifts in terms of clause 16 of this Chapter.

(4) No employer and/or employee in Region NL 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 vehicle sales establishment—

(a) before 08h00 or after 18h00 on Mondays to Fridays;
(b) before 08h00 or after 13h00 on Saturdays;
(c) at any time on a Sunday or public holiday.

For the purposes of this subclause—

(i) "motor vehicle" has the meaning assigned to it in the definition of "Motor Industry" in clause 3 of Division A 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.

(5) No employer in Regions BR, EP, NC, OFS, TVL and WP shall open or keep open or permit to be open any motor salesroom and/or showroom or any other establishment on or from which motor vehicles are sold, or office attached to any of these, and no employer or employee shall in or on or from any motor salesroom or showroom or any other establishment on or from which motor vehicles are sold, or office attached to any of these engage in the sale of any motor vehicle—

(a) before 08h00 or after 18h00 on Mondays to Fridays;
(b) before 08h00 or after 13h00 on Saturdays;
(c) at any time on a Sunday or public holiday.

For the purposes of this subclause—

(i) "motor vehicle" has the meaning assigned to it in the definition of "Motor Industry" in clause 3 of Division A of this Agreement;
(ii) 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.

(6) No employer shall open or keep open or permit to be open any accessory shop or motor graveyard as defined in clause 3 of Division A, or any office attached thereto—

(a) before 08h00 or after 18h00 on Mondays to Fridays;
(b) before 08h00 or after 13h00 on Saturday;
(c) at any time on a Sunday or public holiday.

(7) No employer shall sell or supply from any accessory shop or motor graveyard as defined in clause 3 of Division A, or any office attached thereto, any goods or merchandise—

(a) before 08h00 or after 18h00 on Mondays to Fridays;
(b) before 08h00 or after 13h00 on Saturdays;
(c) at any time on a Sunday or public holiday:

Provided that this subclause shall not be deemed to prevent the sale or supply at any time from a filling and/or service station or from any establishment which by law is required to operate under a motor garage licence of tyres, tubes and any spares or accessories required for emergency work.

(*Note*.—The effect of this proviso is that establishments which do not operate under a motor garage licence may not sell or supply spares and/or accessories outside the trading hours mentioned in this subclause even in an emergency.)

(8) No person shall sell or supply petrol from any establishment or part of any establishment other than during the hours or on the conditions prescribed by regulation in terms of section 2 of the Petroleum Products Act (Act 120 of 1977).

CLAUSE 16—SHIFT WORK

The following provisions shall apply to shift work in vulcanising establishments:

(a) No normal shift shall exceed nine and one quarter hours;

(b) minstens agt uur moet verloop tussen agtereenvolgende skofte van 'n werknemer;
(c) waar 'n werknemer tussen 18h00 en 06h00 in diens is, moet sy werkgewer hom sy gewone besoldiging betaal, plus 10 persent vir elke uur of deel van 'n uur tussen hierdie tye gewerk;
(d) behoudens die voorbehoudsbepaling van klousule 5 (4) van hierdie Hoofstuk, word tyd gewerk deur 'n werknemer ná voltooiing van sy gewone, skof, geag oortyd te wees en moet hy in ooreenstemming met die skale vir oortydwerk wat in genoemde klousule voorgeskryf word, daarvoor besoldig word;
(e) geen skofte mag tussen 12h00 op Saterdae en 06h00 op Maandae gewerk word nie.

HOOFSTUK II

VOERTUIGBAKBOUINRIGTINGS

Opmerking.—Hierdie Hoofstuk is in twee dele verdeel. Deel I is van toepassing op alle voertuigbakbouinrigtings. Deel II is van toepassing op slegs dié voertuigbakbouinrigtings wat ingevolge klousule 2 van dié Deel geregistreer is.

DEEL I

KLOUSULE 1—TOEPASSINGSBESTEK

(1) Hierdie deel van Hoofstuk II van hierdie Ooreenkoms is van toepassing op bedryfsinrigtings (hierna ,,voertuigbakbouinrigtings" genoem) waarin, waarop of waarvandaan voertuigbakke gebou word en op die werkgewers wat sodanige bedryfsinrigtings bestuur en op hul werknemers.

(2) Behoudens andersluidende bepalings hierin is Afdelings A en B van hierdie Ooreenkoms ook op voertuigbakbouinrigtings van toepassing: Met dien verstande dat waar die bepalings van Afdelings A en B strydig is met die bepalings van hierdie Hoofstuk, laasgenoemde moet geld en voorkeur moet geniet.

(3) Ondanks andersluidende bepalings hierin, is hierdie Hoofstuk en Afdelings A en B van hierdie Ooreenkoms van toepassing op kantoor-, pakhuis- en verkoopswerknemers en klerke slegs in dié voertuigbakbouinrigtings of gedeeltes van sodanige bedryfsinrigtings wat 'n ,,winkel" vorm. Vir die toepassing van hierdie subklousule is 'n ,,winkel" 'n voertuigbakbouinrigting of gedeelte van so 'n bedryfsinrigting waarheen die publiek uitgenooi word ten einde die goedere wat daarin of daarop vertoon word anders as op 'n openbare veiling te koop, maar omvat dit nie 'n voertuigbakbouinrigting wat handel dryf in goedere wat uitsluitlik deur so 'n bedryfsinrigting vervaardig word nie.

(4) Ondanks andersluidende bepalings in hierdie Ooreenkoms is Afdeling A en Hoofstuk I van Afdeling C van hierdie Ooreenkoms wat betrekking het op B/A-vakmanne nie op voertuigbakbouinrigtings van toepassing nie.

KLOUSULE 2—WOORDOMSKRYWING

Vir die toepassing van Hoofstuk II, beteken—

(1) ,,skoonmaakster" 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer."

Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;

tee of soortgelyke dranke berei en/of opdien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

(2) ,,algemene werker graad II," met betrekking tot voertuigbakbouinrigtings, 'n werknemer wat enige van die volgende pligte kan uitvoer:

Alle tipes snellosklampe aansit of verwyder;

yster of ander metale of materiaal skuur of fynskuur, uitgesonderd in presisiewerk;

lood opwarm en indompel;

hyskrane of bokkrane bedien, uitgesonderd hyskrane of bokkrane met kajuitbediening;

knegboute verwyder; klinknaels verhit; sand- of haelstraling;

slaan; vere wat uit voertuie verwyder is, uitmekaarhaal;

skroefkoppe of boute of soortgelyke uitstaande of versteekte dele aan nuwe voertuie deur middel van 'n kwas met verf bywerk;

(3) ,,werkman graad VL" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:

Klaar gemengde verf aanwend aan uitrusting, vaste toebehore, of installasie wat nie vir verkoop bedoel is nie;

artikels en/of komponente inmekaarsit waar geen montering nodig is nie;

'n vakman of 'n vakleerling met minstens een jaar ondervinding help met die installering en/of in posisie kram van elektriese kabels vir binneverligting of toebehore, of met die vassit van selfrigtende matryse by die stel van masjiene;

drade afstroop en kabelente vassit;

(b) not less than eight hours shall elapse between successive shifts any employee;
(c) where an employee is employed between 18h00 and 06h00 h employer shall pay him at his ordinary rate of remuneratio plus 10 per cent for each hour or part of an hour worke between these times;
(d) time worked by an employee after the completion of his norm shift, shall, subject to the proviso to clause 5 (4) of this Chapte be regarded as overtime and be paid for in accordance with t overtime rates prescribed in the said clause;
(e) no shifts shall be worked between 12h00 on Saturday and 06h0 on Monday.

CHAPTER II

VEHICLE BODY BUILDING ESTABLISHMENTS

Note.—This Chapter is divided into two parts. The provisions of Pa I apply to all vehicle body building establishments. The provisions Part II apply only to those vehicle body building establishments whi 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 this Agreement sh apply to establishments (hereinafter referred to as "vehicle body buildi establishments") wherein, whereon, or wherefrom vehicle body buil ing is carried on and to the employers conducting such establishmen and to their employees.

(2) Save where otherwise provided herein, the provisions of Divisio A and B of this Agreement shall also apply to vehicle body buildi establishments: Provided that where the provisions of Divisions A a B are in conflict with the provisions of this Chapter, the latter sh obtain and have preference.

(3) Notwithstanding anything to the contrary herein, the provisio of this Chapter and of Divisions A and B of this Agreement shall app to office, stores, sales and clerical employees only in those vehicle bo building establishments or parts of such establishments which constitu a "shop". A "shop" for the purposes of this subclause means a vehicle body building establishment or part of such establishment which the public is invited for the purpose of purchasing, otherwi than by public auction, the goods displayed therein or thereon, b does not include any vehicle body building establishment trading goods exclusively manufactured by such establishment.

(4) Notwithstanding anything to the contrary in this Agreement, t provisions of Division A and Chapter I of Division C of this Agreeme relating to B/A journeymen shall not apply to vehicle body buildi establishments.

CLAUSE 2—DEFINITIONS

For the purposes of Chapter II, Part I—

(1) "char" means a woman mainly or exclusively employed in a one or more of the following duties:

Cleaning and/or washing premises, toilets, furniture, utensils similar articles;

making and/or serving tea or similar beverages;

preparing and/or serving food not for sale to the public;

(2) "general worker, Grade II," means in relation to vehicle bo building establishments, an employee who may perform any of t following duties:

Applying or removing quick release clamps—all types;

grinding or buffing iron or other metals or materials, other th precision work;

heating up lead and dipping;

operating cranes or gantries other than cab-operated cranes gantries;

removing slave bolts; rivet heating; sand or shotblasting;

striking; stripping springs which have been removed from vehicl

touching-up screwheads or bolts or similar protruding or hidc parts on new vehicles with paint, by brush;

(3) "operative, Grade VL," means an employee mainly or exc sively engaged on—

applying ready mixed paint to equipment, fixtures or to pl which is not for sale;

assembling articles and/or components where no fitting is requir

assisting a journeyman or an apprentice of not less than one ye experience in the installation and/or stapling into position of elec cables for interior lighting or fiittings, or assisting with the fixing self-aligning dies in the setting of machines;

baring wires and fixing cable ends;

metaal of ander materiale saag of knip met 'n yster- of sirkelsaag of wrywingsnyer volgens stuiters of setmate of volgens merke wat deur 'n vakman, vakleerlinge wat nog hoogstens vier jaar moet uitdien, of werkman graad CV, op materiale aangebring is;

met eendoelmasjiene, setmate of patroonplate—hand of masjien—buig en/of fatsoeneer, maar nie opstel van masjien nie;

in emalje en/of verf indoop;

boorwerk maar nie presisiewerk nie;

boute wat die bak vashou en/of boute wat sitplekke vassit, insit en/of vasdraai en/of losdraai;

onderdele uit vooraf gemengde plastiekstowwe en veselglas in vooraf gefatsoeneerde gietvorms maak;

afmerkwerk;

volgens stuiters, setmate, matryse of patroonplate—met die hand of masjien—pers en/of inkeep, maar uitgesonderd die stel van setmate of matryse;

met die hand of masjien volgens vooraf gestelde stuiters, merke, setmate of patroonplate pons en wel onder die toesig van 'n vakman of 'n vakleerling met minstens een jaar ondervinding;

inslaan van klinknaels;

ruwe afsaag van materiale met enige krag- of handbediende saagtoestel, uitgesonderd 'n kragguillotine, nadat die materiale deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien of 'n werkman graad CV uitgemerk is;

draad insy en/of tapwerk deur middel van draadsny- of tapmasjiene of -hegstukke;

punt- of weerstandsweising aan subsamestelwerk met komponente in eendoelsetmate of setklemme;

met die hand draad in boute sny of gate of moere tap;

'n vooraf gestelde oksiasetileentoestel vir ruwe snywerk gebruik.

Klousule 3—Werknemers

Benewens die klasse werknemers in klousule 1 (2) van Afdeling A, klousule 3 van Afdeling B en klousule 3 van Hoofstuk I van Afdeling C bedoel, kan 'n werkgewer een of meer werkmanne graad VL in 'n voertuigbakbouinrigting in diens neem.

Klousule 4—Lone

Die minimum loon wat 'n werkgewer moet betaal aan elk van sy werknemers in ondergenoemde klasse is soos hieronder uiteengesit, en geen werknemer mag 'n loon aanneem wat laer is as dié wat vir sy klas voorgeskryf word nie:

Klas werknemer	*Loon per week (alle gebiede)*
	R
Skoonmaakster	20,24 (44c per uur)
Vakman	100,28 (R2,18 per uur)
Werkman graad VL	28,06 (61c per uur)
Algemene werker:	
Graad I	28,98 (63c per uur)
Graad II	27,14 (59c per uur)

Klousule 5—Werkure

(1) Die gewone werkure van 'n werknemer is hoogstens 46, uitgesonderd etenspouses, in 'n bepaalde week en hoogstens nege en 'n kwart, uitgesonderd etenspouses, op 'n bepaalde dag.

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

(a) om aaneen vir 'n tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) om, as dit 'n vrou is—

(i) tussen 18h00 en 06h00 te werk nie;

(ii) na 13h00 op meer as vyf dae in 'n week te werk nie;

(c) om sy gewone weeklikse werkure oor meer as vyf dae in 'n bepaalde week te werk nie:

Met dien verstande dat 'n werkgewer met sy werknemers wat gewoonlik slegs vyf dae per week werk ooreen kan kom dat die ononderbroke pouse in paragraaf *(a)* van hierdie subklousule bedoel, tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgewer die Streeksekretaris van die Streekraad in sy gebied skriftelik in kennis stel dat sodanige werknemers ingestem het dat die pouse ingekort word.

(3) Dit is toelaatbaar vir 'n werkgewer om verskillende aanvangs- en uitskeitye vir verskillende werkwinkelwerknemers op 'n bepaalde dag te reël: Met dien verstande dat die tydperk tussen sodanige aanvangs- of uitskeitye op enige bepaalde dag altesaam hoogstens 45 minute in enige bepaalde bedryfsinrigting mag wees.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke oggend-

cutting fibreglass parts to patterns or templets;

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 templets—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 and fibreglass in preformed moulds;

marking off;

pressing and/or notching to stops, jigs, dies or templets—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 templets under the supervision of a journeyman or an apprentice of not less than one year's experience;

rivet striking;

rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, 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 subassembly 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—Employees

In addition to the classes of employees referred to in clause 1 (2) of Division A, clause 3 of Division B and clause 3 of Chapter I of Division C, an employer may employ one or more operatives, Grade VL, in a vehicle body building establishment.

Clause 4—Wages

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.

Class of employee	*Wages per week (all areas)*
	R
Char	20,24 (44c per hour)
Journeyman	100,28 (R2,18 per hour)
Operative, Grade VL	28,06 (61c per hour)
General worker:	
Grade I	28,98 (63c per hour)
Grade II	27,14 (59c per hour)

Clause 5—Hours of Work

(1) The ordinary hours of work of an employee shall not exceed 46, excluding meal intervals, in any one week and nine and one-quarter, excluding meal intervals, 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 the 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 18h00 and 06h00;

(ii) after 13h00 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:

Provided that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in paragraph *(a)* of this subclause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer must inform the Secretary for the Regional Council in his area, in writing, that such employees have agreed to the reduced interval.

(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 and finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

(4) All employees shall be entitled to, and be granted a rest interval of 10 minutes at as nearly as practicable to the middle of each morning

en namiddagwerktydperk, en sodanige pouse word vir doeleindes van die berekening van besoldiging geag deel van die gewone werkure te wees.

(5) Behoudens klousule 5 (10) van Afdeling A en klousule 11 van hierdie Hoofstuk, moet die week van 'n werknemer van werkmangraad of algemene werker geag word 46 uur te wees wanneer sodanige werknemer minder as 46 uur in 'n week werk omdat—

(a) die gewone werkure van die bedryfsinrigting minder as 46 uur 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.

(6) 'n Werknemer wat deur die Polisie gearresteer of aangehou word vir 'n oortreding of vermoedelike oortreding, word vir die tydperk waarin hy onder arres 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 6—Jaarlikse Verlof en Besoldiging vir Opgelope Verlof

(1) Vir die toepassing van hierdie klousule—

(a) beteken ,,verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ooreenkomstig subklousule (2) van hierdie klousule verdien;
(b) word die uitdrukkings ,,diens" en ,,skof" geag die volgende in te sluit:
  (i) Skofte wat korter is as dié wat ingevolge hierdie Hoofstuk toegelaat word, omdat—
    (aa) die werknemer laat op sy werkplek aangekom het, maar nie later as 'n halfuur nie; of
    (ab) korttyd gewerk is; of
    (ac) sodanige korter skofte met die toestemming van die werkgewer gewerk is;
  (ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—
    (aa) kragtens hierdie Ooreenkoms afwesig was met verlof met besoldiging;
    (ab) militêre diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), vir 'n maksimum tydperk van vier maande per jaar moes ondergaan;
    (ac) van sy werk afwesig was op las of op versoek van sy werkgewer;
    (ad) van sy werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesaam hoogstens 30 dae in enige verlofsiklus;
    (ae) van sy werk afwesig was op enigeen van die openbare vakansiedae in klousule 9 van hierdie Hoofstuk bedoel;

  Met dien verstande dat 'n werknemer wat na verstryking van sy jaarlikse verlof sy diens beëindig deur te dros, geen eis ten opsigte van subparagraaf (ii) *(aa)* hierbo het nie;
(c) beteken ,,besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en die bedrag van sodanige bonus word geag die gemiddelde bedrag te wees wat 'n werknemer ontvang het of wat hom toegekom het vir die tydperk van 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig, of, as hy 'n tydperk van minder as 13 weke gewerk het, die gemiddelde bedrag wat hy ontvang het of wat hom toegekom het vir die getal voltooide weke wat hy werklik gewerk het.

(*Opmerking*.—,,Bonus wat gereeld aan die werknemer betaal word" sluit ooreenkomstig hierdie omskrywing nie kommissie in nie.)

(2) Drie agtereenvolgende weke verlof met volle besoldiging moet toegestaan word aan alle werknemers, met inbegrip van vakleerlinge en kwekelinge wat ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opleiding ondergaan en wat sedert die datum van indiensneming of vanaf die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum, die tydperk van ononderbroke diens in die Bylae van hierdie subklousule uiteengesit by dieselfde werkgewer voltooi het.

Bylae

(a) Weekliks besoldigde werknemers: 261 skofte, uitgesonderd oortyd.
(b) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadag hy die kwalifiserende tydperk voltooi het wat in subklousule (2) van hierdie klousule gespesifiseer word, maar dit kan geneem word voor of nadat dit hom toekom indien—

(a) die omstandighede van die werkgewer se besigheid dit vereis;
(b) die werkgewer en die werknemer aldus ooreenkom:

Met dien verstande dat jaarlikse verlof onder geen omstandighede meer as twee maande voor die datum waarop dit verskuldig word, geneem and afternoon work period and such interval shall, for the purpose o calculating the remuneration, be reckoned as part of the ordinary working hours.

(5) Subject to the provisions of clause 5 (10) *(a)* of Division A and clause 11 of this Chapter, whenever any operative grade of employee or general worker works for less than 46 hours in any week owing 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 absenting himself without the employer's permission;

such employee's week shall be deemed to be 46 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 purposes of this clause.

Clause 6—Annual Leave and Accrued Leave Pay

(1) For the purposes of this clause—

(a) "leave cycle" means the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;
(b) the terms "employment" and "shift" shall be deemed to include—
  (i) shifts which are of shorter duration than those permitted in terms of this Chapter, because—
    (aa) the employee arrived late at his place of work, but such lateness did not exceed half-an-hour; or
    (ab) short-time was worked; or
    (ac) such shorter shifts were worked with the permission of the employer;
  (ii) shifts which the employee concerned normally would have worked, but did not work because he was—
    (aa) absent on paid leave in terms of this Agreement;
    (ab) undergoing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;
    (ac) absent from work on the instructions or at the request of his employer;
    (ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;
    (ae) absent from work on any of the public holidays referred to in clause 9 of this Chapter:

  Provided that an employee who after the expiration of his annual leave terminates his employment by deserting, shall have no claim in respect of subparagraph (ii) *(aa)* above;
(c) "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, or if a period of less than 13 weeks has been worked the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

(*Note*.—A "bonus regularly paid to the employee" in terms of this definition does not include commission.)

(2) Three consecutive weeks' leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Training of Artisans Act, 1951, 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 subclause.

Schedule

(a) Weekly paid employees: 261 shifts, excluding overtime.
(b) Monthly paid employees: 12 months.

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

(a) the exigencies of the employer's business so require;
(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

mag word nie of dat dit nie meer as vier maande na sodanige datum uitgestel mag word nie, tensy die betrokke werknemer en werkgewer voor die verstryking van sodanige tydperk van vier maande skriftelik daartoe ooreengekom het en dat dit nie met langer as ses maande na die datum waarop dit verskuldig word uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof met bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem, op voorwaarde dat dit nie minder mag wees nie as die skaal wat in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskryf is, en die werkgewer moet dit op die laaste werkdag voor die aanvang van sy verlof aan hom betaal.

(5) Indien enigeen van die openbare vakansiedae met besoldiging in klousule 9 van hierdie Hoofstuk bedoel, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet die werkgewer—

(a) òf een werkdag met volle besoldiging by genoemde verloftydperk voeg vir elke sodanige openbare vakansiedag met besoldiging;

(b) òf die betrokke werknemer op die betaaldag onmiddellik na sodanige werknemer se verloftydperk een gewone dag se loon betaal in plaas van verlof.

(6) *(a)* Jaarlikse verlof mag nie met 'n werknemer se diensopseggingstermyn saamval nie en ook nie, tensy die werknemer skriftelik aldus versoek, met enige tydperk wat 'n werknemer militêre diens ingevolge die Verdedingswet, 1957, ondergaan nie.

(b) Enige tydperk wat 'n werknemer met siekteverlof is soos in klousule 31 van Hoofstuk A van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(7) Geen werknemer mag sy gewone beroep gedurende sy verlof beoefen nie en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende die tydperk van sy verlof in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen bedrag by wyse van skuldvergelyking van verlofbesoldiging afgetrek word vir geld wat aan die werkgewer verskuldig is nie.

(9) By die beëindiging van die diens van 'n werknemer wat vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, maar aan wie die verlof op die datum van sodanige beëindiging nog nie verleen is nie of wat dit nog nie geneem het nie, moet die werkgewer hom verlofbesoldiging betaal wat bereken is ooreenkomstig subklousule (10) van hierdie klousule.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy gekwalifiseer het vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule, is geregtig op besoldiging vir opgelope verlof, gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide ,,week'' diens vanaf die datum waarop hy by die werkgewer in diens getree het, of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken ,,week'' die getal skofte wat 'n werknemer gewoonlik in 'n week werk.

(*Opmerking*.—Besoldiging vir opgelope verlof world bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir 6 maande diens is die verlofbesoldiging ½ × 3 weke se besoldiging.

Vir 13 weke diens is die verlofbesoldiging ¼ × 3 weke se besoldiging.

Vir 5 weke diens is die verlofbesoldiging $\frac{5}{52} \times 3$ weke se besoldiging.

Om drie weke se besoldiging vir 'n maandeliks besoldigde werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

6 maande, dus ½ × $\frac{9}{13}$ × 1 maand se besoldiging;

13 weke, dus ¼ × $\frac{9}{13}$ × 1 maand se besoldiging;

5 weke, dus $\frac{5}{52} \times \frac{9}{13} \times 1$ maand se besoldiging.)

(11) *(a)* In die geval van alle werknemers, uitgesonderd vakmanne, moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie kousule bedoel, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne moet besoldiging vir opgelope verlof nie aan die werknemer oorhandig of deur hom geneem 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 betaling ingevolge paragraaf *(b)* van hierdie subklousule doen, moet hy 'n verlofbetaalbewys in die vorm in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, in viervoud invul, een kopie in sy besit bou, een kopie aan die

months after due date unless the employee and the employer concerned have, before the expiration of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.

(4) 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 provided that this shall not be less than the rate prescribed in this Chapter for the category of employee concerned, and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 9 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.

(6) *(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 service in terms of the Defence Act, 1957.

(b) Any period which an employee is on sick leave as prescribed in clause 31 of Division A of this Agreement shall not be counted as part of such employee's annual leave.

(7) 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.

(8) 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.

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause, 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 subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(*Note*.—Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus—

For 6 months' employment, leave pay is ½ × 3 weeks' pay.

For 13 weeks' employment, leave pay is ¼ × 3 weeks' pay.

For 5 weeks' employment, leave pay is $\frac{5}{52} \times 3$ weeks' pay.

To arrive at three weeks' pay for a monthly paid employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly paid employee the leave pay accrued in—

6 months is ½ × $\frac{9}{13}$ × 1 month's pay;

13 weeks is ¼ × $\frac{9}{13}$ × 1 month's pay;

5 weeks is $\frac{5}{52} \times \frac{9}{13} \times 1$ month's pay.)

(11) *(a)* In the case of all employees other than journeymen the accrued leave pay referred to in subclause (10) of this clause 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 subclause 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

Sekretaris van die betrokke Streekraad stuur en die oorblywende twee kopieë oorhandig aan die betrokke vakman 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 uit sy diens ontslaan is of dit verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, in diens van 'n ander werkgewer in die Motornywerheid tree, is die volgende bepalings van toepassing:

(i) Die vakman moet aan die nuwe werkgewer kopieë voorlê van verlofbetaalbewyse wat deur die vorige werkgewers in die Motornywerheid aan hom uitgereik en ingevolge paragraaf *(c)* van hierdie subklousule deur hom behou is;

(ii) die vakman se verlof kom hom toe wanneer hy 'n aantal skofte of 'n tydperk gelyk aan dié in die Bylae van subklousule (2) van hierdie klousule voorgeskryf, by die nuwe werkgewer gewerk het, min die gesamentlike getal skofte of tydperke gemeld op die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgewer oorhandig het;

(iii) twee weke voordat die vakman verlof met besoldiging by die nuwe werkgewer neem, moet die kopie van die verlofbetaalbewys wat die vakman aan sy nuwe werkgewer oorhandig het, onderteken en aan die betrokke Streekraad gestuur word en moet daar aansoek om betaling van die bedrag van die betaalbewys gedoen word;

(iv) die nuwe werkgewer moet aan die vakman, wanneer hy sy verlof met besoldiging neem, die verlofbesoldiging betaal wat ingevolge subklousule (10) van hierdie klousule vir hom opgeloop het;

(v) die werkgewer moet aan 'n vakman wat sy diens verlaat nadat sy verlof hom toegekom het maar voordat dit toegestaan is, die verlofbesoldiging aan hom verskuldig wanneer sy verlof hom toekom, betaal en die vakman moet self van die betrokke Streekraad die bedrag van verlofbetaalbewyse in sy besit eis deur dit te onderteken en aan die Sekretaris van die Streekraad te stuur.

(12) Besoldiging vir opgelope verlof 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 verlofgeld verskuldig aan 'n werknemer wat in die loop van sy diens sterf, moet onmiddellik aan sy boedel betaal word.

(13) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang word, moet geplaas word in 'n spesiale rekening waarop Streekrade werk.

(14) Ondanks andersluidende bepalings in hierdie klousule, moet besoldiging vir opgelope verlof wat namens 'n vakman gehou word—

(a) indien hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke, bereken vanaf die datum waarop die verlofbesoldiging begin oploop het;

(b) terwyl hy nog in die Nywerheid in diens is, aan hom betaal word wanneer hy met jaarlikse verlof gaan;

of dit kan, na goedvinde van die betrokke Streekraad, eerder betaal word.

(15) *(a)* 'n Werkgewer kan te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde aan sy werknemers verlof met besoldiging te verleen soos by hierdie klousule voorgeskryf, en waar 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskrewe tydperk van jaarlikse verlof met besoldiging geregtig is nie, moet die werkgewer aan hom 'n bedrag betaal op die grondslag wat in subklousule (10) van hierdie klousule voorgeskryf is, asof sy diens geëindig het, plus besoldiging vir openbare vakansiedae met besoldiging wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen minstens die skaal wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis of hulle toegelaat kan word om gedurende die tydperk wat 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 Werkgewer wat besluit om sy bedryfsinrigting ooreenkomstig hierdie subklousule te sluit, moet sy werknemers minstens drie maande voor sodanige sluiting van sy besluit in kennis stel.

Klousule 7—Addisionele Vakansiebesoldiging

(1) Elke werkgewer moet 'n bedrag vir addisionele vakansiebesoldiging ten opsigte van elke vakman en werkman in sy diens betaal. Die addisionele vakansiebesoldiging betaalbaar ten opsigte van elke vakman is R4 vir elke week diens: Met dien verstande dat—

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 subclause.

(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 subclause;

(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 subclause (2) of this clause, less the aggregate of the shifts or periods shown on the copies of 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 of the 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 subclause (10) 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.

(12) 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.

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

(14) Except as otherwise provided in this clause accrued leave pay held on behalf of a journeyman shall be paid to him—

(a) if he leaves the Industry, on the expiration of 52 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.

(15) *(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 closing of the establishment any employee is not entitled to the full prescribed period of paid annual leave, the employer shall pay him an amount on the basis laid down in subclause (10) 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 subclause (5) of this clause at a rate of 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 subclause (7) of this clause, be required or permitted to work during the period the establishment is closed in terms of this subclause.

(b) For the purposes 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 subclause shall advise his employees of his decision at least three months before such closing.

Clause 7—Additional Holiday Pay

(1) Every employer shall pay an amount of additional holiday pay in respect of each journeyman and each operative in his employ. The amount of additional holiday pay payable in respect of every journeyman shall be R4 for each week of employment: Provided that—

(i) waar 'n vakman loon vir minder as altesaam 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens subklousule (1) *(b)* (ii) *(ad)* van die omskrywing van „skofte" aan die begin van klousule 6 ten behoewe van sodanige vakman vir daardie week betaalbaar is nie; en

(ii) waar 'n vakman in enige verlofsiklus 30 dae lank weens siekte of 'n ongeluk van die werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met 80c vir elke verdere dag van afwesigheid weens siekte of 'n ongeluk kan verminder.

(2) Behoudens subklousule (3) van hierdie klousule, moet die werkgewer die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, maandeliks maar voor of op die 10de dag van die maand wat volg op dié waarop sodanige bedrae betrekking het, tesame met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat ten opsigte van elke sodanige werknemer aangestuur word, aan die Sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur.

(*Opmerking*.—Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede wat by hierdie subklousule vereis word, kan op aanvrag van die Sekretaris van die Streekraad in die betrokke Streek verkry word.)

(3) In gevalle waar 'n vakman van sy werk afwesig was om die redes aangegee ingevolge voorbehoudsbepaling (i) van subklousule (1) van hierdie klousule, moet die werkgewer die addisionele vakansiebesoldiging ingevolge subklousule (1) van hierdie klousule regstreeks aan die bevoordeelde betaal voor of op elke betaaldag wat binne die tydperk van afwesigheid van die vakman val.

(4) Behoudens klousule 26 van Afdeling A van hierdie Ooreenkoms, is die addisionele vakansiebesoldiging betaalbaar ingevolge subklousule (1) van hierdie klousule aan vakmanne betaalbaar wanneer hulle met jaarlikse verlof gaan en daar moet by die betrokke Streeksekretaris daarom aansoek gedoen word minstens twee weke voordat die bevoordeelde se verlof moet begin.

(5) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag van die addisionele vakansiebesoldiging by wyse van skuldvergelyking vir geld wat aan die werkgewer verskuldig is, afgetrek word nie.

(6) Die addisionele vakansiebesoldiging aan 'n werkman betaalbaar, is een week se loon teen die skaal waarteen die betrokke werknemer besoldig word wanneer hy op sy verlof geregtig word en hy dit neem, verminder met een twee-en-vyftigste vir elke week wat die werknemer nie vyf volle skofte gewerk het nie: Met dien verstande dat geen bedrag afgetrek mag word nie vir weke wat—

(a) die werknemer van sy werk afwesig was met siekteverlof en 'n doktersertifikaat aan die werkgewer voorgelê het;

(b) die werknemer van sy werk afwesig was op een van die openbare vakansiedae wat in klousule 9 van hierdie Hoofstuk bedoel word.

(7) Die addisionele vakansiebesoldiging aan 'n werkman verskuldig, moet aan die werkman betaal word wanneer hy met jaarlikse verlof gaan.

(8) Waar 'n werkman die diens van sy werkgewer verlaat voordat hy vir addisionele vakansiebesoldiging kwalifiseer, moet daar aan sodanige werknemer 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging betaal word.

(9) Klousule 6 (12), (13) en (14) van hierdie Hoofstuk is *mutatis mutandis* op addisionele vakansiebesoldiging van toepassing.

(10) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

Klousule 8—Oortydwerk

(1) Vir die toepassing van hierdie klousule, beteken „oortyd" alle tyd wat daar, uitgesonderd op 'n Sondag, langer gewerk word, as die getal gewone werkure wat in klousule 5 (1) van hierdie Hoofstuk voorgeskryf word.

(2) Ondanks klousule 5 (1) van hierdie Hoofstuk, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd vir 'n totale tydperk van hoogstens 10 uur in 'n week te werk: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk nie—

(a) vir meer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag, tensy hy—

(i) 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 subclause (1) *(b)* (ii) *(ad)* of the definition of "shifts" at the beginning of clause 6 be payable on behalf of such employee in respect of that week; and

(ii) 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 80c in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the Secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(*Note*.—Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the Regional Secretary in the Region concerned.)

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

(4) Subject to the provisions of clause 26 of Division A of this Agreement the additional holiday pay payable in terms of subclause (1) of this clause 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.

(5) Except as provided elsewhere in this Agreement, no deduction from additional holiday pay shall be made as a sett-off against any money which may be owing to the employer.

(6) The amount of the additional holiday pay payable to an operative shall be one week's wages at the rate the employee in question is earning at the time his leave becomes due and is taken, 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 owing to the occurrence of one of the public holidays referred to in clause 9 of this Chapter.

(7) The additional holiday pay due in respect of an operative shall be paid to the operative when he proceeds on annual leave.

(8) 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.

(9) The provisions of clause 6 (12), (13) and (14) of this Chapter shall apply *mutatis mutandis* in respect of additional holiday pay.

(10) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

Clause 8—Overtime

(1) For the purposes 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 clause 5 (1) of this Chapter.

(2) Notwithstanding the provisions of clause 5 (1) of this Chapter, an employer may require or permit an employee to work overtime for a total period not exceeding 10 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 60 days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

(i) sodanige werknemer voor 12h00 daarvan in kennis gestel het; of
(ii) sodanige werknemer voorsien het van 'n toereikende ete voordat sy met die oortydwerk moet begin; of
(iii) sodanige werknemer 'n minimum toelae van 90 sent betyds betaal het om die werknemer in staat te stel om 'n ete te nuttig voordat die oortydwerk moet begin.

(3) Die minimum oortydbesoldiging wat werknemers moet ontvang is soos volg:

(a) In die geval van 'n vakman: Een en 'n half maal sy gewone skaal van besoldiging;
(b) in die geval van 'n werknemer, uitgesonderd 'n vakman: Een en 'n derde maal sy gewone skaal van besoldiging:

Met dien verstande dat geen werknemer kwalifiseer vir oortyd ten opsigte van enige week waarin hy minder as 46 uur gewerk het nie. Hierdie syfer is onderworpe aan *pro rata*-vermindering as die volgende gedurende 'n bepaalde week voorkom:

(i) Statutêre openbare vakansiedae in hierdie Hoofstuk bedoel;
(ii) afwesigheid met die toestemming of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening vir sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie kan hy daarteen appèl aanteken by die Nasionale Raad, wie se beslissing finaal is;
(iii) die begin van 'n nuwe dienskontrak.

(4) Die bepalings van klousule 5 (1), (2), (3) en (4) van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie van toepassing nie op manlike werknemers terwyl hulle werk verrig wat weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of onklaarraking van installasie of masjinerie sonder versuim gedoen moet word of werk in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure gedoen kan word nie.

Klousule 9—Openbare Vakansiedae

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

Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag.

(*Opmerking*.—2 Januarie is nie 'n statutêre openbare vakansiedag nie, behalwe waar Nuwejaarsdag op 'n Sondag val.)

(b) Ondanks paragraaf *(a)* van hierdie subklousule, verbeur 'n werknemer wat op die werkdag onmiddellik voor of na 'n statutêre openbare vakansiedag met besoldiging in hierdie klousule bedoel van die werk afwesig is, sy reg om vir sodanige openbare vakansiedag besoldig te word, tensy hy met die toestemming of kondonering van die werkgewer van die werk afwesig is.

(c) 'n Werknemer wat reken hy is veronreg deur die toepassing op hom van paragraaf *(b)* van hierdie subklousule, kan by 'n Streekraad appèl aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is.

(d) Indien 'n statutêre openbare vakansiedag op 'n Sondag val, word die volgende Maandag vir die toepassing van hierdie klousule geag daardie besondere vakansiedag te wees, en waar Kersdag op 'n Sondag val, word die volgende Dinsdag geag Gesinsdag te wees.

(e) Indien 'n statutêre openbare vakansiedag op 'n Saterdag val, word so 'n Saterdag nie 'n vakansiedag met besoldiging vir 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie.

(2) Wanneer 'n werknemer werk op 'n statutêre openbare vakansiedag ten opsigte waarvan hy kragtens subklousule (1) op verlof met volle besoldiging geregtig is, moet sy werkgewer, behoudens subklousule (1) hiervan, benewens sy gewone besoldiging vir sodanige dag, aan hom—

(a) minstens sy uurloon betaal vir elke uur of gedeelte van 'n uur gewerk, tot 'n maksimum van agt uur; en
(b) dubbel sy uurloon betaal vir elke uur of gedeelte van 'n uur wat hy langer as agt uur op sodanige dag gewerk het.

(3) Wanneer een van die statutêre openbare vakansiedae in subklousule (1) bedoel, op 'n dag val waarop daar nie gewerk word nie, uitgesonderd 'n Sondag, moet 'n werknemer wat op sodanige statutêre

(i) given notice thereof to such employee before 12h00; or
(ii) provided such employee with an adequate meal before she has to commence overtime; or
(iii) paid such employee a minimum allowance of 90c 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 shall be remunerated for overtime are as follows:

(a) In the case of a journeyman: One and a half times his ordinary rate of remuneration;
(b) in the case of an employee other than a journeyman: One and one third times his ordinary rate of remuneration:

Provided that no employee shall qualify for overtime in respect of any week during which he has worked less than 46 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in this Chapter;
(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision he may appeal there against to the National Council whose decision shall be final;
(iii) the beginning of a new contract of employment.

(4) The provisions of clause 5 (1), (2), (3) and (4) of this Chapter and subclause (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.

Clause 9—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, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

(*Note*.—January 2nd is not a statutory public holiday except when New Year's Day falls on a Sunday.

(b) Notwithstanding the provisions of paragraph *(a)* of this subclause an employee who absents himself from his place of employment on the work-day immediately preceding or following a paid statutory public holiday referred to in this clause shall forfeit his right to be paid for such public holiday unless his absence is with the permission or condonation of the employer.

(c) Any employee who is aggrieved by the application to him of the provisions of paragraph *(b)* of this subclause may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision, he may appeal thereagainst to the National Council whose decision shall be final.

(d) 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.

(e) Where any statutory public holiday falls on a Saturday such Saturday does not become a paid holiday for an employee who does not normally work on a Saturday.

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

(a) remuneration at a rate of not less than his hourly wage for each hour or part of an hour worked up to eight hours; and
(b) double his hourly wage for each hour or part of an hour worked in excess of eight hours on such day.

(3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday

vakansiedag werk, besoldig word soos voorgeskryf in klousule 8 (3) van hierdie Hoofstuk.

(4) As 'n werkgewer sy bedryfsinrigting wil sluit op 'n ander statutêre openbare vakansiedag as die in subklousule (1) *(a)* bedoel, moet hy—

(a) vakleerlinge die besoldiging betaal wat hulle sou ontvang het as hulle op sodanige dag gewerk het;

(b) indien hy minstens drie uur voor die gewone uitskeityd op die laaste werkdag voor sodanige openbare vakansiedag, op 'n plek wat vir sy werknemers geredelik toeganklik is, 'n kennisgewing vertoon het waarin die tydperk gemeld word wat werknemers, uitgesonderd dié wie se besoldigingsgrondslag in paragraaf *(a)* van hierdie subklousule voorgeskryf word, nie hoef te werk nie—

(i) vakmanne minstens R2 vir sodanige statutêre vakansiedag betaal;

(ii) alle ander werknemers nie elders in hierdie subklousule bedoel nie, minstens een vyftiende van die weekloon betaal;

(c) as hy sy bedryfsinrigting sluit sonder om die kennisgewing te vertoon soos in paragraaf *(b)* van hierdie subklousule bepaal al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle hul gewone ure op daardie dag van die week gewerk het.

(5) 'n Werkgewer wat van 'n vakman vereis om te werk op 'n statutêre openbare vakansiedag waarop sy bedryfsinrigting ingevolge subklousule (4) *(b)* hiervan gesluit is, moet sodanige vakman R4 betaal, plus die besoldiging wat hy ingevolge klousules 4 en 8 van hierdie Hoofstuk sou betaal het vir werk op 'n gewone werkdag.

KLOUSULE 10—SONDAGWERK

(1) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer òf—

(a) die werknemer—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; òf

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n werkdag werk, naamlik die grootste bedrag; òf

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, en hom binne sewe dae vanaf sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige dag verlof sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

KLOUSULE 11—KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluidende bepalings in hierdie Ooreenkoms, kan 'n werkgewer sy werknemer korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapte 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 werkgewer hom voor of op 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 werkgewer 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 vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgewer nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) van hierdie klousule bepaal.

(3) 'n Werknemer mag nie op 'n korttydgrondslag geplaas word nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag, of Gesinsdag.

(4) 'n Werknemer mag nie op Setlaarsdag op 'n korttydgrondslag geplaas word nie, tensy—

(a) die meerderheid van die werknemers in die bedryfsinrigting korttyd wil werk; of

(b) korttyd op die dag voor of na sodanige openbare vakansiedag gewerk word; of

(c) sodanige statutêre openbare vakansiedae op 'n dag van die week val waarop die werknemers van 'n bedryfsinrigting ook op 'n korttydgrondslag geplaas is in die week onmiddellik voor dié waarin die statutêre openbare vakansiedag val.

(5) 'n Vakleerling mag nie op 'n korttydgrondslag geplaas word nie, behalwe met die goedkeuring van die Registrateur van Vakleerlinge.

an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 8 (3) of this Chapter.

(4) If an employer wishes to close his establishment on any statutory public holiday other than those referred to in subclause (1) *(a)*, he shall—

(a) pay apprentices the remuneration they would have received if they had worked on such day;

(b) if he had displayed not later than three 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 subclause, 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 subclause, not less than one fifteenth of a week's wages;

(c) if he closes his establishment without displaying the notice in terms of paragraph *(b)* of this subclause, 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 subclause (4) *(b)* hereof, shall pay such journeyman R4 plus the remuneration he would pay in terms of clauses 4 and 8 of this Chapter for work on a normal working day.

CLAUSE 10—SUNDAY WORK

(1) 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 of 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 of 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 leave 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 day's leave worked his average ordinary working hours for that day of the week.

CLAUSE 11—SHORT-TIME

(1) Subject to the provisions of subclause (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 owing 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 subclause (1) of this clause.

(3) An employee may not be placed on short-time on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day or Boxing Day.

(4) An employee shall not be placed on short-time on Settlers' Day unless—

(a) the majority of the employees of the establishment wish to work short-time; or

(b) short-time is worked on the day preceding and the day succeeding such public holiday; or

(c) such statutory public holiday falls on a day of the week on which the employees of an establishment were also placed on short-time in the week immediately preceding that in which the statutory public holiday falls.

(5) An apprentice may not be placed on short-time except with the approval of the Registrar of Apprenticeship.

KLOUSULE 12—SKOFWERK

Die volgende bepalings is op skofwerk in voertuigbakbouinrigtings van toepassing:

(a) 'n Gewone skof mag nie langer as nege en 'n kwart uur duur nie.

(b) Minstens agt uur moet verloop tussen agtereenvolgende skofte van 'n werknemer.

(c) Waar 'n werknemer tussen 18h00 and 0600 werk, moet sy werkgewer hom sy gewone besoldiging betaal, plus 10 persent vir elke uur of deel van 'n uur tussen hierdie tye gewerk.

(d) Behoudens die voorbehoudsbepaling van klousule 5 (3) van hierdie Hoofstuk, word tyd gewerk deur 'n werknemer na voltooiing van sy gewone skof geag oortyd te wees en moet hy in ooreenstemming met die skale voorgeskryf in genoemde klousule daarvoor besoldig word.

(e) Geen skofte mag tussen 06h00 op Saterdag en 06h00 op Maandag gewerk word nie.

KLOUSULE 13—VERSKAFFING VAN OORPAKKE

(1) Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, drywers of algemene werkers, aan die begin van elke jaarlikse dienssiklus drie eerstegraadoorpakke gratis verskaf.

(2) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf in ooreenstemming met regulasies B6 en C20 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(3) Die werkgewer bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

KLOUSULE 14—VERSKAFFING VAN GEREEDSKAP

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

Elektriese en/of druklugboormasjiene;
banke en bankskroewe;
domkragte en bokke;
skuurwiele;
katrolstelle of hyskrane;
ghriesspuite of ander ghriesapparaat;
verlengligte met 'n maksimum van een gloeilamp per maand;
poets- of sweetlappe;
middels vir die skoonmaak van olierige onderdele;
ystersaaglemme, vyle van 203 mm en langer;
een werktuigkundige se wieg vir elke vakmanmotorwerktuigkundige wat in die werkgewer se werkwinkel werksaam is;
stoffeernaaimasjiene;
tapbouttrekkers;
bore van meer as 9,525 mm;
ruimers van alle groottes;
skroefsnygereedskap;
stokke en snymoere en snytappe;
blaaslampe;
alle spesiale moersleutels;
hamers van 1 361 g en swaarder;
Stillson-moersleutels van meer as 305 mm;
wringyster;
groot soldeerboute;
klinknaelstelle;
klepbeddingfrese;
klepslypmengsel;
mikrometers;
hidrometers en elektriese toets- en defekopsporingsapparaat;
grofsmidsgereedskap;
en ander stukke gereedskap wat gewoonlik deur werkgewers verskaf word.

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

(3) 'n Werkgewer kan van elk van sy vakmanne vereis om sy eie gereedskap te verskaf vir gebruik by sy werk.

(4) Waar 'n vakman sy eie gereedskap ingevolge subklousule (3) verskaf, moet sy werkgewer hom, benewens sy gewone besoldiging, 'n gereedskapstoelae soos volg betaal:

(a) 25c per week in die geval van spuitverwers; en

(b) R1,00 per week in die geval van alle ander vakmanne:

Met dien verstande dat die gereedskap wat die vakman verskaf in ooreenstemming is met 'n lys wat deur die Raad goedgekeur is.

(5) 'n Vakleerling wat sy eie gereedskap gebruik terwyl hy in diens is, moet, benewens sy gewone besoldiging, R1,00 per week betaal word, behalwe in die geval van 'n vakleerlingspuitverwer wat, benewens sy gewone besoldiging, 25c per week betaal moet word.

(6) Elke werkgewer moet die gereedskap wat elk van sy vakmanne

CLAUSE 12—SHIFT WORK

The following provisions shall apply to shift work in vehicle body building establishments:

(a) No normal shift shall exceed nine and one-quarter hours.

(b) Not less than eight hours shall elapse between successive shifts on any employee.

(c) Where an employee is employed between 18h00 and 0600, his employer shall pay him at his ordinary rate of remuneration plus 10 per cent for each hour or part of an hour worked between these times.

(d) Time worked by an employee after the completion of his normal shift, shall, subject to the proviso to clause (3) of this Chapter be regarded as overtime and be paid for in acccordance with the rates prescribed in the said clause.

(e) No shifts shall be worked between 06h00 on Saturday and 06h00 on Monday.

CLAUSE 13—SUPPLY OF OVERALLS

(1) Every employer shall supply, free of charge, to each of his employees, other than chars, watchmen, drivers or general workers three first-grade overalls at the beginning of each yearly cycle of employment.

(2) Employers shall provide their employees free of charge with articles of personal protective equipment and clothing in accordance with regulations B6 and C20 of the Factories, Machinery and Building Work Act, 1941.

(3) The employer remains the owner of any item supplied by him free of charge to an employee in terms of this clause.

CLAUSE 14—SUPPLY OF TOOLS

(1) 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;
grease guns or other greasing apparatus;
extension lights with a maximum of one globe per month;
waste or sweat rags;
means of cleaning greasy parts;
hacksaw blades;
203 mm 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 9,525 mm;
reamers of all sizes;
screwing tackles;
stocks and dies and taps;
blow lamps;
all special spanners;
hammers of 1 361 g and over;
Stillson wrenches over 305 mm;
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.

(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) An employer may require each of his journeymen to supply his own tools for use in the course of his work.

(4) Where journeymen supply their own tools in terms of subclause (3), employers shall pay to such journeymen in addition to the normal remuneration a tool allowance as follows:

(a) 25c per week in the case of spraypainters; and

(b) R1 per week in the case of all other journeymen:

Provided that the tools supplied by journeymen are in accordance with a list approved by the Council.

(5) An apprentice who uses his own tools in the course of his employment must be paid R1 per week in addition to his normal remuneration except in the case of an apprentice spraypainter who must be paid 25c per week in addition to his normal remuneration.

(6) Every employer shall insure the tools provided by each of his

en vakleerlinge self verskaf tot 'n maksimum van R250 per werknemer verseker teen verlies weens brand, of diefstal tydens inbraak met geweld op sy perseel.

(7) Enige verlies weens brand of diefstal, soos in subklousule (6) bedoel, van meer as R250 per werknemer moet deur die betrokke werknemer gedra word.

(8) As enige van die gereedskap wat deur 'n vakman of vakleerling verskaf is, verlore raak of om 'n ander rede as dié in subklousule (6) bedoel, nie beskikbaar is nie, moet die betrokke vakman of vakleerling sodanige gereedskap op eie koste vervang, vernuwe of opknap.

(9) As enige vakman of vakleerling versuim om sodanige gereedskap te vervang, te vernuwe of op te knap, het sy werkgewer die reg om op te hou met die betaling van die gereedskapstoelae wat in subklousules (4) en (5) voorgeskryf word totdat die betrokke vakman of vakleerling aan subklousule (8) voldoen.

(10) Die werkgewer moet in elke bedryfsinrigting waarin vakmanne of vakleerlinge in diens is, 'n afskrif van die lys in subklousule (4) bedoel, vertoon op 'n plek wat maklik vir sy werknemers toeganklik is.

(11) Vakmanne of vakleerlinge wat minder as 23 uur per week werk, is nie op 'n gereedskapstoelae vir daardie week geregtig nie.

(12) Die gereedskapstoelaes wat in hierdie klousule bedoel word, moet gelyktydig met die betaling van die vakmanne of vakleerlinge se lone betaal word en geen werkgewer mag van 'n vakman of vakleerling vereis of hom toelaat om die totaal of 'n gedeelte van enige gereedskapstoelae aan hom terug te betaal nie en hy mag ook niks doen of laat doen of toelaat dat iets gedoen word wat regstreeks of onregstreeks daartoe lei dat 'n vakman of vakleerling die voordeel of 'n gedeelte van die voordeel van sodanige toelae ontneem word nie, behalwe soos in subklousules (9) en (11) bepaal.

(13) Die gereedskap in subklousules (3), (4), (5), (6), (8) en (10) van hierdie klousule bedoel, is dié wat in Aanhangsel F van hierdie Ooreenkoms vir die betrokke kategorie werknemer voorkom.

DEEL II

Klousule 1—Toepassingsbestek

Benewens Deel I van hierdie Hoofstuk is hierdie Deel, behoudens klousule 2 hiervan, van toepassing op voertuigbakbouinrigtings wat vir die doel by die Raad geregistreer is.

Klousule 2—Registrasie van Bedryfsinrigting

(1) Elke werkgewer wat van herhalingsproduksiemetodes by voertuigbakbou gebruik maak, moet, indien hy een van of al die grade werkmanne soos in klousule 3 van hierdie Deel omskryf in diens wil neem, by die Raad of deur die Streekraad vir sy Gebied aansoek doen om as sodanig geregistreer te word en wel in sodanige vorm as wat die Raad voorskryf.

(2) Die Raad moet, ná oorweging van sodanige aansoek, die betrokke bedryfsinrigting na goeddunke registreer op sodanige voorwaardes en vir sodanige tydperk as wat hy bepaal en 'n sertifikaat in dier voege uitreik waarin onder meer die grade werkmanne vermeld word dat dié bedryfsinrigting in diens mag neem.

(3) Die Raad kan te eniger tyd om 'n afdoende rede 'n sertifikaat wat ingevolge subklousule (2) uitgereik is, intrek of die voorwaardes daarvan wysig, en die werkgewer moet, as dit skriftelik van hom vereis word, die sertifikaat binne 10 dae ná ontvangs van sodanige kennisgewing regstreeks aan die Raad terugbesorg of, indien hy dit verkies, deur die Streekraad.

(4) Tensy hy aldus geregistreer en wettiglik in besit is van genoemde sertifikaat, mag geen werknemer enigeen van die grade werkmanne in hierdie Deel omskryf in diens neem nie, en hy mag ook nie enigeen van die grade werkmanne in diens neem nie behalwe dié wat in daardie sertifikaat gemeld word.

Klousule 3—Woordomskrywing

Vir die toepassing van Hoofstuk II, Deel II, beteken—

(1) „skoonmaakster" 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte uitvoer;

Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;

tee of soortgelyke dranke berei en/of opdien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

(2) „vakman" '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, 1944, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

(b) in besit is van 'n Graad A-lidmaatskapkaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union uitgereik is; of

journeymen and apprentices against loss through fire at or theft by forced entry into his premises up to a maximum of R250 per employee.

(7) Any loss through fire or theft of the nature referred to in subclause (6) in excess of R250 per employee shall be borne by the employee concerned.

(8) In the event of any of the tools provided by a journeyman or apprentice being lost, missing or not available for any reason other than those referred to in subclause (6), the journeyman or apprentice concerned shall replace, renew or recondition such tools at his own expense.

(9) If any journeyman or apprentice fails to replace, renew or recondition such tools, his employer shall have the right to discontinue payment of the tool allowance provided for in subclauses (4) and (5) until such time as the journeyman or apprentice concerned complies with the provisions of subclause (8).

(10) In every establishment in which journeymen or apprentices are employed, the employer shall cause to be displayed, in a place readily accessible to his employees, a copy of the list referred to in subclause (4).

(11) Any journeyman or apprentice who works less than 23 hours in any one week shall not be entitled to any tool allowance in respect of that week.

(12) The tool allowances referred to in this clause shall be paid at the same time as the journeyman's or apprentice's wages are paid, and no employer shall require or permit any journeyman or apprentice to repay him the whole or any part 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 journeyman or apprentice is deprived of the benefit or any part of the benefit of such allowance, save as provided in subclauses (9) and (11).

(13) The tools referred to in subclauses (3), (4), (5), (6), (8) and (10) of this clause are the tools listed for the category of employee concerned in Annexure F to this Agreement.

PART II

Clause 1—Scope of Application

In addition to the provisions of Part I of this Chapter the provisions of this Part shall, subject to clause 2 hereof, apply to vehicle body buidling establishments registered for the purpose by the Council.

Clause 2—Registration of Establishment

(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 subclause (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 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

For the purposes of Chapter II, Part II—

(1) "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;

(2) "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, 1944, 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 Combined Workers' Union; or

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is; of

(d) in besit is van 'n identiteitskaart wat deur die Streekraad uitgereik is;

(3) „algemene werker, Graad I"—

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte uitvoer:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

raamklampe, G-klampe, skarnierhefboomklampe en batteryvashouerklampe aanbring en verwyder;

trapfietse met hulpmotore en motorfietse met hulptrappe inmekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingstrokies bymekaarmaak, verpak en massameet;

identifikasiemerke op goedere nagaan en/of aanteken;

rantsoene gaarmaak;

optel en die resultaat aanteken;

gedrukte standaardvorms in alfabetiese, numerieke, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer;

gereedskap en/of uitrusting uitreik aan en/of van gereedskapkamer ontvang en 'n register van sodanige gereedskap byhou;

geboue, heinings, installasie en uitrusting slegs vir onderhoudsdoeleindes verf;

palette verf;

identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;

aantekeninge maak op bakke vir kaarte;

palette herstel;

aanknipbaklyswerk verwyder;

ruwe kapwerk;

sand- of haelstraling;

goedere uitkies en in bakke plaas;

goedere sorteer en die resultaat aanteken;

massameet en die resultaat aanteken;

(b) behoudens klousule 23 van Afdeling A wat die minimum weekloon vir die dryf van voertuie vasstel, 'n werknemer wat benewens die verrigting van enige van die pligte in paragraaf *(a)* van hierdie woordomskrywing opgenoem, ook voertuie kan dryf;

(4) „Algemene werker Graad II"—

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte uitvoer:

Gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakke aanbring;

kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

hulp op afleweringswaens verleen;

ketels bedien;

goedere dra;

buitebande sementeer;

met die hand, 'n borsel, masjien of bytmiddel skoonmaak, of ghries verwyder;

vorms skoonmaak;

bale, kiste of ander pakke toemaak of oopmaak;

reserwedele volgens werkgewer se bestelling afhaal;

mengwerk verrig in verband met die verf van motorvoertuie;

goedere, briewe of boodskappe te voet, per fiets, driewiel of handvoertuig vervoer;

buitebande opsny;

grond vir fondamente, riole en slote uitgraaf en/of verwyder;

rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;

houers leegmaak;

selle van batterye vir inspeksie uithaal;

bakvulsel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende onderdele, soldeersel of sweiswerk aan nuwe dele en plaatmetaal wat vir duikklopwerk gebruik is af- of gelyk vyl;

vure in oonde aansteek en stook en afval uit oonde verwyder;

binnebandvorms en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;

registrasienommerplate aanbring aan en/of verwyder van voertuie;

posstukke frankeer;

tuinwerk verrig;

masjinerie, met inbegrip van draaibanke en bogrondse asaandryfstelsel, smeer en olie terwyl dit stilstaan;

onderdele, materiaal en/of gereedskap onder toesig van 'n werknemer in 'n hoër loongroep vashou en dele en materiaal in posisie plaas;

materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;

voertuie laai en aflaai;

(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951; or

(d) is in possession of an identity card issued by the Regional Council;

(3) "general worker, Grade I," means—

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

assembling and/or repairing motor-assisted pedal cycles and pedal assisted motor cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

checking and/or recording identification marks on goods;

cooking rations;

counting and recording the result;

filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;

issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;

painting buildings, fences, plant and equipment for maintenance purposes only;

painting pallets;

recording and/or checking identification marks on goods and registration numbers of vehicles;

recording on bin cards;

repairing pallets;

removing clip-on body mouldings;

rough cutting;

sand or shot blasting;

selecting and placing goods into bins;

sorting goods and recording the result;

mass-measuring and recording the result;

(b) subject to the provisions of clause 23 of Division A which fixes the minimum weekly wage for driving vehicles, an employee who in addition to performing any of the duties enumerated in paragraph *(a)* of this definition, may also drive vehicles;

(4) "general worker, Grade II," means—

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;

applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dustproofing and/or water-proofing;

assisting on delivery vans;

attending to boilers;

carrying goods;

cementing tyres;

cleaning by hand, brush, machines, pickling or degreasing;

cleaning moulds;

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;

cutting tyres;

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 panel beaten;

firing and loading ovens and furnaces and removing refuse from furnaces;

fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres is moulds thereafter;

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 materials previously recorded by storekeepers;

loading and unloading vehicles;

kratte maak;
pakkette en/of onderdele met 'n kwas of sproeispuit of rubberstempel merk en/of sjabloneer;
maskeerwerk verrig;
materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglasbestanddele meng nie;
goedere verskuif en/of opstapel en/of uitpak;
goederehysers en briefkopieer- of afrolmasjiene bedien;
verfwerk met 'n kwas en/of sproeispuit verrig aan asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens;
verfwerk met 'n kwas aan voor- en agterstampers, wiele van handelsvoertuie of busonderstelle verrig; ruwe waterdigtingsverf aan seildoek aanbring; grofverfwerk aan die binnekant van motorbakke verrig;
poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;
vorms poleer;
voedsel voorberei wat gaargemaak moet word;
metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;
pik van batterye verwyder;
binnebandvorms en seksiesakke heelmaak;
vulsel, grondlaag en stopverf af- of gelyk vryf;
skuurwerk verrig;
vorms vasskroef;
batterye verseël;
skaafsels in gietblokvorms smelt;
materiaal roer;
buitebande stroop;
klapperhaar en perdehaar pluis;
buitebande afwerk;
vorms met was bestryk;
goedere toedraai;
adresse van fakture of verpakkingstrokies afskryf;

(b) met betrekking tot voertuigbakbouinrigtings, 'n werknemer wat, benewens die verrigting van enige van die werksaamhede in paragraaf *(a)* van hierdie omskrywing opgenoem, enige van die volgende pligte kan verrig:
Alle tipes snellosklampe aansit of verwyder;
yster of ander metale of materiaal skuur of fynskuur, uitgesonderd presisiewerk;
lood opwarm en indompel;
hyskrane of bokkrane bedien, uitgesonderd hyskrane of bokkrane met kajuitbediening;
knegboute verwyder; klinknaels verhit; sand- en of haelstraling;
slaan; vere wat uit voertuie verwyder is, uitmekaarhaal;
skroefkoppe of boute of soortgelyke uitstaande of versteekte dele aan nuwe voertuie deur middel van 'n kwas met verf bywerk;

(5) ,,masjiensteller" 'n werknemer wat masjiengereedskap en perse, uitgesonderd gereedskap of draaibanke wat vir die masjinering van remtrommels, remskywe, vliegwielvlakke of drukplate gebruik word, regstel en/of stel;

(6) ,,werkman graad AV" 'n werknemer wat hoofsaaklik of uitsluitlik metaal en/of ander materiale aanwend en/of aanveeg en wat glas deur middel van selfseëlseksies monteer; en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(7) ,,werkman graad BV" 'n werknemer wat hoofsaaklik of uitsluitlik op 'n herhalingsgrondslag sweiswerk of sweissoldeerwerk verrig aan plate, stroke en stukke volgens 'n setmaat en/of aan dele wat so gevorm en/of so geplaas is dat 'n setmaat nie nodig is nie, en/of met 'n profielsnymasjien snywerk doen;

(8) ,,werkman graad CV" 'n werknemer wat hoofsaaklik of uitsluitlik onder toesig van 'n vakman of vakleerling met nog hoogstens vier jaar om uit te dien, die volgende werk verrig:
Monteerwerk doen deur gate in die betrokke materiaal te boor waar nodig, deur onderdele aanmekaar te bout en/of met klinknaels vas te sit en/of vas te skroef en/of deur middel van hegsweiswerk aanmekaar te voeg;
lampe in posisie plaas, met inbegrip van die verlenging of verkorting van die elektriese koord, soos nodig, vanaf 'n tydelike posisie of 'n posisie wat deur die montering van 'n bak ongeskik gemaak word;
instrumentpanele, waaronder elektriese verbindings, skakelborde, stuwingstenks 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;
kabels in nuwe motoronderstelle, nuwe sleepwa-onderstelle of nuwe sleepwakaravane deur middel van knippe of boute, installeer en vassit;

making crates;
marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;
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 lift and letter copying or duplicating machines;
Painting, by brush and/or gun, axles, brake drums, chassis and underside of vehicle bodies and of trailers;
painting by brush front and rear bumbers, wheels of commercial vehicles or bus chassis; rough waterproofing paint on canvas; rough stuff to inside of vehicle bodies;
polishing by hand or machine in connection with the painting of motor vehicles;
polishing moulds;
preparing food for cooking;
pre-treating metal by chemical process in panel beating establishments;
removing pitch from batteries;
repairing curing tubes and sectional bags;
rubbing down of filing, primer and putty;
sandpapering;
screwing down moulds;
sealing batteries;
smelting of shavings into ingot forms;
stirring materials;
stripping tyres
teasing coir and horsehair;
trimming tyres;
waxing moulds;
wrapping of goods;
writing of addresses copied from invoices or packing slips;

(b) in relation to vehicle body building establishments, an employee who, in addition to performing any of the duties enumerated in paragraph *(a)* of this definition, may perform any of the following duties;

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;

(5) "machine-setter" means an employee who adjusts and/or sets machine tools and presses, other than tools or lathes used for machining brake drums, brake discs, fly-wheel facings or pressure plates;

(6) "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; and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(7) "operative, Grade BV," means an employee engaged mainly or exclusively on a repetitive basis in welding or brazing plates, sheets and sections in jigs, and/or welding or brazing parts so formed and/or located as to obviate the need for a jig, and/or cutting with a profile cutting machine;

(8) "operative, Grade CV," means an employee mainly or exclusively engaged under the supervision of a journeyman or apprentice with not more than four years to serve, on—
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 cables commercial vehicle chassis received for bodying, removing for safe-keeping instrument panels, including electrical connections, switchboards, 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;

kabels verbind aan ligpunte of -toebehore wat reeds in posisie geplaas is;
sitplek- en sitplekrugleuningoortreksels met die hand of 'n masjien vasstik of vasryg;
ribbe en kussings met die hand opstop en afsluit;
hout volgens vooraf gestelde lengtes of diktes masjineer;
houtonderdele op houtwerkmasjiene volgens setmate of stuiters masjineer;
materiaal volgens vooraf gestelde afmetings sny;
alle materiale volgens patrone of patroonplate met die hand of 'n voorafgestelde masjien onder toesig van 'n vakman of vakleerling afmerk en sny, buig, fatsoeneer en/of afdig, met inbegrip van, waar nodig, eendoel klampe aan die betrokke masjiene vassit;
met betrekking tot die meng van veselglasoplossings en/of harse, die vasstelling volgens formulekaarte wat vir daardie doel verskaf is, van die hoeveelhede bestanddele wat nodig is, asook die meet van hierdie materiale deur middel van houers met graadverdeling, en ook mengwerk;
die gebruik van eenvoudige lengtemeettoestelle en van kombinasiewinkelhake;
en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(9) ,,werkman graad DV" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende werk doen:
Enige onderlaag of verf met behulp van 'n kwas en/of sproeispuit 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 vooraf bepaalde formule vir die voorbehandeling van metale in chemiese baddens;
en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(10) ,,werkman graad VL" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:
Klaar gemengde verf aanwend aan uitrusting, vaste toebehore, of installasie wat nie vir verkoop bedoel is nie;
artikels en/of komponente inmekaarsit waar geen montering nodig is nie;
'n vakman of 'n vakleerling met minstens een jaar ondervinding help met die installering en/of in posisie kram van elektriese kabels vir binneverligting of toebehore, of met die vassit van selfrigtende matryse by die stel van masjiene;
drade afstroop en kabelente vassit;
veselglasdele volgens patrone of patroonplate sny;
metaal of ander materiale saag of knip met 'n yster- of sirkelsaag of wrywingsnyer volgens stuiters of setmate of volgens merke wat deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien, of werkman graad CV, op materiale aangebring is;
met eendoelmasjiene, setmate of patroonplate—hand of masjien—buig en/of fatsoeneer, maar nie opstel van masjien nie;
in emalje en/of verf indompel;
boorwerk maar nie presisiewerk nie;
boute wat die bak vashou en/of boute wat sitplekke vassit, insit en/of vasdraai en/of losdraai;
onderdele uit vooraf gemengde plastiekstowwe en veselglas in vooraf gefatsoeneerde gietvorms maak;
afmerkwerk;
volgens stuiters, setmate, matryse of patroonplate—met die hand of masjien—pers en/of inkeep, maar uitgesonderd die stel van setmate of matryse;
met die hand of masjien volgens vooraf gestelde stuiters, merke, setmate of patroonplate pons en wel onder die toesig van 'n vakman of 'n vakleerling met minstens een jaar ondervinding;
inslaan van klinknaels;
ruwe afsaag van materiale met enige krag- of handbediende saagtoestel, uitgesonderd 'n kragguillotine, nadat die materiale deur 'n vakman, vakleerling wat nog hoogstens vier jaar moet uitdien of 'n werkman graad CV uitgemerk is;
draad insny en/of tapwerk deur middel van draadsny- of tapmasjiene of hegstukke;
punt- of weerstandsweising aan subsamestelwerk met komponente in eendoelsetmate of -setklemme;
met die hand draad in boute sny of gate of moere tap;
'n vooraf gestelde oksiasetileentoestel vir ruwe snywerk gebruik.

Klousule 4—Werknemers

(1) Behoudens die onbeperkte reg van 'n bedryfsinrigting wat ingevolge hierdie Deel geregistreer is, om kantoor-, pakhuis-, verkoopswerknemers en klerke in diens te neem en om vakleerlinge en kwekelinge ingevolge klousule 1 (2) van Afdeling A van hierdie Ooreenkoms in diens te neem, is die klasse werknemers in so 'n bedryfsinrigting beperk tot dié wat in die Bylae van klousule 5 gemeld word.

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 or 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 templets 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 fibreglass solutions and/or resins, determining from formula charts provided for the purpose, the quantities of constituent materials required, measuring these materials by means of graduated vessels and mixing;
using simple linear measuring devices and/or combination squares;
and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(9) "operative, Grade DV," means an employee mainly or exclusively engaged in:
Applying by brush and/or spray gun any primer or print 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;
and who may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates;

(10) "operative, Grade VL," means an employee mainly or exclusively engaged on—
applying ready mixed paint to equipment, fixtures or to plant which is not for sale;
assembling articles and/or components where no fitting is required;
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 fibreglass parts to patterns or templets;
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 templets—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 and fibreglass in preformed moulds;
marking off;
pressing and/or notching to stops, jigs, dies or templets—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 templets under the supervision of a journeyman or an apprentice of not less than one year's experience;
rivet striking;
rough cutting of materials with any power or hand-operated cutting device, excluding a power guillotine, 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 subassembly 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 4—Employees

(1) Subject to the unrestricted right of an establishment registered under this Part to employ office, stores sales and clerical employees and to employ apprentices and trainees in terms of clause 1 (2) of Division A of this Agreement, the classes of employees in such an establishment shall be limited to those listed in the Schedule to clause 5.

(2) Minstens een vakman moet deur 'n werkgewer in diens geneem word in elke seksie van die werksaamhede van 'n voertuigbakbouinrigting waarin werkmangrade, uitgesonderd graad VL, in diens is.

(3) Hoogstens altesaam 15 werkmanne grade AV, BV, CV en DV mag in diens geneem word vir elke vakman wat in 'n voertuigbakbouinrigting diens verrig.

KLOUSULE 5—LONE

(1) *Minimum loon.*—Behoudens subklousule (2) van hierdie klousule, is die minimum loon wat 'n werkgewer aan elkeen van sy werknemers van ondergenoemde klasse moet betaal dié wat hieronder uiteengesit word en geen werknemer mag 'n loon aanneem wat laer is as die wat vir sy klas voorgeskryf word nie.

(2) *Bonus vir stelwerk.*—Die minimum weeklikse tariewe wat in Deel B hieronder voorgeskryf word, moet met R5 per week verhoog word indien die werknemer te eniger tyd in die loop van sy pligte die masjien(e) wat hy bedien, stel en regstel.

BYLAE

DEEL A—DIVERSE

Klas werknemer	*Loon per week (Alle gebiede)*
	R
Skoonmaakster	20,24 (44c per uur)
Vakman	100,28 (R2,18 per uur)
Algemene werker:	
Graad I	28,98 (63c per uur)
Graad II	27,14 (59c per uur)
Werkman graad BV—	
gedurende eerste ses maande ondervinding	35,42 (77c per uur)
daarna	46,00 (R1,00 per uur)
Werkman graad VL	28,06 (61c per uur)
Masjiensteller—	
gedurende eerste jaar ondervinding	29,44 (64c per uur)
gedurende tweede jaar ondervinding	35,42 (77c per uur)
daarna	67,16 (R1,46 per uur)

DEEL B—WERKMANNE

Klas werknemer	*Loon per week (Alle gebiede)*
	R
Werkman graad AV—	
gedurende eerste ses maande ondervinding	29,44 (64c per uur)
daarna	30,36 (66c per uur)
Werkman graad CV—	
gedurende eerste ses maande ondervinding	30,36 (66c per uur)
daarna	35,88 (78c per uur)
Werkman graad DV—	
gedurende eerste ses maande ondervinding	32,66 (71c per uur)
daarna	35,88 (78c per uur).

(3) Vir die toepassing van hierdie klousule beteken ,,ondervinding" die totale tydperk of tydperke diens van 'n werknemer by òf sy huidige òf 'n ander werkgewer in die bepaalde beroep waarin hy werksaam is.

HOOFSTUK III

VERVAARDIGINGSINRIGTINGS

KLOUSULE 1—TOEPASSINGSBESTEK EN REGISTRASIE

(1) Hierdie Hoofstuk en die hele Afdeling A van hierdie Ooreenkoms is van toepassing op vervaardigingsinrigtings wat as sodanig by die Raad geregistreer is: Met dien verstande dat waar Afdeling A strydig is met hierdie Hoofstuk laasgenoemde geldig is en voorkeur geniet.

(2) *(a)* Aansoek om registrasie as 'n vervaardigingsinrigting vir die toepassing van hierdie Hoofstuk moet deur die werkgewer by die Raad of die Streekraad wat regsbevoegdheid het, gedoen word in die vorm wat voorgeskryf word, en die Raad kan die betrokke bedryfsinrigting na goedvinde registreer vir dié tydperk en op dié voorwaardes wat hy bepaal, en die Raad moet die werkgewer van 'n sertifikaat met dié strekking voorsien.

(b) Die Raad kan te eniger tyd 'n sertifikaat wat kragtens paragraaf *(a)* van hierdie subklousule uitgereik is, intrek of wysig, en die werkgewer moet, wanneer dit skriftelik van hom vereis word, die sertifikaat aan die Raad terugstuur binne 10 dae na ontvangs van sodanige skriftelike kennisgewing.

(2) At least one journeyman shall be employed by an employer on each section of operations in a vehicle body building establishment on which any operative grades other than Grade VL are employed.

(3) Not more than 15 operatives, Grades AV, BV, CV and DV, in the aggregate shall be employed for each journeyman employed in a vehicle body building establishment.

CLAUSE 5—WAGES

(1) *Minimum wage.*—Subject to the provisions of subclause (2) of this clause, 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.

(2) *Setting bonus.*—The minimum weekly rates prescribed in Part B of the Schedule hereunder shall be increased by R5 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

SCHEDULE

PART A—MISCELLANEOUS

Class of employee	*Wages per week (All areas)*
	R
Char	20,24 (44c per hour)
Journeyman	100,28 (R2,18 per hour)
General worker:	
Grade I	28,98 (63c per hour)
Grade II	27,14 (59c per hour)
Operative, Grade BV—	
during first six months of experience	35,42 (77c per hour)
thereafter	46,00 (R1,00 per hour)
Operative, Grade VL	28,06 (61c per hour)
Machine setter—	
during first year of experience	29,44 (64c per hour)
during second year of experience	35,42 (77c per hour)
thereafter	67,16 (R1,46 per hour)

PART B—OPERATIVES

Class of employee	*Wages per week (All areas)*
	R
Operative, Grade AV—	
during first six months of experience	29,44 (64c per hour)
thereafter	30,36 (66c per hour)
Operative, Grade CV—	
during first six months of experience	30,36 (66c per hour)
thereafter	35,88 (78c per hour)
Operative, Grade DV—	
during first six months of experience	32,66 (71c per hour)
thereafter	35,88 (78c per hour)

(3) "Experience" for the purposes of this clause shall mean 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.

CHAPTER III

MANUFACTURING ESTABLISHMENTS

CLAUSE 1—SCOPE OF APPLICATION AND REGISTRATION

(1) The provisions of this Chapter and all the provisions of Division A of this Agreement shall apply to manufacturing establishments registered as such by the Council: Provided that where the said provisions of Division A are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) (a) 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.

(b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph *(a)* of this subclause and the employer shall, when so required, in writing, return the certificate to the Council, within 10 days after receipt of such written notification.

(c) 'n Werkgewer wie se vervaardigingsinrigting nie ingevolge paragraaf *(a)* van hierdie subklousule geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan die bepalings van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.

KLOUSULE 2—WOORDOMSKRYWING

Vir die toepassing van hierdie Hoofstuk beteken—

(1) „skoonmaakster" 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte verrig:

Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;

tee of soortgelyke dranke berei en/of opdien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

(2) „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 of inmerk en met die hand of masjien een of meer lae materiaal sny volgens die buitelyne wat aldus met kryt af- of ingemerk is;

(3) „snyer" 'n werknemer wat hoofsaaklik of uitsluitlik patrone of patroonplate maak;

(4) „vakman" '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, 1944, of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

(b) in besit is van 'n Graad A-lidmaatskapkaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union uitgereik is; of

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is; of

(d) in besit is van 'n identiteitskaart wat deur die Streekraad uitgereik is;

(5) „Algemene werker graad I"—

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

raamklampe, G-klampe, skarnierhefboomklampe en batteryvashouerklampe aanbring en verwyder;

trapfietse met hulpmotore en motorfietse met hulptrappe inmekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingstrokies bymekaarmaak, verpak en massameet;

identifikasiemerke op goedere nagaan en/of aanteken;

rantsoene gaarmaak;

optel en die resultaat aanteken;

gedrukte standaardvorms in alfabetiese, numerieke, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer;

gereedskap en/of uitrusting uitreik aan en/of ontvang van gereedskapkamer en 'n register van sodanige gereedskap byhou;

geboue, heinings, installasie en uitrusting slegs vir onderhoudsdoeleindes verf;

palette verf;

identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;

aantekeninge maak op bakke vir kaarte;

palette herstel;

aanknipbaklyswerk verwyder;

ruwe kapwerk;

sand- of haelstraling;

goedere uitkies en in bakke plaas;

goedere sorteer en die resultaat aanteken;

massameet en die resultaat aanteken;

(b) behoudens klousule 23 van Afdeling A wat die minimum weekloon vir die dryf van voertuie vasstel, 'n werknemer wat benewens die verrigting van enige van die pligte in paragraaf *(a)* van hierdie omskrywing opgenoem, ook voertuie kan dryf;

(6) „algemene werker graad II", met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:

Gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakkette aanbring;

kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

hulp op afleweringswaens verleen;

ketels bedien;

goedere dra;

buitebande sementeer;

met die hand, 'n borsel, masjien of bytmiddel skoonmaak, of ghries verwyder;

(c) An employer whose manufacturing establishment is not registered under paragraph *(a)* of this subclause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

CLAUSE 2—DEFINITIONS

For the purposes of this Chapter—

(1) "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;

(2) "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;

(3) "cutter" means an employee mainly or exclusively engaged in making patterns or templets;

(4) "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, 1944, 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 Combined Workers' Union; or

(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951; or

(d) is in possession of an identity card issued by the Regional Council;

(5) "general worker, Grade I," means—

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

assembling and/or repairing motor-assisted pedal cycles and pedal-assisted motor cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

checking and/or recording identification marks on goods;

cooking of rations;

counting and recording the result;

filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;

issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;

painting buildings, fences, plant and equipment for maintenance purposes only;

painting pallets;

recording and/or checking identification marks on goods and registration numbers of vehicles;

recording on bin cards;

repairing pallets;

removing clip-on body mouldings;

rough cutting;

sand or shot blasting;

selecting and placing goods into bins;

sorting goods and recording the result; mass-measuring and recording the result;

(b) subject to the provisions of clause 23 of Division A which fixes the minimum weekly wage for driving vehicles, an employee who in addition to performing any of the duties enumerated in paragraph *(a)* of this definition, may also drive vehicles;

(6) "general worker, Grade II," means, in relation to all establishments—an employee who is mainly or exclusively engaged on any of the following duties:

Affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;

applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;

assisting on delivery vans;

attending to boilers;

carrying goods;

cementing tyres;

cleaning by hand, brush, machines, pickling or degreasing;

vorms skoonmaak;
bale, kiste of ander pakke toemaak of oopmaak;
reserwedele volgens werkgewer se bestelling afhaal;
mengwerk verrig in verband met die verf van motorvoertuie;
goedere, briewe of boodskappe te voet, per fiets, driewiel of handvoertuig vervoer;
buiteband opsny;
grond vir fondamente, riole en slote uitgrawe en/of verwyder;
rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;
houers leegmaak;
selle van batterye vir inspeksie uithaal;
bakvulsel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende dele, soldeersel of sweiswerk aan nuwe dele en plaatmetaal wat vir duikklopwerk gebruik is, af- of gelyk vyl;
vure in oonde aansteek en stook en afval uit oonde verwyder;
binnebandvorms en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;
registrasienommerplate aanbring aan en/of verwyder van voertuie;
posstukke frankeer;
tuinwerk verrig;
masjinerie, met inbegrip van draaibanke en bogrondse asaandryfstelsel, smeer en olie terwyl dit stilstaan;
onderdele, materiaal en/of gereedskap onder toesig van 'n werknemer in 'n hoër loongroep vashou en onderdele en materiaal in posisie plaas;
materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;
voertuie laai en aflaai;
kratte maak;
pakkette en/of onderdele met 'n kwas of sproeispuit of rubberstempel merk en/of sjabloneer;
maskeerwerk verrig;
materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglasbestanddele meng nie;
goedere verskuif en/of opstapel en/of uitpak;
goederehysers en briefkopieer- of afrolmasjiene bedien;
verfwerk met 'n kwas en/of sproeispuit verrig aan asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens;
verfwerk met 'n kwas aan voor- en agterstampers, wiele van handelsvoertuie of busonderstelle verrig; ruwe waterdigtingsverf aan seildoek aanbring; grofverfwerk aan die binnekant van motorbakke verrig;
poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;
vorms poleer;
voedsel voorberei wat gaargemaak moet word;
metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;
pik van batterye verwyder;
binnebandvorms en seksiesakke heelmaak;
vulsel, grondlaag en stopverf af- of gelyk vryf;
skuurwerk verrig;
vorms vasskroef;
batterye verseël;
skaafsels in gietblokvorms smelt;
materiaal roer;
buitebande stroop;
klapperhaar en perdehaar pluis;
buitebande afwerk;
vorms met was bestryk;
goedere toedraai;
adresse vanaf fakture of verpakkingstrokies afskryf;

(7) ,,masjiensteller" 'n werknemer wat masjiengereedskap en perse, uitgesonderd gereedskap of draaibanke wat vir die masjienering van remtrommels, remskywe, vliegwielvlakke of drukplate gebruik word, regstel en/of stel;

(8) ,,werkman graad 1" 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:

Uitgloei- en temperwerk waar beheerde oonde en tenks gebruik word;
senterboute en klemme aan vere inmekaarsit en vasheg;
inmekaarsitwerk verrig waar geen montering vereis word nie;
ankers en veldspoele in oond bak;
drade afstroop;
buig- en/of fatsoneerwerk met die hand verrig in eendoelsetmate of -vormers;
remskoene en koppelaarplate bonderiseer;
dele met kan-kanniemate en/of toetstoestelle en/of propmate nagaan;
materiaal met die hand of 'n masjien sny en/of pons volgens stuiters, setmate, patrone, patroonplate, merke of lengtes;
in vernis, emalje of verf indompel;
draad van grootmaatvoorrade af op klein rolle draai om verkoop te word;

cleaning moulds;
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;
cutting tyres;
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 panel beaten;
firing and loading ovens and furnaces and removing refuse from furnaces;
fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;
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 materials previously recorded by storekeepers;
loading and unloading vehicles;
making crates;
marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;
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 gun, axles, brake drums, chassis and underside of vehicle bodies and of trailers;
painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis, rough waterproofing paint on canvas, rough stuff to inside of vehicle bodies;
polishing by hand or machine in connection with the painting of motor vehicles;
polishing moulds;
preparing food for cooking;
pre-treating metal by chemical process in panel beating establishments;
removing pitch from batteries;
repairing curing tubes and sectional bags;
rubbing down of filling, primer and putty;
sandpapering;
screwing down moulds;
sealing batteries;
smelting of shavings into ingot forms;
stirring materials;
stripping tyres;
teasing coir and horsehair;
trimming tyres;
waxing moulds;
wrapping of goods;
writing of addresses copied from invoices or packing slips;

(7) "machine-setter" means an employee who adjusts and/or sets machine tools and presses, other than tools or lathes used for machining brake drums, brake discs, fly-wheel facings or pressure plates;

(8) "operative, Grade 1," means an employee who is mainly or exclusively engaged on 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;
baring 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;
dispensing wire from bulk supplies onto small coils for sale;

gate boor of boorwerk met eendoelboorsetmate verrig, uitgesonderd stel- of merkwerk;
met die hand of kraggereedskap afwerk of skuur: Met dien verstande dat in alle gevalle van presisiewerk, die betrokke masjiene vooraf deur 'n vakman of vakleerling of masjiensteller gestel moet word;
asbespluismasjien voer;
outomatiese masjien voer en/of laai en/of aansit en/of aflaai en/of bedien;
sitplekoortreksels by die vervaardiging van sitplekke aanbring;
goiingstroke aan veersitpleksamestelle aanbring;
metale vyl, uitgesonderd presisiewerk;
skroef- en/of trap- en/of hand- en/of kragperswerk en/of keepwerk verrig waar dit gedoen word met vooraf gestelde setmate of stempels, maar nie setmate of stempels stel nie;
isolasiemateriaal vorm en dit aan ankers en veldspoele aanbring;
gietvorms vir batteryverbinders verhit en swart maak;
lood verhit;
visuele inspeksies uitvoer;
afmerkwerk volgens patrone of patroonplate met die hand verrig;
eendoelsplitsmasjiene bedien;
senterlose slypers bedien;
komponente onder toesig van 'n werkman-toesighouer in stelle verpak;
voorbereiding vir poleerwerk;
asbesdeeg (warm of koud) pers;
voorbehandeling van materiaal deur middel van chemiese prosesse;
gebonderiseerde remskoene en koppelaarplate proeftoets;
ruwe skuurwerk verrig waar die masjien of werk met die hand vasgehou word;
buitedraadinsnyding met die hand deur middel van stempelkoppe en/of tappe en/of skroefsnymasjiene verrig;
metaalstroke reguit en/of plat maak;
metaal, met inbegrip van klinknaels, slaan of klink; klinknaels verhit; klinkwerk verrig;
binnekronkelvere en/of veermatte deursnoer of deurryg;
onderdele en komponente stroop met die hand of met masjiene wat gewoonlik deur hierdie klas werkman gebruik word;
gedemonteerde vere stroop;
verf, kleefstowwe of erkende bitumastik- en brandwerende of roeswerende stowwe (deklae) met 'n sproeispuit of kwas aanbring aan onderdele of komponente, maar nie metaalspuitwerk verrig nie;
spoele met band toedraai;
brandstoftenks en verkoelereenhede toets;
koelvinne aan buise sny;
skroefdraad in boute sny;
oë aan hoofveerblaaie volgens setmate uitdraai;
draad met die hand of masjien van grootmaatvoorrade af op spoele, tolle, rolle, ens., uitgesonderd veldspoele, draai;
artikels vir elektroplatering bedraad;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(9) „werkman graad 2" 'n werknemer wat hoofsaaklik of uitsluitlik die volgende verrig:

Soldeer, vertin, aansweet, deurloopdraadsweiswerk, punt- en/of heg- en/of stuiksweiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvyle;
sweispunte skerpmaak maar nie herfatsoeneer nie;
sweispunte in posisie plaas;
metaalspinwerk met fatsoeneerders;
masjiene wat bedoel is of permanent aangepas is vir werk met 'n enkele gereedskapstuk en waar handbediening beperk is tot laai-, aansit-, stopsit- en aflaaiwerk, bedien maar nie stel nie;
spoele in ankergleuwe plaas of wikkel en gleuwe met wie sluit;
kommutators ondersny;
spoele fatsoeneer;
draad met die hand of 'n masjien in spoele fatsoeneer;
vooraf getoetste en gemerkte leidings aan kommutators verbind;
metaal poets;
elektroplateerbad, afstroop- en/of skoonbyttenk versorg;
vulnekke vir tenks met behulp van setmate maak;
kernseksies deur middel van klemme in rame pers;
verselglasdele volgens patrone of patroonplate sny;
onderdele uit vooraf gemengde plastiekmateriaal en veselglas in vooraf gevormde gietvorms maak;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(10) „werkman graad 3" 'n werknemer wat hoofsaaklik of uitsluitlik besig is met die herhalingbediening of -versorging, uitgesonderd die stel, van halfoutomatiese masjiene waar die werksiklus kragaangedrewe is en die eindpunt beheer word deur outomatiese stuiters en/of merke, met inbegrip van kapstaander- en rewolwertipe draaibanke waar alle werksaamhede deur vaste stuiters beperk word; en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

drilling holes or drilling with special-purpose drilling jigs, excluding setting or marking;
dressing, grinding by hand or power tool: Provided that in all cases of precision dressing the machines concerned shall be preset 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 from 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;
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 and radiator units;
threading gills to tubes;
threading of bolts;
turning eyes on spring main blades to jigs;
winding or dispensing wire by hand or machine from bulk supplies onto spools, reels, coils, etc., but excluding field coils;
wiring up articles for electroplating;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(9) "operative, Grade 2," means an employee mainly or exclusively engaged on—

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 abrasive 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;
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 tanks by means of jigs;
pressing core sections into frames by means of clamps;
cutting fibreglass parts to patterns or templets;
making parts from pre-mixed plastic materials and fibreglass in preformed moulds;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(10) "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 and/or marks including capstan and turret type lathes where all operations are limited by fixed stops; and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(11) ,,werkman graad 4" 'n werknemer wat hoofsaaklik of uitsluitlik—

sweiswerk doen met elektriese sweisuitrusting en/of snywerk met profielsnymasjien, en die stel en reguleer van die verhittings- en snygasmengsels van die sweis- of snyuitrusting aan die vlamsnyer;

sweis en/of sweissoldeer volgens setmate en/of aan onderdele wat so gevorm en/of geplaas is dat 'n setmaat nie nodig is nie: Met dien verstande dat enige vryhandse boog- of gassweiswerk wat deur hierdie werkman graad 4 verrig word, beperk moet wees tot sweislasse—

(a) wat na onder gedoen word; en

(b) aan onderdele waarvan die voltooide massa hoogstens 13,6 kg is;

(c) in reekse van minstens 50 identiese items in dieselfde plek, waar elke item hoogstens 10 minute van vloer tot vloer neem; en

(d) wat altesaam hoogstens 38,1 cm lank in een sweisnaat is;

(*Opmerking*.—Hierdie werknemer kan in die loop van sy pligte, meetbande, liniale en winkelhake gebruik en kan, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, stel en regstel.);

(12) ,,werkman graad 5" 'n werknemer wat hoofsaaklik of uitsluitlik betrokke is by—

die meng van veselglasoplossings en/of harse, en/of met betrekking tot oplossings en/of harse;

die vasstelling van hoeveelhede volgens formulekaarte wat vir daardie doel verskaf word; asook

die meet van hierdie hoeveelhede deur middel van houers met graadverdeling;

(13) ,,werkman-toesighouer" 'n werkman wat hoofsaaklik of uitsluitlik toesig hou oor die werk van werkers in werkmanklasse en arbeiders;

(14) ,,patroonsnyermaker" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is in die buig van 'n snylem volgens 'n patroon of patroonplaat en dit in 'n steunvlak of -rug invoeg;

(15) ,,herhalingskontroleur" 'n werknemer wat hoofsaaklik of uitsluitlik vervaardigde of halfvervaardigde komponente nagaan deur middel van 'n meetband, meetstok of instrument, uitgesonderd 'n mikrometer, ten einde te verseker dat hulle nie te groot of te klein is nie en wat ná sodanige kontrolering slegs aan 'n meerdere verslag doen: Met dien verstande dat 'n herhalingskontroleur 'n mikrometer in die loop van sy pligte kan gebruik indien die voorgeskrewe mikrometerbonus aan hom betaal word;

(16) ,,masjienstikker" 'n werknemer wat hoofsaaklik of uitsluitlik met die hand of masjien stik.

Klousule 3—Werknemers

Behoudens die onbeperkte reg van 'n bedryfsinrigting wat ingevolge hierdie Hoofstuk geregistreer is, om kantoorpakhuis- en verkoopswerknemers en klerke in diens te neem en om vakleerlinge en kwekelinge ingevolge klousule 1 (2) van Afdeling A van hierdie Ooreenkoms in diens te neem, is die klasse werknemers in so 'n bedryfsinrigting beperk tot dié wat in die Bylae van klousule 4 van hierdie Hoofstuk gemeld word.

Klousule 4—Lone

(1) *Minimum lone*.—Behoudens subklousules (2) en (3) van hierdie klousule is die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal dié wat in Dele A, B en C van die Bylae hieronder gemeld word.

(2) *Stelbonus*.—Die minimum weekloon voorgeskryf in Deel B van die Bylae hieronder moet met R5 per week verhoog word indien die werknemer te eniger tyd in die loop van sy pligte die masjien of masjiene wat hy bedien, stel en regstel.

(3) *Mikrometerbonus*.—Die minimum weekloon voorgeskryf in Deel C van die Bylae hieronder vir 'n herhalingskontroleur moet met R8,28 per week verhoog word indien die werknemer te eniger tyd in die loop van sy pligte 'n noniuspasser of mikrometer gebruik.

(4) *Ondervinding*.—Vir die toepassing van hierdie klousule beteken ,,ondervinding" die totale tydperk of tydperke diens van 'n werknemer by òf sy huidige òf 'n ander werkgewer in die bepaalde beroep waarin hy werksaam is.

BYLAE

Deel A—Diverse

Klas werknemer	*Loon per week (Alle gebiede)*
	R
Skoonmaakster	20,24 (44c per uur)
Vakman	100,28 (R2,18 per uur)
Algemene werker:	
Graad I	28,98 (63c per uur)
Graad II	27,14 (59c per uur)

(11) "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 freehand arc or gas welding performed by this operative, Grade 4, must be restricted to welds which are—

(a) down-hand;

(b) of components of which the completed mass does not exceed 13,6 kg;

(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 38,1 cm total length of one welding seam.

(*Note*.—This employee may use tapes, rules and squares in the course of his duties and may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates.);

(12) "operative, Grade 5," means an employee mainly or exclusively engaged on—

the mixing of fibreglass solutions and/or resins and/or in relation to solutions and/or resins;

determining quantities from formula charts provided for the purpose;

measuring these quantities by forms of graduated vessels;

(13) "operative supervisor" means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and labourers;

(14) "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;

(15) "repetitive checker" means an employee mainly or exclusively engaged in checking by means of tape, rule or instrument, other than a micrometer, any manufactured or semi-manufactured components to ensure that they fall within indicated size limits, and whose action, consequential upon such checking, is limited to reporting to a superior: Provided that a repetitive checker who is paid the prescribed micrometer bonus may use a micrometer in the course of his duties;

(16) "seaming machinist" means an employee mainly or exclusively engaged in sewing by hand or machine.

Clause 3—Employees

Subject to the unrestricted right of an establishment registered under this Chapter to employ office, stores, sales and clerical employees, and to employ apprentices and trainees in terms of clause 1 (2) of Division A of this Agreement, the classes of employees in such establishment shall be limited to those listed in the Schedule to clause 4 of this Chapter.

Clause 4—Wages

(1) *Minimum wage*.—Subject to the provisions of subclauses (2) and (3) of this clause, the minimum wage which an employer shall pay to each member of the undermentioned classes of his employees shall be as set out in Parts A, B and C of the Schedule hereunder.

(2) *Setting bonus*.—The minimum weekly rates prescribed in Part B of the Schedule hereunder shall be increased by R5 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates;

(3) *Micrometer bonus*.—The minimum weekly wage prescribed in Part C of the Schedule hereunder for a repetitive checker shall be increased by R8,28 per week if the employee at any time in the course of his duties uses a vernier gauge or micrometer.

(4) *Experience*.—"Experience" for the purposes of this clause shall mean 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.

SCHEDULE

Part A—Miscellaneous

Class of employee	*Wages per week (all areas)*
	R
Char	20,24 (44c per hour)
Journeyman	100,28 (R2,18 per hour)
General worker:	
Grade I	28,98 (63c per hour)
Grade II	27,14 (59c per hour)

DEEL B—WERKMANNE WAT VIR 'N STELBONUS IN AANMERKING KAN KOM

Klas werknemer	*Loon per week (Alle gebiede)*
	R
Werkman graad 1—	
gedurende eerste jaar ondervinding	27,60 (60c per uur)
daarna	28,06 (61c per uur)
Werkman graad 2—	
gedurende eerste jaar ondervinding	28,06 (61c per uur)
daarna	28,52 (62c per uur)
Werkman graad 3—	
gedurende eerste jaar ondervinding	28,52 (62c per uur)
daarna	29,44 (64c per uur)
Werkman graad 4—	
gedurende eerste jaar ondervinding	30,36 (66c per uur)
daarna	30,82 (67c per uur)
Werkman graad 5—	
gedurende eerste ses maande ondervinding	30,36 (66c per uur)
daarna	35,88 (78c per uur)

DEEL C—ANDER WERKMANNE

Klas werknemer	*Loon per week (Alle gebiede)*
	R
Uitsnyer—	
gedurende eerste drie maande ondervinding	28,06 (61c per uur)
gedurende volgende nege maande ondervinding	29,44 (64c per uur)
daarna	30,36 (66c per uur)
Snyer—	
gedurende eerste 18 maande ondervinding	27,60 (60c per uur)
gedurende tweede 18 maande ondervinding	35,88 (78c per uur)
daarna	57,04 (R1,24 per uur)
Masjiensteller—	
gedurende eerste jaar ondervinding	29,44 (64c per uur)
gedurende tweede jaar ondervinding	35,42 (77c per uur)
daarna	67,16 (R1,46 per uur)
Patroonsnyermaker—	
gedurende eerste jaar ondervinding	31,28 (68c per uur)
daarna	35,88 (78c per uur)
Masjienstikker—	
gedurende eerste drie maande ondervinding	27,60 (60c per uur)
gedurende tweede drie maande ondervinding	28,06 (61c per uur)
gedurende derde drie maande ondervinding	28,52 (62c per uur)
daarna	30,82 (67c per uur)
Herhalingskontroleur	28,98 (63c per uur)
Werkman-toesighouer	30,36 (66c per uur)

KLOUSULE 5—WERKURE

(1) Die gewone werkure van 'n werknemer is hoogstens 46, uitgesonderd etenspouses, in 'n bepaalde week en nege en 'n kwart, uitgesonderd etenspouses, op 'n bepaalde dag.

(2) Geen werkgewer mag van 'n werknemer—

(a) vereis of hom toelaat om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) wat 'n vrou is, vereis of haar toelaat om tussen 18h00 en 06h00 te werk nie;

(c) vereis of hom toelaat om, behoudens klousule 9 van hierdie Hoofstuk, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae te werk nie:

Met dien verstande dat 'n werkgewer met sy werknemers wat gewoonlik slegs vyf dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf *(a)* van hierdie subklousule bedoel, tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgewer die Sekretaris van die Streekraad in sy gebied skriftelik in kennis stel dat sodanige werknemers ingestem het dat die pouse ingekort word.

(3) 'n Werkgewer word toegelaat om verskillende aanvangs- en uitskeitye op enige dag ten opsigte van verskillende werkwinkelwerknemers te reël: Met dien verstande dat die tydperk tussen sodanige aanvangs- of uitskeitye op enige dag pouses van altesaam hoogstens 45 minute in 'n bedryfsinrigting mag wees.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10

PART B—OPERATIVES WHO MAY QUALIFY FOR SETTING BONUS

Class of employee	*Wages per week (All areas)*
	R
Operative, Grade 1—	
during first year of experience	27,60 (60c per hour)
thereafter	28,06 (61c per hour)
Operative, Grade 2—	
during first year of experience	28,06 (61c per hour)
thereafter	28,52 (62c per hour)
Operative, Grade 3—	
during first year of experience	28,52 (62c per hour)
thereafter	29,44 (64c per hour)
Operative, Grade 4—	
during first year of experience	30,36 (66c per hour)
thereafter	30,82 (67c per hour)
Operative, Grade 5—	
during first six months of experience	30,36 (66c per hour)
thereafter	35,88 (78c per hour)

PART C—OTHER OPERATIVES

Class of employee	*Wages per week (All areas)*
	R
Chopper out—	
during first three months of experience	28,06 (61c per hour)
during next nine months of experience	29,44 (64c per hour)
thereafter	30,36 (66c per hour)
Cutter—	
during first 18 months of experience	27,60 (60c per hour)
during second 18 months of experience	35,88 (78c per hour)
thereafter	57,04 (R1,24 per hour)
Machine-setter—	
during first year of experience	29,44 (64c per hour)
during second year of experience	35,42 (77c per hour)
thereafter	67,16 (R1,46 per hour)
Pattern cutter maker—	
during first year of experience	31,28 (68c per hour)
thereafter	35,88 (78c per hour)
Seaming machinist—	
during first three months of experience	27,60 (60c per hour)
during second three months of experience	28,06 (61c per hour)
during third three months of experience	28,52 (62c per hour)
thereafter	30,82 (67c per hour)
Repetitive checker	28,98 (63c per hour)
Operative supervisor	30,36 (66c per hour)

CLAUSE 5—HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed 46 excluding meal intervals, in any one week and nine and a quarter excluding meal intervals, 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 18h00 and 06h00;

(c) subject to the provisions of clause 9 of this Chapter to work her ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays or Fridays:

Provided that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in paragraph *(a)* of this subclause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer must inform the Secretary for the Regional Council in his area in writing, that such employees have agreed to the reduced interval.

(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 45 minutes in any one establishment.

(4) All employees shall be entitled to and be granted a rest interval

minute toegestaan word so na as moontlik aan die middel van elke werktydperk in die oggend en in die namiddag, en sodanige pouse moet, vir die berekening van besoldiging, geag word deel van die gewone werkure te wees.

(5) Behoudens klousule 5 (10) *(a)* van Afdeling A en klousule 8 van hierdie Hoofstuk, moet die week van 'n werknemer, uitgesonderd 'n vakman of 'n masjiensteller, geag word 46 uur te wees wanneer sodanige werknemer 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.

(6) 'n Werknemer wat deur die Polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, moet vir die tydperk wat hy onder arres 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 word sonder toestemming van sy werk afwesig te gewees het.

KLOUSULE 6—OORTYDWERK

(1) Vir die toepassing van hierdie klousule beteken „oortydwerk" alle tyd wat daar, uitgesonderd op Sondae, langer gewerk word as die getal gewone werkure wat in klousule 5 (1) van hierdie Hoofstuk voorgeskryf word.

(2) Ondanks klousule 5 (1) van hierdie Hoofstuk, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortydwerk te verrig vir 'n totale tydperk van hoogstens 10 uur in 'n bepaalde week: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om oortydwerk te verrig nie—

(a) vir langer as twee uur op 'n dag;

(b) op meer as drie agtereenvolgende dae;

(c) op meer as 60 dae in 'n jaar;

(d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy hy—

(i) sodanige werknemer voor die middag kennis daarvan gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of

(iii) sodanige werknemer 'n minimum toelae van 90c betyds betaal om haar in staat te stel om 'n ete te bekom en te nuttig voordat die oortydwerk moet begin.

(3) Die minimum oortydbesoldiging wat werknemers moet ontvang, is die volgende:

(a) In die geval van 'n vakman: Een en 'n half maal sy gewone besoldiging;

(b) in die geval van 'n werknemer, uitgesonderd 'n vakman: Een en 'n derde maal sy gewone besoldiging:

Met dien verstande dat 'n werknemer nie vir oortyd kwalifiseer nie ten opsigte van 'n week waarin hy minder as 46 uur gewerk het en dat hierdie syfer onderworpe is aan 'n *pro rata*-vermindering indien van die volgende gedurende 'n bepaalde week voorkom:

(i) Statutêre openbare vakansiedae in hierdie Hoofstuk bedoel;

(ii) afwesigheid met die toestemming of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is;

(iii) die begin van 'n nuwe dienskontrak.

(4) Klousule 5 (1), (2), (3) en (4) van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie op 'n manlike werknemer van toepassing nie 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 terwyl hy werk verrig in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende die gewone werkure verrig kan word nie.

KLOUSULE 7—SONDAGWERK

(1) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer, behoudens klousule 9 (3) van hierdie Hoofstuk; òf—

(a) die werknemer—

(i) as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk gewoonlik deur hom op 'n weekdag gewerk; òf

(ii) as hy aldus vir 'n tydperk van meer as vier uur werk, minstens twee maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk, of minstens twee maal die gewone besoldiging wat betaalbaar is vir die

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 the remuneration, be reckoned as part of the ordinary working hours.

(5) Subject to the provisions of clause 5 (1) *(a)* of Division A and clause 8 of this Chapter, whenever any employee, other than a journeyman or a machine-setter, works for less than 46 hours in any week owing to—

(a) the normal working hours of the establishment being less than 46;

(b) the employer being unable to regulate the shifts of such employee for 46 hours; such employee's week shall be deemed to be 46 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 purposes of this clause.

CLAUSE 6—OVERTIME

(1) For the purposes of this clause "overtime" means all time worked other than on Sundays in excess of the number of ordinary hours of work prescribed in clause 5 (1) of this Chapter.

(2) Notwithstanding the provisions of clause 5 (1) of this Chapter, an employer may require or permit an employee to work overtime for a total period not exceeding 10 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 60 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 90c 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 shall be remunerated for overtime are as follows:

(a) In the case of a journeyman: One and a half times his ordinary rate of remuneration;

(b) in the case of an employee other than a journeyman: One and one third times his ordinary rate of remuneration:

Provided that an employee shall not qualify for overtime in respect of any week during which he has worked less than 46 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in this Chapter;

(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision he may appeal thereagainst to the National Council whose decision shall be final;

(iii) the beginning of a new contract of employment.

(4) The provisions of clause 5 (1), (2), (3) and (4) of this Chapter and subclause (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.

CLAUSE 7—SUNDAY WORK

(1) Subject to the provisions of clause 9 (3) of this Chapter, 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 of 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

tydperk gewoonlik deur hom op 'n weekdag gewerk, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

Klousule 8—Korttyd

(1) Behoudens subklousule (2), kan 'n werkgewer die gewone werkure van 'n werknemer weens korttyd verminder, en in daardie geval kan hy 'n bedrag van die werknemer se verdienste aftrek wat eweredig is aan die tydperk wat daar nie gewerk is nie: Met dien verstande dat—

(a) geen bedrag in die geval van korttyd wat ontstaan weens 'n bedryfslapte of tekort aan materiaal, afgetrek mag word nie, tensy die werkgewer sy werknemer voor of op die dag wat onmiddellik voorafgegaan het, in kennis gestel het van sy voorneme om die gewone werkure te verminder;

(b) geen bedrag in die geval van korttyd weens 'n kragonderbreking of 'n algemene onklaarraking van installasie of masjinerie, vir die eerste uur wat daar nie gewerk word nie, afgetrek mag word nie, tensy die werkgewer sy werknemer voor of op die dag wat onmiddellik voorafgegaan het, in kennis gestel het dat geen werk beskikbaar sal wees nie;

(c) indien die werkgewer uitdruklik van die werknemer vereis om hom op 'n bepaalde dag by die bedryfsinrigting aan te meld om vas te stel of werk beskikbaar sal wees, hy geag moet word minstens vier uur op sodanige dag te gewerk het as daar geen werk beskikbaar is nie of as daar werk vir minder as vier uur beskikbaar is.

(2) Hierdie klousule is nie van toepassing nie op—

(a) 'n vakleerling, behalwe met die toestemming van die Registrateur van Vakleerlinge;

(b) 'n statutêre openbare vakansiedag.

Klousule 9—Skofwerk

Onderstaande bepalings is van toepassing op skofwerk:

(1) Geen gewone skof mag langer as nege en 'n kwart uur duur nie;

(2) minstens agt uur moet verloop tussen die agtereenvolgende skofte van 'n werknemer;

(3) *(a)* waar 'n werknemer tussen 18h00 en 06h00 werksaam is, moet sy werkgewer hom sy gewone besoldiging betaal, plus 10 persent vir elke uur of deel van 'n uur tussen hierdie tye gewerk;

(b) wanneer 'n werknemer sy gewone skof of gedeelte 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 gewees het en moet die werknemer daarvoor kragtens klousule 7 van hierdie Hoofstuk 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 gewees het en moet die werknemer, behoudens voorgaande paragraaf *(a)*, vir sodanige skof teen sy gewone loon besoldig word;

(4) behoudens die voorbehoudsbepaling van klousule 6 (3) van hierdie Hoofstuk, moet tyd deur werknemers gewerk na die voltooiing van hul gewone skof, geag word oortydwerk te wees, en hulle moet daarvoor die lone betaal word wat in genoemde klousule voorgeskryf word.

Klousule 10—Besoldiging vir Openbare Vakansiedae

(1) *(a)* Waar Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Kersdag, Gesinsdag of Nuwejaarsdag binne 'n werknemer se gewone werkweek val en die werknemer nie op sodanige dag werk nie, moet sy werkgewer hom daarvoor besoldiging betaal wat minstens gelyk is aan dié wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week ontvang.

(*Opmerking.*—2 Januarie is nie 'n statutêre openbare vakansiedag nie, behalwe waar Nuwejaarsdag op 'n Sondag val.)

(b) Ondanks paragraaf *(a)* van hierdie subklousule, verbeur 'n werknemer wat op die werkdag onmiddellik voor of na 'n statutêre openbare vakansiedag met besoldiging in hierdie Hoofstuk vermeld van sy werk afwesig is, sy reg om vir sodanige openbare vakansiedag besoldig te word, tensy hy met die toestemming of kondonering van die werkgewer afwesig is.

ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate of 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 leave 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.

Clause 8—Short-Time

(1) Subject to the provisions of subclause (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;

(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 9—Shift Work

The following provisions shall apply to shift work:

(1) No normal shift shall exceed nine and a quarter hours;

(2) not less than eight hours shall elapse between successive shifts of an employee;

(3) *(a)* where an employee is employed between 18h00 and 06h00, his employer shall pay him his ordinary rate of remuneration, plus 10 per cent for each hour or part of an hour worked between these times;

(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 shifts 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 clause 7 of this Chapter;

(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 weekday, 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, subject to the proviso to clause 6 (3) of this Chapter, be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause.

Clause 10—Payment for Public Holidays

(1) *(a)* Where Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Christmas Day, Boxing Day or New Year's Day falls 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 of not less than he normally receives for his ordinary working hours for that day of the week.

(*Note.*—2 January is not a statutory public holiday except when New Year's Day falls on a Sunday.

(b) Notwithstanding the provisions of paragraph *(a)* of this subclause, an employee who absents himself from his place of employment on the work-day immediately preceding or following a paid statutory public holiday referred to in this Chapter shall forfeit his right to be paid for such public holiday unless his absence is with the permission or condonation of the employer.

(c) 'n Werknemer wat reken hy word veronreg deur die toepassing op hom van paragraaf *(b)* van hierdie subklousule, kan by 'n Streekraad appèl aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in daardie geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is.

(d) Indien enigeen van die openbare vakansiedae in subklousule *(a)* van hierdie klousule bedoel, op 'n Sondag val, moet die volgende Maandag vir die toepassing van hierdie klousule geag word daardie besondere vakansiedag te wees, en as Republiekdag in enige jaar op 'n Dinsdag, Woensdag of Donderdag val, is die werkgewer daarop geregtig om van sy werknemers te vereis om op daardie dag te werk en om een dag verlof met volle besoldiging te neem op 'n ander dag wat hoogstens sewe dae voor of na Republiekdag moet val.

(e) Indien 'n statutêre openbare vakansiedag op 'n Saterdag val, word so 'n Saterdag nie 'n vakansiedag met besoldiging vir 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie.

(2) Wanneer 'n werknemer werk op enigeen van die dae wat in subklousule (1) genoem word, moet sy werkgewer hom, benewens die besoldiging wat ingevolge genoemde subklousule betaalbaar is, soos volg besoldig:

(a) Teen minstens sy uurloon vir elke uur of gedeelte van 'n uur aldus gewerk tot aan die einde van sy gewone skof;

(b) teen dubbel sy uurloon vir elke uur of gedeelte van 'n uur wat hy langer as sy gewone skof op sodanige dag gewerk het.

(3) Wanneer enigeen van die statutêre openbare vakansiedae in subklousule (1) bedoel, op 'n ander dag as 'n werkdag, uitgesonderd 'n Sondag, val, moet 'n werknemer, wat op sodanige statutêre openbare vakansiedag werk, besoldig word teen die loon wat in klousule 6 (3) van hierdie Hoofstuk voorgeskryf word.

(4) Wanneer daar minstens drie dae maar hoogstens sewe dae voor die datum van 'n statutêre openbare vakansiedag wat nie in subklousule (1) van hierdie klousule bedoel word nie, deur middel van 'n stemming per briefie vasgestel is dat minstens twee derdes van die werknemers wat deur hierdie Ooreenkoms gedek word in die bedryfsinrigting verkies om nie op sodanige statutêre openbare vakansiedag te werk nie, is die werkgewer geregtig om sy bedryfsinrigting op sodanige openbare vakansiedag te sluit, en die werknemers, is nie op besoldiging vir sodanige dag geregtig nie.

(5) 'n Werkgewer wat sy bedryfsinrigting sluit op 'n statutêre openbare vakansiedag wat nie in subklousule (1) van hierdie klousule bedoel word nie, sonder om sy werknemers vooraf daaroor per stembriefie te laat stem ingevolge subklousule (4) van hierdie klousule, moet sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het indien hulle hul gewone werkure op daardie dag van die week gewerk het.

KLOUSULE 11—JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

(1) Vir die toepassing van hierdie klousule—

(a) beteken ,,verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die woorde ,,diens" en ,,skof" geag die volgende in te sluit:

(i) Skofte wat korter duur as dié ingevolge hierdie Hoofstuk toegelaat, omdat—

(aa) die werknemer laat by sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

(ac) sodanige korter skofte met die toestemming van die werkgewer gewerk is;

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) afwesig was met verlof met besoldiging kragtens hierdie Ooreenkoms;

(ab) militêre diens kragtens die Verdedigingswet, 1957 (Wet 44 van 1957), tot 'n maksimum tydperk van vier maande per jaar moes ondergaan;

(ac) van sy werk afwesig was op las of op versoek van sy werkgewer;

(ad) van die werk afwesig was weens siekte of 'n ongeluk vir 'n tydperk van altesaam hoogstens 30 dae in enige verlofsiklus;

(ae) van die werk afwesig was op enigeen van die openbare vakansiedae in klousule 10 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 subparagraaf (ii) *(aa)* hierbo kan instel nie;

(c) Any employee who is aggrieved by the application to him of the provisions of paragraph *(b)* of this subclause may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision he may appeal thereagainst to the National Council whose decision shall be final.

(d) Where any of the public holidays referred to in subclause *(a)* of this clause fall on a Sunday, the following Monday shall for the purposes of this clause be deemed to be that particular holiday, and if in any year Republic Day falls on a Tuesday, Wednesday or Thursday an employer shall be entitled to require his employees to work on that day and to take one day off with full pay on some other day which shall not be more than seven days before or after Republic Day.

(e) Where any statutory public holiday falls on a Saturday such Saturday does not become a paid holiday for an employee who does not normally work on a Saturday.

(2) Whenever any employee works on any of the days enumerated in subclause (1), his employer shall, in addition to the remuneration payable in terms of the said subclause, pay him—

(a) at a rate of 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 subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 6 (3) of this Chapter.

(4) When it is established by means of a vote taken by ballot at least three days but not more than seven days before the date of a statutory public holiday which is not referred to in sub-clause (1) of this clause that at least two thirds of the employees covered by this Agreement in the establishment would prefer not to work on such statutory public holiday, the employer shall be entitled to close his establishment on that public holiday and the employees shall not be entitled to payment for such day.

(5) An employer who closes his establishment on a statutory public holiday which is not referred to in subclause (1) of this clause without having previously taken a ballot from his employees in terms of subclause (4) of this clause shall pay 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 11—ANNUAL LEAVE AND ACCRUED LEAVE PAY

(1) For the purposes of this clause—

(a) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(b) the terms "employment" and "shift" shall be deemed to include—

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

(aa) the employee arrived late at his place of work, but such lateness did not exceed half and hour; or

(ab) short-time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

(ii) shifts which the employee concerned normally would have worked, but did not work because he was—

(aa) absent on paid leave in terms of this Agreement;

(ab) undergoing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(ac) absent from work on the instruction or at the request of his employer;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 10 of this Chapter:

Provided that an employee who, after the expiration of his annual leave terminates his employment by deserting shall have no claim in respect of subparagraph (ii) *(aa)* above of this definition;

(c) beteken „besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en sodanige bonus word geag die gemiddelde bedrag te wees wat ontvang is deur of opgeloop het vir 'n werknemer ten opsigte van die tydperk van 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof vertrek of hy sy diens beëindig of, as daar 'n tydperk van minder as 13 weke gewerk is, die gemiddelde bedrag ontvang deur of opgeloop vir 'n werknemer ten opsigte van die getal voltooide weke wat hy werklik gewerk het.

(2) Drie agtereenvolgende weke jaarlikse verlof met volle besoldiging moet verleen word aan vakleerlinge, kwekelinge wat opleiding kragtens die Wet op Opleiding van Ambagsmanne, 1951, 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 die datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperke van aaneenlopende diens wat in die Bylae van hierdie subklousule vermeld word, by dieselfde werkgewer voltooi het.

Bylae

(a) Weekliks besoldigde werknemers: 261 skofte, uitgesonderd oortyd.
(b) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk vermeld in subklousule (2) van hierdie klousule, voltooi het, maar dit kan geneem word voordat of nadat dit verskuldig geword het indien—
(a) die omstandighede van 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 twee maande voordat dit verskuldig word, geneem mag word nie of nie vir langer as vier maande nadat dit verskuldig geword het, uitgestel mag word nie tensy die betrokke werknemer en werkgewer, vóór die verstryking van sodanige tydperk van vier maande, skriftelik daaroor ooreengekom het, en dat dit nie langer as ses maande ná die datum waarop dit verskuldig geword het, uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy met jaarlikse verlof gaan: Met dien verstande dat dit nie minder mag wees as die skaal in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskryf nie, en die werkgewer moet dit aan hom betaal op die laaste werkdag voordat sy verlof begin.

(5) As enigeen van die openbare vakansiedae met besoldiging in klousule 10 van hierdie Hoofstuk bedoel, op 'n werkdag binne die tydperk van verlof van 'n werknemer val, moet die werkgewer òf—
(a) een werkdag met volle besoldiging by genoemde tydperk van verlof vir elke sodanige openbare vakansiedag met besoldiging voeg; òf
(b) aan die betrokke werknemer een gewone dag se besoldiging in plaas van verlof betaal op die betaaldag wat onmiddellik op sodanige werknemer se tydperk van verlof volg.

(6) (a) Jaarlikse verlof mag nie met 'n diensopseggingstermyn saamval nie en ook nie, tensy die werknemer dit skriftelik versoek, met enige tydperk wat 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.
(b) Die tydperk waartydens 'n werknemer met siekteverlof is soos in klousule 31 van Afdeling A van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(7) Geen werknemer mag gedurende sy verloftydperk sy gewone beroep beoefen nie, en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verloftydperk in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag by wyse van skuldvergelyking vir geld wat aan die werkgewer verskuldig is, van die verlofbesoldiging afgetrek word nie.

(9) By beëindiging van die dienste van 'n werknemer wat ooreenkomstig subklousule (2) van hierdie klousule op jaarlikse verlof geregtig geword het maar wat sodanige verlof ten tyde van sodanige beëindiging nie toegestaan is nie of nie geneem het nie, moet die werkgewer hom verlofbesoldiging betaal wat bereken is ooreenkomstig subklousule (10) van hierdie klousule.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule gekwalifiseer het, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide „week" diens vanaf die datum waarop hy by die werkgewer in diens getree het, of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule beteken „week" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(c) "remuneration" means an employee's wages as defined in thi Agreement, plus any bonus regularly paid to the employee, th amount of such bonus being deemed to be the average amour received by or accrued to an employee in respect of the period c 13 weeks immediately preceding the date the employee goes o annual leave or terminates his employment, or if a period of les than 13 weeks has been worked, the average amount received b or accrued to an employee in respect of the number of complet weeks actually worked.

(2) Three consecutive weeks' annual leave on full pay shall b granted to apprentices, trainees undergoing training under the Trainin of Artisans Act, 1951, and to all employees for whom wages c remuneration are prescribed in this Chapter of this Agreement wh have completed with the same employer since the date of engagemer or from the date on which the previous annual leave fell due, whichevc is the later, the periods of continuous employment set out in th Schedule to this subclause.

Schedule

(a) Weekly paid employees: 261 shifts, excluding overtime.
(b) Monthly paid employees: 12 months.

(3) Annual leave shall become due immediately an employee ha completed the qualifying period specified in subclause (2) of this clausc 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 mor than two months before due date, nor delayed for more than fou months after due date unless the employee and the employer concerne have, before the expiration of such period of four months, agree thereto, in writing, and shall not be delayed by more than six montl after due date.

(4) Pay for annual leave shall be calculated at the rate c remuneration which the employee is receiving at the date on which h proceeds on his annual leave: Provided that this shall not be less tha the rate prescribed in this Chapter for the category of employe concerned, and shall be paid to him by the employer on the la working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 10 of th Chapter falls on a working day within the period of leave of a employee, the employer shall either—
(a) add one working day on full pay to the said period of leave i respect of each such paid public holiday; or
(b) pay to the employee in question one normal day's pay in lieu c leave on the pay-day immediately following such employee period of leave.

(6) (a) Annual leave shall not be concurrent with any period durir which the employee is under notice of termination of emplo ment, nor, unless the employee so requests, in writing, with ar period during which an employee is undergoing military servi in terms of the Defence Act, 1957.
(b) Any period during which an employee is on sick leave prescribed in clause 31 of Division A of this Agreement shall n be counted as part of such employee's annual leave.

(7) No employee shall engage in his normal occupation during th period of his leave and no employer shall require or knowingly perm any employee to work in the Industry during the period of his leave.

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

(9) On the termination of the services of an employee who h qualified for annual leave in terms of subclause (2) of this clause, b who has not been granted or has not taken his leave at the date of suc termination, an amount of leave pay calculated in accordance with th provisions of subclause (10) of this clause shall be paid by his employe

(10) An employee who is discharged from or leaves his employme before he has qualified for annual leave in terms of subclause (2) of th clause shall be entitled to accrued leave pay equivalent to thr fifty-seconds of one week's remuneration for each completed span employment from the date of beginning work with the employer from the date on which his last leave became due, whichever is th later. For the purposes of this subclause, "span" means the number shifts normally worked by the employee in a week.

(*Opmerking.*—Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir 6 maande diens is die verlofbesoldiging ½ × 3 weke se besoldiging.

Vir 13 weke diens is die verlofbesoldiging ¼ × 3 weke se besoldiging.

Vir 5 weke diens is die verlofbesoldiging $\frac{5}{52}$ × 3 weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

6 maande, dus ½ $\frac{9}{13}$ × 1 maand se besoldiging;

13 weke, dus ¼ × $\frac{9}{13}$ × 1 maand se besoldiging;

5 weke, dus $\frac{5}{52}$ × $\frac{9}{13}$ × 1 maand se besoldiging.)

(11) *(a)* In die geval van alle werknemers, uitgesonderd vakmanne, moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel, regstreeks by diensbeëindiging aan die werknemer betaal word.

(b) In die geval van vakmanne moet die besoldiging vir opgelope verlof nie aan die werknemer 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 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 werkgewer in die Motornywerheid aanvaar, is onderstaande bepalings van toepassing:

(i) Die vakman moet aan die nuwe werkgewer kopieë van verlofbetaalbewyse voorlê wat aan hom deur sy vorige werkgewers 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 werkgewer 'n getal skofte of 'n tydperk gelyk aan dié voorgeskryf in die Bylae van subklousule (2) van hierdie klousule, gewerk het, min die totaal van die skofte of tydperke aangetoon op die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgewer oorhandig het;

(iii) twee weke voordat die vakman verlof met besoldiging van sy nuwe werkgewer neem, moet die kopie van die verlofbetaalbewys wat deur die vakman aan sy nuwe werkgewer oorhandig is, onderteken en aan die betrokke Streekraad gestuur word en moet daar aansoek om betaling van die bedrag van die bewys gedoen word;

(iv) die nuwe werkgewer moet aan die vakman, wanneer hy sy verlof met betaling neem, die verlofbesoldiging betaal wat aan hom kragtens hierdie klousule toekom;

(v) 'n vakman 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 die vakman moet self van die betrokke Streekraad die bedrag van enige verlofbetaalbewyse wat in sy besit is, eis deur sodanige bewyse te teken en hulle aan die Sekretaris van die Streekraad te stuur.

(12) Besoldiging vir opgelope verlof wat 'n Streekraad hou of wat 'n werkgewer hou namens 'n werknemer 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.

(13) Alle bedrae ontvang ten opsigte van verlofbesoldiging moet in 'n spesiale rekening gestort word wat deur die Streekrade geadministreer word.

(14) Behoudens andersluidende bepalings in hierdie klousule, moet besoldiging vir opgelope verlof wat ten behoewe van 'n vakman gehou word—

(a) as hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke bereken vanaf die datum waarop die verlofbesoldiging begin het om op te loop;

(*Note.*—Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus:

For 6 months' employment, leave pay is ½ × 3 weeks' pay.

For 13 weeks' employment, leave pay is ¼ × 3 weeks' pay.

For 5 weeks' employment, leave pay is $\frac{5}{52}$ × 3 weeks' pay.

To arrive at three weeks' pay for a *monthly paid* employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly paid employee the leave pay accrued in—

6 months is ½ × $\frac{9}{13}$ × 1 month's pay.

13 weeks is ¼ × $\frac{9}{13}$ × 1 month's pay.

5 weeks is $\frac{5}{52}$ × $\frac{9}{13}$ × 1 month's pay.)

(11) *(a)* In the case of all employees other than journeymen, the accrued leave pay referred to in subclause (10) of this clause 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 subclause 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 subclause.

(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 subclause;

(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 subclause (2) of this clause, less the aggregate of the shifts or periods shown on the copies of the 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 of the 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.

(12) 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.

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

(14) Except as otherwise provided in this clause, accrued leave pay held on behalf of a journeyman shall be paid to him—

(a) if he leaves the industry, on the expiration of 52 weeks calculated from the date on which the leave pay commenced to accrue;

(b) terwyl hy nog in die Nywerheid in diens is, aan hom betaal word wanneer hy met jaarlikse verlof gaan;

of dit kan, na goedvinde van die betrokke Streekraad, eerder betaal word.

(15) *(a)* 'n Werkgewer kan te eniger tyd, maar hoogstens een keer in enige tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit met die doel om sy werknemers jaarlikse verlof toe te staan soos voorgeskryf in hierdie klousule, en indien 'n werknemer op die datum van die sluiting van die bedryfsinrigting nie op die volle voorgeskrewe tydperk van jaarlikse verlof geregtig is nie, moet die werkgewer hom 'n bedrag wat bereken is op die grondslag in subklousule (10) van hierdie klousule bepaal, betaal asof sy diens beëindig is, plus besoldiging vir enigeen van die openbare vakansiedae met besoldiging wat binne die tydperk val waarin die bedryfsinrigting gesluit is en wat by 'n werknemer se jaarlikse verlof ingevolge subklousule (5) van hierdie klousule gevoeg moet word, teen 'n koers van minstens dié wat hy gewoonlik sou ontvang het vir sy gewone werkure vir daardie dag van die week: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis of hulle toegelaat kan word om te werk gedurende die tydperk wat 'n bedryfsinrigting ingevolge hierdie paragraaf gesluit is.

(b) Vir die toepassing van hierdie klousule beteken ,,onderhoudspersoneel" werknemers wat onderhouds-, opknappings- of herstelwerk aan masjinerie, uitrusting of installasie verrig.

KLOUSULE 12—ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet ten opsigte van elke vakman wat by hom in diens is, addisionele vakansiebesoldiging van R4 vir elke week diens betaal: Met dien verstande dat—

(i) wanneer 'n vakman vir minder as altesaam 23 uur in 'n week loon ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens klousule 11 (1) *(b)* (ii) *(ad)* van hierdie Hoofstuk, ten behoewe van sodanige vakman vir daardie week betaalbaar is nie; en

(ii) indien 'n vakman weens siekte of 'n ongeluk vir 30 dae in enige verlofsiklus van die werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met 80c vir elke verdere dag van afwesigheid weens siekte of 'n ongeluk kan verminder.

(2) Behoudens subklousule (3) van hierdie klousule, moet die werkgewer die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, maandeliks en wel voor of op die 10de dag van die maand wat volg op die maand waarop sodanige bedrae betrekking het, saam met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elke sodanige werknemer gestuur word, aan die Sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur.

(*Opmerking*.—Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede deur hierdie subklousule vereis, is op aansoek verkrygbaar van die Streeksekretaris in die betrokke Streek.)

(3) In gevalle waar 'n vakman weens die redes gespesifiseer in subklousule (1) (i) van hierdie klousule van die werk afwesig was, moet die addisionele vakansiebesoldiging ingevolge subklousule (1) van hierdie klousule deur die werkgewer regstreeks aan die bevoordeelde betaal word voor of op elke betaaldag wat binne sy tydperk van afwesigheid val.

(4) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) betaalbaar is, moet, behoudens klousule 26 van Afdeling A van hierdie Ooreenkoms, aan vakmanne betaal word wanneer hulle met hul jaarlikse verlof vertrek, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin, by die betrokke Streeksekretaris ingedien word.

(5) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag by wyse van skuldvergelyking ten opsigte van geld wat aan die werkgewer verskuldig is, van die addisionele vakansiebesoldiging afgetrek word nie.

(6) Alle werkers, uitgesonderd vakmanne, moet addisionele vakansiebesoldiging deur hul werkgewers betaal word wanneer hulle met hul jaarlikse verlof gaan.

(7) *(a)* Die bedrag van die addisionele vakansiebesoldiging wat in subklousule (6) van hierdie klousule bedoel word, is een week se loon vir elke 12 maande diens.

(b) Die een week se besoldiging in paragraaf *(a)* van hierdie subklousule bedoel, moet bereken word volgens die loon wat die werknemer verdien wanneer hy met verlof gaan.

(c) Die bedrag van die addisionele vakansiebesoldiging in paragraaf *(a)* van hierdie subklousule bedoel, moet verminder word met een twee-en-vyftigste vir elke week waarin die werknemer nie 'n volle vyf skofte werk nie, en vir hierdie doel het ,,skof" die betekenis wat in subklousule (1) *(b)* aan die begin van klousule 11 van hierdie Hoofstuk daaraan geheg is.

(8) Wanneer 'n werknemer, uitgesonderd 'n vakman, die diens van sy werkgewer verlaat voordat hy vir addisionele vakansiebesoldiging

(b) while he is employed in the Industry, when he proceeds on annual leave;

or earlier at the discretion of the Regional Council concerned.

(15) *(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 annual leave as prescribed in 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 subclause (10) 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 subclause (5) of this clause, at a rate of 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 subclause (7) of this clause, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For the purposes of this clause, "maintenance personnel" shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

CLAUSE 12—ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every journeyman employed by him pay additional holiday pay of R4 for each week of employment: Provided that—

(i) subject to the provisions of clause 11 (1) *(b)* (ii) *(ad)* of this Chapter, 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 be payable on behalf of such employee in respect of that week; and

(ii) 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 80c in respect of each further day of absence through illness or accident.

(2) Subject to the provisions of subclause (3) of this clause, the amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the Secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(*Note*.—Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the Regional Secretary in the Region concerned.)

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

(4) Subject to the provisions of clause 26 of Division A of this Agreement, the additional holiday pay payable in terms of subclause (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.

(5) 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.

(6) All workers other than journeymen shall be paid an amount of additional holiday pay by their employers when they proceed on annual leave.

(7) *(a)* The amount of the additional holiday pay referred to in subclause (6) of this clause shall be one week's wages in respect of each 12 months of employment.

(b) The one week's pay referred to in paragraph *(a)* of this subclause shall be calculated at the rate the employee is earning when he goes on leave.

(c) The amount of the additional holiday pay referred to paragraph *(a)* of this subclause 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 subclause (1) *(b)* at the beginning of clause 11 of this Chapter.

(8) Where an employee other than a journeyman leaves the services of his employer before qualifying for additional holiday pay, such

kwalifiseer, moet aan hom 'n eweredige gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging betaal word.

(9) Klousule 11, (12), (13) en (14) van hierdie Hoofstuk is *mutatis mutandis* van toepassing op addisionele vakansiebesoldiging.

(10) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na goeddunke betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

Klousule 13—Oorpakke

(1) Geregistreerde vervaardigingsinrigtings in alle Streke moet aan alle werknemers, uitgesonderd skoonmaaksters, wagte, drywers of algemene werkers 'n minimum van drie eerstegraadse ketelmakersoorpakke of wasbare jasse per jaar gratis verskaf op grondslag van twee oorpakke aan die begin van die eerste tydperk van ses maande en een aan die begin van elke tweede tydperk van ses maande.

(2) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf ingevolge regulasies B6 en C20 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(3) Die werkgewer bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

HOOFSTUK IV

MOTORINGENIEURSINRIGTINGS

Klousule 1—Toepassingsbestek en Registrasie

(1) Hierdie Hoofstuk en die hele Afdeling A en Afdeling B is van toepassing op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is: Met dien verstande dat waar genoemde bepalings van Afdelings A en B strydig is met die bepalings van hierdie Hoofstuk laasgenoemde geldig is en voorkeur geniet.

(2) *(a)* Aansoek om registrasie as 'n motorgenieursinrigting vir die toepassing van hierdie Hoofstuk moet by die Raad of die Streekraad wat regsbevoegheid het, deur die werkgewer gedoen word in die vorm wat voorgeskryf word, en die Raad kan die betrokke bedryfsinrigting na goedvinde registreer vir dié tydperk en op dié voorwaardes wat hy mag bepaal, en die Raad moet die werkgewer van 'n sertifikaat met dié strekking voorsien, met vermelding, onder andere, van die grade arbeid wat deur daardie bedryfsinrigting in diens geneem mag word.

(b) Die Raad kan 'n sertifikaat wat kragtens paragraaf *(a)* van hierdie subklousule uitgereik is, te eniger tyd intrek of die voorwaardes daarvan wysig, en die werkgewer moet, wanneer hy skriftelik daarom versoek word, die sertifikaat binne 10 dae na ontvangs van sodanige skriftelike kennisgewing aan die Raad terugbesorg.

(c) 'n Werkgewer wie se motoringenieursinrigting nie ingevolge paragraaf *(a)* van hierdie subklousule geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan al die bepalings van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.

Klousule 2—Woordomskrywing

Vir die toepassing van hierdie Hoofstuk, beteken—

(1) ,,dieselpompkamerassistent'' 'n werknemer wat hoofsaaklik of uitsluitlik—

(a) brandstofpompe en inspuiters stroop;

(b) brandstofpompe op banke plaas en daarvan afneem;

(c) nossels met die hand fynslyp;

(*Opmerking.*—Die getal dieselpompkamerassistente wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 14 van Hoofstuk I van Afdeling C en klousule 3 (3) van hierdie Hoofstuk.);

(2) ,,enjinstroper'' 'n werknemer wat in 'n motoringenieursinrigting wat ooreenkomstig klousule 1 van hierdie Hoofstuk geregistreer is, hoofsaaklik of uitsluitlik motorvoertuigenjins en/of komponente van motorvoertuigenjins uitmekaarhaal en wat ook—

metaalspuitwerk en/of die hermetalisering van laers kan verrig;

enjins met 'n kwas of sproeispuit met beskermende verf kan verf;

(*Opmerking.*—'n Enjinstroper mag nie volledige motorvoertuigenjins uit onderstelle verwyder nie, behalwe in die mate aangedui op die Registrasiesertifikaat wat aan die werkgewer uitgereik is.);

(3) ,,vakman'' '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, 1944,

employee shall be paid a *pro rata* portion of his additional holiday pay on termination of service.

(9) The provisions of clause 11 (12), (13) and (14) of this Chapter shall apply *mutatis mutandis* in respect of additional holiday pay.

(10) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

Clause 13—Overalls

(1) Registered manufacturing establishments in all Regions shall supply free of charge to all employees other than chars, watchmen, drivers or general workers 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.

(2) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with regulations B6 and C20 of the Factories, Machinery and Building Work Act, 1941.

(3) The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

CHAPTER IV

AUTOMOTIVE ENGINEERING ESTABLISHMENTS

Clause 1—Scope of Application and Registration

(1) The provisions of this Chapter and all of the provisions of Divisions A and B shall apply to automotive engineering establishments registered as such by the Council: Provided that where the said provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) *(a)* Application for registration as an automotive engineering 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 specifying, *inter alia*, the grades of labour which may be employed by that establishment.

(b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph *(a)* of this subclause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.

(c) An employer whose automotive engineering establishment is not registered under paragraph *(a)* of this subclause shall in respect of such establishment be subject to all the provisions of Chapter I of Division C of this Agreement.

Clause 2—Definitions

For the purposes of the Chapter—

(1) "diesel pump room assistant" means an employee engaged mainly or exclusively on—

(a) stripping fuel pumps and injectors;

(b) placing fuel pumps on to benches and removing them;

(c) lapping nozzles by hand;

(*Note.*—The number of diesel pump room assistants that may be employed in any one establishment is governed by the ratio provisions of clause 14 of Chapter I of Division C and clause 3 (3) of this Chapter.);

(2) "engine stripper" means an employee who in any automotive engineering establishment which is registered in terms of clause 1 of this Chapter is engaged mainly or exclusively in dismantling motor vehicle engines and/or motor vehicle engine components and who may in addition—

carry out metal spraying and/or remetalling of bearings; paint engines with protective paint by brush or by spray;

(*Note.*—Except to the extent noted on the Certificate of Registration issued to an employer, an engine stripper may not remove complete engines from chassis.);

(3) "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, 1944, or in

of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

(b) in besit is van 'n Graad A-lidmaatskapkaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union uitgereik is; of

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is; of

(d) in besit is van 'n identiteitskaart wat deur die Streekraad uitgereik is;

(4) ,,algemene werker Graad I," met betrekking tot 'n geregistreerde motoringenieursinrigting, 'n werknemer wat bo en behalwe enige van die pligte opgenoem in klousule 3 (44) van Afdeling A, kleppe met die hand fynslyp nadat die klep en klepbedding deur 'n vakman gemasjineer is;

(5) ,,algemene werker Graad II," met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:

Gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakke aanbring;

kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

hulp op afleweringswaens verleen;

ketels bedien;

goedere dra;

buitebande sementeer;

met die hand, 'n borsel, masjien of bytmiddel skoonmaak, of ghries verwyder;

vorms skoonmaak;

bale, kiste of ander pakkette toemaak of oopmaak;

reserwedele volgens werkgewer se bestelling afhaal;

mengwerk verrig in verband met die verf van motorvoertuie;

goedere, briewe of boodskappe te voet, per fiets, driewiel of handvoertuig vervoer;

buitebande opsny;

grond vir fondamente, riole en slote uitgrawe en/of verwyder;

rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;

houers leegmaak;

selle van batterye vir inspeksie uithaal;

bakvulsel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende onderdele, soldeersel of sweiswerk aan nuwe onderdele en plaatmetaal wat vir duikklopwerk gebruik is, af- of gelyk vyl;

vure in oonde aansteek en stook en afval uit oonde verwyder;

binnebandvorms en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;

registrasienommerplate aanbring aan en/of verwyder van voertuie;

posstukke frankeer;

tuinwerk verrig;

masjinerie, met inbegrip van draaibanke en bogrondse asaandryfstelsel, smeer en olie terwyl dit stilstaan;

onderdele, materiaal en/of gereedskap onder toesig van 'n werknemer in 'n hoër loongroep vashou en onderdele en materiaal in posisie plaas;

materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;

voertuie laai en aflaai;

kratte maak;

pakkette en/of onderdele met 'n kwas of sproeispuit of rubberstempel merk en/of sjabloneer;

maskeerwerk verrig;

materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglasbestanddele meng nie;

goedere verskuif en/of opstapel en/of uitpak;

goederehysers en briefkopieer- of afrolmasjiene bedien;

verfwerk met 'n kwas en/of sproeispuit verrig aan asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens;

verfwerk met 'n kwas aan voor- en agterstampers, wiele van handelsvoertuie of busonderstelle verrig; ruwe waterdigtingsverf aan seildoek aanbring; grofverfwerk aan die binnekant van motorbakke verrig;

poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;

vorms poleer;

voedsel voorberei wat gaargemaak moet word;

metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;

pik van batterye verwyder;

binnebandvorms en seksiesakke heelmaak;

vulsel, grondlaag en stopverf af- of gelyk vryf;

skuurwerk verrig;

vorms vasskroef;

batterye verseël;

skaafsels in gietblokvorms smelt;

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 Combined Workers' Union; or

(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951; or

(d) is in possession of an identity card issued by the Regional Council;

(4) "general worker, Grade I," means, in relation to a registered automotive engineering establishment an employee who in addition to any of the duties enumerated in clause 3 (44) of Division A is engaged on the lapping of valves by hand after valve and seat have been machined by a journeyman;

(5) "general worker, Grade II," means, in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Affixing printed or ready addressed labels on to bottles, boxes bales or other packages;

applying adhesives, belt dressing, deadener materials or anti corrosive coatings (excluding primer, surfaces and finishing coats) putty, sealing compounds for purposes of dust-proofing and/or water-proofing;

assisting on delivery vans;

attending to boilers;

carrying goods;

cementing tyres;

cleaning by hand, brush, machine or pickling, or degreasing;

cleaning moulds;

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;

cutting tyres;

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 filling, 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 panel beaten;

firing and loading ovens and furnaces and removing refuse from furnaces;

fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;

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 materials previously recorded by storekeepers;

loading and unloading vehicles;

making crates;

marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;

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 gun, axles, brake drums, chassis and underside of vehicle bodies and of trailers;

painting by brush front and rear bumpers, wheels of commercial vehicles or bus chassis; rough water-proofing paint or canvas; rough stuff to inside of vehicle bodies;

polishing by hand or machine in connection with the painting of motor vehicles;

polishing moulds;

preparing food for cooking;

pre-treating metal by chemical process in panel beating establishments;

removing pitch from batteries;

repairing curing tubes and sectional bags;

rubbing down of filling, primer and putty;

sandpapering;

screwing down moulds;

sealing batteries;

smelting of shavings into ingot forms;

materiaal roer;
buitebande stroop;
klapperhaar en perdehaar pluis;
buitebande afwerk;
vorms met was bestryk;
goedere toedraai;
adresse vanaf fakture of verpakkingstrokies afskryf;

(6) ,,werkman-enjinmonteur" beteken 'n werknemer ouer as 22 jaar met bewys van minstens drie jaar ondervinding in 'n ambag wat vir die Motornywerheid aangewys is of, met die toestemming van die betrokke Streekraad, in 'n ander ambag, en wat onder toesig van 'n vakman enjins monteer in 'n bedryfsinrigting wat ingevolge Hoofstuk IV van hierdie Ooreenkoms geregistreer is:

(7) ,,werkmanmasjinis, gekwalifiseer," 'n werknemer in 'n geregistreerde motoringenieursinrigting wat hoofsaaklik of uitsluitlik die volgende verrig en meer as een jaar lank verrig het:

(a) Een of twee, maar hoogstens twee, van die volgende enkeldoelmasjiene stel en bedien:
Krukasslyper;
silinderboormasjien en -slyper;
suierstangopknappingsmasjien;
en wat in die loop van sodanige stelwerk en bediening presisiemeetinstrumente gebruik wat gewoonlik op of met sodanige masjiene gebruik word;
(*Opmerking.*—Vir die toepassing van hierdie omskrywing kan afsonderlike boor- en slypmasjiene as een enkeldoelmasjien beskou word.);

(b) oppervlakke van silinderkoppe en -blokke slyp;
klephervlakkingsmasjiene bedien;
klepbeddings afwerk;
klepleier verwyder en terugplaas;
klepinlaatbeddings inpas maar nie maak nie;
leiers ruim;
uitdyproppe en heliese spoele pas;
kleppe fynslyp of slyp;
silinderkoppe monteer, uitgesonderd nokasse en laers aan bo-nokas-enjins;
krukas- en/of laer- en suiersamestelle inmekaarsit, uitgesonderd die vasdraai daarvan;
olie- en brandstofpompsamestelle, oliebakke en silinderkoppe vervang, uitgesonderd die vasdraai daarvan;
brandstof- en elektriese hulpuitrusting vervang, uitgesonderd die kalibrering en stel daarvan;

(*Opmerking.*—Die getal werkmanmasjiniste wat in 'n bepaalde bedryfsinrigting in diens geneem mag word, word bepaal deur die getalsverhoudingsbepalings van klousule 3 (4) van hierdie Hoofstuk.);

(8) ,,werkmanmasjinis, ongekwalifiseer," 'n werkmanmasjinis met hoogstens een jaar ondervinding.

Klousule 3—Werknemers en Getalsverhouding

(1) Behoudens subklousule (2) van hierdie klousule mag 'n motoringenieursinrigting wat ingevolge klousule 1 van hierdie Hoofstuk by die Raad geregistreer is, benewens vakleerlinge en kwekelinge wat hy in diens mag neem ingevolge klousule 1 (2) van Afdeling A van hierdie Ooreenkoms en die klasse werknemers bedoel in klousule 3 van Afdeling B en klousule 3 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms, enigeen van die klasse werknemers in klousule 4 van hierdie Hoofstuk bedoel in diens neem ooreenkomstig die voorwaardes in hierdie Hoofstuk voorgeskryf: Met dien verstande dat indien die bepalings van Afdelings A of B of Hoofstuk I van Afdeling C strydig is met die bepalings van hierdie Hoofstuk, die bepalings van hierdie Hoofstuk moet geld en voorkeur moet geniet.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms is die bepalings van Hoofstuk I van Afdeling C met betrekking tot bakwinkelassistente, B/A-vakmanne en herstelwinkelassistente nie van toepassing op motoringenieursinrigtings wat as sodanig by die Raad geregistreer is nie.

(3) 'n Werknemer mag nie 'n dieselpompkamerassistent in diens neem nie tensy hy minstens een vakman aktief in sy pompkamer in diens het, en die aantal dieselpompkamerassistente in sy diens mag nooit meer wees nie as die aantal vakmanne wat aktief in sy pompkamer werksaam is.

(4) 'n Werkgewer mag nie 'n werkmanmasjinis in diens neem nie tensy hy minstens een vakman in sy diens het en die totale getal werkmanmasjiniste in sy diens mag nooit meer wees nie as òf—

(a) die totale getal vakmanne in sy diens; òf
(b) twee maal die totaal van die aantal vakleerlinge by hom ingeboek en die aantal kwekelinge by hom in diens ingevolge die Wet op Opleiding van Vakmanne, 1951:

Met dien verstande dat hierdie klousule nie geag moet word van 'n werkgewer te vereis om enige werkmanmasjinis in sy diens op 21 Junie 1974 te ontslaan nie.

(*Opmerking.*—Aansoeke om vrystellings van die bepalings van hierdie subklousule moet aan die Nasionale Raad gerig word, dit wil sê, nie aan Streeksrade soos in die geval van ander vrystellings nie.)

stirring materials;
stripping tyres;
teasing coir and horsehair;
trimming tyres;
waxing moulds;
wrapping of goods;
writing of addresses copied from invoices of packing slips;

(6) "operative engine assembler" means an employee over the age of 22 years who is able to prove not less than three years' experience in any trade designated for the Motor Industry or, with the approval of the Regional Council concerned, experience in some other trade and who under the supervision of a journeyman assembles engines in an establishment registered in terms of Chapter IV of this Agreement;

(7) "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;
connecting-rod 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 welch plugs and helical coils;
lapping or grinding valves;
assembling cylinder heads other than camshafts and bearings on overhead camshaft engines;
assembling crankshafts and/or bearing and piston assemblies, excluding the torquing of these;
replacing oil and fuel pump assemblies, sumps and cylinder heads, excluding the torquing of these;
replacing fuel and electrical ancillaries, excluding the calibrating and setting of these.

(*Note.*—The number of operative machinists that may be employed in any one establishment is goverened by the ratio provisions of clause 3 (4) of this Chapter.);

(8) "operative machinist, unqualified," means an operative machinist who has had not more than one year's experience.

Clause 3—Employees and Ratios

(1) Subject to the provisions of subclause (2) of this clause, an automotive engineering establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1 (2) of Division A of this Agreement, and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Divisions A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

(2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to automotive engineering establishments registered as such by the Council.

(3) An employer shall not employ a diesel pump room assistant unless he has at least one journeyman actively engaged in his pump room, and the number of diesel pump room assistants in his employ shall at no time exceed the number of journeymen actively engaged in his pump room.

(4) An employer shall not engage an operative machinist unless he has at least one journeyman in his employ and the total number of operative machinists in his employ shall at no time exceed either—

(a) the aggregate number of journeymen in his employ; or
(b) twice the aggregate of the number of apprentices indentured to him and the number of trainees in his employ in terms of the Training of Artisans Act, 1951:

Provided that the provisions of this clause shall not be deemed to require an employer to discharge any operative machinist in his employ at 21 June 1974.

(*Note.*—Applications for exemptions from the provisions of this subclause must be directed to the National Council, i.e. not to Regional Councils as in the case of other exemptions.)

(5) 'n Werkgewer mag nie 'n werkman-enjinmonteur in diens neem nie tensy hy minstens een vakman aktief in sy werkwinkel in diens het.

KLOUSULE 4—LONE

Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, word in die Loonbylae hieronder uiteengesit.

(*Opmerking.*—In die geval van maandeliks besoldigde werknemers moet die minimum loon vier en een derde maal die bedrag wees wat in hierdie Bylae getoon word.)

LOONBYLAE

Klas werknemer	*Loon per week (Alle gebiede)*
	R
Dieselpompkamerassistent	
gedurende eerste ses maande ondervinding	46,99 (R1,00 per uur)
daarna	48,76 (R1,06 per uur)
Enjinstroper	34,50 (75c per uur)
Vakman	100,28 (R2,18 per uur)
Werkman-enjinmonteur	90,16 (R1,96 per uur)
Werkmanmasjinis:	
Gekwalifiseer	76,82 (R1,67 per uur)
Ongekwalifiseer	53,36 (R1,16 per uur)

(2) 'n Werkgewer kan van 'n ongekwalifiseerde werkmanmasjinis wat, by die aanvaarding van diens by 'n nuwe werkgewer as 'n werkmanmasjinis, krediet wil eis vir ondervinding as 'n ongekwalifiseerde werkmanmasjinis in die verlede, of 'n werkmanmasjinis wat daarop aanspraak maak dat hy gekwalifiseer is, vereis om 'n diensertifikaat te toon wat besonderhede van sy ondervinding as 'n werkmanmasjinis in die verlede gee.

(3) Vir die toepassing van hierdie klousule beteken „ondervinding" die totale tydperk of tydperke diens van 'n werknemer by òf sy huidige òf enige ander werkgewer gehad het in die besondere beroep waarin hy werksaam is.

KLOUSULE 5—WERKURE

(1) Behoudens subklousule (5) van hierdie klousule en ondanks andersluidende bepalings in hierdie subklousule, mag die gewone werkure van 'n werknemer hoogstens 46, uitgesonderd etenspouses, in 'n bepaalde week en agt, uitgesonderd etenspouses, op 'n bepaalde dag wees: Met dien verstande dat—

(i) in 'n bedryfsinrigting waar die gewone werkure op een dag in elke week hoogstens vyf is, daar van 'n werknemer vereis, of hy toegelaat kan 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 vyf dae in die week werk nie, op enige werkdag vereis, of hy toegelaat kan word om vir 'n addisionele tydperk van een en 'n kwart uur te werk.

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

(a) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) om, as dit 'n vrou is—

(i) tussen 18h00 en 06h00 te werk nie;

(ii) na 13h00 op meer as vyf dae in 'n week te werk nie;

(c) om as hy 'n vakman of 'n vakleerling is, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae of, in die geval van ander werknemers, oor meer as vyf en 'n half dae per week te werk nie:

Met dien verstande dat 'n werkgewer met sy werknemers wat gewoonlik slegs vyf dae per week werk, ooreen kan kom dat die ononderbroke pouse in paragraaf *(a)* van hierdie subklousule bedoel, tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse in werking gestel word, moet die werkgewer die Sekretaris van die Streekraad in sy gebied skriftelik in kennis stel dat sodanige werknemers ingestem het dat die pouse ingekort word.

(3) 'n Werkgewer kan van verskillende werkwinkelwerknemers of algemene werkers vereis om hul skofte op verskillende tye te begin of te eindig, maar die tydperk tussen die aanvangstyd van die vroegste skof en die aanvangstyd van die laaste skof mag hoogstens 45 minute wees.

(4) Alle werknemers, uitgesonderd diensverkopers, is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke oggend- en namiddag-werktydperk, en sodanige pouse moet vir doeleindes van die berekening van besoldiging geag word deel van die gewone werkure te wees.

(5) Wanneer daar van 'n diensverkoper vereis word om te eniger tyd

(5) An employer shall not employ an operative engine assembler unless he has at least one journeyman actively engaged in his workshop.

CLAUSE 4—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 Wage Schedule below.

(*Note.*—In the case of monthly-paid employees, the minimum wage shall be four and one third times the amount reflected in this Schedule.)

WAGE SCHEDULE

Class of employee	*Wages per week (All areas)*
	R
Diesel pump room assistant—	
during first six months of experience	46,00 (R1,00 per hour)
thereafter	48,76 (R1,06 per hour)
Engine stripper	34,50 (75c per hour)
Journeyman	100,28 (R2,18 per hour)
Operative engine assembler	90,16 (R1,96 per hour)
Operative machinist:	
Qualified	76,82 (R1,67 per hour)
Unqualified	53,36 (R1,16 per hour)

(2) An employer may require 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, or an operative machinist who claims that he is qualified, to produce a certificate of service details of his past experience as an operative machinist.

(3) "Experience" for the purposes of this clause shall mean 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.

CLAUSE 5—HOURS OF WORK

(1) Subject to the provisions of subclause (5) of this clause the ordinary hours of work of any employee shall notwithstanding anything to the contrary contained in this subclause, not exceed 46, excluding meal intervals, in any one week and eight, excluding meal intervals, 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 one and a quarter hours.

(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 18h00 and 0600;

(ii) after 13h00 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 five and a half days in any week:

Provided that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in paragraph *(a)* of this subclause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation the employer shall inform the Secretary for the Regional Council in his area, in writing, that such employees have agreed to the reduced interval.

(3) An employer may require different workshop employees or general workers 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 service supply salesmen, shall be entitled to and be granted a rest interval of 10 minutes at as nearly as practicable to 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 service supply salesman is at any time during the

in die loop van sy diens werk op 'n ander plek as in die bedryfsinrigting van sy werkgewer te verrig, is subklousule (2) hiervan nie van toepassing nie en kan die ure voorgeskryf in subklousule (1) van hierdie klousule vir die doeleindes van sodanige werk met vier uur per dag verleng word, met 'n maksimum van 24 uur per week.

(6) Behoudens klousule 5 (10) van Afdeling A betreffende afwesigheid van diens en klousule 8 van hierdie Hoofstuk betreffende korttyd, moet die week van 'n algemene werker geag word 46 uur te wees wanneer sodanige algemene werker 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.

(7) 'n Werknemer wat deur die Polisie gearresteer of aangehou word vir 'n oortreding of 'n vermoedelike oortreding, moet vir die tydperk waarin hy onder arres 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 word sonder toestemming van sy werk afwesig te gewees het.

Klousule 6—Oortydwerk

(1) Behoudens klousule 7 van hierdie Hoofstuk betreffende Sondagwerk, moet tyd gewerk deur werknemers ná voltooiing van die gewone werkure voorgeskryf ingevolge klousule 5 van hierdie Hoofstuk en nadat tyd wat weens laatkom verloor is, opgemaak is of deur die werkgewer gekondoneer is, geag word oortyd te wees.

(2) Behoudens subklousule (3) van hierdie klousule—

(a) mag daar van geen werknemer vereis of hy toegelaat word om langer as 10 uur per week oortyd te werk nie;
(b) mag daar van geen werkwinkeladministrasiepersoneellid vereis of hy toegelaat word om langer as vyf uur per week en 20 uur per maand oortyd te werk nie;

Met dien verstande dat daar van geen vroulike werknemer vereis of sy toegelaat mag word om oortyd soos volg te werk nie:

(a) Vir meer as twee uur op 'n bepaalde dag;
(b) op meer as drie agtereenvolgende dae;
(c) op meer as 60 dae in 'n bepaalde jaar;
(d) ná voltooiing van haar gewone werkure, vir meer as een uur op 'n bepaalde dag, tensy sy—
  (i) voor middag daarvan kennis gegee is; of
  (ii) van 'n toereikende maaltyd voorsien is voordat sy met oortydwerk moet begin; of
  (iii) 'n minimum toelae van 90c betyds betaal is om haar in staat te stel om 'n maaltyd te bekom en te nuttig voordat die oortydwerk moet begin.

(3) Ondanks andersluidende bepalings in hierdie klousule en behoudens die voorbehoud in subklousule (2) van hierdie klousule, mag geen werkwinkeladministrasiepersoneellid verplig of toegelaat word om—

(a) oortyd in verband met voorraadopname vir meer as 15 uur in 'n bepaalde jaar of oor 'n tydperk van meer as 12 agtereenvolgende dae te werk nie;
(b) oortyd, vir ander doeleindes as voorraadopname, soos volg te werk nie:
  (i) Vir meer as drie uur op 'n bepaalde dag;
  (ii) vir meer as 30 uur in 'n bepaalde jaar;
  (iii) op enige Saterdag of openbare vakansiedag.

(4) Die minimum besoldiging vir elke 15 minute oortyd of gedeelte daarvan deur 'n werknemer gewerk, is—

(a) in die geval van 'n vakman, drie agstes van sy uurloon;
(b) in die geval van ander werknemers as vakmanne—
  (i) drie agstes van sy uurloon vir oortyd tussen 18h00 en 24h00 gewerk;
  (ii) die helfte van sy uurloon vir oortyd tussen 24h00 en 06h00 gewerk:

Met dien verstande dat skoonmaaksters, algemene werkers graad I en graad II en drywers nie kwalifiseer vir oortyd ten opsigte van 'n week waarin hulle minder as 46 uur gewerk het nie. Hierdie syfer is onderworpe aan 'n *pro rata* vermindering indien van die volgende, gedurende 'n bepaalde week voorkom::

(i) 'n Statutêre openbare vakansiedag;
(ii) afwesigheid met die toestemming of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is;
(iii) die begin van 'n nuwe dienskontrak.

course of his employment required to work away from the establishment of his employer, the provisions of subclause (2) hereof shall not apply, and the hours stipulated in subclause (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) Subject to the provisions of clause 5 (10) of Division A relating to absences from employment and clause 8 of this Chapter relating to short-time, whenever any general worker works for less than 46 hours in any week owing 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 absenting himself without the employer's permission;

such general worker's week shall be deemed to be 46 hours.

(7) 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 purposes of this clause.

Clause 6—Overtime

(1) Subject to the provisions of clause 7 of this Chapter relating to Sunday work, time worked by employees after the completion of the ordinary hours of work prescribed in terms of clause 5 of this Chapter and after any time lost through lateness has been made up or condoned by the employer; shall be regarded as overtime.

(2) Subject to the provisions of subclause (3) of this clause—

(a) no employee shall be required or permitted to work overtime for more than 10 hours in any one week;
(b) no workshop administrative staff shall be required or permitted to work overtime for more than five hours in any one week and 20 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 90c 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 subclause (2) of this clause, no workshop administrative staff shall be required or permitted to work.—

(a) overtime on stock-taking 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 stock-taking—
  (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 payment for each 15 minutes or part thereof of overtime worked by an employee shall be—

(a) in the case of a journeyman, three-eighths of his hourly wage;
(b) in the case of employees other than journeyman—
  (i) three-eighths of his hourly wage for overtime worked between 18h00 and 24h00;
  (ii) a half of his hourly wage for overtime worked between 24h00 and 06h00;

Provided that chars, general workers, Grade I and Grade II, and drivers shall not qualify for overtime in respect of any week during which they have worked less than 46 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) A statutory public holiday;
(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision he may appeal there against to the National Council whose decisions shall be final;
(iii) the beginning of a new contract of employment.

KLOUSULE 7—SONDAGWERK

Die reg om op Sondae te werk

(1) Geen vakman mag verplig of toegelaat word om op 'n Sondag te werk nie, behalwe om noodwerk te verrig.

Besoldiging vir Sondagwerk

(2) Behoudens subklousule (3) van hierdie klousule betreffende vakmanne, moet die werkgewer van 'n werknemer wat op 'n Sondag werk, òf—

(a) die werknemer—
  (i) as hy aldus vir hoogstens vier uur werk, minstens die gewone besoldiging betaal wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk; òf
  (ii) as hy aldus vir meer as vier uur werk, minstens dubbel sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk of minstens dubbel die gewone besoldiging betaalbaar vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; of

(b) die werknemer minstens een en 'n derde maal sy gewone besoldiging betaal vir die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde getal gewone werkure vir daardie dag van die week gewerk het.

(3) Wanneer 'n vakman op 'n Sondag werk, moet sy werkgewer hom minstens dubbel sy gewone uurloon betaal vir elke uur of gedeelte van 'n uur wat hy aldus gewerk het.

KLOUSULE 8—KORTTYD

(1) Behoudens subklousule (3) van hierdie klousule en ondanks andersluidende bepalings in hierdie Ooreenkoms kan 'n werkgewer sy werknemers korttyd laat werk: Met dien verstande dat waar sodanige korttyd te wyte is aan 'n handelslapte 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 werkgewer hom voor of op 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 werkgewer 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 vier uur beskikbaar is, minstens vier uur se besoldiging vir sodanige dag betaal word.

(2) Waar daar korttyd gewerk word, is 'n werkgewer nie verplig om lone aan sy werknemers te betaal nie, behalwe vir die tydperk wat hulle werklik gewerk het of soos uitdruklik anders in subklousule (1) van hierdie klousule bepaal.

(3) 'n Werknemer mag nie op Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelsvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag of Gesinsdag op 'n korttydgrondslag geplaas word nie.

(4) 'n Werknemer mag nie op Setlaarsdag op 'n korttydgrondslag geplaas word nie, tensy—

(a) die meerderheid van die werknemers in die bedryfsinrigting korttyd wil werk; of

(b) korttyd op die dag voor of na sodanige openbare vakansiedag gewerk word; of

(c) sodanige statutêre openbare vakansiedag op 'n dag van die week val waarop die werknemers van 'n bedryfsinrigting ook op 'n korttydgrondslag geplaas is in die week onmiddellik voor dié waarin die statutêre openbare vakansiedag val.

(5) 'n Vakleering mag nie op 'n korttydgrondslag geplaas word nie, behalwe met die goedkeuring van die Registrateur van Vakleerlinge.

KLOUSULE 9—GEREEDHEIDSDIENS EN ROEP-TOELAES

(1) *Gereedheidstoelae:*

(a) 'n Werkgewer kan van 'n vakman vereis om ,,gereed" te wees op enige Saterdag en/of Sondag mits sodanige vakman of klerk minstens een week daarvan skriftelik kennis gegee word.

(b) Waar 'n werknemer ingevolge hierdie klousule ,,gereed" moet wees, moet hy 'n ,,gereedheidstoelae" van minstens R4 ontvang vir elke dag waarop hy ,,gereed" moet wees afgesien daarvan of daar van hom vereis word om te werk of nie: Met dien verstande dat as hy moet werk terwyl hy ,,gereed" moet wees, die ,,gereedheidstoelae" nie afgetrek mag word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

CLAUSE 7—SUNDAY WORK

The right to work on Sundays

(1) No journeyman shall be required or permitted to work on a Sunday except to perform emergency work.

Pay for Sunday work

(2) Subject to the provisions of subclause (3) of this clause relating to journeymen, the employer of an employee who works on a Sunday shall either—

(a) pay 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 of 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 of 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.

(3) Whenever any journeyman works on a Sunday his employer shall pay him at a rate of not less than double his normal hourly rate for every hour or part of an hour so worked.

CLAUSE 8—SHORT-TIME

(1) Subject to the provisions of subclause (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 subclause (1) of this clause.

(3) An employee may not be placed on short-time on New Year's Day, Good Friday, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day or Boxing Day.

(4) An employee may not be placed on short-time on Settlers' Day unless—

(a) the majority of the employees of the establishment wish to work short-time; or

(b) short-time is worked on the day preceding and the day succeeding such public holiday; or

(c) such statutory public holiday falls on a day of the week on which the employees of an establishment were also placed on short-time in the week immediately preceding that in which the statutory public holiday falls.

(5) An apprentice may not be placed on short-time except with the approval of the Registrar of Apprenticeship.

CLAUSE 9—STAND-BY AND CALL-OUT ALLOWANCES

(1) *Stand-by allowance:*

(a) An employer may require a journeyman to "stand by" on any Saturday and/or Sunday: Provided that such journeyman shall be entitled to notice, in writing, of not less than one week to that effect.

(b) Whenever an employee is required to "stand by" in terms of this clause, he shall be paid, irrespective or whether or not he is required to work whilst on "stand by", a "stand-by" allowance of not less than R4 in respect of each day on which he is required to "stand by": Provided that whenever he is required to work whilst on "stand by" the "stand-by" allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

(c) 'n Werknemer wat ,,gereed" moet wees, moet homself vir diens aanmeld binne een uur nadat hy geroep is en as hy versuim om homself aan te meld, verbeur hy die ,,gereedheidstoelae".

(2) *Roep-toelaes:*

(a) 'n Werkgewer kan 'n werknemer vóór sy gewone aanvangstyd of ná sy gewone uitskeityd roep om te werk op enige dag van die week, mits daar 'n roep-toelae van R4 betaal word in elke geval waar so 'n werknemer aldus opgeroep word.

(b) 'n Werknemer wat aldus geroep word, moet homself vir diens aanmeld binne een uur nadat hy geroep is.

(c) As 'n werknemer geroep word, mag die roep-toelae nie afgetrek word van besoldiging wat vir sodanige werk ingevolge hierdie Ooreenkoms betaalbaar is nie.

KLOUSULE 10—OPENBARE VAKANSIEDAE

(1) *(a)* Alle werknemers is geregtig op verlof met volle besoldiging op die volgende statutêre openbare vakansiedae:

Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Krugerdag, Geloftedag, Kersdag en Gesinsdag.

(*Opmerking.*—2 Januarie is nie 'n statutêre openbare vakansiedag nie, behalwe waar Nuwejaarsdag op 'n Sondag val.)

(b) Ondanks paragraaf *(a)* van hierdie subklousule, verbeur 'n werknemer wat op die werkdag onmiddelik vóór of ná 'n statutêre openbare vakansiedag met besoldiging van die werk afwesig is, sy reg om vir sodanige openbare vakansiedag betaal te word, tensy sy afwesigheid deur die werkgewer toegelaat of gekondoneer word.

(c) 'n Werknemer wat reken hy word veronreg deur die toepassing op hom van paragraaf *(b)* van hierdie subklousule kan by 'n Streekraad appèl aanteken teen die werkgewer se beslissing wat op hom van toepassing gemaak is en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in daardie geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se besluit tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad wie se beslissing finaal is.

(d) Waar 'n statutêre openbare vakansiedag op 'n Sondag val, moet die daaropvolgende Maandag vir die toepassing van hierdie klousule geag word daardie bepaalde vakansiedag te wees, en waar Kersdag op 'n Sondag val, moet die daaropvolgende Dinsdag geag word Gesinsdag te wees.

(e) Indien 'n statutêre openbare vakansiedag op 'n Saterdag val, word so 'n Saterdag nie 'n vakansiedag met besoldiging vir 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie.

(2) Behoudens subklousule (1) hiervan, wanneer 'n werknemer werk op enige van die statutêre openbare vakansiedae ten opsigte waarvan hy kragtens subklousule (1) op verlof met volle besoldiging geregtig is, moet sy werkgewer hom, benewens sy gewone besoldiging vir sodanige dag die volgende betaal:

(a) Minstens sy uurloon vir elke uur of gedeelte van 'n uur gewerk, tot agt uur; en

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

(3) Wanneer een van die statutêre openbare vakansiedae in subklousule (1) bedoel op 'n dag val waarop daar nie gewerk word nie, uitgesonderd 'n Sondag, moet 'n werknemer wat op sodanige statutêre openbare vakansiedag werk, die loon betaal word wat voorgeskryf word in klousule 6 (4) van hierdie Hoofstuk.

(4) As 'n werkgewer sy bedryfsinrigting wil sluit op 'n ander statutêre openbare vakansiedag as dié in subklousule (1) *(a)* bedoel, moet hy—

(a) vakleerlinge die besoldiging betaal wat hulle sou ontvang het as hulle op sodanige dag gewerk het;

(b) as hy nie later nie as drie uur voor die gewone uitskeityd op die laaste werkdag voor sodanige openbare vakansiedag, 'n kennisgewing wat die tydperk meld waarin werknemers, uitgesonderd dié wie se besoldiging in paragraaf *(a)* van hierdie subklousule voorgeskryf word, nie hoef te werk nie, op 'n plek vertoon het wat maklik vir sy werknemers toeganklik is—

(i) vakmanne minstens R2, vir sodanige statutêre openbare vakansiedag betaal;

(ii) alle ander werknemers, nie elders in hierdie subklousule vermeld nie, minstens een vyftiende van 'n week se loon betaal;

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

(5) 'n Werkgewer wat van 'n vakman vereis om te werk op 'n statutêre openbare vakansiedag waarop sy bedryfsinrigting ingevolge subklousule (4) *(b)* hiervan gesluit is, moet aan sodanige vakman R4

(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.

(2) *Call-out allowance:*

(a) An employer may call out an employee to work prior to his normal starting or after his normal finishing time on any day of the week provided a call-out allowance of R4 shall be paid in each case such employee is so called out.

(b) An employee is so called out shall present himself for duty within one hour of being called out.

(c) Whenever an employee is called out, the call-out allowance shall not be set off against remuneration payable in terms of this Agreement for such work.

CLAUSE 10—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, Easter Monday, Ascension Day, Republic Day, Kruger Day, Day of the Covenant, Christmas Day and Boxing Day.

(*Note.*—2 January is not a statutory public holiday except when New Year's Day falls on a Sunday.)

(b) Notwithstanding the provisions of paragraph *(a)* of this subclause, an employee who absents himself from his place of employment on the whole or part of the work-day immediately preceding or following a paid statutory public holiday shall forfeit his right to be paid for such holiday unless his absence is with the permission or condonation of the employer.

(c) Any employee who is aggrieved by the application to him of the provisions of paragraph *(b)* of this subclause may appeal to a Regional Council against the employers decision applied to him and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision, he may appeal thereagainst to the National Council whose decision shall be final.

(d) 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.

(e) Where any statutory public holiday falls on a Saturday such Saturday does not become a paid holiday for an employee who does not normally work on a Saturday.

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

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

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

(3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 6 (4) of this Chapter.

(4) If an employer wishes to close his establishment on any statutory public holiday other than those referred to in subclause (1) *(a)* he shall—

(a) pay apprentices the remuneration they would have received if they had worked on such day;

(b) if he had displayed not later than three 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 subclause 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 subclause, not less than one-fifteenth of a week's wages;

(c) if he closes his establishment without displaying the notice in terms of paragraph *(b)* of this subclause 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 subclause (4) *(b)* hereof, shall pay such journeyman R4 plus

betaal, plus die besoldiging wat hy ingevolge klousule 4 en 5 van hierdie Hoofstuk vir werk op 'n gewone werkdag sou moes betaal het.

KLOUSULE 11—JAARLIKSE VERLOF EN BESOLDIGING VIR OPGELOPE VERLOF

(1) Vir die toepassing van hierdie klousule—

(a) beteken ,,verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die uitdrukkings ,,diens" en ,,skof" geag die volgende in te sluit:

(i) Skofte wat korter duur as dié wat ooreenkomstig hierdie Hoofstuk toegelaat word, omdat—

(aa) die werknemer laat op sy werkplek aangekom het, maar nie later as 'n halfuur nie; of

(ab) korttyd gewerk is; of

(ac) sodanige korter skofte met die toestemming van die werkgewer gewerk is;

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;

(ab) militêre diens ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), moes ondergaan tot 'n maksimum van vier maande per jaar;

(ac) op las of op versoek van sy werkgewer van sy werk afwesig was;

(ad) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van sy werk afwesig was op enige van die openbare vakansiedae in klousule 10 van hierdie Hoofstuk bedoel:

Met dien verstande dat 'n werknemer wat sy diens na die verstryking van sy jaarlikse verlof beëindig deur te dros, geen eis ten opsigte van subparagraaf (ii) *(aa)* hierbo het nie;

(c) 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 'n werknemer ontvang het of wat hom toegekom het vir die 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig is, of, as hy minder as 13 weke gewerk het, die gemiddelde bedrag wat die werknemer ontvang het of wat hom toegekom het vir die getal voltooide weke wat hy werklik gewerk het.

(2) Drie agtereenvolgende weke verlof met volle besoldiging moet toegestaan word aan alle werknemers, met inbegrip van vakleerlinge en kwekelinge wat ingevolge die Wet op Opleiding van Ambagsmanne, 1951, opleiding ondergaan en wat sedert die datum van indiensneming of die datum waarop die vorige jaarlikse verlof verskuldig geword het, naamlik die jongste datum, die tydperk van ononderbroke diens wat in die Bylae van hierdie subklousule gemeld word, by dieselfde werkgewer voltooi het.

Bylae

(a) Weekliks besoldigde werknemers: 261 skofte, uitgesonderd oortydwerk.

(b) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof word verskuldig sodra 'n werknemer die kwalifiserende tydperk in subklousule (2) van hierdie klousule vermeld, voltooi het, maar dit kan geneem word voordat of nadat dit verskuldig word indien—

(a) die omstandighede van die werkgewer se besigheid dit vereis; of

(b) die werkgewer en werknemer aldus ooreenkom:

Met dien verstande dat jaarlikse verlof in geen omstandighede meer as twee maande voor die verskuldigde datum geneem of langer as vier maande na die verskuldigde datum uitgestel mag word nie, tensy die betrokke werknemer en werkgewer voor die verstryking van sodanige tydperk van vier maande, skriftelik daaroor ooreengekom het, en dat dit nie langer as ses maande na die verskuldigde datum uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem: Met dien verstande dat dit nie minder mag wees nie as die skaal wat in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskryf is; en die werkgewer moet dit aan hom betaal op die laaste werkdag voordat sy verlof begin.

(5) As enige van die openbare vakansiedae met besoldiging wat in klousule 10 van hierdie Hoofstuk vermeld word, op 'n werkdag binne die verlof van 'n werknemer val, moet die werkgewer—

(a) òf een werkdag met volle besoldiging by genoemde verlof voeg vir elke sodanige openbare vakansiedag met besoldiging;

the remuneration he would pay in terms of clauses 4 and 5 of this Chapter for work on a normal working day.

CLAUSE 11—ANNUAL LEAVE AND ACCRUED LEAVE PAY

(1) For the purposes of this clause—

(a) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(b) the terms "employment" and "shift" shall be deemed to include—

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

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

(ab) short-time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

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

(aa) absent on paid leave in terms of this Agreement;

(ab) undergoing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent ot a maximum period of four months per year;

(ac) absent from work on the instruction or at the request of his employer;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle;

(ae) absent from work on any of the public holidays referred to in clause 10 of this Chapter:

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion, shall have no claim in respect of subparagraph (ii) *(aa)* above;

(c) "remuneration" shall mean 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, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

(2) Three consecutive weeks' leave on full pay shall be granted to all employees, including apprentices and trainees undergoing training under the Training of Artisans Act, 1951, 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 subclause.

Schedule

(a) Weekly paid employees: 261 shifts, excluding overtime

(b) Monthly paid employees: 12 months.

(3) Annual leave shall become due immediately an employee has completed the qualifying period specified in subclause (2) of this clause, 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 expiration of such period of four months, agreed thereto, in writing, and shall not be delayed by more than six months after due date.

(4) 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: Provided that this shall not be less than the rate prescribed in this Chapter for the category of employee concerned; and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 10 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 said public holiday; or

(b) òf 'n gewone dag se besoldiging aan die betrokke werknemer in plaas van verlof betaal op die betaaldag wat onmiddellik na sodanige werknemer se verlof volg.

(6) *(a)* Jaarlikse verlof mag nie saamval met 'n werknemer se diensopseggingstermyn nie en ook nie, tensy die werknemer dit skriftelik versoek, met 'n tydperk waarin hy militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.

(b) 'n Tydperk waarin 'n werknemer met siekteverlof is, word nie geag deel van sodanige werknemer se jaarlikse verlof uit te maak nie.

(7) Geen werknemer mag sy gewone beroep gedurende sy verlof beoefen nie en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrae wat aan 'n werkgewer verskuldig is, by wyse van skuldvergelyking van verlofbesoldiging afgetrek word nie.

(9) By diensbeëindiging van 'n werknemer wat vir jaarlikse verlof kragtens subklousule (2) van hierdie klousule kwalifiseer maar aan wie verlof nie toegestaan is of wat sy verlof nie voor die datum van sodanige beëindiging geneem het nie, moet die werkgewer hom verlofbesoldiging betaal wat in ooreenstemming met subklousule (10) van hierdie klousule bereken word.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voordat hy ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof kwalifiseer, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide „week" diens vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule, beteken „week" die getal skofte wat 'n werknemer gewoonlik in 'n week werk.

(*Opmerking.*—Besoldiging vir opgelope verlof word bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir 6 maande diens is die verlofbesoldiging ½ × 3 weke se besoldiging.

Vir 13 weke diens is die verlofbesoldiging ¼ × 3 weke se besoldiging.

Vir 5 weke diens is die verlofbesoldiging $\frac{5}{52} \times 3$ weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandeliks besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandelikse besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

6 maande, dus ½ × $\frac{9}{13}$ × 1 maand se besoldiging;

13 weke, dus ¼ × $\frac{9}{13}$ × 1 maand se besoldiging;

5 weke, dus $\frac{5}{52} \times \frac{9}{13}$ × 1 maand se besoldiging.)

(11) *(a)* In die geval van alle werknemers, uitgesondered vakmanne, gekwalifiseerde werkmanmasjiniste en werkman-enjinmonteurs, moet die besoldiging vir opgelope verlof in subklousule (10) van hierdie klousule bedoel regstreeks aan die werknemer by diensbeëindiging betaal word.

(b) In die geval van vakmanne, gekwalifiseerde werkmanmasjiniste en werkman-enjinmonteurs mag die besoldiging vir opgelope verlof nie aan die werknemer oorhandig of deur hom geneem word nie maar moet dit onmiddellik by diensbeëindiging deur die werkgewer aan die Sekretaris van die Streekraad met regsbevoegdheid gestuur word.

(c) Wanneer 'n werkgewer 'n bedrag ingevolge paragraaf *(b)* van hierdie subklousule betaal, moet hy 'n verlofbetaalbewys in die vorm in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, in viervoud invul, een kopie hou, 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 en een kopie 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, gekwalifiseerde werkmanmasjinis of werkman-enjinmonteur uit sy diens ontslaan is of dit verlaat het voordat hy vir die jaarlikse verlof gekwalifiseer het, by 'n ander werkgewer in die Motornywerheid in diens tree, is die volgende bepalings van toepassing:

(i) Die werknemer moet aan die nuwe werkgewer kopieë van die verlofbetaalbewyse oorhandig wat vorige werkgewers in die Motornywerheid aan hom uitgereik het en wat hy ingevolge paragraaf *(c)* van hierdie subklousule bewaar het;

(ii) die werknemer se verlof word verskuldig wanneer hy by die nuwe werkgewer 'n getal skofte of 'n tydperk gewerk het wat gelyk is aan dié voorgeskryf in die Bylae van subklou-

(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.

(6) *(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 service in terms of the Defence Act, 1957.

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

(7) 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.

(8) 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.

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause, 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 subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the latter. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(*Note.*—Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus:

For 6 months' employment, leave pay is ½ × 3 weeks' pay.

For 13 weeks' employment, leave pay is ¼ × 3 weeks' pay.

For 5 weeks' employment, leave pay is $\frac{5}{52}$ × 3 weeks' pay.

To arrive at three weeks' pay for a *monthly paid* employee, multiply the monthly pay by $\frac{9}{13}$. Thus for a monthly paid employee the leave pay accrued in—

6 months is ½ × $\frac{9}{13}$ × 1 month's pay.

13 weeks is ¼ × $\frac{9}{13}$ × 1 month's pay.

5 weeks is $\frac{5}{52} \times \frac{9}{13}$ × 1 month's pay.)

(11) *(a)* In the case of all employees other than journeymen, qualified operative machinists and operative engine assemblers the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

(b) In the case of journeymen, qualified operative machinists and operative engine assemblers 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 subclause shall complete in quadruplicate a leave pay voucher in the form prescribed in Annexure C of this Agreement, shall retain one copy in this 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 subclause.

(d) Where a journeyman, qualified operative machinist or operative engine assembler 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 subclause;

(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 subclause

sule (2) van hierdie klousule, min die totaal van die skofte of tydperke gemeld in die kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgewer oorhandig het;

(iii) twee weke voordat die vakman, gekwalifiseerde werkmanmasjinis of werkman-enjinmonteur verlof met besoldiging van die nuwe werkgewer neem, moet die kopie van die verlofbetaalbewys wat die werknemer aan sy nuwe werkgewer oorhandig het, onderteken en aan die betrokke Streekraad voorgelê word en moet aansoek om betaling van die bedrag van sodanige bewys gedoen word;

(iv) die nuwe werkgewer moet aan die werknemer wanneer hy verlof met besoldiging neem, die verlofbesoldiging betaal wat ingevolge hierdie klousule vir hom opgeloop het;

(v) die werkgewer moet aan 'n vakman, gekwalifiseerde werkmanmasjinis of werkman-enjinmonteur wat sy diens verlaat nadat sy verlof verskuldig geword het maar voordat dit aan hom toegestaan is, die bedrag betaal wat as verlofbesoldiging aan hom verskuldig was toe sy verlof verskuldig geword het, en sodanige werknemer moet self die bedrag van enige verlofbetaalbewyse wat in sy besit is, van die betrokke Streekraad eis deur die bewyse te onderteken en hulle aan die Sekretaris van die Streekraad voor te lê.

(12) Besoldiging vir opgelope verlof wat deur 'n Streekraad of deur 'n werkgewer gehou word namens 'n werknemer wat weens gesondheidsredes of ander ongeskiktheid nie meer sy beroep kan voortsit nie, word onmiddellik aan die werknemer betaalbaar, en geld vir opgelope verlof wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, word onmiddellik aan sy boedel betaalbaar.

(13) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang word, moet gestort word in 'n spesiale rekening waarop Streekrade werk.

(14) Besoldiging vir opgelope verlof wat namens 'n vakman, gekwalifiseerde werkmanmasjinis of werkman-enjinmonteur gehou word, moet, behoudens andersluidende bepalings in hierdie klousule—

(a) indien hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke bereken vanaf die datum waarop die verlofbesoldiging begin oploop het;

(b) terwyl hy nog in die Nywerheid werksaam is, aan hom betaal word wanneer hy met sy jaarlikse verlof gaan;

of eerder, na goedvinde van die betrokke Streekraad.

(15) 'n Werkgewer kan te eniger tyd, maar hoogstens één maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde sy werknemers jaarlikse verlof toe te staan soos in hierdie klousule voorgeskryf, en waar 'n werknemer op die sluitingsdatum van die bedryfsinrigting nie op die volle voorgeskrewe jaarlikse verlof geregtig is nie, moet die werkgewer hom 'n bedrag betaal wat bereken word op die grondslag in subklousule (10) van hierdie klousule voorgeskryf, asof sy diens beëindig is, plus besoldiging, teen minstens die loon wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het, vir alle openbare vakansiedae met besoldiging wat binne die tydperk val waarin die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof gevoeg moet word.

Klousule 12—Addisionele Vakansiebesoldiging

(1) Vakmanne, gekwalifiseerde en ongekwalifiseerde werkmanmasjiniste, werkman-enjinmonteurs en enjinstropers in diens by geregistreerde motoringenieursinrigtings, is geregtig op addisionele vakansiebesoldiging.

(2) 'n Werkgewer moet ten opsigte van elke vakman, gekwalifiseerde werkmanmasjinis en werkman-enjinmonteur wat by hom in diens is, addisionele vakansiebesoldiging van R4 per week diens betaal: Met dien verstande dat—

(i) waar 'n vakman, gekwalifiseerde werkmanmasjinis of werkman-enjinmonteur vir minder as altesaam 23 uur in 'n week loon ontvang het of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens subklousule (1) *(b)* (ii) *(ad)* van die omskrywing van „skof" aan die begin van klousule 11 van hierdie Hoofstuk, namens sodanige werknemer vir daardie week betaalbaar is nie; en

(ii) waar 'n vakman, gekwalifiseerde werkmanmasjinis of werkman-enjinmonteur in enige verlofsiklus weens siekte of 'n ongeluk van sy werk afwesig was vir 30 skofte, sy werkgewer die addisionele vakansiebesoldiging met 80c kan verminder vir elke verdere dag afwesigheid weens siekte of 'n ongeluk.

(3) Behoudens subklousule (4) van hierdie klousule, moet die werkgewer die bedrae wat ingevolge subklousule (2) van hierdie klousule betaalbaar is, maandeliks en wel voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop sodanige bedrae betrekking het, saam met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elke sodanige werknemer gestuur word, aan die Sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, stuur.

(*Opmerking.*—Vorms wat spesiaal opgestel is, vir die insluiting van

(2) 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, qualified operative machinist or operative assembler is due to take paid leave from the new employer the copy of the 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, qualified operative machinist or operative engine assembler 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 him by signing these and submitting them to the Secretary of the Regional Council.

(12) 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.

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

(14) Except as otherwise provided in this clause, accrued leave pay held on behalf of a journeyman, qualified operative machinist or operative engine assembler shall be paid to him—

(a) if he leaves the Industry on the expiration of 52 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.

(15) An employer may at any time, but not more than once in any period of 12 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 subclause (10) 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 subclause (5) of this clause, at a rate of not less than he would normally have received for his ordinary working hours for that day of the week.

Clause 12—Additional Holiday Pay

(1) Journeymen, qualified and unqualified operative machinists, operative engine assemblers and engine strippers employed in registered automotive engineering establishments shall be entitled to additional holiday pay.

(2) In respect of every journeyman, qualified operative machinist and operative engine assembler employed by him, an employer shall pay additional holiday pay at the rate of R4 per week of employment: Provided that—

(i) where a journeyman, qualified operative machinist or operative engine assembler 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 subclause (1) *(b)* (ii) *(ad)* of the definition of "shifts" at the beginning of clause 11 of this Chapter, be payable on behalf of such employee in respect of that week; and

(ii) where in any leave cycle a journeyman, qualified operative machinist or operative engine assembler has been absent from work through illness or accident for 30 shifts, his employer may reduce the additional holiday pay by 80c in respect of each further day of absence through illness or accident.

(3) Subject to the provisions of subclause (4) of this clause, the amounts payable in terms of subclause (2) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the Secretary of the Regional Council in whose area of jurisdiction the establishment if situated.

(*Note.*—Forms prepared specifically for the inclusion of the details

die besonderhede vereis deur hierdie subklousule, is op aansoek verkrygbaar van die Sekretaris van die Streekraad in die betrokke Streek.)

(4) In gevalle waar 'n vakman, gekwalifiseerde werkmanmasjinis of werkman-enjinmonteur weens die redes gespesifiseer in subklousule (2) *(a)* van hierdie klousule van die werk afwesig was, moet die addisionele vakansiebesoldiging ingevolge subklousule (2) van hierdie klousule deur die werkgewer regstreeks aan die bevoordeelde betaal word voor of op elke betaaldag wat binne sy tydperk van afwesigheid val.

(5) Die addisionele vakansiebesoldiging wat ingevolge subklousule (2) van hierdie klousule deur werkgewers betaalbaar is, moet, behoudens klousule 26 van Afdeling A van hierdie Ooreenkoms, deur die Raad aan vakmanne, gekwalifiseerde werkmanmasjiniste en werkman-enjinmonteurs betaal word wanneer hulle met hul jaarlikse verlof gaan, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin, by die Sekretaris van die betrokke Streekraad ingedien word.

(6) 'n Werkgewer moet die addisionele vakansiebesoldiging aan elke enjinstroper en ongekwalifiseerde werkmanmasjinis wat by hom in diens is, betaal wanneer sodanige enjinstroper of ongekwalifiseerde werkmanmasjinis met sy jaarlikse verlof gaan.

(7) Behoudens subklousules (8), (9) en (10) van hierdie klousule bestaan die bedrag van die addisionele vakansiebesoldiging wat in subklousule (6) van hierdie klousule bedoel word, uit—

(a) in die geval van 'n enjinstroper, een week se loon vir elke 12 maande diens, bereken volgens die loon wat die werknemer verdien wanneer hy met verlof gaan;

(b) in geval van 'n ongekwalifiseerde werkmanmasjinis, R104 vir elke voltooide 12 maande diens.

(8) 'n Werkgewer kan een twee-en-vyftigste van die addisionele vakansiebesoldiging wat ingevolge subklousule (7) van hierdie klousule aan enjinstropers en ongekwalifiseerde werkmanmasjiniste verskuldig is, aftrek vir elke week wat die werknemer nie 'n volle vyf skofte werk nie: Met dien verstande egter dat geen bedrag afgetrek mag word nie vir weke wat—

(a) die werknemer met siekteverlof van sy werk afwesig was en 'n doktersertifikaat aan die werkgewer voorgelê het;

(b) die werknemer afwesig was op een van die openbare vakansiedae wat in klousule 10 van hierdie Hoofstuk bedoel word.

(9) Waar 'n enjinstroper of 'n ongekwalifiseerde werkmanmasjinis die diens van sy werkgewer verlaat voordat hy vir die addisionele vakansiebesoldiging kwalifiseer, moet 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging by diensbeëindiging aan sodanige werknemer betaal word.

(10) Waar 'n ongekwalifiseerde werkmanmasjinis tot gekwalifiseerde werkmanmasjinis bevorder word voordat hy kwalifiseer vir addisionele vakansiebesoldiging wat deur dieselfde werkgewer betaalbaar is, moet sodanige ongekwalifiseerde werkmanmasjinis 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging by sy bevordering betaal word.

(11) Behoudens klousule 14 (4) van Afdeling A mag geen bedrag by wyse van skuldvergelyking vir geld wat aan die werkgewer verskuldig is van die addisionele vakansiebesoldiging afgetrek word nie.

(12) Klousule 11 (12), (13) en (14) van hierdie Hoofstuk is *mutatis mutandis* op addisionele vakansiebesoldiging van toepassing.

(13) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na volstrekte goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

Klousule 13—Verskaffing van Oorpakke

(1) Elke werkgewer moet aan elkeen van sy werknemers, uitgesonderd skoonmaaksters, wagte, algemene werkers en drywers, drie eerstegraadse oorpakke aan die begin van elke jaarkring diens gratis verskaf.

(2) *Was en stryk van kledingstukke.*—Werknemers wat ingevolge hierdie Ooreenkoms van kledingstukke voorsien word, moet sodanige kledingstukke in 'n skoon toestand hou.

(3) Vir die toepassing van hierdie klousule beteken „jaarkring diens" 'n tydperk van 12 maande ononderbroke diens by dieselfde werkgewer, wat bereken moet word vanaf die datum van indienstreding by sodanige werkgewer.

(4) *Eiendomsreg.*—Die werkgewer bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

(5) *Byhou van register.*—

(a) Elke werkgewer wat kledingstukke ooreenkomstig hierdie klousule aan werknemers verskaf, moet 'n register byhou wat te alle tye ter insae beskikbaar is en waarin die name van al die

required by this subclause are obtainable on application from the Secretary of the Regional Council in the Region concerned.)

(4) In cases where a journeyman, qualified operative machinist or operative engine assembler has been absent from work for the reasons specified under subclause (2) *(a)* of this clause, the additional holiday pay in terms of subclause (2) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

(5) Subject to the provisions of clause 26 of Division A of this Agreement, the additional holiday pay payable by employers in terms of subclause (2) of this clause shall be payable by the Council to journeymen, qualified operative machinists and operative engine assemblers 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.

(6) 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.

(7) Subject to subclause (8), (9) and (10) of this clause, the amount of the additional holiday pay referred to in subclause (6) of this clause shall be—

(a) in the case of an engine stripper, one week's wage in respect of each 12 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, R104 for each completed 12 months of employment.

(8) An employer shall be entitled to deduct from the additional holiday pay due to engine strippers and unqualified operative machinists in terms of subclause (7) of this clause, one fifty-second 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 owing to the occurrence of one of the public holidays referred to in clause 10 of this Chapter.

(9) 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.

(10) 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.

(11) Subject to the provisions of clause 14 (4) of Division A no deductions from additional holiday pay shall be made as a set-off against any moneys which may be owing to the employer.

(12) The provisions of clause 11 (12), (13) and (14) of this Chapter shall apply *mutatis mutandis* in respect of additional holiday pay.

(13) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

Clause 13—Supply of Overalls

(1) Every employer shall supply to each of his employees other than chars, watchmen, general workers or drivers three first-grade overalls at the beginning of each yearly cycle of employment free of charge.

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

(3) For the purposes of this 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.*—The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

(5) *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

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 vorige paragraaf, is bewys van die ontvangs van sodanige kledingstukke deur die werknemer.

(6) *Beskermende klere.*—Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf ooreenkomstig regulasies B6 en C20 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

KLOUSULE 14—VERSKAFFING VAN GEREEDSKAP

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

Elektriese en/of druklugboormasjiene;
banke en bankskroewe;
domkragte en bokke;
skuurwiele;
katrolstelle of hyskrane;
ghriesspuite of ander ghriesapparaat;
verlengligte met 'n maksimum van een gloeilamp per maand;
poets- of sweetlappe;
middels vir die skoonmaak van olierige onderdele;
ystersaaglemme;
vyle van 203 mm en langer;
een werktuigkundige se wieg vir elke vakmanmotorwerktuigkundige wat in die werkgewer se werkwinkel werksaam is;
stoffeernaaimasjiene;
tapbouttrekkers;
bore van meer as 9,525 mm;
ruimers van alle groottes;
skroefsnygereedskap;
stokke en snymoere en snytappe;
blaaslampe;
alle spesiale moersleutels;
hamers van 1 361 g en swaarder;
Stillson-moersleutels van meer as 305 mm;
wringysters;
groot soldeerboute;
klinknaelstelle;
klepbeddingfrese;
klepslypmengsel;
mikrometers;
hidrometers en elektriese toets- en defekopsporingsapparaat;
grofsmidgereedskap;

en ander stukke gereedskap wat gewoonlik deur werkgewers verskaf word.

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

(3) *(a)* 'n Werkgewer moet aan elkeen van sy vakmanne wat sy eie gereedskap moet verskaf en aan elkeen van sy vakleerlinge wat sy eie gereedskap verskaf, 'n gereedskapstoelae van R1 per week, benewens sy gewone besoldiging betaal, behalwe in die geval van spuitverwers en vakleerlingspuitverwers aan elkeen van wie, benewens sy gewone besoldiging, 25c per week betaal moet word.

(b) Die gereedskapstoelae moet gelyktydig met die werknemer se loon betaal word, en behoudens 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 of 'n gedeelte van die voordeel van sodanige toelae ontneem word.

(c) Elke werkgewer moet in sy bedryfsinrigting, op 'n plek wat vir sy werknemers geredelik toeganglik 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 R250 per werknemer, verseker teen verlies weens brand en/of diefstal by wyse van inbraak by sy perseel.

(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 in subparagraaf (i) van hierdie subklousule bedoel, moet die betrokke werknemer daar en dan sodanige gereedskap op eie koste vervang, vernuwe of opknap.

(iii) Enige verlies weens brand of diefstal soos in subparagraaf

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.

(6) *Protective clothing.*—Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with regulations B6 and C20 of the Factories, Machinery and Building Work Act, 1941.

CLAUSE 14—SUPPLY OF TOOLS

(1) 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;
grease 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;
203 mm 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 9,525 mm;
reamers of all sizes;
screwing tackles;
stocks and dies and tapes;
blow lamps;
all special spanners;
hammers of 1 361 g and over;
Stillson wrenches over 305 mm;
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.

(2) In the event of any employee who is engaged on repetition work requiring large quantities or 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 R1 per week in addition to his normal remuneration except in the case of spraypainters and apprentic spraypainters who must be paid 25c 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 part 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 part 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 up to a maximum of R250 per employee against loss through fire and/or theft by forced entry into his premises.

(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 subparagraph (i) of this subclause 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

(i) bedoel van meer as R250 per werknemer moet deur die betrokke werknemer gedra word.

(e) Indien 'n vakman versuim om sodanige gereedskap te vervang, te vernuwe 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 die betrokke werknemer voldoen aan paragraaf *(d)* hiervan.

(f) 'n Werknemer wat minder as 23 uur in 'n week werk, is nie ten opsigte van sodanige week geregtig op 'n gereedskapstoelae soos in hierdie klousule bepaal nie.

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

(4) Die gereedskap in klousule (3) *(a)*, *(c)* en *(d)* van hierdie klousule bedoel, is dié wat in Aanhangsel F van hierdie Ooreenkoms vir die betrokke kategorie werknemer voorkom.

KLOUSULE 15—DIENSSERTIFIKAAT

Die dienssertifikaat in klousule 24 van Afdeling A van hierdie Ooreenkoms bedoel, moet in die geval van 'n werkmanmasjinis in diens in 'n geregistreerde motoringenieursinrigting in die vorm van Aanhangsel D van hierdie Ooreenkoms wees.

KLOUSULE 16—BESIGHEIDSURE

(1) Geen werkgewer mag 'n bedryfsinrigting of gedeelte van 'n bedryfsinrigting waarin motoringenieurswerk gewoonlik verrig word, op Saterdae of Sondae of vóór 06h30 of ná 18h30 op enige ander dag van die week, vir die publiek oopmaak, oophou of toelaat dat dit oop is nie.

(2) Geen werkgewer mag toelaat dat motoringenieurswerk op Saterdae of Sondae verrig word nie, tensy dit noodwerk is soos in hierdie Ooreenkoms omskryf.

HOOFSTUK V

VERNUWINGSINRIGTINGS

KLOUSULE 1—TOEPASSINGSBESTEK EN REGISTRASIE

(1) Die bepalings van hierdie Hoofstuk en al die bepalings van Afdelings A en B is van toepassing op vernuwingsinrigtings wat as sodanig by die Raad geregistreer is: Met dien verstande dat waar die bepalings van Afdelings A en B strydig is met die bepalings van hierdie Hoofstuk laasgenoemde geldig is en voorkeur geniet.

(2) *(a)* Die werkgewer moet, vir die toepassing van hierdie Hoofstuk, by die Raad of die Streekraad met regsbevoegdheid aansoek om registrasie as 'n vernuwingsinrigting doen in die vorm wat voorgeskryf word, en die Raad kan na goedvinde die betrokke inrigting registreer vir dié tydperk en op dié voorwaardes wat hy bepaal en 'n sertifikaat met hierdie strekking aan die werkgewer uitreik.

(b) Die Raad kan 'n sertifikaat wat kragtens paragraaf *(a)* van hierdie subklousule uitgereik is te eniger tyd intrek of die voorwaardes daarvan wysig, en die werkgewer moet, wanneer dit skriftelik van hom vereis word, die sertifikaat binne 10 dae na ontvangs van sodanige skriftelike kennisgewing, aan die Raad terugbesorg.

(c) 'n Werkgewer wie se vernuwingsinrigting nie ingevolge paragraaf *(a)* van hierdie subklousule geregistreer is nie, is ten opsigte van sodanige bedryfsinrigting onderworpe aan die bepalings van Hoofstuk I van Afdeling C van hierdie Ooreenkoms.

KLOUSULE 2—WOORDOMSKRYWING

Vir die toepasssing van hierdie Hoofstuk beteken—

(1) „ankerwikkelaar" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is in enigeen van die bedrywighede betrokke by die vernuwing of die herwikkeling van veldspoele of ankers, maar nie die finale toetsing van hierdie komponente of die skil van kommutators nie (dit beteken dat finale toetsing en skil deel van vakmanswerk bly);

(2) „remtrommelskiller" 'n werknemer wat hoofsaaklik of uitsluitlik remtrommels en/of -skywe masjineer, en wat meetinstrumente kan gebruik en/of draaibanke vir hierdie doel kan stel en regstel:

(3) „skoonmaakster" 'n vrou wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde pligte verrig:

Persele, toiletkamers, meubels, gerei of soortgelyke artikels skoonmaak en/of was;

tee of soortgelyke dranke berei en/of opdien;

voedsel wat nie vir verkoop aan die publiek bedoel is nie, berei en/of opdis;

(4) „vakman" '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, 1944,

subparagraph (i) in excess of R250 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 subclause shall *mutatis mutandis* apply to apprentices entitled to a tool allowance in terms of paragraph *(a)*.

(4) The tools referred to in subclause (3) *(a)*, *(c)* and *(d)* of this clause are the tools listed for the category of employee concerned in Annexure F to this Agreement.

CLAUSE 15—CERTIFICATE OF SERVICE

The certificate of service referred to in clause 24 of Division A of this Agreement shall, in the case of an operative machinist employed in a registered automotive engineering establishment be in the form of Annexure D to this Agreement.

CLAUSE 16—TRADING HOURS

(1) No employer shall open or keep open or permit to be open to the public on any Saturday or Sunday, or earlier than 06h30 or later than 18h30 on any other day of the week, any establishment or part of an establishment in which automotive engineering is normally carried on.

(2) No employer shall permit automotive engineering to be carried on during any Saturday or Sunday unless such automotive engineering constitutes emergency work as defined in this Agreement.

CHAPTER V

RECONDITIONING ESTABLISHMENTS

CLAUSE 1—SCOPE OF APPLICATION AND REGISTRATION

(1) The provisions of this Chapter and all of the provisions of Divisions A and B shall apply to reconditioning establishments registered as such by the Council: Provided that where the provisions of Divisions A and B are in conflict with the provisions of this Chapter, the latter shall obtain and have preference.

(2) *(a)* Application for registration as a reconditioning 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.

(b) The Council may at any time withdraw or vary the terms of a certificate issued under paragraph *(a)* of this subclause and the employer shall, when so required, in writing, return the certificate to the Council within 10 days after receipt of such written notification.

(c) An employer whose reconditioning establishment is not registered under paragraph *(a)* of this subclause shall in respect of such establishment be subject to the provisions of Chapter I of Division C of this Agreement.

CLAUSE 2—DEFINITIONS

For the purposes of this Chapter—

(1) "armature winder" means an employee who is mainly or exclusively engaged on any of the operations involved in the reconditioning or the rewinding of field coils or armatures, other than the final testing of these components or the skimming of commutators. (This means that final testing and skimming remain part of a journeyman's work.);

(2) "brake drum skimmer" means an employee who mainly or exclusively machines brake drums and/or discs, and who use measuring instruments and/or may set and adjust lathes for this purpose;

(3) "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;

(4) "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, 1944, or in

of ooreenkomstig 'n skriftelike kontrak wat deur 'n Streekraad goedgekeur is; of

(b) in besit is van 'n Graad A-lidmaatskapkaart wat deur die Motor Industry Employees' Union of South Africa of die Motor Industry Combined Workers' Union uitgereik is; of

(c) in besit is van 'n sertifikaat wat ooreenkomstig die Wet op Opleiding van Ambagsmanne, 1951, aan hom uitgereik is; of

(d) in besit is van 'n identiteitskaart wat deur die Streekraad uitgereik is;

(5) ,,algemene werker Graad I"—

(a) met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:

Skriftelike bestellings aanneem in ruil vir goedere wat buite die werkgewer se perseel afgelewer word;

raamklampe, G-klampe, skarnierhefboomklampe en batteryvashouerklampe aanbring en verwyder;

trapfietse met hulpmotore en motorfietse met hulptrappe inmekaarsit en/of herstel;

goedere in ooreenstemming met opdragte en/of verpakkingstrokies bymekaarmaak, verpak en massameet;

identifikasiemerke op goedere nagaan en/of aanteken;

rantsoene gaarmaak;

optel en die resultaat aanteken;

gedrukte standaardvorms in alfabetiese, numerieke, datum-, kleur- of kommoditeitsvolgorde liasseer en sorteer;

gereedskap en/of uitrusting uitreik aan en/of van gereedskapkamer ontvang en 'n register van sodanige gereedskap byhou;

geboue, heinings, installasie en uitrusting slegs vir onderhoudsdoeleindes verf;

palette verf;

identifikasiemerke op goedere en registrasienommers van voertuie aanteken en/of nagaan;

aantekeninge maak op bakke vir kaarte;

palette herstel;

aanknipbaklyswerk verwyder;

ruwe kapwerk;

sand- of haelstraling;

goedere uitkies en in bakke plaas;

goedere sorteer en die resultaat aanteken;

massameet en die resultaat aanteken;

(b) behoudens klousule 23 van Afdeling A wat die minimum weekloon vir die dryf van voertuie vasstel, 'n werknemer wat benewens die verrigting van enige van die pligte in paragraaf *(a)* van hierdie woordomskrywing bedoel, ook voertuie kan dryf;

(6) ,,algemene werker Graad II," met betrekking tot alle bedryfsinrigtings, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van die volgende pligte verrig:

Gedrukte of reeds geadresseerde etikette op bottels, kiste, bale of ander pakkette aanbring;

kleefstof, bandsmeersel, verdofmateriaal of korrosiewerende lae (uitgesonderd grondlae, oppervlaklae en afwerklae), stopverf, digtingsmengsels vir stofdigting en/of waterdigting aanwend;

hulp op afleweringswaens verleen;

ketels bedien;

goedere dra;

buitebande sementeer;

met die hand, 'n borsel, masjien of bytmiddel skoonmaak, of ghries verwyder;

vorms skoonmaak;

bale, kiste of ander pakkette toemaak of oopmaak;

reserwedele volgens werkgewer se bestelling afhaal;

mengwerk verrig in verband met die verf van motorvoertuie;

goedere, briewe of boodskappe te voet, per fiets, driewiel of handvoertuig vervoer;

buitebande opsny;

grond vir fondamente, riole en slote uitgrawe en/of verwyder;

rommelmotorvoertuie uitmekaarhaal, maar nie die enjins stroop nie;

houers leegmaak;

selle van batterye vir inspeksie uithaal;

bakvulsel, soldeersel, sweiswerk en ou verf van onderdele wat herstel word en van aangrensende onderdele, soldeersel of sweiswerk aan nuwe onderdele en plaatmetaal wat vir duikklopwerk gebruik is, af- of gelyk vyl;

vure in oonde aansteek en stook en afval uit oonde verwyder;

binnebandvorms en/of seksiesakke aanbring aan en/of verwyder uit buitebande en buitebande daarna in vorms plaas;

registrasienommerplate aanbring aan en/of verwyder van voertuie;

posstukke frankeer;

tuinwerk verrig;

masjinerie, met inbegrip van draaibanke en begrondse asaandryfstelsel, smeer en olie terwyl dit stilstaan;

onderdele, materiaal en/of gereedskap onder toesig van 'n werknemer wat hoofsaaklik of uitsluitlik enige van die volgende pligte verrig:

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 Combined Workers' Union; or

(c) is in possession of a certificate issued to him in terms of the Training of Artisans Act, 1951; or

(d) is in possession of an identity card issued by the Regional Council;

(5) "general worker, Grade I," means—

(a) in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Accepting written orders in return for goods delivered outside the employer's premises;

applying and removing sash clamps, G-clamps, toggle clamps and battery hold-down clamps;

assembling and/or repairing motor-assisted pedal cycles and pedal assisted motor cycles;

assembling, packing and mass-measuring goods in accordance with instructions and/or packing slips;

checking and/or recording identification marks on goods; cooking of rations;

counting and recording the result;

filing and sorting of standard printed forms into alphabetical, numerical, date, colour or commodity order;

issuing and/or receiving tools and/or equipment to and from tool room and maintaining a record thereof;

painting buildings, fences, plant and equipment for maintenance purposes only;

painting pallets;

recording and/or checking identification marks on goods and registration numbers of vehicles;

recording on bin cards;

repairing pallets;

removing clip-on body mouldings;

rough cutting;

sand or shot blasting;

selecting and placing goods into bins;

sorting goods and recording the result;

mass-measuring and recording the result;

(b) subject to the provisions of clause 23 of Division A which fixes the minimum weekly wage for driving vehicles, an employee who in addition to performing any of the duties enumerated in paragraph *(a)* of this definition, may also drive vehicles;

(6) "general worker, Grade II," means—in relation to all establishments, an employee who is mainly or exclusively engaged on any of the following duties:

Affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;

applying adhesives, belt dressing, deadener materials or anti-corrosive coatings (excluding primer, surfaces and finishing coats), putty, sealing compounds for purposes of dust-proofing and/or water-proofing;

assisting on delivery vans;

attending to boilers;

carrying goods;

cementing tyres;

cleaning by hand, brush, machine or pickling, or degreasing;

cleaning moulds;

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, letter or messages;

cutting tyres;

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 panel beaten;

firing and loading ovens and furnaces and removing refuse from furnaces;

fitting and/or removing curing tubes and/or sectional bags to and from tyres and placing tyres in moulds thereafter;

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

mer in 'n hoër loongroep vashou en onderdele en materiaal in posisie plaas;
materiaal uitreik wat vooraf deur 'n pakhuisman aangeteken is;
voertuie laai en aflaai;
kratte maak;
pakkette en/of anderdele met 'n kwas of sproeispruit of rubberstempel merk en/of sjabloneer;
maskeerwerk verrig;
materiaal, met inbegrip van beton en dagha, met die hand of 'n masjien meng, maar nie kleure en veselglasbestanddele meng nie;
goedere verskuif en/of opstapel en/of uitpak;
goederehysers en briefkopieer- of afrolmasjiene bedien;
verfwerk met 'n kwas en/of sproeispuit verrig aan asse, remtrommels, onderstelle en die onderkant van voertuigbakke en sleepwaens;
verfwerk met 'n kwas aan voor- en agterstampers, wiele van handelsvoertuie of busonderstelle verrig; ruwe waterdigtingsverf aan seildoek aanbring; grofverfwerk aan die binnekant van motorbakke verrig;
poleerwerk met die hand of 'n masjien verrig in verband met die verf van motorvoertuie;
vorms poleer;
voedsel voorberei wat gaargemaak moet word;
metaal vooraf deur middel van 'n chemiese proses behandel in bedryfsinrigtings wat duikklopwerk verrig;
pik van batterye verwyder;
binnebandvorms en seksiesakke heelmaak;
vulsel, grondlaag en stopverf af- of gelyk vryf;
skuurwerk verrig;
vorms vasskroef;
batterye verseël;
skaafsels in gietblokvorms smelt;
materiaal roer;
buitebande stroop;
klapperhaar en perdehaar pluis;
buitebande afwerk;
vorms met was bestryk;
goedere toedraai;
adresse vanaf fakture of verpakkingstrokies afskryf;

(7) „masjiensteller" 'n werknemer wat masjiengereedskap en perse, uitgesonderd gereedskap of draaibanke wat vir die masjinering van remtrommels, remskywe, vliegwielvlakke of drukplate gebruik word, regstel en/of stel;

(8) „werkman graad AR" 'n werknemer wat hoofsaaklik of uitsluitlik enigeen van die volgende werksaamhede verrig:
Montering, waar geen paswerk vereis word nie;
met die hand in eendoelsetmate of vormers buig en/of fatsoeneer;
remskoene en koppelaarplate bonderiseer;
onderdele met kan-kanniemate nagaan en/of toestelle en/of propmate toets;
materiaal met die hand of 'n masjien sny en/of pons volgens stuiters, setmate, patrone, patroonplate, merke of lengtes;
in vernis, emalje of verf indompel;
gate boor wat vooraf deur 'n vakman of masjiensteller gemerk is, of boorwerk met eendoelboorsetmate verrig;
met die hand of kraggereedskap afwerk of skuur: Met dien verstande dat, in alle gevalle van presisiewerk, die betrokke masjien vooraf deur 'n vakman of 'n masjiensteller gestel moet word;
outomatiese masjiene voer en/of laai en/of aansit en/of aflaai en/of bedien;
metaal vyl, uitgesonderd presisiewerk verrig:
hefboom- en/of trap- en/of hand- en/of kragperswerk en/of keepwerk verrig waar dit gedoen word met vooraf gestelde setmate of stempels, maar nie setmate of stempels stel nie;
lood verhit;
visuele inspeksies uitvoer;
afmerkwerk volgens patrone of patroonplate met die hand verrig;
senterlose slypers bedien;
onderdele onder toesig van 'n werkmantoesighouer in stelle verpak;
voorbereiding vir poleerwerk;
voorbehandeling van materiaal deur middel van chemiese prosesse;
komponente proeftoets;
ruwe skuurwerk verrig waar die masjien of werk met die hand vasgehou word;
skroefsnywerk met die hand deur middel van stempelkoppe en/of tappe en/of skroefsnymasjiene verrig;
metaalstroke reguit maak en/of plat maak;
metaal, met inbegrip van klinknaels, slaan of klink; klinknaels verhit; klinkwerk verrig;
onderdele en komponente stroop met die hand of met masjiene wat gewoonlik deur hierdie klas werkman gebruik word;
verf, kleefstowwe of erkende bitumastik- en brandwerende of roeswerende stowwe (deklae) met 'n sproeispuit of kwas aanbring maar nie metaalspuitwerk aan onderdele of komponente verrig nie;
skroefdraad in boute sny;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en verstel;

materials into position under the supervision of an employee in a higher wage group;
issuing materials previously recorded by storekeepers;
loading and unloading vehicles;
making crates;
marking and/or stencilling packages and/or parts by brush or spraygun or rubber stamps;
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 gun, axles, brake drums, chassis and underside of vehicle bodies and of trailers;
painting by brush front and rear 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;
polishing moulds;
preparing food for cooking;
pre-treating metal by chemical process in panel beating establishments;
removing pitch from batteries;
repairing curing tubes and sectional bags;
rubbing down of filling, primer and putty;
sandpapering;
screwing down moulds;
sealing batteries;
smelting of shavings into ingot forms;
stirring materials;
stripping tyres;
teasing coir and horsehair;
trimming tyres;
waxing moulds;
wrapping of goods;
writing of addresses copied from invoices or packing slips;

(7) "machine-setter" means an employee who adjusts and/or sets machine tools and presses, other than tools or lathes used for machining brake drums, brake discs, fly-wheel facings or pressure plates;

(8) "operative, Grade AR," means an employee who is mainly or exclusively engaged in any of the following duties:
Assembling where no fitting is required:
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 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 machine concerned shall be pre-set by a journeyman or machine-setter;
feeding and/or loading and/or starting and/or unloading and/or operating of automatic machines;
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;
heating lead;
inspecting visually;
marking off from patterns or templets by hand;
operating centreless grinders;
packing component parts into sets under supervision of an operative supervisor;
preparation for buffing;
pre-treatment of materials by chemical process;
proof-testing components;
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;
stripping parts and components by hand or machines normally used by this class of operative;
application by spray gun or brush of paint, adhesives or recognised bitumastic and fire resisting or rust preventing substances (coatings) other than metal spraying to parts or components;
threading of bolts;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(9) ,,werkman graad BR" 'n werknemer wat hoofsaaklik of uitsluitlik onderstaande werksaamhede verrig:

Metaal poets;

masjiene wat bedoel is of permanent aangepas is vir werk met 'n enkele gereedskapstuk en waar handbediening beperk is tot laai-, aansit-, stopsit- en aflaaiwerk, bedien maar nie stel nie, maar uitgesonderd enige werksaamheid in verband met die masjinering van remtrommels of remskywe;

sweispunte in posisie plaas;

sweispunte skerpmaak maar nie herfatsoeneer nie;

soldeer, vertin, aansweet, deurlopende draadsweiswerk, punt- en/of heg- en/of stuksweiswerk, met inbegrip van die verwydering en vervanging van sweispunte en die skoonmaak van sweispunte met skuurmateriaal of handvyle;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel:

(10) ,,werkman graad CR" 'n werknemer wat hoofsaaklik of uitsluitlik werksaam is met die herhalingsbediening of -versorging, uitgesonderd die stel, van halfoutomatiese masjiene, waar die werksiklus deur krag aangedryf en die eindpunt deur outomatiese stuiters beheer word, met inbegrip van kaapstander- en rewolwertipe draaibanke, waar alle werksaamhede deur vaste stuiters beperk word: Met dien verstande dat hierdie werkman geen werksaamheid mag verrig wat betrekking het op die masjienering van remtrommels of remskywe nie; en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel;

(11) ,,werkman grand DR" 'n werknemer wat hoofsaaklik of uitsluitlik sweiswerk met elektriese sweisuitrusting en/of snywerk met 'n profielsnymasjien verrig en die verhittings- en snygasmengsels van die sweis- of snyuitrusting by die vlamsnyer stel en reguleer; sweis- en/of hardsoldeerwerk verrig volgens setmate en/of volgens onderdele wat só gevorm en/of geplaas is dat 'n setmaat nie nodig is nie: Met dien verstande dat enige vryhandse boog- of gassweiswerk wat deur hierdie werkman graad DR verrig word, beperk moet wees tot sweislasse—

(a) wat na onder gedoen word;

(b) aan komponente waarvan die voltooide massa hoogstens 13,6 kg is;

(c) wat altesaam hoogstens 38,1 cm lank in een sweisnaat is;

en wat, mits hy die voorgeskrewe bonus vir stelwerk betaal word, die masjiene wat hy bedien, kan stel en regstel.

(12) ,,werkman-toesighouer" 'n werknemer wat hoofsaaklik of uitsluitlik toesig hou oor die werk van werkers in werkmanklasse en algemene werkers.

Klousule 3—Werknemers

(1) Behoudens subklousule (2) van hierdie klousule, kan 'n vernuwingsinrigting wat ingevolge klousule 1 van hierdie Hoofstuk by die Raad geregistreer is, benewens vakleerlinge en kwekelinge wat hy ingevolge klousule 1 (2) van Afdeling A van hierdie Ooreenkoms in diens mag neem en die klasse werknemers in klousule 3 van Afdeling B en klousule 3 van Hoofstuk I van Afdeling C van hierdie Ooreenkoms bedoel, enigeen van die klasse werknemers in klousule 4 van hierdie Hoofstuk bedoel in diens neem kragtens die voorwaardes in hierdie Hoofstuk voorgeskryf: Met dien verstande dat indien die bepalings van Afdelings A of B of Hoofstuk I van Afdeling C strydig is met die bepalings van hierdie Hoofstuk, die bepalings van hierdie Hoofstuk moet geld en voorkeur moet geniet.

(2) Ondanks andersluidende bepalings in hierdie Ooreenkoms is die bepalings van Hoofstuk I van Afdeling C met betrekking tot bakwinkelassistente, B/A vakmanne en herstelwinkelassistente nie van toepassing op vernuwingsinrigtings wat as sodanig by die Raad geregistreer is nie.

Klousule 4—Lone

(1) *Minimum loon.*—Die minimum loon wat 'n werkgewer aan elke lid van ondergenoemde klasse van sy werknemers moet betaal, is dié soos in onderstaande Loonbylae uiteengesit.

(2) *Stelbonus.*—Die minimum weekloon voorgeskryf in Deel B van die Bylae hieronder moet met R5 per week verhoog word indien die werknemer te eniger tyd in die loop van sy pligte die masjien of masjiene wat hy bedien, stel en regstel.

(3) *Ondervinding.*—Vir die toepassing van hierdie klousule beteken ,,ondervinding" die totale tydperk of tydperke diens van 'n werknemer by òf sy huidige òf by enige ander werknemer in die bepaalde beroep waarin hy werksaam is.

(9) "operative, Grade BR," means an employee mainly or exclusively engaged in—

buffing of metals;

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, but excluding any operations connected with the machining of brake drums or brake discs;

placing of welding tips in position;

sharpening but not re-shaping of welding tips;

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 abrasive materials or by hand filing;

and who may, provided he is paid the prescribed setting bonus, set and adjust the machines he operates;

(10) "operative, Grade CR," 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 to fixed stops: Provided that this operative may not perform any operation related to the machining of brake drums or brake discs; and who may, provided he is paid the prescribed setting bonus. set and adjust the machines he operates;

(11) "operative, Grade DR," 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 parts so formed and/or located as to obviate the need for jig: Provided that any freehand arc or gas welding performed by this operative Grade DR must be restricted to welds which are—

(a) down-hand;

(b) of components of which the completed mass does not exceed 13,6 kg;

(c) not in excess of 38,1 cm total length of one welding seam;

and who may, provided he is paid the prescribed setting bonus, set and adjust any machines he operates;

(12) "operative supervisor" means an employee mainly or exclusively engaged in supervising the work of any operative classes of workers and general workers.

Clause 3—Employees

(1) Subject to the provisions of subclause (2) of this clause, a reconditioning establishment which is registered with the Council in terms of clause 1 of this Chapter may employ, in addition to apprentices and trainees in terms of clause 1 (2) of Division A of this Agreement, and the classes of employees referred to in clause 3 of Division B and clause 3 of Chapter I of Division C of this Agreement, any of the classes of employees referred to in clause 4 of this Chapter under the terms and conditions laid down in this Chapter: Provided that where the provisions of Divisions A or B or Chapter I of Division C and the provisions of this Chapter are in conflict, the provisions of this Chapter shall obtain and have preference.

(2) Notwithstanding anything to the contrary in this Agreement, the provisions of Chapter I of Division C relating to body shop assistants, B/A journeymen and repair shop assistants shall not apply to reconditioning establishments registered as such by the Council.

Clause 4—Wages

(1) *Minimum wage.*—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.

(2) *Setting bonus.*—The minimum weekly rates prescribed in Part B of the Schedule hereunder shall be increased by R5 per week if the employee at any time in the course of his duties sets and adjusts the machine(s) he operates.

(3) *Experience.*—"Experience" for the purposes of this clause shall mean 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.

LOONBYLAE

DEEL A—DIVERSE

Klas werknemer	*Loon per week (Alle gebiede)* R
Remtrommelskiller	69,92 (R1,52 per uur)
Skoonmaakster	20,24 (44c per uur)
Vakman	100,28 (R2,18 per uur)
Algemene werker:	
Graad I	28,98 (63c per uur)
Graad II	27,14 (59c per uur)
Ankerwikkelaar—	
gedurende eerste drie maande ondervinding	34,04 (74c per uur)
daarna	38,64 (84c per uur)
Masjiensteller—	
gedurende eerste jaar ondervinding	29,44 (64c per uur)
gedurende tweede jaar ondervinding	35,42 (77c per uur)
daarna	67,16 (R1,46 per uur)
Werkman-toesighouer	30,82 (67c per uur)

DEEL B—WERKMANNE

	R
Werkman graad AR—	
gedurende eerste drie maande ondervinding	29,44 (64c per uur)
daarna	30,36 (66c per uur)
Werkman graad BR—	
gedurende eerste ses maande ondervinding	30,36 (66c per uur)
daarna	30,82 (67c per uur)
Werkman graad CR—	
gedurende eerste ses maande ondervinding	30,82 (67c per uur)
daarna	31,28 (68c per uur)
Werkman graad DR—	
gedurende eerste maand ondervinding	34,04 (74c per uur)
daarna	34,50 (75c per uur)

KLOUSULE 5—WERKURE

(1) Die gewone werkure van 'n werknemer is hoogstens 46, uitgesonderd etenspouses in 'n week en nege en 'n kwart, uitgesonderd etenspouses, op 'n dag.

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

(a) om vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur pouses van minder as een uur onderbreek word, geag word aaneenlopend te wees;

(b) om, as sy 'n vrou is, tussen 18h00 en 06h00 te werk nie;

(c) om, behoudens klousule 9 van hierdie Hoofstuk, sy gewone weeklikse ure op ander dae as Maandae, Dinsdae, Woensdae, Donderdae of Vrydae te werk nie:

Met dien verstande dat 'n werkgewer met daardie werknemers van hom wat gewoonlik net vyf dae elke week werk, ooreen kan kom dat die ononderbroke pouse in subparagraaf *(a)* van hierdie subklousule bedoel, tot minstens 30 minute ingekort word, maar voordat 'n ingekorte pouse ingevoer word, moet die werkgewer die Sekretaris van die Streekraad in sy gebied skriftelik in kennis stel dat sodanige werknemers tot die ingekorte pouse ingestem het.

(3) Dit is toelaatbaar vir 'n werkgewer om verskillende aanvangs- en uitskeitye op 'n dag vir verskillende werkwinkelwerknemers te reël: Met dien verstande dat die tydperk tussen sodanige aanvangs- en uitskeitye op 'n bepaalde dag pouses van altesaam hoogstens 45 minute in 'n bepaalde bedryfsinrigting mag wees.

(4) Alle werknemers is geregtig op en moet 'n ruspouse van 10 minute toegestaan word so na doenlik aan die middel van elke werktydperk in die oggend en in die namiddag, en sodanige pouse word, vir die berekening van besoldiging, geag deel van die gewone werkure te wees.

(5) Behoudens klousule 5 (10) van Afdeling A en klousule 8 van hierdie Hoofstuk, wanneer 'n ander werknemer as 'n vakman of remtrommelskiller of 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 die skofte van sodanige werknemer só kan reël dat dit 46 uur beloop nie;

word sodanige werknemer se week geag 46 uur te wees.

(6) 'n Werknemer wat deur die Polisie gearresteer of aangehou word weens 'n misdryf of vermoedelike misdryf, moet vir die tydperk wat hy aldus gearresteer of aangehou word en nie in staat is om sy werk voort

WAGE SCHEDULE

PART A—MISCELLANEOUS

Clas of employee	*Wages per week (All areas)* R
Brake drum skimmer	69,92 (R1,52 per hour)
Char	20,24 (44c per hour)
Journeyman	100,28 (R2,18 per hour)
General worker:	
Grade I	28,98 (63c per hour)
Grade II	27,14 (59c per hour)
Armature winder—	
during first three months of experience	34,04 (74c per hour)
thereafter	38,64 (84c per hour)
Machine setter—	
during first year of experience	29,44 (64c per hour)
during second year of experience	35,42 (77c per hour)
thereafter	67,16 (R1,46 per hour)
Operative supervisor	30,82 (67c per hour)

PART B—OPERATIVES

Operative, Grade AR—	
during first three months of experience	29,44 (64c per hour)
thereafter	30,36 (66c per hour)
Operative, Grade BR—	
during first six months of experience	30,36 (66c per hour)
thereafter	30,82 (67c per hour)
Operative, Grade CR—	
during first six months of experience	30,82 (67c per hour)
thereafter	31,28 (68c per hour)
Operative, Grade DR—	
during first month of experience	34,04 (74c per hour)
thereafter	34,50 (75c per hour)

CLAUSE 5—HOURS OF WORK

(1) The ordinary hours of work of an employee shall not exceed 46, excluding meal intervals, in any one week and nine and a quarter, excluding meal intervals, in 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 18h00 and 06h00;

(c) subject to the provisions of clause 9 of this Chapter, to work his ordinary weekly hours on any days other than Mondays, Tuesdays, Wednesdays, Thursdays or Fridays:

Provided that an employer may agree with those of his employees who normally work on only five days each week, that the uninterrupted interval referred to in paragraph *(a)* of this subclause should be reduced to not less than 30 minutes, but before a reduced interval may be put into operation, the employer shall inform the Secretary for the Regional Council in his area, in writing, that such employees have agreed to the reduced interval.

(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 and finishing times on any one day shall not in the aggregate exceed intervals of more than 45 minutes in any one establishment.

(4) All employees shall be entitled to and be granted a rest interval of 10 minutes at as nearly as practicable to 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 clause 5 (10) of Division A and clause 8 of this Chapter, whenever any employee, other than a journeyman or brake drum skimmer or a machine-setter, works for less than 46 hours in any week owing 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;

such employee's week shall be deemed to be 46 hours.

(6) An employee who is arrested or detained by the Police for any offence or suspended offence shall, for the period during which he is

te sit nie, vir die toepassing van hierdie klousule geag word sonder toestemming afwesig te wees.

KLOUSULE 6—OORTYDWERK

(1) Vir die toepassing van hierdie klousule, beteken „oortydwerk" alle tyd wat daar, uitgesonderd op Sondae, langer gewerk word as die getal gewone werkure wat in klousule 5 (1) van hierdie Hoofstuk voorgeskryf word.

(2) Ondanks klousule 5 (1) van hierdie Hoofstuk, kan 'n werkgewer van 'n werknemer vereis of hom toelaat om oortyd te werk vir 'n totale tydperk van hoogstens 10 uur in 'n week: Met dien verstande dat geen werkgewer van 'n vroulike werknemer mag vereis of haar mag toelaat om—

(a) meer as twee uur op 'n dag;
(b) op meer as drie agtereenvolgende dae;
(c) op meer as 60 dae in 'n jaar;
(d) ná voltooiing van haar gewone werkure, meer as een uur op 'n dag,

oortyd te werk nie, tensy hy—

(i) voor die middag kennis daarvan aan sodanige werknemer gegee het; of
(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met die oortydwerk moet begin; of
(iii) sodanige werknemer 'n minimum toelae van 90c betyds betaal het om haar in staat te stel om 'n ete te bekom en te nuttig voordat sy met die oortydwerk moet begin.

(3) Die minimum loon waarteen werknemers vir oortydwerk besoldig moet word, is een en 'n half maal hul gewone loon: Met dien verstande dat 'n werknemer nie vir oortyd kwalifiseer ten opsigte van 'n week waarin hy minder as 46 uur gewerk het nie en dat hierdie getal onderworpe is aan 'n *pro rata*-vermindering ten opsigte van onvermelde in 'n besondere week:

(i) Statutêre openbare vakansiedae in hierdie Hoofstuk bedoel;
(ii) afwesigheid met vergunning of kondonering van die werkgewer: Met dien verstande dat 'n werknemer wat reken dat hy veronreg word omdat sy werkgewer nie sy afwesigheid wil kondoneer nie, by 'n Streekraad appèl kan aanteken teen die werkgewer se beslissing wat op hom toegepas is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in sodanige geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad, wie se beslissing finaal is;
(iii) die begin van 'n nuwe dienskontrak.

(4) Klousules 5 (1), (2), (3) en (4) van hierdie Hoofstuk en subklousule (2) van hierdie klousule is nie op 'n manlike werknemer van toepassing nie terwyl hy werk verrig wat, weens onvoorsiene omstandighede soos 'n brand, storm, ongeluk, epidemie, gewelddaad, diefstal of 'n onklaarraking van 'n installasie of masjinerie, sonder versuim gedoen moet word of terwyl hy werk verrig in verband met die opknapping of herstel van installasie of masjinerie wat nie gedurende gewone werkure verrig kan word nie.

KLOUSULE 7—SONDAGWERK

(1) Behoudens klousule 9 (3) van hierdie Hoofstuk, wanneer 'n werknemer op 'n Sondag werk, moet sy werkgewer òf—

(a) sodanige werknemer—
(i) as hy aldus hoogstens vier uur werk, minstens die gewone besoldiging betaal wat vir die tydperk wat hy gewoonlik op 'n weekdag werk, betaalbaar is, òf
(ii) as hy aldus langer as vier uur werk, minstens dubbel sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk, of minstens dubbel die gewone besoldiging wat betaalbaar is vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; òf
(b) die werknemer minstens een en een derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae van sodanige Sondag af een dag verlof toestaan en hom daarvoor minstens sy gewone besoldiging betaal asof hy op sodanige dag van verlof sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

KLOUSULE 8—KORTTYD

(1) 'n Werkgewer kan, behoudens subklousule (2), die gewone werkure van 'n werknemer inkort weens korttyd en in so 'n geval 'n bedrag van die werknemer se verdienste aftrek wat eweredig is aan die tydperk wat daar nie gewerk word nie: Met dien verstande dat—

(i) geen bedrag in die geval van korttyd wat ontstaan uit 'n bedryfslapte of 'n tekort aan materiaal afgetrek mag word nie

under arrest or so detained and unable to continue his employment, be deemed to have absented himself without permission for the purposes of this clause.

CLAUSE 6—OVERTIME

(1) For the purposes of this clause "overtime" means all time worked other than on Sundays in excess of the number of ordinary hours of work prescribed in clause 5 (1) of this Chapter.

(2) Notwithstanding the provisions of clause 5 (1) of this Chapter, an employer may require or permit an employee to work overtime for a total period not exceeding 10 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 60 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 90c in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) The minimum rate at which employees shall be remunerated for overtime shall be one and a half times their normal rate of pay: Provided that an employee shall not qualify for overtime in respect of any week during which he has worked less than 46 hours, this figure being subject to *pro rata* reduction in respect of the following which occur during a particular week:

(i) Statutory public holidays referred to in this Chapter;
(ii) absence with the permission or condonation of the employer: Provided that an employee who is aggrieved by the employer's non-condonation of his absence may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision, he may appeal thereagainst to the National Council whose decision shall be final;
(iii) the beginning of a new contract of employment.

(4) The provisions of clause 5 (1), (2), (3) and (4) of this Chapter and subclause (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 break-down 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.

CLAUSE 7—SUNDAY WORK

(1) Subject to the provisions of clause 9 (3) of this Chapter, 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, no 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 of 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 of 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 leave 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 day's leave worked his average ordinary working hours for that day of the week.

CLAUSE 8—SHORT-TIME

(1) Subject to the provisions of subclause (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—

(i) no deduction shall be made in the case of short-time arising out of slackness of trade or shortage of material, unless the employee

tensy die werkgewer sy werknemers voor of op die onmiddellik voorafgaande dag in kennis gestel het van sy voorneme om die gewone werkure in te kort;

(ii) geen bedrag in die geval van korttyd wat te wyte is aan 'n kragonderbreking of 'n algemene onklaarraking van installasie of masjinerie, afgetrek mag word nie ten opsigte van die eerste uur wat daar nie gewerk word nie, tensy die werkgewer sy werknemers voor of op die onmiddellik voorafgaande dag in kennis gestel het dat daar geen werk beskikbaar sal wees nie;

(iii) waar die werkgewer 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, hy geag moet word minstens vier uur op sodanige dag te gewerk het as daar geen werk beskikbaar is nie of as daar werk vir minder as vier uur beskikbaar is.

(2) Hierdie klousule is nie van toepassing nie ten opsigte van—

(a) 'n vakleerling, behalwe met die goedkeuring van die Registrateur van Vakleerlinge;

(b) 'n statutêre openbare vakansiedag.

Klousule 9—Skofwerk

Onderstaande bepalings is van toepassing op skofwerk:

(1) Geen gewone skof mag langer as nege en 'n kwart uur wees nie;

(2) daar moet minstens agt uur tussen die agtereenvolgende skofte van 'n werknemer verloop;

(3) *(a)* waar 'n werknemer tussen die ure 18h00 en 06h00 werk, moet sy werkgewer hom teen sy gewone loon besoldig, plus 10 persent vir elke uur of gedeelte van 'n uur tussen hierdie tye gewerk;

(b) waar 'n werknemer sy gewone skof of 'n gedeelte daarvan op 'n Sondag werk, moet hy vir sodanige skof soos volg besoldig word:

(i) As hy die grootste gedeelte van sodanige skof op 'n Sondag werk, word die hele skof geag op 'n Sondag gewerk te gewees het en moet hy ingevolge klousule 7 van hierdie Hoofstuk daarvoor besoldig word;

(ii) as hy die kleinste gedeelte van sodanige skof op 'n Sondag werk, word die hele skof geag op 'n weekdag gewerk te gewees het en moet hy, behoudens paragraaf *(a)* hierbo, teen sy gewone loon daarvoor besoldig word;

(4) behoudens die voorbehoudsbepaling van klousule 6 (3) van hierdie Hoofstuk, word tyd wat werknemers ná die voltooiing van hul gewone skof werk, geag oortydwerk te wees waarvoor hulle ooreenkomstig genoemde klousule besoldig moet word.

Klousule 10—Besoldiging vir Openbare Vakansiedae

(1) *(a)* Wanneer Goeie Vrydag, Paasmaandag, Hemelvaartsdag, Republiekdag, Geloftedag, Krugerdag, Kersdag, Gesinsdag of Nuwejaarsdag binne 'n werknemer se gewone werkweek val en die werknemer nie op sodanige dag werk nie, moet sy werkgewer hom daarvoor besoldiging betaal wat minstens gelyk is aan dié wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week ontvang.

(*Opmerking*.—2 Januarie is nie 'n statutêre openbare vakansiedag nie, behalwe waar Nuwejaarsdag op 'n Sondag val.)

(b) Ondanks paragraaf *(a)* van hierdie subklousule, verbeur 'n werknemer wat van sy werk afwesig is op die werkdag onmiddellik voor of na 'n statutêre openbare vakansiedag met besoldiging in hierdie Hoofstuk bedoel, sy reg om vir sodanige openbare vakansiedag besoldig te word, tensy hy met die toestemming of kondonering van die werkgewer afwesig is.

(c) 'n Werknemer wat veronreg voel deur die toepassing op hom van paragraaf *(b)* van hierdie subklousule, kan by 'n Streekraad appèl aanteken teen die werkgewer se beslissing wat op hom toegepas is, en die Streekraad kan, nadat hy alle redes oorweeg het wat vir sodanige beslissing aangevoer word, daardie beslissing bekragtig of 'n ander beslissing gee wat na sy mening in daardie geval gegee behoort te gewees het. As die werknemer nie met die Streekraad se beslissing tevrede is nie, kan hy daarteen appèl aanteken by die Nasionale Raad, wie se beslissing finaal is.

(d) Wanneer enigeen van hierdie vakansiedae op 'n Sondag val, word die daaropvolgende Maandag vir die toepassing van hierdie klousule geag daardie besondere vakansiedag te wees.

(e) Indien 'n statutêre openbare vakansiedag op 'n Saterdag val word so 'n Saterdag nie 'n vakansiedag met besoldiging vir 'n werknemer wat nie gewoonlik op 'n Saterdag werk nie.

(2) Wanneer 'n werknemer op enige van die dae werk wat in subklousule (1) vermeld word, moet sy werkgewer hom, benewens die besoldiging wat ingevolge genoemde subklousule aan hom betaalbaar is—

(a) teen minstens sy uurloon besoldig vir elke uur of gedeelte van 'n uur aldus gewerk vir die duur van sy gewone skof;

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

has given his employees notice not later than the immediately preceding day of his intention to reduce the ordinary hours of work;

(ii) 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 employees notice not later than on the immediately preceding day that no work will be available;

(iii) 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 9—Shift Work

The following provisions shall apply to shift work:

(1) No normal shift shall exceed nine and a quarter hours;

(2) not less than eight hours shall elapse between successive shifts of any employee;

(3) *(a)* where an employee is employed between 18h00 and 0600 his employer shall pay him ordinary rate of remuneration, plus 10 per cent for each hour or part of an hour worked between these times;

(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 part 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 clause 7 of this Chapter;

(ii) if the lesser part 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, subject to the proviso to clause 6 (3) of this Chapter, be regarded as overtime and be paid for in accordance with the rates prescribed in the said clause.

Clause 10—Payment for Public Holidays

(1) *(a)* Where Good Friday, Easter Monday, Ascension Day, Republic Day, Day of the Covenant, Kruger Day, Christmas Day, Boxing 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 of not less than he normally receives for his ordinary working hours for that day of the week.

(*Note*.—2 January is not a statutory public holiday except when New Year's Day falls on a Sunday.)

(b) Notwithstanding the provisions of paragraph *(a)* of this subclause, an employee who absents himself from his place of employment on the work-day immediately preceding or following a paid statutory public holiday referred to in this Chapter, shall forfeit his right to be paid for such public holiday unless his absence is with the permission or condonation of the employer.

(c) Any employee who is aggrieved by the application to him of the provisions of paragraph *(b)* of this subclause may appeal to a Regional Council against the employer's decision applied to him, and the Regional Council may, after considering any reasons which may be submitted for such decision, confirm that decision or give such other decision as in its opinion ought to have been given in such case. In the event of the employee not being satisfied with the Regional Council's decision he may appeal thereagainst to the National Council whose decision shall be final.

(d) 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.

(e) Where any statutory public holiday falls on a Saturday such Saturday does not become a paid holiday for an employee who does not normally work on a Saturday.

(2) Whenever any employee works on any of the days enumerated in subclause (1), his employer shall, in addition to the remuneration payable in terms of the said subclause, pay him—

(a) at a rate of 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) Wanneer een van die statutêre openbare vakansiedae wat in subklousule (1) bedoel word, op 'n nie-werkdag (uitgesonderd 'n Sondag) val, moet 'n werknemer wat op sodanige statutêre openbare vakansiedag werk, besoldig word teen die loon voorgeskryf in klousule 6 (3) van hierdie Hoofstuk.

(4) Wanneer twee derdes van die werknemers in 'n bedryfsinrigting verlof vra ten opsigte van 'n ander statutêre openbare vakansiedag as dié wat in subklousule (1) bedoel word, is die werkgewer geregtig om sy bedryfsinrigting op sodanige vakansiedag te sluit en is geen werknemer op besoldiging daarvoor geregtig nie.

(5) Waar 'n werkgewer onder ander omstandighede as dié in subklousule (4) van hierdie klousule bedoel, sy bedryfsinrigting sluit op 'n statutêre openbare vakansiedag wat nie in subklousule (1) van hierdie klousule bedoel word nie, moet hy al sy werknemers minstens die besoldiging betaal wat hulle sou ontvang het as hulle hul gewone werkure op daardie dag van die week gewerk het.

Klousule 11—Jaarlikse Verlof en Besoldiging vir Opgelope Verlof

(1) Vir die toepassing van hierdie klousule—

(a) beteken ,,verlofsiklus" die tydperk waarin 'n werknemer drie weke verlof ingevolge subklousule (2) van hierdie klousule verdien;

(b) word die uitdrukkings ,,diens" en ,,skof" geag die volgende in te sluit—

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

(aa) die betrokke werknemer laat by sy werkplek aangekom het maar nie later as 'n halfuur nie; òf

(ab) korttyd gewerk is; òf

(ac) sodanige korter skofte met die toestemming van die werkgewer gewerk is;

(ii) skofte wat die betrokke werknemer gewoonlik sou gewerk het maar nie gewerk het nie omdat hy—

(aa) met verlof met besoldiging ingevolge hierdie Ooreenkoms afwesig was;

(ab) ingevolge die Verdedigingswet, 1957 (Wet 44 van 1957), militêre diens ondergaan het vir 'n maksimum tydperk van vier maande per jaar;

(ac) op las of op versoek van sy werkgewer van sy werk afwesig was;

(ad) weens siekte of 'n ongeluk van sy werk afwesig was vir 'n tydperk van altesaam hoogstens 30 dae in 'n verlofsiklus;

(ae) van sy werk afwesig was op enige van die openbare vakansiedae in klousule 10 van hierdie Hoofstuk bedoel:

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 subparagraaf (ii) *(aa)* hierbo het nie;

(c) beteken ,,besoldiging" 'n werknemer se loon soos in hierdie Ooreenkoms omskryf, plus enige bonus wat gereeld aan die werknemer betaal word, en sodanige bonus word geag die gemiddelde bedrag te wees wat die werknemer ontvang of toegekom het vir die tydperk van 13 weke onmiddellik voor die datum waarop die werknemer met sy jaarlikse verlof gaan of sy diens beëindig is, of, as hy minder as 13 weke gewerk het, die gemiddelde bedrag wat hy ontvang het of wat hom toegekom het vir die getal voltooide weke wat hy werklik gewerk het.

(2) Drie agtereenvolgende weke jaarlikse verlof met volle besoldiging moet toegestaan word aan vakleerlinge, kwekelinge wat opleiding ingevolge die Wet op Opleiding van Ambagsmanne, 1951, 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 met ingang van 'n datum waarop die vorige jaarlikse verlof verskuldig geword het (naamlik die jongste datum), die tydperke van ononderbroke diens wat in die Bylae van hierdie subklousule gemeld word, by dieselfde werkgewer voltooi het.

Bylae

(a) Weekliks besoldigde werknemers: 261 skofte, uitgesonderd oortydwerk.

(b) Maandeliks besoldigde werknemers: 12 maande.

(3) Jaarlikse verlof kom 'n werknemer toe onmiddellik nadat hy die kwalifiserende tydperk voltooi het wat in subklousule (2) van hierdie klousule gespesifiseer word, maar dit kan geneem word voor- of nadat dit hom toekom indien—

(a) die omstandighede van die werkgewer se besigheid dit vereis; of

(b) die werkgewer en die werknemer aldus ooreenkom:

Met dien verstande dat jaarlikse verlof onder geen omstandighede meer as twee maande voor die datum waarop dit verskuldig word, geneem of dat dit meer as vier maande na sodanige datum uitgestel mag word nie tensy die betrokke werknemer en werkgewer voor die verstryking van

(3) Whenever one of the statutory public holidays referred to in subclause (1) falls on a non-working day, other than a Sunday, an employee who works on such statutory public holiday shall be remunerated at the rates prescribed in clause 6 (3) of this Chapter.

(4) Where a two thirds majority of the employees in an establishment requests leave in respect of any statutory public holiday other than those referred to in subclause (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 subclause (4) of this clause, closes his establishment on any statutory public holiday not referred to in subclause (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 11—Annual Leave and Accrued Leave Pay

(1) For the purposes of this clause—

(a) "leave cycle" shall mean the period during which an employee earns three weeks' leave in terms of subclause (2) of this clause;

(b) the terms "employment" and "shift" shall be deemed to include—

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

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

(ab) short-time was worked; or

(ac) such shorter shifts were worked with the permission of the employer;

(ii) shifts which the employee concerned normally would have worked, but did not work because he was—

(aa) absent on paid leave in terms of this Agreement;

(ab) undergoing military service in terms of the Defence Act, 1957 (Act 44 of 1957), to the extent of a maximum period of four months per year;

(ac) absent from work on the instructions or at the request of his employer;

(ad) absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding 30 days in any leave cycle:

(ae) absent from work on any of the public holidays referred to in clause 10 of this Chapter:

Provided that an employee who after the expiration of his annual leave terminates his employment by desertion, shall have no claim in respect of subparagraph (ii) *(aa)* above of this definition;

(c) "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, or if a period of less than 13 weeks has been worked, the average amount received by or accrued to an employee in respect of the number of complete weeks actually worked.

(2) Three consecutive weeks, annual leave on full pay shall be granted to apprentices, trainees undergoing training under the Training of Artisans Act, 1951, and to all employees for whom wages or remuneration are prescribed in this Chapter of this 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 subclause.

Schedule

(a) Weekly paid employees: 261 shifts, excluding overtime.

(b) Monthly paid employees: 12 months.

(3) Annual leave shall become due immediately an employee has completed the qualifying period specified in subclause (2) of this clause 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 expiration of such period of four months agreed

sodanige tydperk van vier maande skriftelik daartoe ooreengekom het, en dat dit nie met langer as ses maande na die datum waarop dit verskuldig word, uitgestel mag word nie.

(4) Besoldiging vir jaarlikse verlof moet bereken word teen die skaal van besoldiging wat die werknemer ontvang op die datum waarop hy sy jaarlikse verlof neem: Met dien verstande dat dit nie minder mag wees as die skaal van besoldiging wat in hierdie Hoofstuk vir die betrokke kategorie werknemer voorgeskryf word nie; en die werkgewer moet dit op die laaste werkdag voor die aanvang van sy verlof aan hom betaal.

(5) Indien enige van die openbare vakansiedae met besoldiging wat in klousule 10 (1) van hierdie Hoofstuk bedoel word, op 'n werkdag binne die verloftydperk van 'n werknemer val, moet die werkgewer—

(a) òf een werkdag met volle besoldiging by genoemde verloftydperk voeg ten opsigte van elke sodanige openbare vakansiedag met besoldiging;

(b) òf die betrokke werknemer een gewone dag se loon betaal in plaas van verlof op die betaaldag onmiddellik na sodanige werknemer se verloftydperk.

(6) *(a)* Jaarlikse verlof mag nie met enige diensopseggingstermyn van die werknemer saamval nie en ook nie, tensy die werknemer skriftelik aldus versoek, met enige tydperk wat 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan nie.

(b) Enige tydperk waartydens 'n werknemer met siekteverlof is soos in klousule 31 van Afdeling A van hierdie Ooreenkoms voorgeskryf, tel nie as deel van sodanige werknemer se jaarlikse verlof nie.

(7) Geen werknemer mag sy gewone beroep gedurende die tydperk van sy verlof beoefen nie en geen werkgewer mag van 'n werknemer vereis of hom wetens toelaat om gedurende sy verlof in die Nywerheid te werk nie.

(8) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen bedrag by wyse van skuldvergelyking vir geld wat aan die werkgewer verskuldig mag wees van verlofbesoldiging afgetrek word nie.

(9) By beëindiging van die diens van 'n werknemer wat ingevolge subklousule (2) van hierdie klousule vir jaarlikse verlof gekwalifiseer het maar aan wie die verlof op die datum van sodanige beëindiging nog nie toegestaan is nie of wat dit nog nie geneem het nie, moet die werkgewer hom 'n bedrag aan verlofbesoldiging betaal wat bereken is ooreenkomstig subklousule (10) van hierdie klousule.

(10) 'n Werknemer wat ontslaan word of sy diens verlaat voor die datum waarop hy vir jaarlikse verlof ingevolge subklousule (2) van hierdie klousule kwalifiseer, is geregtig op besoldiging vir opgelope verlof gelyk aan drie twee-en-vyftigstes van een week se besoldiging vir elke voltooide „week" diens vanaf die datum waarop hy by die werkgewer in diens getree het of vanaf die datum waarop sy laaste verlof verskuldig geword het, naamlik die jongste datum. Vir die toepassing van hierdie subklousule, beteken „week" die getal skofte wat die werknemer gewoonlik in 'n week werk.

(*Opmerking.*—Besoldiging vir opgelope verlof world bereken deur drie weke se loon te vermenigvuldig met die gedeelte van 'n jaar gewerk, aldus:

Vir 6 maande diens is die verlofbesoldiging ½ × 3 weke se besoldiging.

Vir 13 weke diens is die verlofbesoldiging ¼ × 3 weke se besoldiging.

Vir 5 weke diens in die verlofbesoldiging $\frac{5}{52}$ × 3 weke se besoldiging.

Om drie weke se besoldiging vir 'n *maandeliks besoldigde* werknemer te bereken, moet die maandelikse besoldiging met $\frac{9}{13}$ vermenigvuldig word. Wat 'n maandeliks besoldigde werknemer betref, is die verlofbesoldiging opgeloop in—

6 maande, dus ½ × $\frac{9}{13}$ × 1 maand se besoldiging;

13 weke, dus ¼ × $\frac{9}{13}$ × 1 maand se besoldiging;

5 weke, dus $\frac{5}{52}$ × $\frac{9}{13}$ × 1 maand se besoldiging.)

(11) *(a)* In die geval van alle werknemers, uitgesonderd vakmanne en remtrommelskillers moet die besoldiging vir opgelope verlof wat in subklousule (10) van hierdie klousule bedoel word, by diensbeëindiging regstreeks aan die werknemer betaal word.

(b) In die geval van vakmanne en remtrommelskillers, moet die besoldiging vir opgelope verlof nie aan die werknemer oorhandig of deur hom aangeneem word nie maar moet dit onmiddellik by diensbeëindiging deur die werkgewer aan die Sekretaris van die Streekraad met regsbevoegdheid gestuur word.

(c) 'n Werkgewer moet, wanneer hy 'n bedrag ingevolge paragraaf *(b)* van hierdie subklousule betaal, 'n verlofbetaalbewys in die vorm in Aanhangsel C van hierdie Ooreenkoms voorgeskryf, in viervoud invul, een kopie hou, een kopie aan die Sekretaris van die betrokke Streekraad stuur en die ander twee kopieë aan die

thereto in writing, and shall not be delayed by more than six months after due date.

(4) 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: Provided that this shall not be less than the rate prescribed in this Chapter for the category of employee concerned; and shall be paid to him by the employer on the last working day prior to the beginning of his leave.

(5) If any of the paid public holidays referred to in clause 10 (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.

(6) *(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 service in terms of the Defence Act, 1957.

(b) Any period during which an employee is on sick leave as prescribed in clause 31 of Division A of this Agreement shall not be counted as part of such employee's annual leave.

(7) 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.

(8) 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.

(9) On the termination of the services of an employee who has qualified for annual leave in terms of subclause (2) of this clause, 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 subclause (10) of this clause shall be paid by his employer.

(10) An employee who is discharged from or leaves his employment before he has qualified for annual leave in terms of subclause (2) of this clause shall be entitled to accrued leave pay equivalent to three fifty-seconds of one week's remuneration for each completed span of employment from the date of beginning work with the employer or from the date on which his last leave became due, whichever is the later. For the purposes of this subclause, "span" means the number of shifts normally worked by the employee in a week.

(*Note.*—Accrued leave pay is calculated by multiplying three weeks' wages by the fraction of a year worked, thus:

For 6 months' employment, leave pay is ½ × 3 weeks' pay.

For 13 weeks' employment, leave pay is ¼ × 3 weeks' pay.

for 5 weeks' employment, leave pay is $\frac{5}{52}$ × 3 weeks' pay.

To arrive at three weeks' pay for a *monthly-paid* employee, multiply the month pay by $\frac{9}{13}$. Thus for a monthly-paid employee the leave pay accrued in—

6 months is ½ × $\frac{9}{13}$ × 1 month's pay.

13 weeks is ¼ × $\frac{9}{13}$ × 1 month's pay.

5 weeks is $\frac{5}{52}$ × $\frac{9}{13}$ × 1 month's pay.)

(11) *(a)* In the case of all employees other than journeymen or brake drum skimmers the accrued leave pay referred to in subclause (10) of this clause shall be paid direct to the employee on termination of service.

(b) In the case of journeymen or brake drum skimmers 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 paragraph *(b)* of this subclause 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

betrokke vakman of remtrommelskiller oorhandig wat een kopie onmiddelik moet onderteken en 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 of remtrommelskiller wat uit sy werk ontslaan is of sy werk verlaat het voordat hy vir jaarlikse verlof gekwalifiseer het, by 'n ander werkgewer in die Motornywerheid in diens tree, is die volgende bepalings van toepassing:

(i) Die vakman of remtrommelskiller moet aan die nuwe werkgewer kopieë voorlê van die verlofbetaalbewyse wat deur vorige werkgewers in die Motornywerheid aan hom uitgereik is en wat sodanige werknemer ingevolge paragraaf *(c)* van hierdie subklousule bewaar het;

(ii) die vakman of remtrommelskiller se verlof kom hom toe wanneer hy 'n getal skofte of 'n tydperk gelyk aan dié wat in die Bylae van subklousule (2) van hierdie klousule voorgeskryf word, by die nuwe werkgewer gewerk het, min die totale getal skofte of tydperke gemeld op dié kopieë van die verlofbetaalbewyse wat hy aan die nuwe werkgewer oorhandig het;

(iii) twee weke voordat die vakman of remtrommelskiller verlof met besoldiging by die nuwe werkgewer neem, moet die kopie van die verlofbetaalbewys wat die vakman of remtrommelskiller aan sy nuwe werkgewer oorhandig het, onderteken en aan die betrokke Streekraad voorgelê word en moet aansoek om betaling van die bedrag van die bewys gedoen word;

(iv) die nuwe werkgewer moet aan die vakman of remtrommelskiller die verlofbesoldiging wat ingevolge hierdie klousule aan hom toeken, betaal wanneer hy sy verlof met besoldiging neem;

(v) die werkgewer moet aan die vakman of remtrommelskiller wat sy diens verlaat nadat sy verlof hom toegekom het maar voordat dit aan hom toegestaan is, die verlofbesoldiging betaal wat aan hom verskuldig was op die datum waarop sy verlof hom toegekom het, en die vakman of remtrommelskiller moet self die bedrag van enige verlofbetaalbewys wat in sy besit is, van die betrokke Streekraad eis deur sodanige bewys te onderteken en dit aan die Sekretaris van die Streekraad voor te lê.

(12) Besoldiging vir opgelope verlof wat deur 'n Streekraad of deur 'n werkgewer ten behoewe van 'n werknemer gehou word wat weens gesondheidsredes of weens ander ongeskiktheid nie meer sy beroep kan voortsit nie, moet onmiddellik aan die werknemer betaalbaar word, en geld vir opgelope verlof wat verskuldig is aan 'n werknemer wat in die loop van sy diens te sterwe kom, moet onmiddellik aan sy boedel betaalbaar word.

(13) Alle bedrae wat ten opsigte van verlofbesoldiging ontvang word, moet gedeponeer word in 'n spesiale rekening waarop Streekrade werk.

(14) Behoudens andersluidende bepalings in hierdie klousule, moet besoldiging vir opgelope verlof wat ten behoewe van 'n vakman of remtrommelskiller gehou word—

(a) as hy die Nywerheid verlaat, aan hom betaal word by verstryking van 52 weke vanaf die datum waarop die verlofbesoldiging begin oploop het;

(b) terwyl hy nog in die Nywerheid werksaam is, aan hom betaal word wanneer hy sy jaarlikse verlof neem;

of dit kan na goedvinde van die betrokke Streekraad vroeër betaal word.

(15) *(a)* 'n Werkgewer kan te eniger tyd, maar hoogstens een maal in 'n tydperk van 12 agtereenvolgende maande, sy bedryfsinrigting sluit ten einde aan sy werknemers jaarlikse verlof 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 voorgeskrewe tydperk van jaarlikse verlof geregtig is nie, moet die werkgewer aan hom 'n bedrag betaal op die grondslag wat in subklousule (10) van hierdie klousule voorgeskryf word, asof sy diens beëindig is, plus besoldiging ten opsigte van dié openbare vakansiedae met besoldiging wat binne die tydperk val wat die bedryfsinrigting gesluit is en wat ingevolge subklousule (5) van hierdie klousule by 'n werknemer se jaarlikse verlof getel moet word, en wel teen 'n skaal van minstens dié wat hy gewoonlik vir sy gewone werkure vir daardie dag van die week sou ontvang het: Met dien verstande dat daar, behoudens subklousule (7) van hierdie klousule, van onderhoudspersoneel vereis kan word of hulle toegelaat kan word om gedurende die tydperk te werk waarin die bedryfsinrigting ingevolge hierdie paragraaf gesluit is.

(b) Vir die toepassing van hierdie klousule beteken ,,onderhoudspersoneel" werknemers in diens vir die onderhoud, opknapping of herstel van masjinerie, uitrusting of installsie.

KLOUSULE 12—ADDISIONELE VAKANSIEBESOLDIGING

(1) Elke werkgewer moet ten opsigte van elke vakman of remtrommelskiller wat by hom in diens is, 'n addisionele vakansiebesoldiging van R4 vir elke week diens betaal: Met dien verstande dat—

the remaining two copies to the journeyman or brake drum skimmer 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 subclause.

(d) Where a journeyman or brake drum skimmer 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 or brake drum skimmer must produce to the new employer copies of leave pay vouchers issued to him by previous employers in the Motor Industry and retained by such employee in terms of paragraph *(c)* of this subclause;

(ii) the leave for a journeyman or brake drum skimmer shall become due when he has worked with the new employer a number of shifts or a period equivalent to that prescribed in the Schedule to subclause (2) of this clause, less the aggregate of the shifts or periods shown on the copy of the leave pay vouchers handed by him to the new employer;

(iii) two weeks before the journeyman or brake drum skimmer is due to take paid leave from the new employer the copy of the leave pay voucher handed by the journeyman or brake drum skimmer 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 or brake drum skimmer when he takes his paid leave the amount of leave pay accrued to him in terms of this clause;

(v) a journeyman or brake drum skimmer 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 Seeretary of the Regional Council.

(12) 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 be come payable immediately to his estate.

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

(14) Except as otherwise provided in this clause, accrued leave pay held on behalf of a journeyman or brake drum skimmer shall be paid to him—

(a) if he leaves the Industry on the expiration of 52 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.

(15) *(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 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 subclause (10) 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 subclause (5) of this clause, at a rate of 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 subclause (7) of this clause, be required or permitted to work during the period that an establishment is closed in terms of this paragraph.

(b) For purposes of this clause, "maintenance personnel" shall mean employees engaged in the maintenance, overhauling or repairing of machinery, equipment or plant.

CLAUSE 12—ADDITIONAL HOLIDAY PAY

(1) Every employer shall in respect of every journeyman or brake drum skimmer employed by him pay additional holiday pay of R4 for each week of employment: Provided that—

(i) waar 'n vakman of remtrommelskiller 'n loon vir altesaam minder as 23 uur in 'n week ontvang of daarop geregtig is, geen addisionele vakansiebesoldiging, behoudens klousule 11 (1) *(b)*, (ii) *(ad)* van hierdie Hoofstuk, vir daardie week ten behoewe van sodanige werknemer betaalbaar is nie; en

(ii) waar 'n vakman of remtrommelskiller in enige verlofsiklus weens siekte of 'n ongeluk vir 30 dae van sy werk afwesig was, sy werkgewer die addisionele vakansiebesoldiging met 80c kan verminder vir elke verdere dag afwesigheid weens siekte of 'n ongeluk.

(2) Die bedrae wat ingevolge subklousule (1) van hierdie klousule betaalbaar is, moet maandeliks deur die werkgewer en wel voor of op die 10de dag van die maand wat onmiddellik volg op dié waarop sodanige bedrae betrekking het, saam met 'n skriftelike verklaring van die name van die betrokke werknemers en die bedrag van die addisionele vakansiebesoldiging wat vir elke sodanige werknemer gestuur word, aan die Sekretaris van die Streekraad in wie se regsgebied sy bedryfsinrigting geleë is, gestuur word.

(*Opmerking*.—Vorms wat spesiaal opgestel is vir die insluiting van die besonderhede deur hierdie subklousule vereis, is op aansoek verkrygbaar van die Sekretaris van die Streekraad in die betrokke Streek.)

(3) In gevalle waar 'n vakman of remtrommelskiller weens die redes gespesifiseer in subklousule (1) (i) van hierdie klousule van die werk afwesig was, moet die addisionele vakansiebesoldiging ingevolge subklousule (1) van hierdie klousule deur die werkgewer regstreeks aan die bevoordeelde betaal word voor of op elke betaaldag wat binne sy tydperk van afwesigheid val.

(4) Die addisionele vakansiebesoldiging wat ingevolge subklousule (1) betaalbaar is, moet, behoudens klousule 26 van afdeling A van hierdie Ooreenkoms, aan vakmanne of remtrommelskillers betaal word wanneer hulle met hul jaarlikse verlof gaan, en aansoek daarom moet minstens twee weke voordat die bevoordeelde se verlof begin, by die betrokke Streeksekretaris ingedien word.

(5) Geen bedrae mag, behoudens andersluidende bepalings in hierdie Ooreenkoms, by wyse van skuldvergelyking vir geld wat aan die werkgewer verskuldig mag wees van die addisionele vakansiebesoldiging afgetrek word nie.

(6) Alle werknemers, uitgesonderd vakmanne of remtrommelskillers, moet addisionele vakansiebesoldiging deur hul werkgewers betaal word wanneer hulle met jaarlikse verlof gaan.

(7) *(a)* Die addisionele vakansiebesoldiging wat in subklousule (6) van hierdie klousule bedoel word, is een week se loon ten opsigte van elke 12 maande diens.

(b) Die een week se loon wat in paragraaf *(a)* van hierdie subklousule bedoel word, moet bereken word teen die loon wat die werknemer verdien wanneer hy met verlof gaan.

(c) Die addisionele vakansiebesoldiging wat in paragraaf *(a)* van hierdie subklousule bedoel word, moet met een twee-en-vyftigste verminder word vir elke week wat die werknemer nie 'n volle vyf skofte werk nie, en vir die toepassing van hierdie subklousule het „skof" die betekenis wat in subklousule (1) *(b)* aan die begin van klousule 11 van hierdie Hoofstuk daaraan geheg word.

(8) Wanneer 'n werknemer, uitgesonderd 'n vakman of remtrommelskiller, die diens van sy werkgewer verlaat voordat hy vir die addisionele vakansiebesoldiging kwalifiseer, moet sodanige werknemer by diensbeëindiging 'n *pro rata*-gedeelte van sy addisionele vakansiebesoldiging betaal word.

(9) Klousule 11 (12), (13) en (14) van hierdie Hoofstuk is *mutatis mutandis* ten opsigte van addisionele vakansiebesoldiging van toepassing.

(10) Indien 'n bedrag wat ooreenkomstig hierdie klousule verskuldig is, nie teen die 15de dag van die maand wat volg op die maand ten opsigte waarvan dit betaalbaar is, deur die Raad ontvang word nie, moet die werkgewer rente betaal op sodanige bedrag of op sodanige kleiner bedrag wat nie betaal is nie, bereken teen die koers van een en 'n half persent per maand of gedeelte daarvan vanaf sodanige 15de dag tot die dag waarop betaling in kontant werklik deur die betrokke Streekraad ontvang word: Met dien verstande dat 'n Streekraad daartoe geregtig is om na volstrekte goedvinde betaling van sodanige rente of gedeelte daarvan kwyt te skeld.

KLOUSULE 13—OORPAKKE

(1) Geregistreerde vernuwingsinrigtings in alle Streke moet 'n minimum van drie eerstegraadse ketelmakersoorpakke of wasbare jasse per jaar gratis aan alle werknemers verskaf, uitgesonderd skoonmaaksters, wagte, algemene werkers of drywers, op die grondslag van twee oorpakke aan die begin van die eerste tydperk van ses maande en een aan die begin van die tweede tydperk van ses maande.

(2) Werkgewers moet aan hul werknemers gratis persoonlike beskermende uitrusting en/of klere verskaf ooreenkomstig regulasies B6 en C20 van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

(3) Die werkgewer bly die eienaar van elke kledingstuk wat hy ooreenkomstig hierdie klousule gratis aan 'n werknemer verskaf het.

(i) subject to the provisions of clause 11 (1) *(b)* (ii) *(ad)* of this Chapter, where a journeyman or brake drum skimmer 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; and

(ii) where in any leave cycle a journeyman or brake drum skimmer has been absent from work through illness or accident for 30 days, his employer may reduce the additional holiday pay by 80c in respect of each further day of absence through illness or accident.

(2) The amounts payable in terms of subclause (1) of this clause shall be remitted by the employer monthly, but not later than the 10th day of the month immediately following that to which such amounts refer, together with a written statement of the names of the employees concerned and the amount of the additional holiday pay being sent for each such employee to the Secretary of the Regional Council in whose area of jurisdiction the establishment is situated.

(*Note*.—Forms prepared specifically for the inclusion of the details required by this subclause are obtainable on application from the Regional Secretary in the Region concerned.)

(3) In cases where a journeyman or brake drum skimmer has been absent from work for the reasons specified in subclause (1) (i) of this clause, the additional holiday pay in terms of subclause (1) of this clause shall be paid by the employer direct to the beneficiary on or before each pay-day falling within his period of absence.

(4) Subject to the provisions of clause 26 of Division A to this Agreement, the additional holiday pay payable in terms of subclause (1) shall be payable to journeymen or brake drum skimmers 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) 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.

(6) All employees other than journeymen or brake drum skimmers shall be paid an amount of additional holiday pay by their employers when they proceed on annual leave.

(7) *(a)* The amount of the additional holiday pay referred to in subclause (6) of this clause shall be one week's wages in respect of each 12 months of employment.

(b) The one week's pay referred to in paragraph *(a)* of this subclause shall be calculated at the rate the employee is earning when he goes on leave.

(c) The amount of the additional holiday pay referred to in paragraph *(a)* of this subclause 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 subclause (1) *(b)* at the beginning of clause 11 of this Chapter.

(8) Where an employee other than a journeyman or brake drum skimmer 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.

(9) The provisions of clause 11 (12), (13) and (14) of this Chapter shall apply *mutatis mutandis* in respect of additional holiday pay.

(10) Should any amount due in terms of this clause not be received by the Council by the 15th day of the month following the month in respect of which it is payable, the employer shall pay interest on such amount or on such lesser amount as remains unpaid, calculated at the rate of one and a half per cent per month or part thereof from such 15th day until the day upon which payment in cash is actually received by the Regional Council concerned: Provided that a Regional Council shall be entitled in its absolute discretion to waive the payment of such interest or part thereof.

CLAUSE 13—OVERALLS

(1) Registered reconditioning establishments in all Regions shall supply free of charge to all employees other than chars, watchmen, general workers or drivers 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.

(2) Employers shall provide their employees free of charge with articles of personal protective equipment and/or clothing in accordance with regulations B6 and C20 of the Factories, Machinery and Building Work Act, 1941.

(3) The employer remains the owner of any item supplied to an employee by him free of charge in terms of this clause.

Namens die partye op hede die 18de dag van Maart 1980 te Johannesburg onderteken.

F. J. HACKNEY,
President van die Raad.

W. DE KLERK,
Vise-president van die Raad.

H. C. L. LOOCK,
Sekretaris van die Raad.

Signed at Johannesburg on behalf of the parties this 18th day of March 1980.

F. J. HACKNEY
President of the Council.

W. DE KLERK
Vice-President of the Council.

H. C. L. LOOCK
Secretary of the Council.

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID

AANHANGSEL A

[Verklaring ingevolge klousule 8 (1) van Afdeling A]

Datum .....

Die Streeksekretaris
Nasionale Nywerheidsraad vir die Motornywerheid

Streekraad .....

Posbus .....

.....

Meneer,

i.s. REGISTRASIE AS WERKGEWER IN DIE MOTORNYWERHEID

Ooreenkomstig klousule 8 (1) van Afdeling A, verstrek ek hierby onderstaande besonderhede in verband met hierdie sakeonderneming:

1. Naam (in blokletters) waaronder die saak gedryf word .....

   .....

2. Adres waar saak gedryf word .....

3. Adres van hoofkantoor (waar van toepassing) .....

4. Aard van sakeonderneming .....

5. Datum waarop met sake begin is.....

6. Name en adresse van (waar enigeen van hierdie persone aktief werksaam in die sakeonderneming is, moet die aard van sy dienste tussen hakies langsaan sy naam gemeld word):

   Eienaar .....

   of Vennote.....

   of Direkteure.....

   Bestuurder en/of Sekretaris .....

7. Besonderhede van werknemers:

   Getal vakmanne.....

   Getal vakleerlinge .....

   Getal klerke en verkoopspersone.....

   Getal algemene werkers.....

   Getal ander werknemers .....

8. Naam van werkgewersorganisasie waarvan ek lid is.....

Die uwe,

.....

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE A

[Statement in terms of clause 8 (1) of Division A]

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 Division A, I hereby furnish the following particulars in connection with this business:

1. Name under whieh 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 parentheses 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 persons .....

   No. of general workers .....

   No. of other employees.....

8. Name of employers' organisation of which I am a member .....

Yours faithfully,

.....

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID

AANHANGSEL B.1

[Voorgeskryf kragtens klousule 11 (4) van Afdeling A]
(*Opmerking*.—'n Aparte vorm moet voorgelê word vir iedere nuutaangestelde B/A-vakman of werkmanmasjinis.)

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.

..... ongekwalifiseer.

(2) Identifikasiebesonderhede:
Huisadres .....

.....

Vakvereniginglid No. .....

Identiteitsnommer .....

(3) Vorige ondervinding: (Heg stawende dokumente aan)†

Werkgewer	*Hoedanigheid waarin in diens*	*Tydperk*
.....	.....	.....

(4) Huidige personeel in Afdeling waarin B/A-vakman of werkmanmasjinis werksaam sal wees:

Graad A-vakmanne .....

B/A-vakmanne.....

Herstel- of bakwinkelassistente.....

Werkmanmasjiniste .....

Geteken.....

Werkgewer se naam.....

Werkgewer se adres .....

*Merk hoedanigheid waarin werksaam.
†Hierdie dokumente sal teruggestuur word sodra hulle aangeteken is.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE B.1

[Prescribed in terms of clause 11 (4) of Division A]
(*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 have to 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.....

.....

Trade Union Membership No. .....

Identity number .....

(3) Previous experience: (Attach supporting documents)†

Employer	*Capacity in which employed*	*Period*
.....	.....	.....

(4) Present staff in department in which B/A journeyman or operative 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 off the capacity of employment.
†These documents will be returned as soon as they have been noted.

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID

AANHANGSEL B.2

[Voorgeskryf kragtens klousule 11 (4) van Afdeling A]
(*Opmerking*.—'n Aparte vorm 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 Afdeling A stel ek u in kennis dat .....

..... (volle naam van werknemer)

die diens van hierdie sakeonderneming op .....

verlaat het om diens by ..... te aanvaar.
Hy was in diens in die hoedanigheid van *B/A-vakmanwerk-manmasjinis, gekwalifiseer/ongekwalifiseer.
†Hy het geen vakverenigingnommer gehad nie.
Sy vakverenigingnommer is .....

Geteken.....

Werkgewer se naam.....

Werkgewer se adres.....

*Merk hoedanigheid waarin werksaam.
†Skrap of vul in na gelang van vereiste.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE B.2

[Prescribed in terms of clause 11 (4) of Division A]
(*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 Division A, I have to 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 off the capacity of employment.
†Delete or complete as necessary.

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID

AANHANGSEL C

[Voorgeskryf ingevolge klousule 10 (11) *(c)* van Hoofstuk I van Afdeling C, klousule 6 (11) *(c)* van Deel I van Hoofstuk II van Afdeling C en klousule 11 (11) *(c)* van Hoofstukke III, IV en V van Afdeling C]

VERLOFBETAALBEWYS

No. .....

Datum .....

Uitgereik aan ..... (naam van werknemer)

MIEU/MICWU No. ..... Pensioenfondsnommer (indien bekend) .....

Identiteitskaartnommer .....

Woonagtig te .....

.....

.....
Handtekening van werknemer

Uitgereik deur (naam en adres van werkgewer) .....

Tydperk van diens vanaf aanvang van diens of vanaf datum waarop laaste verlof verskuldig geword het (naamlik die jongste datum) ..... tot

..... Getal weke ..... *(a)*

Weeklikse besoldiging op datum van diensbeëindiging R ..... *(b)*

Berekening van besoldiging vir opgelope verlof:

$$\frac{3 \times (a) \text{ weke gewerk} \times (b) \text{ weekloon}}{52}$$

R .....

Min LBS-belasting ....

Netto ..... R .....

Hierby sertifiseer ek dat die besonderhede op hierdie bewys verstrek, waar en korrek is.

.....
Handtekening van werkgewer

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE C

[Prescribed in terms of clause 10 (11) *(c)* of Chapter I of Division C, clause 6 (11) *(c)* of Part I of Chapter II of Division C and clause 11 (11) *(c)* of Chapters III, IV and V of Division C]

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:

$$\frac{3 \times (a) \text{ weeks worked} \times (b) \text{ weekly wage}}{52}$$

R .....

Minus PAYE tax R .....

Net ..... R .....

I hereby certify that the particulars furnished in this voucher are true and correct.

.....
Signature of employer

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTOR-NYWERHEID

AANHANGSEL D

[Voorgeskryf kragtens klousule 15 van Hoofstuk IV van Afdeling C]

DIENSSERTIFIKAAT

Heil die leser

.....(naam van werknemer) was by my in diens as 'n ongekwalifiseerde/gekwalifiseerde werkmanmasjinis*

vanaf ..... tot ..... Gedurende hierdie tydperk het hy ondergenoemde masjiene bedien:

Herboormasjien
Silinderslypmasjien
Krukasslypmasjien
Suierstangmasjien
Oppervlakslypmasjien
Klepvlakslypmasjien

(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 gedeelte van sy diens 'n ongekwalifiseerde werkmanmasjinis was en later as 'n gekwalifiseerde werkmanmasjinis in diens was, skryf asb. die betrokke datums hieronder in:

In diens as ongekwalifiseerde werkmanmasjinis .....

tot.....

In diens as gekwalifiseerde werkmanmasjinis.....

tot.....

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE D

[Prescribed in terms of clause 15 of Chapter IV of Division C]

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
Connecting-rod machine
Surface grinding machine
Valve refacing machine

(Cross out those which the employee did not operate.)

(Signed) .....

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 E

[Voorgeskryf ooreenkomstig klousule 9 *(e)* van Afdeling A]

KENNISGEWING

Die aandag van alle betrokkenes word op ondervermelde klousules in die Hoofooreenkoms van die Nasionale Nywerheidsraad vir die Motornywerheid gevestig:

Indiensneming vir vakmanswerk.—Klousule 18 (1) van Afdeling A waarvolgens dit 'n *oortreding* vir 'n werkgewer is om 'n werknemer te gelas of toe te laat om, of vir 'n werknemer om enige ander werknemer wat nie 'n vakman, B/A-vakman, vakleerling of kwekeling ingevolge die Wet op Opleiding van Ambagsmanne, 1951, is nie, te gelas of toe te laat om vakmanswerk te verrig.

Buitewerk.—Klousule 15 van Afdeling A ingevolge waarvan dit 'n *oortreding* vir 'n werknemer is om motorvoertuigherstelwerk te verrig, *hetsy vir wins of nie*, behalwe—

(a) namens sy werkgewer; of
(b) aan 'n motorvoertuig wat in die werknemer se naam geregistreer is.

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE E

[Prescribed in terms of clause 9 *(e)* of Division A]

NOTICE

The attention of all concerned is drawn to the following clauses in the Main Agreement of the National Industrial Council for the Motor Industry.

Employment on journeyman's work.—Clause 18 (1) of Division A in terms of which it is an *offence* for an employer to instruct or permit an employee, or for an employee to instruct any other employee (not being a journeyman, B/A journeyman, apprentice, or trainee under the Training of Artisans Act, 1951) to do journeyman's work.

Out-work.—Clause 15 of Division A in terms of which it is an *offence* for any employee to engage in motor vehicle repair work *whether for gain or not*, except—

(a) on behalf of his employer; or
(b) on a motor vehicle registered in the employee's name.

DIE NASIONALE NYWERHEIDSRAAD VIR DIE MOTORBEDRYF

BYLAE F

[Voorgeskryf ingevolge klousule 13 (14) van Hoofstuk 1 van Afdeling C, klousule 14 (13) van Deel I van Hoofstuk II van Afdeling C en klousule 14 (4) van Hoofstuk IV van Afdeling C]

GEREEDSKAPLYS

MOTORWERKTUIGKUNDIGE

1 Stel instelmoersleutels, ⅛″ tot 1″ of 6 mm tot 25 mm
1 Stel ringsleutels, ⅛″ tot 1″ of 6 mm tot 25 mm
2 Sekelvormige sleutels, 6″ en 12″ of 150 mm en 300 mm
1 Bobbejaansleutel
1 Stel soksleutels, ⅛″ tot 1″ of 6 mm tot 25 mm
1 Stel klepsleutels
1 Stel beitels (klein)
1 Duralite-hamer, 1 pd of 450 g
2 Ingenieurshamers, ¼ pd en 2 pd of 125 g en 900 g
1 Stel spiraalbore, $\frac{1}{16}$″ tot ⅜″ of 1 mm tot 10 mm
1 Krom blikskêr, 8″ of 200 mm
1 Ystersaagraamwerk
1 Oliekan
2 Staalmeetstokke, 6″ en 12″ of 150 mm en 300 mm
1 Stel voelers
1 Klein omslag
1 Sykniptang, 6″ of 150 mm
1 Gastang, 6″ of 150 mm
1 Pompdrukstuktang
1 Klepslyper, suigtipe
1 Kraspen
1 Senterpons
1 Stel penponse, tot $\frac{5}{16}$″ of 8 mm
1 Verdeelpasser
1 Halfrondvyl, 6″ of 150 mm
1 Ronde vyl, 6″ of 150 mm
1 Platvyl, 6″ of 150 mm
1 Driehoekige vyl, 6″ of 150 mm
1 Binnemeetpasser, 4″ of 100 mm
1 Buitemeetpasser, 4″ of 100 mm
1 Stel sterskroewedraaiers
3 Skroewedraaiers, 6″, 8″ en 12″ of 150 mm, 200 mm en 300 mm
1 Stel vetergatpons, tot ½″ of 12,6 mm
2 Vonkpropsokke

VOERTUIGBAKBOUER

1 Paneelsaag, 8-tand tot 1″ of 8-tand tot 25,4 mm
1 Tapsaag
1 Sleutelgatsaag
1 Stanley-skaaf No 4½
1 Verstelbare hobbelskaaf
1 Stel steekbeitels, ⅛″ tot 1″ of 6 mm tot 25 mm
1 Kruishout
1 Ratelomslag, 10″ of 250 mm
1 Stel awegaarbore, ¼″ tot 1″ of 12 mm tot 25 mm
1 Omslagskroewedraaier
1 Versinkboor
1 Handboor
1 Stel stukwerkersbore, ⅛″ tot ¼″ of 6 mm tot 12 mm
1 Oliesteen
2 G-klampe, 6″ of 150 mm
1 Verdeelpasser, 9″ of 225 mm
1 Krom blikskêr, 8″ of 200 mm
1 Houthamer
1 Dwarspenhamer
1 Hamer, 4 pd of 1 800 g
1 Spykerpons
1 Prikpons
2 Skroewedraaiers, 6″ en 12″ of 150 mm en 300 mm
1 Meetstok, 3′ of 1 meter
1 Speekskaaf
3 Winkelhake, 6″, 12″ en 24″ of 150 mm, 300 mm en 600 mm
1 Swaaihaak (E.Bevel), 6″ of 150 mm
1 Koubeitel
1 Skraper (skraapmes)
1 Stel instelsleutels, ⅛″ tot 1″ of 6 mm tot 25 mm
1 Senterpons
1 Ystersaagraamwerk
1 Klouhamer, 1 pd of 450 g

THE NATIONAL INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY

ANNEXURE F

[Prescribed in terms of clause 13 (14) of Chapter I of Division C, clause 14 (13) of Part I of Chapter II of Division C and clause 14 (4) of Chapter IV of Division C]

TOOL LIST

MOTOR MECHANIC

1 Set set spanners, ⅛″ to 1″ or 6 mm to 25 mm
1 Set ring spanners, ⅛″ to 1″ or 6 mm to 25 mm
2 Crescent spanners, 6″ and 12″ or 150 mm and 300 mm
1 Stillson wrench
1 Set socket wrenches, ⅛″ to 1″ or 6 mm to 25 mm
1 Set tappet spanners
1 Set chisels (small)
1 Duralite hammer, 1 lb or 450 g
2 Engineer's hammers, ¼ lb and 2 lb or 125 g and 900 g
1 Set twist drills, $\frac{1}{16}$″ to ⅜″ or 1 mm to 10 mm
1 Pair tin snips, 8″ or 200 mm
1 Hacksaw frame
1 Oil can
2 Steel rules, 6″ and 12″ or 150 mm and 300 mm
1 Set feeler gauges
1 Small brace
1 Pair side cutting pliers, 6″ or 150 mm
1 Pair gas pliers, 6″ or 150 mm
1 Pair pump gland pliers
1 Valve grinder, suction type
1 Scriber .
1 Centre punch
1 Set pin punches, up to $\frac{5}{16}$″ or 8 mm
1 Pair dividers
1 Half round file, 6″ or 150 mm
1 Round file, 6″ or 150 mm
1 Flat file, 6″ or 150 mm
1 Three-cornered file, 6″ or 150 mm
1 Pair inside callipers, 4″ or 100 mm
1 Pair outside callipers, 4″ or 100 mm
1 Set Phillips screwdrivers
3 Screwdrivers, 6″, 8″ and 12″ or 150 mm, 200 mm and 300 mm
1 Set belt punches, up to ½″ or 12,6 mm
2 Spark plug sockets

VEHICLE BODY BUILDER

1 Panel saw, 8 teeth to 1″ or 8 teeth to 25,4 mm
1 Tenon saw
1 Keyhole saw
1 Stanley plane, no. 4½
1 Compass plane, adjustable
1 Set firmer chisels, ⅛″ to 1″ or 6 mm to 25 mm
1 Marking gauge
1 Ratchet brace, 10″ or 250 mm
1 Set auger bits, ¼″ to 1″ or 12 mm to 25 mm
1 Screwdriver bit
1 Countersunk bit
1 Hand drill
1 Set jobber's drills, ⅛″ to ¼″ or 6 mm to 12 mm
1 Oil stone
2 G. clamps, 6″ or 150 mm
1 Pair dividers, 9″ or 225 mm
1 Pair tin snips, 8″ or 200 mm
1 Wooden mallet
1 Crosspeen hammer
1 Hammer, 4 lb or 1 800 g
1 Nail punch
1 Prick punch
2 Screwdrivers, 6″ and 12″ or 150 mm and 300 mm
1 Rule, 3′ or 1 meter
1 Spoke shave
3 Squares, 6″, 12″ and 24″ or 150 mm, 300 mm and 600 mm
1 Bevel, 6″ or 150 mm
1 Cold chisel
1 Scraper
1 Set set spanners, ⅛″ to 1″ or 6 mm to 25 mm
1 Centre punch
1 Hacksaw frame
1 Claw hammer, 1 lb or 450 g

SWEISER

1 Staalborsel
1 Stel beitels (gemeng) vir metaal
1 Hamer
2 Meetstokke, 6″ en 12″ of 150 mm en 300 mm
1 Blikhamer
2 G-klampe
1 Winkelhaak (E. Square)
1 Klein handboor
1 Stel bore, reguitskag, 1/16″ tot 3/8″ of 1 mm tot 10 mm
1 Smidstang
2 Tange
4 Gemengde vyle, 6″ of 150 mm
1 Vylhef
1 Staalmeetband, 6′ of 2 m
2 Stelbare sleutels
2 Skroewedraaiers
1 Breekyster (koevoet), 18″ of 450 mm
1 Ystersaagraamwerk

MOTORPLAATMETAALWERKER/
MOTORBAKHERSTELLER/
DUIKKLOPPER

1 Planeerhamer
1 Sperhamer
1 Righamer
1 Dwarspenhamer, 1 pd of 450 g
1 Stel kloplese
1 Houthamer
1 Stel moersleutels, 1/8″ tot 1″ of 6 mm tot 25 mm
1 Stel gemengde ponse, tot 1/2″ of 13 mm
1 Klein soldeerbout
2 G-klampe, 4″ tot 8″ of 100 mm tot 200 mm
1 Modderskermkrultang
1 Modderskermflenstang
1 Reguit blikskêr
1 Krom blikskêr
1 Metaalwinkelhaak, 18″ of 450 mm
1 Stel passers
2 Koubeitels
1 Staal-duimstok, 12″ of 300 mm
1 Staal-meetband, 6′ of 2 m
1 Stel lepels
1 Ystersaagraamwerk
2 Skroewedraaiers, 6″ en 10″ of 150 mm en 250 mm
1 Stel Sterskroewedraaiers
1 Halfrondvyl, 6″ of 150 mm
1 Ronde vyl, 6″ of 150 mm
1 Platvyl, 6″ of 150 mm
1 Driehoekige vyl, 6″ of 150 mm

MOTORELEKTRISIËN

2 Hamers, 1/2 pd en 1 1/2 pd of 225 g en 675 g
1 Groot skroewedraaier
1 Medium skroewedraaier
1 Stel sterskroewedraaiers
1 Meergreeptang
1 Sykniptang, 6″ of 150 mm
1 Gastang, 6″ of 150 mm
1 Langbektang, 6″ of 150 mm
1 Stel soksleutels, 1/2″ tot 1″ of 12,5 mm tot 25 mm
1 Stel instelmoersleutels, 1/8″ tot 1″ of 6 mm tot 25 mm
1 Stel ringsleutels, 1/8″ tot 1″ of 6 mm tot 25 mm
2 Stelbare sleutels, 6″ en 10″ of 150 mm en 250 mm
1 Stel van drie klein beitels
1 Klein omslag
1 Stel penponse, klein
1 Senterpons
1 Draadstrooptang
1 Soldeerbout, 1 pd of 450 g
1 Ystersaagraamwerk
1 Stel voelers
1 Binnemeetpasser, 4″ of 100 mm
1 Buitemeetpasser, 4″ of 100 mm
1 Klein sokdiens-gereedskapstel
1 Skêr
1 Krom blikskêr, 8″ of 200 mm
1 Stel staalbore, 1/16″ tot 3/8″ of 1 mm tot 10 mm
2 Staalmeetstokke, 6″ en 12″ of 150 mm en 300 mm
1 Halfrondvyl, 6″ of 150 mm
1 Ronde vyl, 6″ of 150 mm
1 Platvyl, 6″ of 150 mm
1 Driehoekige vyl, 6″ of 150 mm

WELDER

1 Wire brush
1 Set chisels (assorted) for metal
1 Hammer
2 Rules, 6″ and 12″ or 150 mm and 300 mm
1 Chipping hammer
2 G. clamps
1 Square
1 Small hand drill
1 Set drills, straight, shank, 1/16″ to 3/8″ or 1 mm to 10 mm
1 Pair blacksmith's tongs
2 Pairs pliers
4 Assorted files, 6″ or 150 mm
1 File handle
1 Steel tape, 6′ or 2 meters
2 Shifting spanners
2 Screwdrivers
1 Pinch bar (crowbar), 18″ or 450 mm
1 Hacksaw frame

AUTOMOTIVE SHEET METAL WORKER/AUTO BODY REPAIRER/PANELBEATER

1 Planishing hammer
1 Blocking hammer
1 Peenhead hammer
1 Crosspeen hammer, 1 lb or 450 g
1 Set of dollies
1 Mallet
1 Set spanners, 1/8″ to 1″ or 6 mm to 25 mm
1 Set assorted punches, up to 1/2″ or 13 mm
1 Small soldering iron
2 G. clamps, 4″ to 8″ or 100 mm to 200 mm
1 Fender bead pliers
1 Fender flange pliers
1 Pair snips straight
1 Pair snips, curved
1 Metal square, 18″ or 450 mm
1 Pair compasses
2 Cold chisels
1 Steel rule, 12″ or 300 mm
1 Steel tape, 6′ or 2 meters
1 Set spoons
1 Hacksaw frame
2 Screwdrivers, 6″ and 10″ or 150 mm and 250 mm
1 Set Phillips screwdrivers
1 Half round file, 6″ or 150 mm
1 Round file, 6″ or 150 mm
1 Flat file, 6″ or 150 mm
1 Three-cornered file, 6″ or 150 mm

AUTOMOTIVE ELECTRICIAN

2 Hammers, 1/2 lb and 1 1/2 lb or 225 g and 675 g
1 Large screwdriver
1 Medium screwdriver
1 Set Phillips screwdrivers
1 Pair multigrip pliers
1 Pair side cutting pliers, 6″ or 150 mm
1 Pair gas pliers, 6″ or 150 mm
1 Longnose pliers, 6″ or 150 mm
2 Set socket wrenches 1/2″ to 1″ or 12,5 mm to 25 mm
1 Set set spanners, 1/8″ to 1″ or 6 mm to 25 mm
1 Set ring spanners, 1/8″ to 1″ or 6 mm to 25 mm
2 Shifting spanners, 6″ and 10″ or 150 mm and 250 mm
1 Set of three small chisels
1 Small brace
1 Set pin punches, small
1 Centre punch
1 Pair wire trimming cutters
1 Soldering iron, 1 lb or 450 g
1 Hacksaw frame
1 Set feeler gauges
1 Pair inside callipers, 4″ or 100 mm
1 Pair outside callipers, 4″ or 100 mm
1 Small service socket kit
1 Pair scissors
1 Pair tin snips, 8″ or 200 mm
1 Set drills, steel, 1/16″ to 3/8″ or 1 mm to 10 mm
2 Steel rules, 6″ and 12″ or 150 mm and 300 mm
1 Half round file, 6″ or 150 mm
1 Round file, 6″ or 150 mm
1 Flat file, 6″ or 150 mm
1 Three-cornered file, 6″ or 150 mm

AFWERKER (STOFFEERDER)

1 Hegspykerhamer
1 Bolpenhamer, 1½ pd of 675 g
1 Skêr, 12″ of 300 mm
1 Spykerpons
1 Draaileerpons
1 Stelbare drukknoppons
3 Skroewedraaiers, 6″, 8″ en 12″ of 150 mm, 200 mm en 300 mm
1 Kleremakermaatband (meetstok), 3′ of 1 m
1 Meetband, 6′ of 2 m
2 Bekleërstange
1 Stel spiraalbore, $\frac{1}{16}$″ tot ⅜″ of 1 mm tot 10 mm
1 Koubeitel, ½″ of 13 mm
1 Winkelhaak, 18″ × 24″ of 350 mm × 600 mm
1 Stel ringsleutels, tot 1″ of 25 mm
1 Klein knyptang
1 Tandbeitel
1 Stel van drie sterskroewedraaiers
1 Boelkneltang
1 Touweefsteltrekker
1 Sykniptang
1 Gastang
2 Bekleërsmesse
1 Stel klokponse, tot 1″ of 25 mm
1 Stel penponse
1 Ystersaagraamwerk
1 Verdeelpasser
2 Sirkelvormige naalde
1 Stel soksleutels, $\frac{3}{16}$″ tot ¾″ of 4,75 mm tot 19 mm
1 Buigtang (kussingveerklem)
3 Klein beitels, tot ½″ of 13 mm
1 Senterpons
1 Klein handboor

MOTORMASJINIS EN -PASSER/MOTORDRAAIER EN -MASJINIS

2 Binnemeetpassers
2 Buitemeetpassers
1 Dieptemaat
2 Skroewedraaiers
2 Hamers
1 Stelbare sleutel
1 Stel voelers
2 Staalmeetstokke, 6″ en 12″ of 150 mm en 300 mm
1 Verdeelpasser
1 Kweepasser
1 Senterpons
1 Stel bore (reguitskag), $\frac{1}{16}$″ tot ⅜″ of 1 mm tot 10 mm
1 Vylhef
1 Ystersaagraamwerk
1 Oliekan

PASSER EN DRAAIER

2 Binnemeetpassers
2 Buitemeetpassers
1 Kombinasiestel, 6″ × 12″ of 150 mm × 300 mm
1 Dieptemaat
2 Skroewedraaiers
2 Hamers
2 Skrapers
1 Stelbare sleutel
1 Skroefsteekmaat
1 Stel voelers
1 Oliekan
1 Krasblok
2 Staalmeetstokke, 6″ en 12″ of 150 mm en 300 mm
1 Verdeelpasser
1 Kweepasser
1 Senterpons
1 Draadsnybeitel, middelmaat
1 Stel bore (reguitskag), $\frac{1}{16}$″ tot ⅜″ of 1 mm tot 10 mm
1 Vylhef
1 Ystersaagraamwerk

SPUITVERWER

1 Stel stroopborsels
1 Slaglyn
1 Meetstok, 3′ of 1 m
1 Stel slytstukke

TRIMMER

1 Tack hammer (magnetic)
1 Ball peen hammer, 1½ lb or 675 g
1 Pair scissors, 12″ or 300 mm
1 Nail punch
1 Revolving leather punch
1 Press button setting punch
3 Screwdrivers, 6″, 8″ or 12″ or 150 mm, 200 mm and 300 mm
1 Tailor's rule, 3′ or 1 meter
1 Tape measure, 6′ or 2 meters
2 Pairs trimmer's pliers
1 Set twist drills, $\frac{1}{16}$″ to ⅜″ or 1 mm to 10 mm
1 Cold chisel, ½″ or 13 mm
1 Square, 18″ × 24″ or 350 mm × 600 mm
1 Set ring spanners, up to 1″ or 25 mm
1 Pair small pincers
1 Claw tool
1 Set of three Phillip's screwdrivers
1 Pair bulldog pliers
1 Pair bulling pliers (web stretcher)
1 Pair side cutting pliers
1 Pair gas pliers
2 Trimmer's knives (1 curved)
1 Set bell punches, up to 1″ or 25 mm
1 Set pin punches
1 Hacksaw frame
1 Pair dividers
2 Circular needles
1 Set box spanners, $\frac{3}{16}$″ to ¾″ or 4,75 mm to 19 mm
1 Pair pliers, cushion spring clip
3 Small chisels, up to ½″ or 13 mm
1 Centre punch
1 Small hand drill

AUTOMOTIVE MACHINIST AND FITTER/AUTOMOTIVE TURNER AND MACHINIST

2 Pairs inside callipers
2 Pairs outside callipers
1 Depth gauge
2 Screwdrivers
2 Hammers
1 Shifting spanner
1 Set feeler gauges
2 Steel rules, 6″ and 12″ or 150 mm and 300 mm
1 Pair dividers
1 Pair hermaphrodite callipers
1 Centre punch
1 Set drills, straight shank, $\frac{1}{16}$″ to ⅜″ or 1 mm to 10 mm
1 File handle
1 Hacksaw frame
1 Oil can

FITTER AND TURNER

2 Pairs inside callipers
2 Pairs outside callipers
1 Combination set, 6″ × 12″ or 150 mm × 300 mm
1 Depth gauge
2 Screwdrivers
2 Hammers
2 Scrapers
1 Shifting spanner
1 Screw pitch gauge
1 Set feeler gauges
1 Oil can
1 Surface gauge
2 Steel rules, 6″ and 12″ or 150 mm and 300 mm
1 Pair dividers
1 Pair hermaphrodite callipers
1 Centre punch
1 Screwing tool, centre gauge
1 Set drills, straight shank, $\frac{1}{16}$″ to ⅜″ or 1 mm to 10 mm
1 File handle
1 Hacksaw frame

SPRAY PAINTER

1 Set striping brushes
1 Chalk line
1 Rule, 3′ or 1 meter
1 set liners

R.1496] [25 Julie 1980

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941

MOTORNYWERHEID

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, verklaar hierby, kragtens artikel 22 (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Motornywerheid, gepubliseer by Goewermentskennisgewing R.1495 van 25 Julie 1980, oor die algemeen vir werknemers wie se werkure en besoldiging ten opsigte van oortydwerk, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die desbetreffende bepalings van genoemde Wet.

S. P. BOTHA
Minister van Mannekragbenutting

R.1496] [25 July 198(

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941

MOTOR INDUSTRY

I, STEPHANUS PETRUS BOTHA, Minister of Manpowe Utilisation, hereby, in terms of section 22 (1) of th Factories, Machinery and Building Work Act, 1941 declare the provisions of the Agreement and notic relating to the Motor Industry, published under Govern ment Notice R.1495 of 25 July 1980, to be, on the whole not less favourable to the employees whose hours o work and remuneration in respect of overtime, publi holidays and work on Sundays and public holidays ar regulated thereby, than the relative provisions of the sai Act.

S. P. BOTHA
Minister of Manpower Utilisatio

R.1497] [25 Julie 1980

WET OP NYWERHEIDSVERSOENING, 1956

MOTORNYWERHEID

INTREKKING VAN GOEWERMENTSKENNISGEWINGS

Ek, STEPHANUS PETRUS BOTHA, Minister van Mannekragbenutting, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheidsversoening, 1956, Goewermentskennisgewings R.1613 van 22 Augustus 1975, R.1035 van 17 Junie 1977, R.351 van 3 Maart 1978, R.889 van 27 April 1979, R.1135 van 6 Junie 1980 en R.1322 van 27 Junie 1980 in met ingang van 28 Julie 1980.

S. P. BOTHA
Minister van Mannekragbenutting

R.1497] [25 July 198(

INDUSTRIAL CONCILIATION ACT, 1956

MOTOR INDUSTRY

CANCELLATION OF GOVERNMENT NOTICES

I, STEPHANUS PETRUS BOTHA, Minister of Manpowe Utilisation, hereby, in terms of section 48 (5) of th Industrial Conciliation Act, 1956, cancel Governmen Notices R.1613 of 22 August 1975, R.1035 of 17 Jun 1977, R.351 of 3 March 1978, R.889 of 27 April 1979 R.1135 of 6 June 1980 and R.1322 of 27 June 1980 wit effect from 28 July 1980.

S. P. BOTHA
Minister of Manpower Utilisatio

INHOUD

Departement van Mannekragbenutting

GOEWERMENTSKENNISGEWINGS

No.		BLADSY
R.1495	Wet op Nywerheidsversoening, 1956: Motornywerheid: Hoofooreenkoms	1
R.1496	Wet op Fabrieke, Masjinerie en Bouwerk, 1941: Motornywerheid	120
R.1497	Wet op Nywerheidsversoening, 1956: Motornywerheid: Intrekking van Goewermentskennisgewings	120

CONTENTS

Department of Manpower Utilization

GOVERNMENT NOTICES

No.		PAG
R.1495	Industrial Conciliation Act, 1956: Motor Industry: Main Agreement	
R.1496	Factories, Machinery and Building: Work Act, 1941: Motor Industry	1
R.1497	Industrial Conciliation Act, 1956: Motor Industry: Cancellation of Government Notices	1

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