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*Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.*

*All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.*

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 227.] [26 Januarie 1951.
NYWERHEID-VERSOENINGSWET, 1937.

MOTORNYWERHEID, KIMBERLEY EN
NOORDELIKE KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Motornywerheid vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die werkgewers-organisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in genoemde Ooreenkoms behalwe klousules 1, 11, 17, 20 en 21 van hoofstuk I en klousules 1 van hoofstukke II en III vir sover dit die bepalings van klousules 1, 11, 17, 20 en 21 van hoofstuk I van toepassing maak, vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraats-distrikte Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly-Wes, Hay, Taungs, Vryburg, Mafeking, Warrenton en Postmasburg; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in genoemde Ooreenkoms behalwe klousules 1, 11, 17, 20 en 21 van hoofstuk I en klousules 1 van hoofstukke II en III vir sover dit die bepalings van klousules 1, 11, 17, 20 en 21 van hoofstuk I van toepassing maak, vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag in die magistraats-distrikte Kimberley, Herbert, Hopetown, Philips-

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 227.] [26 January 1951.
INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR INDUSTRY, KIMBERLEY AND
NORTHERN CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Industry, shall be binding from the second Monday after date of publication of this notice and for the period ending one year from the said second Monday, upon the employers' organization and trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement except clauses 1, 11, 17, 20 and 21 of Chapter I and clauses 1 of Chapters II and III insofar as they apply the provisions of clauses 1, 11, 17, 20 and 21 of Chapter I, shall be binding from the second Monday after date of publication of this notice and for the period ending one year from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton and Postmasburg; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton and Postmasburg, and from the second Monday after date of publication of this notice, and for the period ending one year from the said second Monday, the provisions contained in the said Agreement excluding

town, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly-Wes, Hay, Taungs, Vryburg, Mafeking, Warrenton en Postmasburg *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer” vervat in artikel een van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

NYWERHEIDSRAAD VIR DIE MOTORYWERHEID, KIMBERLEY.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit deur en aangegaan tussen die

„South African Motor Industry Employers' Association”

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

„Motor Industry Employees' Union of South Africa”

(hierna genoem „die werknemers” of „die vakvereniging”), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Motorywerheid, Kimberley.

BYLAE.

HOOFSTUK I.—ALGEMEEN.

1. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingeвоelge artikel agt-en-veertig van die Wet bepaal, en bly van krag vir 'n jaar van die datum af waarop die Ooreenkoms in werking tree, of vir 'n termyn wat die Minister vasstel.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms—

- (a) moet nagekom word deur alle werkgewers wat lede van die werkgewersorganisasie is, en wat in die motorywerheid werksaam is, en deur alle lede van die vakvereniging wat in daardie nywerheid in diens is, en vir wie lone in artikel 3 van hoofstukke II en III van hierdie Ooreenkoms voorgeskryf is;
- (b) is van toepassing op vakleerlinge, vir sover dit nie met die bepalings van die Wet op Vakleerlinge, 1944, of enige voorwaardes daarvolgens vasgestel, in stryd is nie;

in die magistraatsgebiede Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly-Wes, Hay, Taungs, Vryburg, Mafeking, Warrenton en Postmasburg.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word, en waarvan die betekenis in die Wet bepaal is, het dieselfde betekenis as in daardie Wet; by 'n verwysing na 'n wet is ook enige wysiging van sodanige Wet inbegrepe, en behalwe waar die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy dit strydig is met die samehang, beteken—

- „toebehorewinkels”, 'n inrigting, of gedeelte van 'n inrigting, waarin, waarop, of vanwaar in groothandel, of kleinhandel, toebehore, onderdele, of vervangingsdele verkoop, of vir verkoop aangebied word wat vir die herstel van, of toevoeging aan enige motorvoertuig nodig is;
- „Wet”, die Nywerheid-versoeningswet, 1937;
- „vakleerling”, 'n werknemer wat dien onder 'n skriftelike vakleerlingkontrak wat ingevoelge die Wet op Vakleerlinge, 1944, geregistreer is;
- „gebied A”, die munisipale gebied Kimberley;
- „gebied B”, die magistraatsdistrikte Kimberley (met uitsondering van die munisipale gebied), Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly-Wes, Hay, Taungs, Vryburg, Mafeking, Warrenton en Postmasburg;
- „Raad”, die „Industrial Council for the Motor Industry, Kimberley”, geregistreer ingevoelge artikel neëntien van die Nywerheid-versoeningswet, 1937;
- „inrigting”, 'n plek waarin die motorywerheid uitgeoefen word;
- „vulstasie, of diensstasie”, 'n plek wat gebruik word vir verkoop (in kleinhandel), of uitstalling vir verkoop daarin, daarop of daaruit van petrol, olie, bande en motortoebehore, maar sluit nie 'n toebehorewinkels of motorslooplek in nie;
- „uurloon”, die weckloon wat betaal word aan, of voorgeskryf is vir, 'n werknemer (na gelang van die voordeligste vir die werknemer) gedeel deur 46;
- „jeugdige”, 'n werknemer onder 21-jarige ouderdom;
- „werknemer by die maand”, 'n werknemer wat maandeliks betaal word;

clauses 1, 11, 17, 20 and 21 of Chapter I and clauses 1 of Chapters II and III insofar as they apply the provisions of clauses 1, 11, 17, 20 and 21 of Chapter I, shall *mutatis mutandis* apply in respect of such persons employed in the said industry as are not included in the definition of the expression “employee” contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY, KIMBERLEY.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

South African Motor Industry Employers' Association

(hereinafter referred to as “the employers” or “the employers' organization”, of the one part, and the

Motor Industry Employees' Union of South Africa

(hereinafter referred to as “the employees” or “the trade union”), of the other part,

being parties to the Industrial Council for the Motor Industry, Kimberley.

SCHEDULE.

CHAPTER I.—GENERAL.

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour, in terms of section forty-eight of the Act, and shall remain in force for one year from the date the Agreement comes into operation, or for such period as may be determined by the Minister.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

- (a) be observed by all employers who are members of the employers' organization and who are engaged in the Motor Industry, and by all members of the trade union who are employed in that industry and for whom wages are prescribed in section 3 of Chapters II and III of this Agreement;
- (b) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944, or any conditions fixed thereunder;

in the Magisterial Areas of Kimberley, Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton and Postmasburg.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Act shall have the same meanings as in that Act, a reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

- “accessory shop” means any establishment or portion of an establishment wherein, whereon, or wherefrom is sold or offered for sale by wholesale or retail any accessories, spare parts, or replacement parts, necessary for the repair of or addition to any motor vehicle;
- “Act” means the Industrial Conciliation Act, 1937;
- “apprentice” means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act, 1944;
- “Area A” means the Municipal Area of Kimberley;
- “Area B” means the Magisterial Areas of Kimberley (excluding the Municipal Area), Herbert, Hopetown, Philipstown, De Aar, Britstown, Prieska, Kenhardt, Gordonia, Kuruman, Barkly West, Hay, Taungs, Vryburg, Mafeking, Warrenton and Postmasburg;
- “Council” means the Industrial Council for the Motor Industry, Kimberley, registered in terms of section nineteen of the Industrial Conciliation Act, 1937;
- “establishment” means any place in which the Motor Industry is carried on;
- “filling station or service station” means any place whatever used for the sale (by retail), exposure for sale therein or thereon or therefrom of petrol, oils, tyres and motor accessories, but does not include an accessory shop or motor graveyard;
- “hourly rate” means the weekly wage paid to or prescribed for an employee (whichever is the more favourable to him), divided by 46;
- “juvenile” means an employee under the age of 21 years;
- “monthly employee” means an employee who is paid by the month;

„motorslooplek”, ’n inrigting waarin motorvoertuie gesloop en gebruikte onderdele daarvan verkry word en waarin, waarop, of vanwaar sulke gebruikte onderdele afsonderlik, of saam met nuwe onderdele en/of toebehore verkoop word; „Motornywerheid”, sonder in enige opsig die gewone betekenis van die uitdrukking te beperk, ook—

- (a) motoringenieurswerk en motorbakbou en herstelwerk;
 - (b) inmeekaarsit, opbou, toets, herstel, regstel, noukeurig nasien, maak of herstel van onderdele, vere en verkoelers, bedrading, bekleding, verfspuit, verf en/of her kondisioneer, uitgevoer in verband met—
 - (i) die onderstel en/of bakke van motorvoertuie;
 - (ii) inwendige verbrandingsmasjiene van motorvoertuie;
 - (iii) die elektriese uitrusting in verband met motorvoertuie met inbegrip van radio;
 - (c) herstel, vulkaniseer en/of versool van bande;
 - (d) herstel en vervaardiging van batterye vir motorvoertuie;
 - (e) die besigheid wat gedryf word deur ’n vulstasie of diensstasie;
 - (f) die verkoop van motorvoertuie, of die toebehore en/of onderdele (hetsy nuut of gebruik) in verband daarmee, hetsy die verkoop wel of nie geskied van persele wat aan ’n gedeelte van ’n inrigting waarin die inmeekaarsit of herstel van motorvoertuie uitgevoer word, verbonde is;
 - (g) motorslooplekke;
- „motorverkooplokaal en/of uitstallokaal”, enige plek, hetsy in ’n gebou, of gedeelte van ’n gebou, of in die oop lug geleë of nie, waarin, waarop, of vanwaar enige motorvoertuig hetsy nuut, gebruik, of her kondisioneer, verkoop, of vir verkoop aangebied word, maar sluit nie afslaerverkooplokale in nie; „motorvoertuig”, enige meganiese voertuig wat gebruik word vir die doel van vervoer van persone en/of goedere en sluit in elektriesmeganiese voertuie (behalwe trems), stoomwaens, motortrekkers en motorbote;
- „kantoor-, magasyn- en klerklike werknemers”, daardie werknemers vir wie in artikel 3 van hoofstuk III van hierdie Ooreenkoms lone voorgeskryf is;
- „stukwerk of tariefwerk”, enige stelsel waarby verdienste op hoeveelheid, of omvang, van verrigte werk gebaseer is;
- „vulkaniseer”, die herstel van lugbande (binne- en/of buitebande) met die doel om hulle vir verdere en addisionele padgebruik dienstig te maak en sluit in die prosesse bekend as versool en loopvlakversool en hergroewing; met dien verstande dat sulke hersool, loopvlakversool en hergroewing met behulp van ’n masjien, of masjiene, gedoen word;
- „vulkaniseerinrigting”, ’n inrigting, of gedeelte van ’n inrigting, waarin lugbande (binne- en/of buitebande) herstel word met die doel om hulle vir verdere en addisionele padgebruik dienstig te maak en waarin die prosesse bekend as versool, loopvlakversool en hergroewing uitgevoer word;
- „werknemer by die week”, ’n werknemer wat weekliks betaal word;
- „werkende werkgewer of vennoot”, ’n werkgewer, of ’n vennoot in ’n vennootskap wat in die Motornywerheid besigheid dryf, wat self soortgelyke werk verrig as wat deur ’n werknemer vir wie in hierdie Ooreenkoms lone voorgeskryf word, verrig word;
- „werkwinkelwerknemers”, daardie werknemers vir wie in artikel 3 van hoofstuk II van hierdie Ooreenkoms lone voorgeskryf word.

Met dien verstande dat wanneer ’n werknemer vir die toepassing van hierdie Ooreenkoms geklassifiseer word, die veronderstelling is dat so’n werknemer, behalwe waar anders gespesifiseer, tot dié klas geag word waarin hy voltyds of hoofsaaklik diens verrig.

4. VRYSTELLING.

(1) Die Raad kan ten opsigte van enige persoon vrystelling van enige bepaling van hierdie Ooreenkoms verleen.

Met dien verstande, egter, dat vrystelling nie van die bepaling van klousule 4 (1) (e) van hoofstuk II van hierdie Ooreenkoms verleen mag word nie.

(2) Die Raad stel ten opsigte van elke persoon aan wie vrystelling ooreenkomstig hierdie artikel verleen word, die voorwaardes vas waarop sodanige vrystelling verleen word, asook die termyn waarvoor dit van krag is; met dien verstande dat die Raad na goeë dunnke en met een week skriftelike kennisgewing aan die betrokke persoon, ’n vrystellingsertifikaat, hetsy die termyn waarvoor dit toegestaan was verloop het of nie, kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, ’n deur hom getekende vrystellingsertifikaat uitreik wat vermeld—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepaling van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop vrystelling verleen word; en
 - (d) die termyn waarvoor die vrystelling van krag is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingsertifikate wat uitgereik word, in volgorde nummer;
 - (b) van elke vrystellingsertifikaat wat uitgereik word, ’n afskrif bewaar; en
 - (c) wanneer vrystelling aan ’n werknemer verleen word, ’n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur, asook ’n afskrif aan die Afdelingsinspekteur van Arbeid, Departement van Arbeid, Kimberley.

„motor graveyard” means an establishment wherein motor vehicles are broken up and used, spare parts obtained therefrom and wherein, whereon or wherefrom such used spare parts are sold either alone or in conjunction with new spare parts and/or accessories;

„Motor Industry” includes without in any way limiting the ordinary meaning of the expression—

- (a) motor engineering and motor-body building and repairing;
- (b) assembling, erecting, testing, repairing, adjusting, overhauling, making or repairing of parts, springs and radiators, wiring upholstery, spraying, painting and/or reconditioning carried on in connection with—
 - (i) the chassis and/or the bodies of motor vehicles;
 - (ii) internal combustion engines of motor vehicles;
 - (iii) the electrical equipment connected with motor vehicles, including radio;
- (c) repairing, vulkanising and/or retreading tyres;
- (d) repairing and manufacturing batteries for motor vehicles;
- (e) the business conducted by a filling station or service station;
- (f) the sale of motor vehicles or the accessories and/or spare parts (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;
- (g) motor graveyards;

„motor sale room and/or showroom” means any place whether situated in a building or a portion of a building, or in the open air, wherein, whereon, or wherefrom is sold or offered for sale any motor vehicle, either new, used or reconditioned, but shall not include any auctioneer’s salesroom;

„motor vehicle” means any vehicle propelled by mechanical power and used for the purpose of conveying persons and/or goods and includes electrically propelled vehicles (other than tram cars), steam cars, motor tractors and motor boats;

„office stores and clerical employees” means those employees for whom wages are laid down in section 3 of Chapter III of this Agreement;

„piece-work or flat rate work” means any system by which earnings are based on quantity or output of work done;

„vulkanising” means the repairing of pneumatic tyres and/or tubes for the purpose of rendering them serviceable for further and additional road use and shall include the process known as retreading, soling, resoling, recapping, top capping and regrooving, provided such repairing, retreading, soling, resoling, recapping, top capping and regrooving is done with the aid of a machine or machines;

„vulkaniser’s establishment” means any establishment or portion of any establishment wherein pneumatic tyres and/or tubes are repaired for the purpose of rendering them serviceable for further and additional road use, and wherein the processes known as retreading, soling, resoling, recapping, top capping and regrooving are carried on;

„weekly employee” means an employee who is paid by the week;

„working employer or partner” means any employer or any partner in a partnership carrying out work in the Motor Industry who himself performs work similar to that carried out by any employee for whom wages are prescribed in this Agreement;

„workshop employees” means those employees for whom wages are laid down in section 3 of Chapter II of this Agreement.

Provided that in classifying an employee for the purpose of this Agreement it is understood that such employee shall, except where otherwise specified, be deemed to be in that class in which he is wholly or mainly engaged.

4. EXEMPTION.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person; provided, however, that no exemption shall be granted from the provisions of clause 4 (1) (e) of Chapter II of this Agreement.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week’s notice in writing has been given to the person concerned withdraw any licence of exemption whether or not the period for which exemption was granted, has expired.

(3) The Secretary to the Council shall issue to every person granted exemption a licence of exemption, signed by him, setting out—

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

(4) The Secretary to the Council shall—

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

5. BETALING VAN VERDIENSTE.

(1) Lone, besoldiging vir stukwerk en werk teen tariefone, en oortyd, en ander vergoeding wat betaalbaar is, moet, behalwe waar anders gespesifiseer word, weekliks kontant op Vrydag, of, na gelang van die geval, maandeliks, of by diensbeëindiging wanneer dit voor die gewone betaaldag van die inrigting plaasvind, betaal word.

(2) Vir die opleiding van 'n werknemer, mag geen premie deur 'n werkgever gevorder of aangeneem word nie.

(3) Indien in 'n inrigting werk verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die verdienste van elke werknemer deur die werkgever aan hom uitbetaal word.

(4) Van die bedrag aan 'n werknemer verskuldig, mag geen bedrae, van watter aard ook, behalwe onderstaande, afgetrek word nie—

- (a) behoudens die bepalings van artikel 8, ingeval 'n werknemer van die werk afwesig is of wegbly, 'n *pro rata* bedrag vir die duur van sodanige afwesigheid;
- (b) met toestemming van die werknemer, bydraes aan 'n verlof-, versekering-, of pensioenfonds, of 'n siektfonds of liefdadigheidsfonds wat vir die bystand aan die werknemers van enige besondere werkgever in werking is;
- (c) bydraes aan die Raadkas ingevolge artikel 18 van hierdie Ooreenkoms;
- (d) ledegelde aan die vakvereniging ingevolge artikel 19 van hierdie Ooreenkoms;
- (e) enige bedrag wat deur 'n werkgever ten behoeve van 'n werknemer betaal word ingevolge 'n verpligting hom opgelê deur 'n wet, ordonnansie of regsding.

6. JAARLIKSE VERLOF.

(1) Alle werknemers, behalwe vakleerlinge, smeerbediendes, arbeiders, wagte en motorvoertuigmekarsitters is geregtig tot 18 agtereenvolgende werkdagse verlof met betaling wat vier naweke moet insluit, en alle vakleerlinge, smeerbediendes, arbeiders, wagte en motorvoertuigmekarsitters is geregtig tot 12 agtereenvolgende werkdagse verlof wat drie naweke moet insluit, onderworpe aan die volgende bepalings:—

- (a) Werknemers by die week kwalifiseer vir sodanige verlof by voltooiing van 52 weke aaneenlopende diens by dieselfde werkgever van die datum waarop die vorige verlof verskuldig was, of, na gelang van die jongste, die datum van indiensneming.
- (b) Werknemers by die maand kwalifiseer vir sodanige verlof by voltooiing van 12 maande aaneenlopende diens by dieselfde werkgever van die datum waarop die vorige verlof verskuldig was, of, na gelang van die jongste, die datum van indiensneming.
- (c) Die werkgever stel die tyd vas wanneer sodanige verlof geneem moet word, maar as die werkgever nie die werknemer sy verlof eerder toegestaan het nie, moet sodanige verlof toegestaan word om binne twee maande na beëindiging van 52 weke, of, na gelang van die geval, 12 maande ononderbroke diens te begin.
- (d) Verlofbetaling geskied teen die skaal van besoldiging wat die werknemer ontvang het, of geregtig was om te ontvang kragtens hierdie Ooreenkoms, onmiddellik voor die datum waarop die werknemer tot sy jaarlikse verlof geregtig geword het, en dit moet hom betaal word wanneer die verlof begin, of by diensbeëindiging wanneer dit plaasvind voordat die verlof toegestaan is.
- (e) Ingeval 'n publieke vakansiedag wat in artikel 7 van hierdie hoofstuk genoem word, binne die verloftydperk van die betrokke werknemer val, dan moet sodanige vakansiedag met volle betaling aan die genoemde verloftydperk toegevoeg word.

(2) As 'n werknemer wat onder gewone omstandighede geregtig is op kwalifisering vir verlof, ontslaan word, of sy diens verlaat voor voltooiing van die kwalifiseringstydperk, dan het hy reg op—

- (a) in die geval van vakleerlinge, smeerbediendes, arbeiders, wagte en motorvoertuigmekarsitters, twee twee-en-vyftigstes van 'n week se besoldiging vir elke week waarin hy ten minste vyf dae gewerk het vanaf die datum van aanvang van sy werk vir die werkgever, of, na gelang van die geval, vanaf die datum waarop sy laaste jaarlikse verlof verskuldig geword het;
- (b) in die geval van alle ander werknemers vir wie in hierdie Ooreenkoms lone voorgeskryf word, drie twee-en-vyftigstes van 'n week se besoldiging vir elke week waarin hy ten minste vyf dae gewerk het, vanaf die datum van aanvang van sy werk vir die werkgever, of, na gelang van die geval, die datum waarop sy laaste jaarlikse verlof verskuldig geword het.

(3) As 'n werknemer te sterwe kom, of in die loop van sy werk liggaamlik onbekwaam word om in sy vak te bly werk, dan is die bedrag wat ten opsigte van sy verlof opgeloopt het betaalbaar aan sy boedel, of, na gelang van die geval, aan homself.

(4) Jaarlikse verlof mag nie met 'n tydperk waarin 'n werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, of 'n tydperk van kennisgewing van diensopsegging, saamval nie.

(5) Geen werknemer mag gedurende sy verloftydperk teen besoldiging sy normale vak uitoefen nie.

(6) Voorts word dit vir die doeleindes van hierdie artikel beskou dat „diens” enige tydperk, of tydperke, insluit waarin 'n werknemer—

- (i) ooreenkomstig subartikel (1) hiervan met verlof is;

5. PAYMENT OF EARNINGS.

(1) Wages, payment for piecework and flat rate work, and overtime and any other remuneration due shall, except where otherwise specified, be paid in cash weekly on Fridays or monthly, as the case may be, or on the termination of employment if this takes place before the ordinary pay-day of the establishment.

(2) No premium for the training of an employee shall be charged or accepted by an employer.

(3) Where, in any establishment, work is performed by employees organized in sets or teams, each employee shall be paid his earnings by the employer.

(4) No deductions of any description other than the following shall be made from the amount due to an employee:—

- (a) Subject to the provisions of section 8 where an employee is away or absents himself from work, a *pro rata* amount for the period of such absence;
- (b) with the consent of the employee, contributions to any holiday, insurance or pension fund, or any sick or benevolent fund operated for the benefit of the employees of any particular employer;
- (c) contributions to Council funds in terms of section 18 of this Agreement;
- (d) subscriptions to the trade union in terms of section 19 of this Agreement;
- (e) any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.

6. ANNUAL LEAVE.

(1) All employees, other than apprentices, lubrication service operators, labourers, watchmen and motor vehicle assemblers, shall be entitled to eighteen consecutive working days' paid leave, which shall include four week-ends, and all apprentices, lubrication service operators, labourers, watchmen and motor vehicle assemblers shall be entitled to 12 consecutive working days' paid leave, which shall include three week-ends, subject to the following conditions:—

- (a) Weekly employees shall qualify for such leave on the completion of 52 weeks' continuous employment with the same employer from the date upon which the last holiday fell due or from the date of engagement, whichever is the later.
- (b) Monthly employees shall qualify for such leave on the completion of 12 months' continuous employment with the same employer from the date upon which the last holiday fell due or from the date of engagement, whichever is the later.
- (c) The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be granted so as to commence within two months after the termination of 52 weeks' or twelve months' continuous employment, as the case may be.
- (d) Leave pay shall be paid at the rate of remuneration the employee was receiving or entitled to receive in terms of this Agreement immediately prior to the date upon which the employee became entitled to his annual leave and shall be paid to him when he commences his leave, or on termination of contract where this takes place before the leave has been granted.
- (e) If any of the paid public holidays referred to in section 7 of this Chapter fall within the period of leave of the employee concerned, such holiday shall be added to the said period of leave, on full pay.

(2) Where an employee ordinarily entitled to qualify for leave is discharged or leaves before the completion of the qualifying period he shall be entitled to—

- (a) in the case of apprentices, lubrication service operators, labourers, watchmen and motor vehicle assemblers, two fifty-seconds of a week's remuneration for every week in which he works at least five days from the date of commencing work with the employer, or from the date his last annual leave became due, as the case may be;
- (b) in the case of all other employees for whom wages are prescribed in this Agreement, three fifty-seconds of a week's remuneration for every week in which he works at least five days from the date of commencing work with the employer, or from the date his last annual leave became due, as the case may be.

(3) Should an employee die, or, in the course of his work be incapacitated from continuing at his trade, the amount which has accrued in respect of his leave shall be payable to his estate, or to himself, as the case may be.

(4) Annual leave shall not be concurrent with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912, nor during any period of notice of termination of service.

(5) No employee shall, for remuneration, engage in his normal occupation during the period of his leave.

(6) For the purpose, further, of this section the expression “employment” shall be deemed to include any period or periods during which an employee—

- (i) is on leave in terms of sub-section (1) hereof;

- (ii) verplig is om kragtens die Zuid Afrika Verdedigings Wet, 1912, opleiding te ondergaan;
- (iii) op las, of op versoek, van sy werkgever van die werk afwesig is;
- (iv) van die werk afwesig is weens siekte of ongeval, wat in 'n jaar in totaal nie meer as dertig dae bedra nie.

7. BETAALDE PUBLIEKE VAKANSIEDAE.

Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag is betaalde publieke vakansiedae. Werknemers vir wie lone in Hoofstuk III van hierdie Ooreenkoms voorgeskryf word, is op alle ander publieke vakansiedae op verlof met volle betaling geregtig.

8. SIEKTEVERLOF.

(1) 'n Werkgever moet aan sy werknemer wat ses maande diens by hom voltooi het en wat weens siekte, of ongeval, nie deur sy eie wangedrag veroorsaak nie, behalwe 'n skadeloosstellingsongeval kragtens die Ongevalwet, 1941, van die werk afwesig is, die volgende siekteverlof toestaan—

- (a) in die geval van 'n werknemer wat gewoonlik nie minder as ses dae per week werk nie, altesame twaalf werkdade;
- (b) in die geval van 'n werknemer wat gewoonlik vyf dae per week werk, altesame tien werkdade;

gedurende 'n diensjaar by hom en moet ten opsigte van elke sodanige dag—

- (i) in die geval van 'n werknemer genoem in paragraaf (a), een-sesde;
- (ii) in die geval van 'n werknemer genoem in paragraaf (b), een-vyfde;

van die weekloon betaal wat hy onmiddellik voor die begin van sodanige verlof ontvang het; met dien verstande dat die werkgever kan eis dat 'n deur 'n geregistreerde geneesheer getekende sertifikaat voorgelê word met vermelding van die aard en duur van die siekte, of ongeval, ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevorderd word; en voorts met dien verstande dat versuim om sodanige sertifikaat op versoek in te dien, die werkgever ontslaan van die doen van enige betaling ten opsigte van sodanige afwesigheid.

9. BUITEWERK.

(1) Geen werkgever kan van enigeen van sy werknemers vereis, of hom toelaat, om werk in die motornywerheid elders as in sy inrigting te onderneem nie, behalwe wanneer sodanige werk verrig word vir uitvoering of voltooiing van 'n bestelling wat by sodanige werkgever geplaas is.

(2) Geen werknemer mag—

- (a) bestellings werf of aanneem, of werk in die motornywerheid onderneem nie;
- (b) vir wins of beloning, vir eie rekening of vir rekening van 'n persoon of firma, behalwe sy werkgever, in motorvoertuie of onderdele handel dryf nie.

10. VERTONING VAN OOREENKOMS.

Elke werkgever moet op 'n opvallende plek in sy inrigting wat maklik toeganklik is vir sy werknemers, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale van die Unie en in die vorm by regulasie voorgeskryf, vertoon en vertoon hou.

11. AGENTE.

Die raad moet een of meer bepaalde persone aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms te help, en elke werkgever en elke werknemer is verplig om dié persone toe te staan om sodanige persele te betree, dié ondersoek in te stel en om sodanige dokumente, boeke, loonstate, tydstate en betaalkaarte na te sien en om sodanige persone te ondervra en alle sodanige dade te verrig wat nodig mag wees vir die doel om uit te vind of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag in die loop van sy ondersoek voor sodanige agent 'n valse verklaring aflê nie.

12. IN DIENS HÊ VAN PERSONE ONDER 'N BEPAALDE OUDERDOM.

Geen werkgever mag 'n persoon onder vyftien jaar in diens hê nie.

13. VERTONING VAN KENNISGEWING WAT GEWONE DAAGLIKSE WERKURE VERMELD.

Elke werknemer moet op 'n plek in sy inrigting, maklik toeganklik vir sy werknemers, 'n kennisgewing in die vorm soos voorgeskryf in Aanhangsel A van hierdie Ooreenkoms, met vermelding van die begin- en stakingstye van werk vir elke dag van die week, vertoon.

14. AANTEKENINGS WAT GEHOU MOET WORD.

Elke werkgever moet in die vorm soos voorgeskryf by die regulasies kragtens die Wet, aantekening hou van lone en oortyd-lone wat betaal is en tyd wat deur elkeen van sy werknemers gewerk is. Alle inboekings moet met ink gedoen en vir drie jaar bewaar word.

15. VOOROPSTELLINGS.

'n Werknemer word beskou bo en behalwe enige tydperk wat by werklik aldus werksaam is, in diens van 'n werkgever werksaam te wees—

- (a) gedurende elke tydperk wat hy op of in sodanige inrigting aanwesig is ooreenkomstig die vereiste van sy werkgever;
- (b) gedurende elke ander tydperk wat hy op of in sodanige inrigting aanwesig is;

- (ii) is required to undergo training under the South Africa Defence Act, 1912;
- (iii) is absent from work on the instruction or at the request of the employer;
- (iv) is absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding thirty days in any year.

7. PAID PUBLIC HOLIDAYS.

New Year's Day, Good Friday, Dingaan's Day and Christmas Day shall be paid public holidays. Employees for whom wages are prescribed in Chapter III of this Agreement shall be entitled to leave on full pay on all other public holidays.

8. SICK LEAVE.

(1) An employer shall grant to his employee who has completed six months' employment with him and who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

- (a) in the case of an employee who ordinarily works on not less than six days in a week, twelve work days;
- (b) in the case of an employee who ordinarily works on five days in a week, ten work days;

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of each such day—

- (i) in the case of an employee referred to in paragraph (a), one-sixth;
- (ii) in the case of an employee referred to in paragraph (b), one-fifth;

of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner, showing the nature and duration of the illness or injury in respect of each period of absence for which payment is claimed, provided further, that failure to produce such certificate on request shall absolve the employer from making any payment in respect of such absence.

9. OUT-WORK.

(1) No employer shall require or allow any of his employees to undertake any work in the Motor Industry elsewhere than in his establishment, except when such work is in execution or completion of an order placed with such employer.

(2) No employee shall—

- (a) solicit or take orders for or undertake work in the Motor Industry;
- (b) engage in trading in motor vehicles or accessories;

for gain or reward on his own account or on behalf of any person or firm, other than his employer.

10. EXHIBITION OF AGREEMENT.

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

11. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigation.

12. EMPLOYMENT OF PERSONS UNDER A CERTAIN AGE.

No employer shall employ any person under the age of fifteen years in the Industry.

13. EXHIBITION OF NOTICE SPECIFYING USUAL DAILY HOURS OF WORK.

Every employer shall cause to be displayed in his establishment, in a place readily accessible to his employees, a notice in the form prescribed in Annexure A to this Agreement, specifying the starting time and the finishing time of work for each day of the week.

14. RECORDS TO BE KEPT.

Every employer shall keep in the form prescribed by the regulations under the Act, a record of wages and overtime paid and time worked by each of his employees. All entries shall be in ink and shall be retained for three years.

15. PRESUMPTION.

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—

- (a) during any period during which, in accordance with the requirements of his employer, he is present upon or in any establishment;
- (b) during any other period during which he is present upon or in any such establishment;

- (c) gedurende elke tydperk wat hy in beheer is van 'n voertuig wat in die nywerheid gebruik word, hetsy dit bestuur word of nie;
- (d) gedurende die hele pouse in sy werk of gedeelte daarvan as hy nie die vryheid het om die perseel van sy werkgever vir die hele sodanige werkpouse te verlaat nie;
- (e) gedurende die hele pouse in sy werk as die duur van sodanige pouse nie in die aantekeninge, wat soos vereis gehou moet word ooreenkomstig artikel 14 van hierdie Hoofstuk, vermeld word nie;

met dien verstande dat as dit bewys word gedurende watter gedeelte van 'n sodanige tydperk soos in paragrafe (b), (c), (d) of (e) genoem, sodanige werknemer werklik in sy diens gewerk het, die vooropstelling kragtens hierdie subartikel, nie ten opsigte van daardie werknemer vir daardie tydperk toegepas word nie.

16. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgewers en werknemers meningsuitsprake uitvaardig wat nie met die bepalings daarvan strydig is nie.

17. WERKNEMERSVERTEENWOORDIGERS OP DIE RAAD.

Werknemersverteenvoerders op die Raad moet deur hul werkgewers alle redelike geleentheid toegestaan word om hul pligte in verband met die raadsvergaderings na te kom.

18. RAADSKAS.

(1) Ten einde in die uitgawes van die Raad te voorsien, moet elke werkgewer van die lone van elkeen van sy werknemers wat 'n loon tot en met £10 per maand ontvang, 6d. per maand aftrek, en 2s. 2d. per maand van die lone van elkeen van sy werknemers wat 'n hoër loon as £10 per maand ontvang, en by die bedrag aldus afgetrek, moet hy 'n gelyke bedrag voeg; met dien verstande dat die bepalings van hierdie artikel nie van toepassing is ten opsigte van 'n werknemer wat vir dieselfde werkgewer vir minder as 12 dae in 'n maand gewerk het nie.

(2) Alle bedrae verskuldig in ooreenstemming met die bepalings van subartikel (1) van hierdie artikel, moet tesame met 'n begeleidende brief in die vorm soos voorgeskryf in Aanhangsel B van hierdie Ooreenkoms, uiterlik op die tiende dag van elke maand aan die Sekretaris van die Raad, Posbus 446, Kimberley, gestuur word.

19. DIFFERENSIËLE LOONSKALE.

Waar 'n werknemer op 'n dag werk verrig wat gewoonlik deur 'n ander klas werknemer, of klas werknemers verrig word, vir wie in hierdie Ooreenkoms lone voorgeskryf word wat hoër is as die lone wat sodanige eersgenoemde werknemer gewoonlik ontvang, moet hom vir al die ure wat hy op daardie dag gewerk het, lone en verdienste vir oortyd wat gewerk is, bereken teen die hoër of hoogste loonskaal wat aldus voorgeskryf is betaal word.

20. LEDEGELDE AAN VAKVERENIGING.

Elke werkgewer moet kragtens hierdie Ooreenkoms van die weekloon van elkeen van sy werknemers wat onder hierdie Ooreenkoms val, die bedrag van die ledegelde deur sodanige werknemers aan die vakvereniging betaalbaar, aftrek en moet die bedrag aldus afgetrek uiterlik op die tiende dag van elke maand op die voorgeskrewe vorm aan die Sekretaris van die Raad, Posbus 446, Kimberley, stuur.

21. LIDMAATSKAP VAN „SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION" EN „MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA".

(1) Geen lid van die „Motor Industry Employees' Union of S.A." mag by enige werkgewer wat nie lid van die „South African Motor Industry Employers' Association" is, in diens gaan nie en geen lid van die „South African Motor Industry Employers' Association" mag 'n werknemer wat nie lid van die „Motor Industry Employees' Union of S.A." is, in diens neem nie.

(2) Lidmaatskap van die „Motor Industry Employees' Union of S.A." word bewys deur vertoon van 'n lidmaatskapskaart vir die lopende jaar, uitgereik deur die „Motor Industry Employees' Union of S.A.", wat die graad vermeld waarin die lid deur die „Motor Industry Employees' Union of S.A." geregistreer is.

(3) Hierdie artikel is nie op werknemers vir wie in artikel 3 van hoofstuk III van hierdie Ooreenkoms lone voorgeskryf word van toepassing nie, nóg op diensbestuurders, arbeiders, vakleerlinge, smeerbiedendes en motorvoertuiginnekaarsitters, nóg in gevalle waar die Raad van mening is dat lidmaatskap van 'n party by hierdie Ooreenkoms sonder redelike oorsaak geweer of beëindig is en die aansoeker die Raad binne 14 dae van die weiering in kennis gestel het, nóg aan persone wat nie vir lidmaatskap van die een of ander van die onderskeie partye in aanmerking kom nie.

(4) Elke lid van die vakvereniging moet by indiensneming die daarvoor bestemde gedeelte van sy lidmaatskapskaart aan sy werkgewer oorhandig wat dit moet behou vir solank as die werknemer in sy diens bly. As die werknemer daardie werkgewer se diens verlaat, moet die werkgewer die genoemde gedeelte van die vakverenigingskaart aan die werknemer teruggee.

(5) Die bepalings van hierdie artikel is nie gedurende die eerste jaar na die datum van sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as 'n immigrant te enige tyd na die eerste drie maande van aanvang van sy diens in die nywerheid weier om, op versoek van die vakvereniging, lid van die vakvereniging te word, die bepalings van hierdie artikel onmiddellik in werking tree.

- (c) during any period during which he is in charge of any vehicle used in the Industry, whether or not it is being driven;
- (d) during 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) during 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 section 14 of this Chapter;

provided that if it is proved during what portion of any such period as is referred to in paragraph (b), (c), (d) or (e) any such employee actually worked in his employment, the presumption established by this sub-section shall not apply in respect of that employee in relation to that period.

16. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

17. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

Employees' representatives on the Council shall be given every reasonable facility by their employers to attend to their duties in connection with meetings of the Council.

18. COUNCIL FUNDS.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 6d. per month from the wages of each of his employees in receipt of a wage up to £10 per month, and 2s. 2d. per month from the wages of each of his employees in receipt of a wage in excess of £10 per month, and to the amount so deducted shall add an equal amount, provided that the provisions of this section shall not apply in respect of any employee who has worked for the same employer for less than twelve days in any one month.

(2) All amounts due in accordance with the provisions of sub-section (1) of this section shall be forwarded, together with a covering letter in the form prescribed in Annexure B to this Agreement, to the Secretary of the Council, P.O. Box 446, Kimberley, not later than the 10th day of each month.

19. DIFFERENTIAL RATES OF WAGES.

Where an employee on any day performs work usually performed by another class or classes of employees, for which wages are provided in this Agreement in excess of the wages which such former employee ordinarily receives, he shall be paid for all the hours worked on that day, wages and earnings and for any overtime worked, calculated at the higher or highest scale of wages so provided.

20. SUBSCRIPTIONS OF TRADE UNION.

Every employer shall by authority of this Agreement deduct from the weekly wages of each of his employees affected by this Agreement, the amount of the subscriptions payable by such employees to the trade union and shall forward on the prescribed form the amount thus deducted to the Secretary of the Council, P.O. Box 446, Kimberley, not later than the 10th day of each month.

21. MEMBERSHIP OF SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION AND MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA.

(1) No member of the Motor Industry Employees' Union of South Africa shall accept employment with any employer who is not a member of the South African Motor Industry Employers' Association and no member of the South African Motor Industry Employers' Association shall give employment to any employee who is not a member of the South African Motor Industry Employees' Union of South Africa.

(2) Proof of membership of the Motor Industry Employees' Union of South Africa shall be the production of a membership card of the current year issued by the Motor Industry Employees' Union of South Africa bearing a record of the grade in which the membership of such member has been registered by the Motor Industry Employees' Union of South Africa.

(3) This section shall not apply to employees for whom wages are laid down in section 3 of Chapter III of this Agreement, nor to service managers, labourers, apprentices, lubrication service operators and motor vehicle assemblers, nor where, in the opinion of the Council, membership to a party to this Agreement has been refused or terminated without reasonable cause, and the applicant has reported such refusal to the Council within 14 days thereof, nor to persons who are not eligible for membership of one or other of the respective parties.

(4) Every member of the trade union shall, on engagement, hand to the employer the specified portion of his union membership card which shall be retained by the employer whilst the employee remains in his employ. On the employee leaving such employer the employer shall return the said portion of the union card to the employee.

(5) The provisions of this section shall not apply in respect of an immigrant during the first year after the date of his entry into the Union of South Africa, provided that if an immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the trade union to become a member of the union, the provisions of this section shall immediately come into operation.