

EXTRAORDINARY



THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the Post Office as a Newspaper.]

[As 'n Nuisblad by die Poskantoor Geregistreer.]

VOL. CLXIV.] PRICE 6d. PRETORIA, 27 APRIL 1951. PRYS 6d. [No. 4596.

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

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 1031.] [27 April 1951.

INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR INDUSTRY, 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 the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers' organisation and the trade union which entered into the said agreement and upon the employers and employees who are members of that organisation or that trade union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 2 to 6 (inclusive), 8 to 12 (inclusive), 15 to 30 (inclusive) and 32 tot 35 (inclusive) of the said agreement shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Beaufort West, Caledon, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester and Calvinia; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington, Somerset West (excluding the area occupied by the Cape Explosives Works, Limited, Somerset West), Beaufort West, Caledon, Ceres, Heidelberg (Cape),

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1031.] [27 April 1951.

NYWERHEID-VERSOENINGSWET, 1937.

MOTORNYWERHEID, 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 hiertoe verskyn en op die Motornywerheid betrekking het, vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf die genoemde tweede Maandag bindend is op die werkgewers-organisasie en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of vereniging;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 6, 8 tot en met 12, 15 tot en met 30 en 32 tot en met 35 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magis'raats-distrikte die Kaap, Wynberg, Simonstad, Bellville, Stellenbosch, Paarl, Wellington, Somerset-Wes (met uitsondering van die gebied beset deur die „Cape Explosives Works, Ltd.“, Somerset-Wes), Beaufort-Wes, Caledon, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester en Calvinia; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 2 tot en met 6, 8 tot en met 12, 15 tot en met 30 en 32 tot en met 35 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van bekendmaking van hierdie kennisgewing en vir die tydperk wat eindig drie jaar vanaf die genoemde

Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester and Calvinia, and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in clauses 2 to 6 (inclusive), 8 to 12 (inclusive), 15 to 30 (inclusive) and 32 to 35 (inclusive) of the said Agreement 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.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (CAPE).

AGREEMENT

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

The South African Motor Industry Employers' Association (hereinafter referred to as "the employers" or "the employers' organisation") 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 the parties to the Industrial Council for the Motor Industry, Cape.

1. DATE AND 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 three years from that date or for such other period as may be determined by the Minister.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers and employees engaged or employed in the Motor Industry who are members of the S.A. Motor Industry Employers' Association and the Motor Industry Employees' Union of S.A. respectively in Areas A and B and C as defined in this Agreement, provided that they shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1944.

3. DEFINITIONS.

"Accessory shop" means any establishment or portion of an establishment wherein, whereon, or wherefrom is sold or offered for sale by wholesale or retail, any spare parts, replacement parts or other 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 under the Apprenticeship Act, 1944.

"Area A" means and includes the Magisterial Districts of the Cape, Wynberg, Simonstown, Bellville, Stellenbosch, Paarl, Wellington and Somerset West (excluding the area occupied by the Cape Explosives Works, Ltd., Somerset West).

"Area B" means and includes the Magisterial Districts of Beaufort West, Caledon, Ceres, Heidelberg (Cape), Malmesbury, Montagu, Piquetberg, Riversdale, Robertson, Swellendam, Victoria West, Worcester, Bredasdorp and Calvinia.

"Area C" means and includes the Magisterial Districts of Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namaqualand, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp and Williston.

"Automotive engineering establishment" means any establishment or portion thereof wherein the reconditioning or internal combustion engines for the use in motor vehicles is exclusively or mainly carried on, but in which normal repairs are not carried on.

"Battery mechanic" means an employee employed in a battery servicing and/or assembling establishment who diagnoses battery faults and/or repairs, dismantles, replaces, reassembles and/or reinsulates batteries, assembles batteries from new parts and/or fabricates battery cables.

"Battery servicing and/or assembling establishments" means any establishment or portion thereof, other than a battery manufacturing establishment in which the diagnosing of battery faults, recharging and repairing of storage batteries, and assembling or reassembling of storage batteries, and/or their component parts takes place.

tweede Maandag in die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville, Stellenbosch, Paarl, Wellington, Somerset-Wes (met uitsondering van die gebied beset deur die „Cape Explosives Works, Ltd.", Somerset-Wes), Beaufort-Wes, Caledon, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Bredasdorp, Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prince Albert, Sutherland, Tulbagh, Vanrhynsdorp, Williston, Worcester en Calvinia, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde nywerheid wat nie by die woordomskeywing van die uitdrukking „werknemer" vervat in artikel een van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID (KAAP).

OOREENKOMS

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

„S.A. Motor Industry Employers' Association"

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

„Motor Industry Employees' Union of S.A."

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

wat die partye is by die Nywerheidsraad vir die Motornywerheid (Kaap).

1. DATUM EN TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel ag-en-veertig van die Wet vasstel en bly vir drie jaar van krag of vir enige ander tydperk wat die Minister mag bepaal.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word deur alle werkgewers en werknemers verbonde aan of in diens in die Motornywerheid wat onderskeidelik lede is van die „S.A. Motor Industry Employers' Association" en die „Motor Industry Employees' Union of S.A." in gebiede A, B en C, soos omskryf in hierdie Ooreenkoms; met dien verstande dat dit op vakleerlinge van toepassing is slegs vir sover dit nie teenstrydig met die bepalings van die Wet op Vakleerlinge, 1944, is nie.

3. WOORDBEPALING.

„Winkel vir toebehore" beteken enige inrigting of gedeelte van 'n inrigting waarin, waarop of waaruit onderdele of nuwe dele wat nodig is vir die herstel van of byvoeging tot enige motorvoertuig, in kleinhandel of groothandel verkoop of vir verkoop aangebied word.

„Wet" beteken die Nywerheid-versoeningswet, 1937.

„Vakleerling" beteken 'n werknemer in diens onder 'n skriftelike vakleerlingkontrak wat ingevolge die Wet op Vakleerlinge, 1944, geregistreer is.

„Gebied A" beteken en omvat die magistraatsdistrikte die Kaap, Wynberg, Simonstad, Bellville, Stellenbosch, Paarl, Wellington en Somerset-Wes (behalwe die gebied in beslag geneem deur die „Cape Explosives Works, Ltd.", Somerset-Wes).

„Gebied B" beteken en omvat die magistraatsdistrikte Beaufort-Wes, Caledon, Ceres, Heidelberg (Kaap), Malmesbury, Montagu, Piketberg, Riversdal, Robertson, Swellendam, Victoria-Wes, Worcester, Bredasdorp en Calvinia.

„Gebied C" beteken en omvat die magistraatsdistrikte Carnarvon, Clanwilliam, Fraserburg, Hopefield, Laingsburg, Ladismith, Namakwaland, Prins Albert, Sutherland, Tulbagh, Vanrhynsdorp en Williston.

„Motoringenieursinrigting" beteken 'n inrigting of dié gedeelte van 'n inrigting hoofsaaklik of uitsluitlik bedoel vir die vernuwing van binnebrandmasjiene vir gebruik in motorvoertuie, maar waarin gewone herstelwerk nie verrig word nie.

„Batterywerktuigkundige" beteken 'n werknemer in diens in 'n batterybedienings- en/of -monteerinrigting wat batterydefekte diagnoseer, en/of batterye herstel, uitmekaarhaal, vervang, weer inmeekaarsit en/of weer isoleer, batterye van nuwe onderdele inmeekaarsit en/of batterykabels vervaardig.

„Batterybedienings- en/of -monteerinrigting" beteken 'n inrigting of gedeelte daarvan, behalwe 'n batteryvervaardigingsinrigting, wat batterydefekte diagnoseer, opgaarbatterye herlaai en herstel, en opgaarbatterye en/of hul onderdele inmeekaarsit of weer inmeekaarsit.

"Bodymaker" means a journeyman who gets out patterns from a working drawing and completes construction work either by himself or under instruction or supervision and/or performs repairs to bodywork, either wood or steel.

"Clear working day" means that period on any day during which the usual day's shift is worked.

"Coach and carriage trimmer" means a journeyman who performs work under one or more of the following heads:—

Designs and cuts out by hand with shears or knife, leather and other materials to be used in upholstering motor vehicles; stuffs and lines seats by hand; tacks in position flat pieces of leather or other material on the outside of motor vehicles; designs and cuts out with hand knife, according to pattern, leather fittings or fittings made of other material used in motor-body building, for hood, splashboard and aprons; finishes edges of leather or other material with hand or machine tools; applies dye or stain to them by hand, if required, and tacks or fixes leather fitting or fittings of other material in position; fixes springs, paddings, cushions, covers of cloth, leather, decorative braid or other material to frame of articles, backs, seats and cushions, sews springs to webbing with string, inserts padding and covers with hessian or other fabric; cuts out, fits and tacks in place exterior cover; conceals edges of leather or other material by tacking braid and rosettes.

"Coach painter and/or sprayer" means a journeyman who performs work under one or more of the following heads:—

Mixes colours, blends, prepares paints for application, prepares rough stuff and filling, applies by means of brush, finishing coats of cellulose, synthetic, or other colour varnish, stripes and finishes motor vehicles with final coat of varnish, and/or applies materials by spraying with an air spray-gun, and/or supervises completion of painting, of chassis and other parts of motor vehicles.

"Coachsmith" means a journeyman who forges by hand, or under power hammer ironwork used in building all types of motor vehicles and/or welds up ironwork on such vehicles and makes and tempers steel; and/or does repair work in connection with motor vehicles, and hoops up naves.

"Council" means the Industrial Council for the Motor Industry (Cape) registered, or deemed to have been registered, in terms of section nineteen of the Industrial Conciliation Act, 1937.

"Earnings" means all payments made or owing to any employee (including all allowances) which arise in any manner whatsoever out of his employment.

"Establishment" means any place in which is carried on any activity included in the definition of motor industry or any section of the motor industry.

"Experience" means the total period or periods of employment which an employee has had either with his present or any other employer in the particular trade in which he is employed, either as an apprentice for a period of five years or has been employed as a journeyman doing journeymen's work at journeymen's wages for a period of not less than five years.

"Filling 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 a workshop, an accessory shop or motor graveyard.

"Hourly rate" means the hourly rates of pay prescribed in section 27 of this Agreement or the hourly rates actually paid (whichever is the greater) or the weekly remuneration prescribed in the said section or the actual weekly remuneration paid (whichever is the greater) divided by 46.

"Journeyman" means—

- a person who has served an apprenticeship to a designated trade in accordance with the requirements of the Apprenticeship Act or in accordance with a written contract approved by the Council; or
- a person who is in possession of a Grade A membership card issued by the Motor Industry Employees' Union of South Africa; or
- a person who has proved to the satisfaction of the Council his competence at any recognised trade and who holds a written certificate to that effect.

"Juvenile" means an employee under the age of 21 years.

"Labourer" means—

- in relation to a filling and/or service station the business of parking, an employee who mainly or exclusively performs any one or more of the following operations:—
 - Serving petrol and/or oil; filling petrol tanks; draining and/or filling oil sumps; removing, filling and/or replacing batteries; filling, connecting or disconnecting batteries in connection with charging operations; washing and/or cleaning and/or polishing and/or dusting of motor vehicles; pumping of air; changing wheels; removing or replacing wheels or rims; tyres and/or tubes for the purpose of repairs or for the repair of punctures; painting tyres, rims and/or wheels; fitting and/or changing tyres and/or tubes on rims or wheels; repairing punctures in inner tubes; attending to the parking of motor vehicles; driving

"Bakbouwer" beteken 'n vakman wat modelle volgens 'n getekende plan maak, en wat selfstandig of volgens instruksies of onder toesig konstruksiewerk voltooi en/of herstelwerk aan bakwerk, hetsy hout of staal, verrig.

"Volle werkdag" beteken die tydperk op enige dag waarin die gewone dagskof gewerk word.

"Koets- en rytuigafwerker" beteken 'n vakman wat een of meer van onderstaande werksaamhede verrig:—

Ontwerpe op leer en ander materiaal vir die bekleding van motorvoertuie teken en met die hand, met 'n skêr of 'n mes uitsny; sitplekke met die hand opstop en voer; plat stukkie leer of ander materiaal buite aan motorvoertuie op hul plek vasspyker; leerbekledings of bekledings van ander materiaal wat by motorbakbou vir tente, spatborde en voor-skerm gebruik word, ontwerp en volgens patrone met 'n handmes uitsny; met hand- of masjiengereedskap randjies van leer of ander materiaal afwerk; indien nodig dit met die hand verf of kleur, en leerbekledings of bekledings van ander materiaal op hul plek vasmaak of vasspyker; springvere, vulsel, kussings, oortreкке van geweefde goed, leer, versieringskoord, of ander materiaal vassit aan die rame van voorwerpe, leunings, sitplekke en kussings; springvere met lyn aan bandweefsel vaswerk; vulsel insit en dit met going of ander stof bekleë; buite-bekleding uitsny, pas en op sy plek vasspyker; randjies van leer of ander materiaal met koord en rosette bedek.

"Koetsskilder en/of verfsproeier" beteken 'n vakman wat een of meer van die onderstaande werksaamhede verrig:—

Kleure meng, verf vir gebruik meng en berei; rowwe materiaal en vulsel gereedmaak, deur middel van 'n kwas boonste lae sellulose-, sintetiese of ander kleurvernis aanbring, strepe skilder en die laaste vernislaag op motorvoertuie aanbring, en/of materiaal aanbring deur dit te sproei met 'n lugsproeistoel, en/of toesig hou oor die voltooiing van die beskildering van onderstelle en ander onderdele van motorvoertuie.

"Koetssmid" beteken 'n vakman wat ysterwerk vir gebruik by die bou van alle soorte motorvoertuie met die hand of met 'n kraghamer smee en/of die ysterwerk aan sodanige voertuie las, en staal maak en hardmaak, en/of herstelwerk in verband met motorvoertuie verrig en nawe met hoepels beslaan.

"Raad" beteken die Nywerheidsraad vir die Motornywerheid (Kaap) wat geregistreer is, of beskou word dat dit geregistreer is, kragtens artikel negentien van die Nywerheids-versoenningswet, 1937.

"Verdiensde" beteken alle betalings gemaak aan of verskuldig aan 'n werknemer (met inbegrip van alle toelaes) wat op watter wyse ook al uit sy diens voortspruit.

"Inrigting" beteken enige plek waarin enigeen van die bedrywigheids uitgeoefen word wat by die woordbepaling van motornywerheid of enige afdeling van die motornywerheid inbegrepe is.

"Ervaring" beteken die totale tydperk of getal tydperke diens wat 'n werknemer gehad het, of met sy huidige of enige ander werkgewer in die besondere beroep waarin hy werk, of as 'n vakleerling vir 'n tydperk van vyf jaar of as 'n vakman in diens wat vir 'n tydperk van minstens vyf jaar vakmanswerk teen vakmansloon gedoen het.

"Vulstasie" beteken enige plek wat gebruik word vir verkoop (in kleinhandel), of uitstalling vir verkoop daarin, daarop of daaruit, van petrol, olie, bande en motortoebehore, maar waarby werkwinkel, 'n winkel vir toebehore of motorslooplek nie inbegrepe is nie.

"Uurloon" beteken die uurloon voorgeskryf by artikel 27 van hierdie Ooreenkoms of die uurloon wat werklik betaal word (watter ook al die grootste is) of die weekloon voorgeskryf by genoemde artikel of die werklike weekloon betaal (watter een ook al die grootste is) gedeel deur 46.

"Vakman" beteken—

- 'n persoon wat 'n leertyd by 'n aangewese nywerheid deurmaak het ooreenkomstig die bepaling van die Wet op Vakleerlinge of ooreenkomstig 'n skriftelike kontrak deur die Raad goedgekeur; of
- 'n persoon wat die lidmaatskapkaart Graad A. deur die "Motor Industry Employees' Union of South Africa" uitgereik, besit; of
- 'n persoon wat tot bevrediging van die betrokke Raad sy bevoegdheid in 'n erkende bedryf bewys het en 'n skriftelike sertifikaat te dien effekte besit.

"Jeugdige" beteken 'n werknemer onder 21 jaar.

"Arbeider" beteken—

- ten opsigte van 'n vulstasie en of diensstasie die parkeerbedryf, 'n werknemer wat hoofsaaklik of uitsluitlik een of meer van ondergenoemde dienste verrig:—
 - Petrol en/of olie bedien; petroltenks volmaak; oliebakke leeg- en/of volmaak; batterye verwyder, volmaak en/of terugsit; batterye in verband met laai volmaak, aankoppel of loskoppel; motorvoertuie was en/of skoonmaak en/of polcer en/of afstof; lug pomp; wiele verander; wiele of vellings, buitebande en/of binnebande vir heelmaak of vir die heelmaak van lekke verwyder of terugsit; buitebande, vellings en/of wiele verf; buitebande en/of binnebande aan vellings of wiele aansit of verander; lekke regmaak aan binnebande; motorvoertuie parkeer; motorvoer-

motor vehicles; cleaning premises, equipment, and utensils; filling bottles or other containers for stock; making tea or similar beverages; using jack or hoist to raise or lower motor vehicles;

(ii) collecting cash and/or handling money;

(b) in relation to all other establishments, an employee mainly or exclusively engaged in any one or more of the following operations:—

Serving petrol and/or oil;
filling petrol tanks;
draining and/or filling oil sumps;
removing, filling and/or replacing batteries;
filling, connecting or disconnecting batteries in connection with charging operations;
mixing acids for batteries;
removing pitch from batteries;
extracting battery cells for inspection;
sealing and washing batteries;
washing and/or cleaning and/or polishing and/or dusting of motor vehicles;
pumping of air;
changing wheels;
removing or replacing wheels or rims, tyres and/or tubes for the purpose of repairs or for the repair of punctures;
painting tyres, rims and/or wheels;
fitting and/or changing tyres and/or tubes on rims or wheels;
repairing punctures in inner tubes;
attending to the parking of motor vehicles;
driving of motor vehicles;
cleaning premises, equipment and utensils;
filling bottles or other containers for stock;
making tea or similar beverages;
collecting cash and/or handling money;
using jack or hoist to raise or lower motor vehicles;
cleaning engines, vehicles and parts thereof, machinery, implements, tools or other articles;
loading and unloading vehicles;
carrying, moving, stacking and unpacking goods;
sorting packages and parcels;
wrapping up parcels;
affixing printed or ready addressed labels on to bottles, boxes, bales or other packages;
stencilling and/or marking springs, boxes, bales or other packages by brush or spray-gun;
operating passenger, goods or car lifts;
opening or closing boxes, bales or other packages;
making or maintaining fires and removing refuse or ashes;
delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicles;
filling or emptying containers;
weighing articles;
collecting cash in the case of c.o.d. sales;
accepting written orders in return for goods delivered outside the premises of the employer;
assisting on delivery vans;
cooking of rations;
teasing coir and horsehair;
holding up work for sheet metal worker and panel-beater;
holding parts, materials and/or tools;
filing of solder of welding and of old paint from parts under repair and adjacent parts and/or on new parts;
sandpapering, rubbing down or filling primer and putty;
masking, cleaning, compounding and polishing by hand or machine in connection with the painting of motor vehicles;
painting on rough stuff by brush to inside and underside of vehicle bodies;
painting by brush and/or gun of axles, brake drums, chassis and underside of vehicle bodies;
painting by brush rough waterproofing paint on canvas;
applying deadner material or anti-corrosive coatings;
applying adhesives and mixing materials;
oiling and greasing machinery including lathes and overhead shafting;
applying belt dressing;
dismantling scrap motor vehicles;
stripping of engines not for repair;
mounting and/or dismounting tyres from rims for vulcanising purposes;
painting or cementing tyres;
trimming, stripping and cutting tyres;
buffing, solutioning and application of camel back;
firing the furnace of any boiler and attending to the boiler;
cleaning moulds and tyres;
assisting where necessary in lifting tyres into and out of moulds;
screwing down moulds;
firing at loading hardening and tempering furnaces with untempered and unhardened spring blades;
cleaning metal parts with burner;
cutting off runners by hacksaw or machine;
smelting of shavings into ingot forms;

tuie bestuur; persele, uitrusting en werktuie skoonmaak; bottels of ander houers vir voorrade volmaak; tee of ander drankte maak; domkragte of hystoestelle gebruik om motorvoertuie op te lig of te laat sak;

(ii) kontant invorder en/of geld hanteer;

(b) ten opsigte van alle ander inrigtings, 'n werknemer hoofsaaklik of uitsluitlik in een of meer van ondergenoemde dienste werksaam:—

Petrol en/of olie bedien;
petroltenks volmaak;
oliebakke leeg- en/of volmaak;
batterye verwyder, volmaak of terugsit;
batterye in verband met laai volmaak, aankoppel of loskoppel;
suur vir batterye meng;
pik van batterye verwyder;
batteryselle vir ondersoek verwyder;
batterye verseël en was;
motorvoertuie was en/of skoonmaak en/of poleer en afstof;
lug pomp;
wiele verander;
wiele of vellings, buitebande en/of binnebande vir heelmaak of vir die heelmaak van lekke verwyder of terugsit;
buitebande, vellings en/of wiele verf;
buitebande en/of binnebande aan vellings of wiele aansit of verander;
lekke in binnebande heelmaak;
toesig hou oor die parkeer van motorvoertuie;
motorvoertuie bestuur;
persele, uitrusting en werktuie skoonmaak;
bottels of ander houers vir voorrade volmaak;
tee of dergelike drankte maak;
kontant invorder en/of geld hanteer;
domkrag of hystoestel gebruik om motorvoertuie op te lig of te laat sak;
masjiene, voertuie of onderdele daarvan, diere, masjinerie, implemente, gereedskap of ander artikels skoonmaak;
voertuie laai of aflaai;
goedere dra, verskuif, opstapel en uitpak;
pakkette en pakkies sorteer;
pakkette toedraai;
gedrukte of klaar geadresseerde etikette aan bottels, kiste, bale of ander pakke vasheg;
vere, kiste, bale of ander pakke met 'n kwas of verfsproeispuitsjabloneer en/of merk;
passasiers-, goedere- of motorkarhysers bedien;
kiste, bale of ander pakke oop- of toemaak;
vure maak of aan die brand hou en afval of as verwyder;
briewe, boodskappe of goedere te voet of deur middel van 'n fiets, driewieler of handkar aflewer of vervoer;
houers vol- of leegmaak;
artikels weeg;
kontant in die geval van k.b.a.-verkope invorder;
skriftelike bestellings aanneem vir goedere afgelewer buitekant die perseel van die werkgewer;
op afleweringswaens behulpsaam wees;
kos kook;
klapperhaar en perdehaar pluig;
werk vir metaalplaatwerk en duikuitslaner ophou;
onderdele, materiaal en/of gereedskap vashou;
soldeersel, sweiswerk en ou verf afvyl van onderdele wat herstel word en ook van omringende dele en/of van nuwe onderdele;
grondverflaag en stopverf met skuurpapier afwerk, afvryf of vul;
met die hand of met 'n masjien maskeer, skoonmaak, verbind en poleer in verband met die verf van motorvoertuie;
met 'n kwas die grondverflaag aan binne- en onderkant van voertuigbakke aanbring;
aste, remtrommels, onderstelle en onderkant van voertuigbakke met 'n kwas en/of spuit verf;
'n grondlaag waterdigte verf met 'n kwas op seildoek aanbring;
verdowingsmateriaal of roeswerende lae aanbring;
hegmateriaal aanbring en materiale meng;
masjinerie met inbegrip van draaibanke en transmissie-aste bokant die hoof, olie en smeer;
bandsmeersel aansit;
afgeskrewe motorvoertuie uitmekaarhaal;
masjiene, nie vir herstel bedoel, uitmekaar haal;
buitebande vir vulkaniseer aansit en/of van vellings afhaal;
buitebande verf of sementeer;
buitebande regsnij, afstrook en sny;
poleer, aansmeer van rubberlym en „camel back“;
vuur in 'n stoomketel maak en vir die stoomketel sorg;
gietvorms en buitebande skoonmaak;
help, as dit nodig is, om buitebande in gietvorms in te sit of uit te haal;
gietvorms toeskroef;
verhardings- en tempeeroonde vuur en ongetempeerde en onverharde veerblaai daarin laai;
metaalonderdele met brander skoonmaak; uitlopers met ystersaag of masjien afsny;
skaafsels in staalgietvorms smelt, laers skoonmaak en voorberei voordat nuwe metaal aangegiet word;

cleaning and preparation of bearings prior to re-metalling;
cleaning of bearings after remetalling and/or fettling;
cleaning and stripping of armatures;
heating up lead in ladles;
trimming castings;
fitting rubber grommets;
fitting bolts and nuts to battery cables during manufacture thereof;
cleaning and painting battery cables;

- (c) in relation to motor body building, body assembly and body manufacturing establishments, an employee mainly or exclusively engaged in any one or more of the following operations and who may in addition perform any of the functions enumerated in paragraph (b) hereof:—

Striking and cutting iron with hacksaw after iron has been marked out by journeyman or apprentice;
drilling holes in iron or other rough metal other than precision work;
threading of bolts;
filing of iron or other rough metal;
rough cutting and punching of sheet iron by hand under the general direction of a journeyman or apprentice;
holding up and carrying wood for machinist;
cleaning castings;
sorting metals;
cleaning metal for resmelting;
rough grinding;
cutting iron with power hacksaw after being marked off by journeyman or apprentice;
fly and/or treadle and/or manual and/or power pressing and/or notching where work is operated on with pre-set dies other than setting of dies;
bending and/or forming in special purpose jigs—hand operated;
drilling with component in special purpose drilling jigs;
notching with component in special purpose jigs;
punching by hand or machine with pre-set dies;
shearing and cutting off to pre-set jigs and/or stops;
riveting heating and/or striking;
repetition screwing with die-heads and/or taps;
dipping in enamel and/or paint;
assembling and fitting centre bolt and clips to springs, turning eyes on spring main blades to jigs;
stripping dismantled springs for repair;
tightening U-bolts other than on motor cars;
automatic machine operator after machine has been set by journeyman or apprentice.

“Motor body building” means the construction and/or assembly and/or making and/or repairing and/or completing of bodies or parts thereof and/or the fitting out and finishing off such bodies for any type of motor vehicle and/or the fixing of such bodies to chassis and includes all operations incidental to motor body building or consequent thereon.

“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” or “industry” means, without in any way limiting the ordinary meaning of the expression—

- (a) assembling, erecting, testing, remanufacturing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—
(i) chassis and/or the 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 reconditioning batteries for motor vehicles;
(e) the business of parking and/or storing motor vehicles;
(f) the business conducted by filling and/or service stations;
(g) the business carried on mainly or exclusively for the sale of motor vehicles or motor vehicle parts and/or spares and/or accessories (whether new or used) pertaining thereto, whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles;
(h) the business of motor graveyards;
(i) the business of manufacturing establishments wherein are fabricated motor vehicle parts and/or spares and/or accessories and/or components thereof;
(j) vehicle body building.

For the purpose of this definition—

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

“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

laers skoonmaak nadat hulle nuwe metaal aangekry het of gekondisioneer is;
ankers skoonmaak en uitmekaarhaal;
lood in skeplepels verhit;
gietsels afwerk;
rubberoogstukke aansit;
boute en moere aan batterykabels gedurende vervaardiging daarvan vasmaak;
batterykabels skoonmaak en verf;

- (c) ten opsigte van motorbakbou-, monteer- en vervaardigings-inrigtings, ’n werknemer hoofsaaklik of uitsluitlik werk-saam in een of meer van ondergenoemde dienste en wat daarbenewens enigeen van die dienste in paragraaf (b) hiervan genoem, kan verrig:—

Yster slaan en met ystersaag sny nadat yster deur vak-man of vakleerling afgemerk is;
gate in yster of ander ruwe metaal boor, behalwe fyn-werk;
draad in boutte sny;
yster of ander ruwe metaal vyl;
plaatyster met die hand rusny en deurslaan onder alge-mene toesig van ’n vakman of vakleerling;
hout vir masjini ophou en dra;
gietsels skoonmaak;
metaalsoorte sorteer;
metaal skoonmaak om weer gesmelt te word;
ru-skuur;
yster met kragystersaag sny nadat dit deur vakman of vakleerling afgemerk is;
skroef- en/of trap- en/of hand- en/of kragpersing en/of uitkeping waar werk met voorafgestelde stem-pels gedoen word, behalwe die set van stempels;
buig en/of vorm in spesiale stelmasjiene (handstel-masjiene);
boor met hulptoestel in spesiale boorstelmasjiene;
inkeping met hulptoestel in spesiale stelmasjiene;
met die hand of ’n masjien met voorafgestelde stem-pels deurslaan;
skeer of afsny op maat van voorafgestelde stelmasjiene en/of stoppe;
klinknaels verhit en/of slaan;
herhalende skroefwerk met stempelkoppe en/of tappe;
in enommel en/of verf indommel;
senterbout en kramme inmeekaarsit en aan vere sit,
oogstukke en hoofblaai met stelmasjiene inbuig;
uitgehaalde vere vir herstelwerk uitmekaarhaal;
U-boute, behalwe aan motors, vasdraai;
outomatiese masjiene bedien nadat masjien deur vak-man of vakleerling gestel is.

„Motorbakmakery” beteken die maak en/of inmeekaarsit en/of bakke of onderdele daarvan maak en/of herstel en/of voltooi en/of sulke bakke vir enige soort motorvoertuig uitrus en afwerk en/of sulke bakke aan onderstelle vasheg en sluit in alle bedrywighede in verband met die maak van motorbakke of wat daaruit voortvloei.

„Motorslooplek” beteken ’n inrigting waarin motorvoertuie gesloop en gebruikte onderdele daarvan verkry word en waarin, waarop of waarvan sulke gebruikte onderdele afsonderlik of saam met nuwe onderdele en/of toebehore verkoop word.

„Motornywerheid” of „nywerheid” beteken, sonder in enige opsig die gewone betekenis van die uitdrukking te beperk—

- (a) inmeekaarsit, opbou, toets, hervervaardiging, herstel, reg-stel, nasien, bedrading, bekleding, verfspuit, verf en/of hernuwing, uitgevoer in verband met—
(i) die onderstel, en/of bakke van motorvoertuie;
(ii) binnebrandmasjiene en transmissie-onderdele van motorvoertuie;
(iii) die elektriese uitrusting in verband met motorvoer-tuie met inbegrip van radio’s;
(b) motoringenieurswerk;
(c) herstel, vulkaniseer en/of versool van bande;
(d) herstel, bediening en vernuwing van batterye vir motor-voertuie;
(e) parkering en/of bewaring van motorvoertuie;
(f) die besigheid wat gedryf word deur ’n vulstasie of diens-stasie;
(g) die verkoop hoofsaaklik of uitsluitlik, van motorvoertuie of motorvoertuigonderdele en/of reserwedele en/of toe-behore (hetsy nuut of gebruik) in verband daarmee, het-sy die verkoop geskied van persele wat aan ’n gedeelte van ’n inrigting verbonde is waarin die inmeekaarsit of herstel van motorvoertuie uitgevoer word, of nie;
(h) motorslooplekke;
(i) vervaardigingsinrigtings waarin motorvoertuigonderdele en/of onderdele en/of toebehore en/of onderdele daar-van vervaardig word;
(j) voertuigbakbou.

Vir die toepassing van hierdie woordbepaling, beteken—

„motoringenieurswerk”, die vernuwing van binnebrand-masjiene of gedeeltes daarvan vir gebruik in motorvoertuie in inrigtings hoofsaaklik of uitsluitlik aldus werk-saam, het-sy dié inrigting hom besig hou met die uitmekaarhaal en herstel van motorvoertuie of nie;

„motorvoertuig”, enige wielvoertuig gedryf deur middel van meganiese krag (behalwe stoom) of elektries en bedoel is vir trekwerk en/of die vervoer van persone en/of goedere

and/or goods and/or loads but shall not include any equipment designed to run on fixed tracks, trailers designed to transport loads of 20 tons or over or aircraft.

For the purpose of this definition, "vehicle" does not include an aircraft.

Exclusions.

"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.
- (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 manufacture and/or maintenance and/or repair of—
 - (a) civil and mechanical engineering equipment and/or parts thereof whether or not mounted on wheels;
 - (b) agricultural equipment or parts thereof; or
 - (c) equipment designed for use in factories and/or workshops.

Provided that for the purpose of (a), (b) and (c) above, "equipment" shall not be taken to mean motor cars, motor lorries and/or motor trucks;
- (d) motor vehicle bodies and/or super structures and/or parts or components thereof made of steel plate of one-eighth of an inch thickness or thicker when carried on in establishments laid out for and normally engaged in the manufacture and/or maintenance and/or repair of civil and/or mechanical engineering equipment on a substantial scale.

"Motor mechanic" or "tuner and tester" means a journeyman who performs any one or more of the following operations in connection with motor vehicles: Dismantling for the purpose of repairs, reassembling, erecting, testing, repairing, adjusting, overhauling, wiring, making of parts, provided that he is not employed on any one of the said operations to such an extent that he will be included in any other class of employee defined in this section.

"Motor vehicle electrician and/or radio mechanic" means a journeyman who diagnoses faults in electric equipment, directs or executes repairs and/or tests or supervises the final testing of electrical installations in motor vehicles including radio equipment.

"Motor vehicle stripper" means an employee who removes and replaces cabs, bodies, bumpers, mudguards, doors, bonnets, radiators, valances, shells, grills, running-boards, body-mouldings, window frames, lamps, seats and trim-panels and strip seat covers for repair; and remove springs for repair but may not replace springs.

"New motor vehicle assembler" means an employee who off-loads, unpacks, and where necessary fits wheels, springs, bumpers, footboards, running-boards, fenders, headlamps and engine bonnets in position; holds in position such parts as chassis cross members, axles, radiators, wind screens, parts of cabs while the journeyman bolts, rivets, welds or screens such parts; places batteries in position and oils in engines, gear-boxes and back axles.

"Parking—business of" means any business carried on for profit whereby cars are received for storage, whether for short or long periods of time and whether or not the establishment of such business is open for 24 hours per day or less.

"Piecework" or "flat rate work" means any system by which earnings are based on quantity or output of work done but in which apprentices may not participate.

"Radiator assembler" means a journeyman who manufactures radiator cores from component parts.

"Repetitive work" means work performed by an employee constantly and continuously engaged on one or more repetitive processes.

"Seamstress" means a female employed wholly or mainly on stitching in connection with trimming in the Motor Industry.

"Service attendant" means an employee who is employed on and/or supervises any one or more of the following operations or duties: lubrication of motor vehicles; regrooving of tyres; final breaking down of motor vehicles and/or their component parts, which are not intended for reassembling; and in the operation of vulcanising; skiving; and in the operation of retreading; putting tyres into mould after setting up by supervisor, and in addition may supervise a group of labourers and who may perform the duties of a labourer.

"Sheet-metal worker" means a journeyman who makes or repairs body panels, valances, mudguards, radiators, or any sheet-metal work in connection with motor vehicles.

"Shift" in relation to labourers and service attendants employed in filling stations means the number of ordinary hours which an employer is permitted to work his employees in the normal course of employment.

"Short time" means a temporary reduction in the number of ordinary hours of work due to slackness or the exigencies of trade, shortage of materials, a general breakdown of plant or machinery caused by accident or other unforeseen emergency,

en/of vragte, maar sluit geen uitrusting in wat bedoel is om op vaste spore te loop nie, nog sleepwaens wat bedoel is om vragte van 20 ton of meer te vervoer, nog vliegtuie.

Vir die toepassing van hierdie woordbepaling sluit „voertuig" nie vliegtuie in nie.

Uitsluitings.

„Nywerheid", soos omskryf, sluit nie onderstaande in nie:—

- (i) Die vervaardiging van motorvoertuigonderdele en/of toebehore en/of reserwedele en/of gedeeltes in inrigtings wat aangelê is vir en gewoonlik metaal en/of plastiese goedere van 'n ander aard op aansienlike skaal produseer;
- (ii) die inmeekaarsit, opbou, toets, herstel, verstel, nasien, bedrading, spuitverf, verf en/of vernuwing van landbou-trekkers behalwe waar dit uitgevoer word in inrigtings wat dergelike dienste lewer ten opsigte van motorkarre, motorvragwaens of motortrokke;
- (iii) die vervaardiging en/of onderhoud en/of herstel van—
 - (a) siviele en meganiese ingenieursuitrusting en/of onderdele daarvan, hetsy dit op wiele gemonteer is of nie;
 - (b) landbou-uitrusting of onderdele daarvan, of
 - (c) uitrusting bedoel vir gebruik in farbieke en/of werks-winkels.

Met dien verstande dat vir die toepassing van (a), (b) en (c) hierbo, dit nie beskou moet word dat „uitrusting" motorkarre, motorvragwaens en/of motortrokke insluit nie.
- (d) motorvoertuigbakke en/of bostrukture en/of gedeeltes of onderdele daarvan gemaak van plaatstaal eenagtste van 'n duim dik of dikker wanneer dit uitgevoer word in inrigtings wat aangelê is vir en gewoonlik besig is met die vervaardiging en/of onderhoud en/of herstel van siviele en/of meganiese ingenieursuitrusting op 'n aansienlike skaal.

„Motorwerktuigkundige" of „-steller en -toetser" beteken 'n vakman wat een of meer van onderstaande werksaamhede in verband met motorvoertuie verrig: uitmeekaarhaal vir herstel, weer inmeekaarsit, bou, toets, herstel, verstel, nasien, bedrading, onderdele maak; met dien verstande dat hy nie in so'n mate in enigeen van genoemde beroepe werksaam is dat hy by 'n ander kategorie werknemer, in hierdie artikel omskryf, ingesluit kan word nie.

„Motorvoertuigelektrisiën en/of radiowerktuigkundige" beteken 'n vakman wat gebreke in verband met elektriese toerusting vasstel, herstelwerk en/of toetse voorskryf of verrig of toesig hou oor die finale toetsing van elektriese installasies in motorvoertuie met inbegrip van radio-toerusting.

„Motorvoertuigafgakelaar" beteken 'n werknemer wat bestuurderskap, bakke, modderskerms, buffers, deure, masjienskappe, verkoelers, rande, doppe, roosters, loopplanke, baklyswerk, vensterrame, lampe, sitplekke en panele verwyder en terugsit en sitplekoortrekke vir herstelwerk verwyder en verwyder vere vir herstelwerk maar mag nie vere terugsit nie.

„Monteur van nuwe motorvoertuie" beteken 'n werknemer wat wiele, vere, buffers, loopplanke, voetplanke, modderskerms, koplampe en masjienskappe aflaai, uitpak, en as dit nodig is, aansit; sulke onderdele soos dwarsstukke van onderstelle, aste, verkoelers, windskerms, onderdele van bestuurderskappe reghou terwyl die vakman hulle vasbont, vasklink, sweis of afskerm; batterye in hulle plekke sit en olie in masjiene, ratkaste en agteraste ingooi.

„Parkeerbesigheid" beteken 'n besigheid wat vir wins beoefen word waarby motors vir bewaring ontvang word, hetsy vir kort of lang tydperke, en hetsy die inrigting van dié besigheid 24 uur per dag of minder oop is of nie.

„Stukwerk of tariefwerk" beteken enige stelsel waarby verdienste gebaseer word op die hoeveelheid of omvang van die werk wat verrig word, maar waarin vakleerlinge nie deel mag hê nie.

„Inmeekaarsitter van verkoeler" beteken 'n vakman wat verkoelerskerms uit samestellende dele vervaardig.

„Herhalingswerk" beteken werk wat gedurig en onafgebroke verrig word deur 'n werknemer wat met een of meer herhalingsprosesse werksaam is.

„Naaister" beteken 'n vrou wat uitsluitlik of hoofsaaklik naaiwerk vir afwerking in die motornywerheid verrig.

„Bediende" beteken 'n werknemer wat enige van die volgende werksaamhede of pligte verrig of daarvoor toesig hou: smeer van motorvoertuie; hergroef van buitebande; finale uitmeekaarhaal van motorvoertuie en/of hul samestellende dele wat nie vir herinmeekaarsit bestem is nie; vulkaniseer; afslip; versool; buitebande in gietvorms sit nadat opsigter hulle gestel het; en daarbenewens toesig hou oor 'n groep arbeiders en self die werk van 'n arbeider kan verrig.

„Metaalplaatwerker" beteken 'n vakman wat bakpanele, sykerms, modderskerms en verkoelers maak of repareer, of enige metaalplaatwerk in verband met motorvoertuie verrig.

„Skof", ten opsigte van arbeiders en bediendes in diens by vulstasies, beteken die getal gewone ure wat 'n werkgewer toegelaat word om sy werknemers in die gewone loop van diens te laat werk.

„Kort tyd" beteken 'n tydelike vermindering van die getal gewone werkure as gevolg van slapte of die noodgevolge van die handel, tekort aan materiaal, 'n algemene defek aan installasie of masjinerie veroorsaak deur ongeval of ander onvoorsiene

unforeseen contingencies and/or circumstances beyond the employer's control, stocktaking or stoppage of work granted at the request of a majority of the employees in an establishment or portion thereof.

"Uniform" means an article or articles of wearing apparel, distinctive in design and colour.

"Vulcaniser" means a journeyman who is employed on operating a retreading, tyre soling, resoling, recapping or any other type of machine or plant which is or may be used in the processes of vulcanising.

"Vulcaniser's establishment" means any establishment or portion of any establishment wherein pneumatic tyres, and/or tubes are repaired for the purpose of rendering them servicable for further and additional road use, and wherein the processes known as retreading, soling, resoling, recapping, top capping and regrooving are carried on.

"Vulcanising" means the repairing of pneumatic tyres and/or tubes for the purpose of rendering them servicable for further and additional road use and shall include the processes 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.

"Wage" means that portion of the remuneration payable in respect of the ordinary hours of work as laid down in section 29 excluding cost of living allowance, overall and tool allowance.

"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 between 5 p.m. and 8 a.m. the following morning.

"Wheelwright" means a journeyman who makes or repairs wheels, including artillery wheels, for motor vehicles.

"Workshop" means an establishment or portion thereof, in which is carried out, any repair work in connection with the Motor Industry, but excludes assembling and manufacturing establishments.

"Workshop employee" means any employee for whom wages are prescribed in section 27 of this Agreement.

"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 an employee for whom wages are prescribed in this Agreement.

4. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement provided, however, that no exemption shall be granted from the provisions of section 29, sub-section (1) (d) of this Agreement.

(2) The Council shall fix the conditions subject to which such exemption shall operate and may, if it deems fit, after one week's notice has been given in writing 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 signed by him setting out—

- (a) the name of the person concerned;
- (b) the provisions of the Agreement from which the exemption is granted;
- (c) the conditions subject to which such 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 issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee, forward a copy of the licence to the employer concerned and a further copy to the Divisional Inspector, Department of Labour, Cape Town.

5. PAYMENT OF EARNINGS.

(1) All earnings, payment for piecework and/or flat rate work and overtime shall be paid in cash weekly on Fridays not later than finishing time that day, or on termination of employment, if this takes place before Friday.

(2) All earnings shall be handed to employees in sealed envelopes indicating on the outside thereof the name of the employer and the employee, date, number of ordinary and overtime hours worked and the remuneration due, and the period in respect of which payment is made together with details of any deductions which have been made.

(3) 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.

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

(5) No deductions or set-off of any description other than the following shall be made from the wages due to an employee:—

- (a) When an employee is away or absents himself without permission from work, a pro rata amount may be deducted for the period of such absence;
- (b) with the written consent of the employee, deductions for holiday, sick, insurance, provident, and/or pension funds, and/or any moneys advanced as a loan by the employer;

noodtoestand, onvoorsiene gebeurlikhede en/of omstandighede buite die werkgewer se beheer, voorraadopname of stopsetting van werk toegestaan op versoek van 'n meerderheid van die werknemers in 'n inrigting of gedeelte daarvan.

"Uniform" beteken 'n kledingstuk of -stukke van kenmerkende ontwerp en kleur.

"Vulkaniseerder" beteken 'n vakman wat 'n masjien bedien vir die vernuwung van loopvlakke van buitebande, versoling, herversoling en die aanbring van nuwe koplaga, of enige ander soort masjien en/of uitrusting wat vir die vulkaniseerproses gebruik word of gebruik kan word.

"Vulkaniseerdersinrigting" beteken 'n inrigting of gedeelte daarvan waarin buite- en/of binnelugbande herstel word ten einde hulle vir verdere en addisionele padgebruik diensbaar te maak, en waarin die prosesse bekend as die vernuwung van loopvlak, versool, herversool, koplaga hernu en groewe vernu, uitgevoer word.

"Vulkaniseer" beteken die herstel van buite- en/of binnelugbande ten einde hulle vir verdere en addisionele padgebruik diensbaar te maak, met inbegrip van die prosesse bekend as loopvlak hernu, versool, herversool, koplaga hernu en groewe vernu; met dien verstande dat dié herstelwerk, hernuwung van loopvlak, versoling, herversoling, vernuwung van koplaga en vernuwung van groewe, met behulp van 'n masjien of masjiene gedoen word.

"Loon" beteken daardie gedeelte van die verdienste betaalbaar ten opsigte van die gewone werkure bepaal by artikel 29 behalwe lewenskostoelae, oorpak- en gereedskapstoelae.

"Wag" beteken 'n werknemer wat hoofsaaklik die perseel en goedere van die werkgewer bewaak en/of die motorvoertuie en goedere bewaak waarvan die werkgewer die bewaarnemer tussen 5 nm. en 8 vm. die volgende oggend is.

"Wielsmid" beteken 'n vakman wat wiele vir motorvoertuie maak of heelmaak, met inbegrip van artilleriewiele.

"Werkswinkel" beteken 'n inrigting of gedeelte daarvan waarin herstelwerk in verband met die motornywerheid verrig word, maar met uitsluiting van inmeekaarsit en vervaardigingsinrigtings.

"Werkswinkelwerknemer" beteken 'n werknemer vir wie 'n loon by artikel 27 van hierdie Ooreenkoms voorgeskryf word.

"Werkende werkgewer of vennoot" beteken 'n werkgewer of 'n vennoot in 'n vennootskap wat in die motornywerheid werkzaam is, en wat self werk verrig van dergelyke aard as wat gedoen word deur 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word.

4. VRYSTELLINGS.

(1) Die Raad kan vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen; met dien verstande egter dat geen vrystelling van die bepalinge van artikel 29, subartikel (1) (d), van hierdie Ooreenkoms verleen mag word nie.

(2) Die Raad moet die voorwaardes waarop vrystelling verleen word, bepaal, en mag na goeëdunke en nadat een week kennis skriftelik vooraf aan die betrokke persoon gegee is, enige vrystellingstifikaat herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n tifikaat uitreik, waarin vermeld word—

- (a) die naam van die betrokke persoon;
 - (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop vrystelling verleen word; en
 - (d) die tydperk waarvoor die vrystelling geldig is.
- (4) Die Sekretaris van die Raad moet—
- (a) alle tifikate wat uitgereik word, in volgorde nummer;
 - (b) 'n afskrif van elke uitgereikte tifikaat behou; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die tifikaat aan die betrokke werkgewer stuur, en nog 'n kopie aan die afdelingsinspekteur, Departement van Arbeid, Kaapstad.

5. BETALING VAN VERDIENSTE.

(1) Alle lone, betaling vir stukwerk en/of vir tariefwerk en oortydwerk moet in kontant weekliks op Vrydae op of voor sluitingstyd daardie dag betaal word, of by diensbeëindiging as dit voor Vrydag plaasvind.

(2) Alle verdienste moet aan werknemers oorhandig word in verseelde koeverte wat op die buitekant aantoon die name van die werkgewer en die werknemer, datum, getal gewone en oortydure gewerk en besoldiging verskuldig, en die tydperk waarvoor die betaling gemaak word en besonderhede van alle bedrae wat afgetrek is.

(3) Van geen werknemer kan vereis word om as deel van sy dienskontrak by sy werkgewer of by enige plek deur die werkgewer aangewys te eet en/of in te woon of om enige goedere van die werkgewer te koop nie.

(4) Geen onderriggeld mag vir die opleiding van 'n werknemer bereken of aangeneem word nie.

(5) Geen kortings of teëvordering van watter aard ook, behalwe onderstaande, mag van die lone aan 'n werknemer verskuldig, gemaak word nie—

- (a) as 'n werknemer sonder toestemming van die werk afwesig is of wegbly, kan 'n pro rata bedrag vir die tydperk van die afwesigheid afgetrek word;
- (b) met skriftelike toestemming van die werknemer, kortings vir vakansie-, siekte-, versekerings-, voorsorg- en/of pensioenfondse, en/of geld deur die werkgewer as 'n lening voorgeskiet;

- (c) contributions to Council funds in terms of section 11 of this Agreement;
- (d) subscriptions to the Motor Industry Employees' Union of South Africa in terms of section 14 of this Agreement;
- (e) where an employer is compelled by any law or ordinance or legal process to make payment for or on behalf of an employee any amount so paid may be deducted.

(6) Every employer shall fix and keep affixed in some conspicuous place upon his premises, a notice in legible characters in both official languages of the Union in the form prescribed by the regulations under the Act, specifying the day of the week, and the time and place at which wages will ordinarily be paid each week.

6. 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.

7. AGENTS.

(1) 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 enquiries 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 investigations.

(2) The agent, when entering, inspecting or examining, may take with him an interpreter.

(3) Every person upon whom the provisions of this Agreement are binding shall allow the agent all the facilities above-mentioned.

8. REGISTRATION OF EMPLOYERS.

(1) Every employer engaged in the industry shall, unless he has already done so pursuant to any previous agreement entered into by the parties to the Council, and published within one month of the date on which this Agreement comes into operation, and every employer who starts to engage in the industry during the currency of this Agreement shall, within one month of commencing business, forward to the Secretary of the Council, P.O. Box 1946, Cape Town, a statement in the form of Annexure A to this Agreement showing—

- (a) employer's name;
- (b) the employer's business address;
- (c) the address of the establishment;
- (d) in respect of each of his employees—
 - (i) full name;
 - (ii) occupation;
 - (iii) wages paid to such employee.

(2) Every employer shall notify the Secretary of the Council of any change in the particulars required to be furnished by him in terms of sub-section (1) within one month of such changes taking place.

9. EXHIBITION OF AGREEMENT AND POSTING OF NOTICES.

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

- (a) A copy of this Agreement;
- (b) a summary of sections of the Industrial Conciliation Act as prescribed by regulation 7 (5) of the Act;
- (c) a notice in the form prescribed by the regulations under the Act specifying the day of the week and the time and place at which wages will ordinarily be paid each week;
- (d) a notice containing the official address of the Divisional Inspector of Labour, Cape Town, and of the Secretary of the Council;
- (e) the list of tools referred to in section 23, sub-section (4) (c);
- (f) a notice in the form prescribed in Annexure F to this Agreement, specifying the starting time and the finishing time of work, and the meal hour, for each day of the week. The ordinary hours of work shall be so arranged as to fall between the hours of 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and 8 a.m. and 12 noon on Saturdays for establishments operating on a six-day week, and between the hours of 8 a.m. and 6.15 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays for establishments operating on a five-day week and the meal hour so specified shall not be less than one hour;
- (g) A schedule setting out any *shift working hours* in respect of employees employed on the sale of petrol, oils and night service.

(c) bydraes tot die Raadskas ingevolge artikel 11 van hierdie Ooreenkoms;

(d) ledegeld aan die „Motor Industry Employees' Union of South Africa" ingevolge artikel 14 van hierdie Ooreenkoms;

(e) as 'n werkgewer by 'n wet of ordonnansie of regseding verplig word om betalings vir of ten behoeve van 'n werknemer te doen, kan enige bedrag wat aldus betaal is, afgetrek word.

(6) Elke werkgewer moet 'n leesbare kennisgewing in albei amptelike tale van die Unie in die vorm voorgeskryf by die regulasies van die Wet op 'n opvallende plek op sy perseel opplak en opgeplak hou wat die dag van die week en die tyd en plek waar lone gewoonlik elke week betaal sal word, vermeld.

6. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik vir die uitvoering van hierdie Ooreenkoms is en hy kan opinies vir die leiding van werkgewers en werknemers uitvaardig wat nie met die bepalinge daarvan in stryd is nie.

7. AGENTE.

(1) Die Raad moet een of meer bepaalde persone as agente aanstel om by die toepassing van die bepalinge van hierdie Ooreenkoms behulpsaam te wees, en dit is die plig van elke werkgewer en elke werknemer om sulke persone toe te laat tot die persele om die ondersoek in te stel en te voltooi om die stukke, boeke, loonstate, tydstate en betaalkaarte na te sien en om die individue te ondervra en alle sodanige dade te verrig wat nodig mag wees vir die doel om uit te vind of die bepalinge van hierdie Ooreenkoms nagekom word, en geen persoon mag 'n valse verklaring in die loop van die ondersoek voor so'n agent aflê nie.

(2) Die agent kan 'n tolk by betreding, inspeksie en nasien saamneem.

(3) Elke persoon vir wie die bepalinge van hierdie Ooreenkoms bindend is, moet die agent alle bogenoemde fasiliteite verskaf.

8. REGISTRASIE VAN WERKGEWERS.

(1) Elke werkgewer wat die nywerheid uitoefen moet, tensy hy dit reeds kragtens enige voorgaande ooreenkoms gedoen het wat tussen die partye by die Raad gesluit is, binne een maand na die datum waarop hierdie Ooreenkoms in werking tree en elke werkgewer wat besigheid gedurende die looptyd van hierdie Ooreenkoms in die nywerheid begin, moet binne een maand nadat hy met besigheid begin, aan die Sekretaris van die Raad, Posbus 1946, Kaapstad, 'n opgawe in die vorm van Aanhangsel A van hierdie Ooreenkoms stuur van die volgende besonderhede:—

- (a) Naam van werkgewer;
- (b) besigheidsadres van werkgewer;
- (c) adres van die inrigting;
- (d) ten opsigte van elkeen van sy werknemers—
 - (i) naam voluit;
 - (ii) bedryf;
 - (iii) lone aan dié werknemer betaal.

(2) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van enige verandering in die besonderhede wat van hom vereis word kragtens subartikel (1), en wel binne een maand na die verandering plaasgevind het.

9. VERTONING VAN OOREENKOMS EN OPPLAK VAN KENNISGEWINGS.

Elke werkgewer vir wie hierdie Ooreenkoms bindend is, moet op een of ander plek wat in die ooglopend is en maklik vir sy werknemers toeganklik is, ondergenoemde dokumente, wat in leesbare druk in albei amptelike tale van die Unie van Suid-Afrika gedruk is, opplak en opgeplak hou:—

- (a) 'n Eksemplaar van hierdie Ooreenkoms;
- (b) 'n opsomming van artikels van die Nywerheids-verseeningswet, soos by regulasie 7 (5) van die Wet voorgeskryf;
- (c) 'n kennisgewing in die vorm by regulasie voorgeskryf kragtens die Wet wat die dag van die week en die tyd en plek noem waar lone gewoonlik elke week betaal sal word;
- (d) 'n kennisgewing met die amptelike adres van die Afdelingsinspekteur van Arbeid, Kaapstad, en van die Sekretaris van die Raad;
- (e) die lys van gereedschap wat in artikel 23, subartikel (4) (c), genoem word;
- (f) 'n kennisgewing in die vorm voorgeskryf in Aanhangsel F van hierdie Ooreenkoms, wat die begintyd en ophoutyd van die werk noem en die etensuur vir elke dag van die week. Die gewone werkure moet so gereël word dat hulle tussen 8 vm. en 6 nm. op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae en 8 vm. en 12 middag op Saterdag val vir inrigtings wat ses dae per week werk, en tussen 8 vm. en 6.15 nm. op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae vir inrigtings wat vyf dae per week werk, en die etensuur, soos vasgestel, mag nie minder as een uur wees nie;
- (g) 'n lys met skofwerkure ten opsigte van werknemers in diens vir die verkoop van petrol, olie en nagdiens.

10. ATTENDANCE, TIME AND WAGE REGISTERS.

(1) Every employer shall keep in the form prescribed by the regulations under the Act, a Record of Wages, other Remuneration and Overtime paid and time worked by each of his employees. All entries shall be in ink.

(2) An employer shall retain the complete record referred to in sub-section (1) of this section for a period of three years subsequent to the date of any entry therein.

11. COUNCIL FUNDS AND EXPENDITURE.

(1) The funds of the Council shall be vested in and administered by the Council.

(2) For the purpose of meeting the expenses of the Council, each employer shall deduct from the wages of each of his employees other than apprentices, contributions as specified in sub-section (3) hereof. To the contributions so deducted, the employer shall add a like contribution and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Secretary of the Council under cover of, and together with particulars in the form prescribed in Annexure B to this Agreement.

(3) Every employer shall in terms of sub-section (2) hereof deduct 1d. contribution on each Friday from every employee defined in this Agreement and working in his establishment.

(4) The contributions referred to in sub-section (2) hereof shall become part of the funds referred to in sub-section (1) hereof.

12. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL AND ALLIED EXECUTIVE COMMITTEES.

Employees' representatives on the Council shall be given reasonable facility by their employers to attend to their duties in connection with meetings of the Council, unemployment benefit fund, apprenticeship committees, and delegates of the Motor Industry Employees' Union Executive Committee shall be granted facilities to attend Executive Meetings.

13. TRADE UNION LABOUR.

(1) (a) No member of the Motor Industry Employees' Union of S.A. shall accept employment with any employer who is not a member of the South African Motor Industry Employers' Association.

(b) No member of the South African Motor Industry Employers' Association shall employ any employee who is not a member of the Motor Industry Employees' Union of S.A.

(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 said trade union and bearing a record of the grade in which the membership of such member has been registered by that trade union.

(3) This section shall not apply to apprentices, 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.

(4) Every member of the said trade union shall on engagement hand to the employer the detachable portion of his Membership Card which shall be retained by the employer whilst the employee remains in his employment. On the employee leaving such employer, the employer shall return the portion of the 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 any immigrant has at any time after the first three months of his employment in the industry, refused any invitation from the trade union concerned to become a member thereof, the provisions of this section shall immediately come into operation.

14. SUBSCRIPTIONS TO MOTOR INDUSTRY EMPLOYEES' UNION OF SOUTH AFRICA AND SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION.

Every employer who is a member of the South African Motor Industry Employers' Association shall by authority of this Agreement deduct from the wages of each of his employees effected by this Agreement, the amount of the subscriptions payable by such employees to the Motor Industry Employees' Union of South Africa, and shall forward on the form prescribed in Annexure B the amount thus deducted, to the Secretary of the Council not later than the tenth day of each month following that to which the deductions refer.

15. ANNUAL LEAVE.

(1) All employees for whom earnings are prescribed in this Agreement, and apprentices, shall be entitled to and granted eighteen consecutive working days' paid leave, which shall include four week-ends, subject to the following conditions:—

(a) Weekly paid 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.

10. PRESENSIE-, TYD- EN LOONREGISTERS.

(1) Elke werkgever moet registers byhou in die vorm wat deur die regulasies ingevolge die Wet voorgeskryf is, waarin lone, besoldiging en oortydbetaling, en die tyd deur elke werknemer gewerk, aangeteken word. Alle inskrywings moet met ink gedoen word.

(2) 'n Werkgever moet die volledige register waarna in sub-artikel (1) van hierdie artikel verwys word, tot drie jaar na die datum van inskrywings daarin bewaar.

11. RAADSKAS EN UITGAWES.

(1) Die fondse van die Raad berus by en word beheer deur die Raad.

(2) Ten einde die uitgawes van die Raad te dek, moet elke werkgever van elkeen van sy werknemers, behalwe vakleerlinge, bydraes, soos in subartikel (3) hiervan genoem, aftrek. By hierdie bydraes wat afgetrek word, moet die werkgever 'n gelyke bedrag voeg en moet maand vir maand, maar nie later as die 10de van die maand na die maand waarop die bydraes betrekking het nie, die totale bedrag aan bydraes aan die Sekretaris van die Raad stuur, onder dekking van en tesame met besonderhede in die vorm wat in Aanhangsel B van hierdie Ooreenkoms getoon word.

(3) Elke werkgever moet kragtens subartikel (2) hiervan 1d. bydrae elke Vrydag van elke werknemer aftrek wat in hierdie Ooreenkoms omskryf word en wat in sy inrigting werk.

(4) Die bydraes in subartikel (2) hiervan genoem, word deel van die fonds waarna in subartikel (1) hiervan verwys word.

12. WERKNEMERS SE VERTEENWOORDIGERS OP DIE RAAD EN VERWANTE UITVOERENDE KOMITEES.

Werknemers se verteenwoordigers op die Raad moet alle redelike geriewe deur hul werkgevers gegee word om hul pligte in verband met vergaderings van die Raad, die werkloosheidsverzekeringsfonds en vakleerlingkomitees na te kom, en afgevaardigdes van die uitvoerende raad van die „Motor Industry Employees' Union" moet alle geriewe toegestaan word om vergaderings van die uitvoerende raad by te woon.

13. LIDMAATSKAP VAN VAKVERENIGINGS.

(1) (a) Geen lid van die „Motor Industry Employees' Union of S.A." mag werk by 'n werkgever aanneem wat nie lid van die „S.A. Motor Industry Employers' Association" is nie.

(b) Geen lid van die „S.A. Motor Industry Employers' Association" mag 'n werknemer in diens neem wat nie lid van die „Motor Industry Employees' Union of S.A." is nie.

(2) Bewys van lidmaatskap van die „Motor Industry Employees' Union of S.A." is die indiening van 'n lidmaatskapkaart van die lopende jaar wat deur die genoemde vakvereniging uitgereik is en waarop aangeteken is die graad waarin die lid deur dié vakvereniging geregistreer is.

(3) Hierdie artikel is nie van toepassing op vakleerlinge nie, ook nie in gevalle waarin, na die mening van die Raad, lidmaatskap van 'n party by hierdie Ooreenkoms sonder behoorlike rede geweier of beëindig is en die applikant hierdie weiering by die Raad binne 14 dae daarna aangemeld het nie.

(4) Elke lid van die genoemde vakvereniging moet by diensaanvaarding die verwyderbare gedeelte van sy lidmaatskapkaart aan die werkgever oorhandig wat deur die werkgever gehou moet word solank die werknemer in sy diens bly. Wanneer die werknemer die werkgever verlaat, moet die werkgever die gedeelte van die kaart aan die werknemer teruggee.

(5) Die bepaling van hierdie artikel is nie van toepassing op 'n immigrant gedurende die eerste jaar na die datum waarop hy die Unie van Suid-Afrika binnegekom het nie; met dien verstande dat as 'n immigrant te eniger tyd na sy eerste drie maande diens in die nywerheid 'n uitnodiging van die betrokke vakvereniging om lid daarvan te word, van die hand gewys het, die bepaling van hierdie artikel onmiddellik in werking tree.

14. LEDEGELD AAN DIE „MOTOR INDUSTRY EMPLOYERS' UNION OF S.A." EN DIE „SOUTH AFRICAN MOTOR INDUSTRY EMPLOYERS' ASSOCIATION".

Elke werkgever wat 'n lid is van die „South African Motor Industry Employers' Association" moet, kragtens hierdie Ooreenkoms, van die loon van elkeen van sy werknemers wat deur hierdie Ooreenkoms geraak word, die bedrag aan ledegeld deur dié werknemers aan die „Motor Industry Employees' Union of S.A." betaalbaar, aftrek en moet die bedrag aldus afgetrek, op die vorm voorgeskryf in aanhangsel B op of voor die tiende dag van elke maand wat volg op dié waarop die korting betrekking het, aan die Sekretaris van die Raad stuur.

15. JAARLIKSE VERLOF.

(1) Alle werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word en vakleerlinge is geregtig tot en moet, onderworpe aan onderstaande voorwaardes, agtien opeenvolgende werkdagse verlof met betaling waarby vier naweke inbegrepe is, toegestaan word:—

(a) Weekliks betaalde werknemers kom in aanmerking vir dié verlof na voltooiing van 52 weke ononderbroke diens by dieselfde werkgever van die datum af waarop die laaste vakansie verskuldig was of, na gelang van die jongste datum, van die datum van indiensneming af.

- (b) 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 termination of 52 weeks' or twelve months' service, as the case may be.
- (c) In the event of an employee not availing himself of leave granted to him in terms of this section, any leave pay to which he may be entitled shall be subject to forfeiture at the discretion of the Council.
- (d) Leave pay shall be paid at the rate of remuneration the employee was receiving or entitled to receive in terms of this Agreement (whichever is the greater), immediately prior to the date upon which the employee became entitled to his annual leave, or on the termination of contract where this takes place before the leave has been granted.
- (e) If any public holiday referred to in section 16, sub-section (1), falls 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—

- (a) he shall be entitled to 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;
- (b) the amount to which such employee is entitled shall, in the case of journeymen only, be forwarded by the employer to the Secretary of the Council, P.O. Box 1946, Cape Town, immediately on termination of the employee's employment, and no deductions, other than those referred to in section 5, sub-section (6) (b), may be made from such amount as a set-off against any moneys which may be owing to the employer by such employee;
- (c) an employer when making any payment in terms of this section shall complete in triplicate a holiday leave pay voucher in the form prescribed in Annexure C to this Agreement, forward one copy to the Secretary, hand one copy to the employee concerned, and retain the third copy in his possession;
- (d) no employee, such as is referred to in this sub-section shall take his leave credit in cash from his employer. Such employee shall, on entering the service of another employer, present to such employer the copy of the holiday leave pay voucher referred to herein, and such employer shall make arrangements for the employee to be granted his annual leave at the expiry of such period as may be necessary to make the total periods worked since the commencement of the qualifying period up to 52 weeks;
- (e) when an employee's leave, due in terms of this sub-section, is granted, his employer shall at that time pay to him the amount of holiday pay due to him and the employee shall apply to the Council's office for the amount standing to his credit which shall be paid out to him by the Council;
- (f) the Secretary of the Council shall place such amounts received on behalf of holiday leave pay in a trust account operated by the Council and shall pay the amount due to any employee only after such employee has completed 52 weeks' employment if he is a weekly employee in two or more establishments. Should the employee leave the industry the amount shall be paid to him on the expiry of 52 weeks reckoned from the date leave pay commenced to accrue, or earlier, at the discretion of the Council;
- (g) holiday leave pay in the possession of the Council and not claimed by any employee after three years from the date of the last deposit shall be forfeit to the Council;
- (h) the cost of the administration of the trust account referred to in the previous paragraph shall be borne by the Council who may, in its 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 the Council towards the cost of administration of the aforesaid trust fund;
- (i) in the case of employees other than journeymen referred to in this Agreement, the amount due to them in terms of this sub-section shall be paid direct to them by the employer.

(3) Should an employee die, or, in the course of his work be incapacitated from continuing, at his trade, the amount which was 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 leave.

- (b) Die werkgewer moet die tyd vasstel wanneer die verlof geneem moet word, maar as die werkgewer nie eerder aan 'n werknemer sy verloftydperk toegestaan het nie, moet die verlof toegestaan word om, na gelang van die geval, binne twee maande na beëindiging van 52 weke, of twaalf maande diens, te begin.
- (c) Ingeval 'n werknemer nie van verlof wat ingevolge hierdie artikel aan hom toegestaan is, gebruik maak nie, is enige verlofbetaling waartoe hy geregtig mag wees, onderworpe aan verbeuring na goeddunke van die Raad.
- (d) Verlofbetaling moet betaal word teen die besoldiging wat die werknemer ontvang het of geregtig was om te ontvang ingevolge hierdie Ooreenkoms (watter een ook al die grootste is), onmiddellik voor die datum waarop die werknemer tot sy jaarlikse verlof geregtig geword het, of by beëindiging van die kontrak ingeval dit plaasvind voordat die verlof toegestaan is.
- (e) As 'n openbare vakansiedag genoem in artikel 16, sub-artikel (1), in die verloftydperk van die betrokke werknemer val, moet dié vakansiedag by die genoemde verloftydperk met volle betaling gevoeg word.

(2) Wanneer 'n werknemer wat op die gewone wyse geregtig is om vir verlof in aanmerking te kom, ontslaan word of sy diens verlaat voor die einde van die kwalifiseertydperk—

- (a) is hy geregtig tot drie twee-en-vyftigstes van 'n week se loon vir elke week wat hy minstens vyf dae werk van die datum waarop hy by die werkgewer begin werk het of van die datum waarop sy laaste jaarlikse verlof verskuldig geword het, na gelang van die geval;
- (b) moet die bedrag waartoe die werknemer geregtig is, slegs in die geval van vakmanne, deur die werkgewer aan die Sekretaris van die Raad, Posbus 1946, Kaapstad, gestuur word onmiddellik na beëindiging van die werknemer se diens en geen korting van enige aard, behalwe dié genoem in artikel 5, subartikel 6 (b), mag van sodanige bedrag gemaak word as teëvordering vir enige geld wat die werknemer aan die werkgewer verskuldig is nie;
- (c) wanneer 'n werkgewer 'n betaling doen kragtens die bepalings van hierdie artikel, moet hy 'n verlofbetaling-order in drievoud uitmaak in die vorm voorgeskryf in aanhangsel C van hierdie Ooreenkoms, en een kopie aan die Sekretaris stuur, een kopie aan die betrokke werknemer oorhandig, en een kopie self behou;
- (d) geen werknemer, genoem in hierdie subartikel, mag sy verlofkrediet in kontant van sy werkgewer aanneem nie. So'n werknemer moet by diensaanvaarding by 'n ander werkgewer die kopie van die heringenoemde verlofbetalingorder aan daardie werkgewer oorhandig en so'n werkgewer moet reëlings tref vir die toestaan van sy jaarlikse verlof aan die werknemer by beëindiging van die tydperk wat nodig mag wees om die totale gewerkte tydperke sedert die aanvang van die kwalifiseertydperk op 52 weke te bring;
- (e) wanneer 'n werknemer se verlof, verskuldig ingevolge die bepalings van hierdie subartikel, toegestaan is, moet sy werkgewer die bedrag van die verlofbetaling wat dan aan hom verskuldig is, aan hom betaal en die werknemer moet by die Raad se kantoor aansoek doen om die bedrag waarmee hy gekrediteer is en wat deur die Raad aan hom betaal moet word;
- (f) Die Sekretaris van die Raad moet die bedrae wat vir vakansieverlofbetaling ontvang is, op 'n trustrekening plaas waarop die Raad trek en moet die bedrag, aan enige werknemer verskuldig, slegs betaal nadat dié werknemer 52 weke diens in twee of meer inrigtings voltooi het as hy 'n weeklikse werknemer is. As die werknemer die nywerheid verlaat, moet die bedrag aan hom betaal word na afloop van 52 weke, gereken van die datum af waarop verlofbetaling begin oploop het, of vroeër, na goeddunke van die Raad;
- (g) verlofbetaling in besit van die Raad en nie na drie jaar van die datum van die laaste deposito deur enige werknemer opgeëis nie, word aan die Raad verbeur;
- (h) die administrasiekoste van die trustrekening, genoem in die vorige paragraaf, moet deur die Raad gedra word wat na sy goeddunke enige van die beskikbare fondse by 'n goedgekeurde bank- en/of bougenootskap kan belê, en rente wat uit so'n belegging oploop, moet deur die Raad gehou word ter bestryding van die administrasiekoste van voornoemde trustfonds;
- (i) in die geval van werknemers behalwe vakmanne, in hierdie Ooreenkoms genoem, moet die bedrag aan hulle ingevolge hierdie subartikel verskuldig, regstreeks deur die werkgewer aan hulle betaal word.

(3) As 'n werknemer sterf of in die loop van sy werk onbevoeg raak om sy bedryf voort te sit, is die bedrag wat ten opsigte van sy verlof opgeloopt het, na gelang van die geval, betaalbaar aan sy boedel of aan homself.

(4) Jaarlikse verlof mag nie met 'n tydperk waarin 'n werknemer verplig is om opleiding ingevolge die Zuid-Afrika Verdedigings Wet, 1912, te ondergaan of met 'n diensopseggings-termyn, saamval nie.

(5) Geen werknemer mag gedurende sy verloftydperk teen besoldiging in sy normale bedryf werk nie.

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

- (a) is on leave in terms of sub-section (1) hereof;
- (b) is required to undergo training under the South Africa Defence Act, 1912;
- (c) is absent from work on the instruction or at the request of the employer;
- (d) is absent from work owing to sickness or accident amounting in the aggregate to a period not exceeding thirty days in any year.

(7) Any employee who shall absent himself from his work for more than three consecutive days, on account of illness, must, if required by his employer to do so, produce a doctor's certificate. Such certificate must state clearly and in simple language the nature of the illness from which the employee is suffering.

(8) For purpose of this section "remuneration" shall mean the basic or actual wage (whichever is the greater), plus cost of living allowance and any weekly bonus which forms part of the normal weekly remuneration.

16. PAYMENT FOR PUBLIC HOLIDAYS.

(1) If an employee does not work on Good Friday, Dingaan's Day, Christmas Day, Boxing Day or New Year's Day, his employer shall pay him in respect of such day, earnings at a rate not less than his ordinary working hours for that day of the week.

(2) Whenever any employee (other than a watchman) works on any of the days enumerated in sub-section (1) of this section, his employer shall, in addition to the earnings payable in terms of sub-section (1) hereof, pay him earnings at a rate not less than his hourly rate of remuneration in respect of each hour or part of an hour so worked up to eight hours and double time thereafter, on such day.

(3) Subject to the provisions of section 18 of this Agreement, an employer shall be entitled to close his establishment on any public holiday, and if an employee, other than an apprentice does not work on any such public holiday [other than holidays referred to in sub-section (1) of this section] he shall not be entitled to any remuneration in respect of such holiday; provided that an employer who proposes to close his establishment or any part thereof on any public holiday other than those referred to in sub-section (1) hereof shall post in a place readily accessible to his employees and not later than the day prior to such holiday, a notice stating the period during which employees concerned will not be required to work.

17. PROVISIONS RELATING TO OVERTIME, PAYMENT THEREFOR AND PAYMENT FOR WORK ON SUNDAYS.

(1) The maximum overtime that may be worked by any employee shall not exceed 10 hours per week, provided that no employee who is a female shall be required to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours, for more than one hour on any day unless 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 1s. 6d. in sufficient time to enable her to obtain a meal before the overtime is due to commence.

(2) Where any employee is required or permitted to work in excess of the hours prescribed in section 29 of this Agreement, any such excess time worked shall be regarded as overtime and paid for at the following rates:—

- (a) Where such overtime is worked between the hours of 6 a.m. and midnight on any week day, an employee shall be paid at one and one-half times his hourly rate for each hour or part of an hour of the time so worked.
- (b) Where such overtime is worked between the hours of midnight and 6 a.m. on any week day, an employee shall be paid at double his hourly rate for each hour or part of an hour of the time so worked.

(3) Whenever an employee [other than labourers and service attendants who perform any of the duties specified in paragraphs (a) and (b) of the definition of "labourer"] works on a Sunday, he shall be paid—

- (a) for any period up to one hour's work, not less than £1;
- (b) for any period in excess of one hour, but not exceeding two hours, not less than £1. 10s.;
- (c) if more than two hours' work is performed, not less than double his ordinary daily wage, provided that in respect of any time worked in excess of eight hours, he shall in addition receive double his hourly rate of wage for each hour or part of an hour worked in excess of such eight hours;
- (d) Whenever any labourer or service attendant who is employed mainly or exclusively on any of the duties specified in paragraph (a) of the definition of labourer (excluding the duties of cleaning and/or polishing and/or dusting of motor vehicles, painting tyres, attending to

(6) Verder word dit vir die toepassing van hierdie artikel beskou dat by die uitdrukking „diens” ook inbegrepe is enige tydperk of tydperke wat 'n werknemer—

- (a) ingevolge subartikel (1) hiervan met verlof is;
- (b) opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, moet ondergaan;
- (c) volgens opdrag of op versoek van die werkgewer van sy werk afwesig is;
- (d) weens siekte of ongeval van sy werk afwesig is wat in die geheel 'n tydperk van hoogstens dertig dae gedurende 'n jaar behoort.

(7) 'n Werknemer wat weens siekte vir meer as drie agtereenvolgende dae van sy werk wegbly, moet 'n doktersertifikaat voorlê as die werkgewer dit van hom eis. So'n sertifikaat moet duidelik en in eenvoudige taal die aard van die siekte vermeld waaraan die werknemer ly.

(8) Vir die toepassing van hierdie artikel beteken „verdiens-te” die basiese of werklike loon (watter een ook al die grootste is), plus lewenskostetoelae en enige weeklikse bonus wat deel van die gewone weeklikse verdienste uitmaak.

16. BETALING VIR OPENBARE VAKANSIEDAE.

(1) As 'n werknemer nie op Goëie-Vrydag, Dingaansdag, Kersdag, Tweede Kersdag of Nuwejaarsdag werk nie, moet sy werkgewer hom ten opsigte van so'n dag besoldig teen 'n skaal van minstens sy gewone werkure vir daardie dag van die week.

(2) As 'n werknemer (behalwe 'n wag) op enigen van die dae werk wat in subartikel (1) van hierdie artikel genoem word, moet sy werkgewer hom, benewens die besoldiging ingevolge subartikel (1) hiervan betaalbaar, besoldig teen 'n skaal van minstens sy uurloon ten opsigte van elke uur of gedeelte van 'n uur aldus gewerk tot en met 8 uur en tweemaal daarna op so'n dag.

(3) Onderworpe aan die bepalings van artikel 18 van hierdie Ooreenkoms mag 'n werkgewer sy inrigting op enige openbare vakansiedag sluit, en as 'n werknemer, behalwe 'n vakleerling, nie op so'n openbare vakansiedag [behalwe vakansiedae waarna in subartikel (1) van hierdie artikel verwys word] werk nie, is hy nie tot besoldiging ten opsigte van die vakansiedag geregtig nie; met dien verstande dat 'n werkgewer wat van voorneme is om sy inrigting of 'n gedeelte daarvan op 'n openbare vakansiedag, behalwe dié waarna in subartikel (1) hiervan verwys word, te sluit, hy op 'n plek wat maklik toeganklik vir sy werknemers is en nie later as die dag voor die vakansiedag nie, 'n kennisgewing moet opplak waarin die tyd gemeld word waarin dit nie van die betrokke werknemers verwag sal word om te werk nie.

17. BEPALINGS IN SAKE OORTYDDIENS, BETALING DAARVOOR EN BETALING VIR WERK OP SONDAE.

(1) Die maksimum oortyddiens wat 'n werknemer mag doen, mag nie meer as 10 uur per week wees nie; met dien verstande dat dit van geen werknemer wat 'n vrou is, vereis kan word 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 sestig dae in 'n jaar;
- (d) na voltooiing van haar gewone werkure, vir meer as een uur op 'n dag, tensy sy—
 - (i) voor middag daarvan in kennis gestel is; of
 - (ii) sy van 'n behoorlike ete voorsien is voordat sy met die oortyddiens begin; of
 - (iii) sy betyds 'n minimum toelae van 1s. 6d. betaal is om haar in staat te stel om ete te verkry voordat die oortyddiens moet begin.

(2) As van 'n werknemer vereis word of hy toegelaat word om meer as die ure wat by artikel 29 van hierdie Ooreenkoms bepaal is, te werk, moet dié werk as oortydwerk beskou word en moet daarvoor teen onderstaande skale betaal word:—

- (a) As die oortyddiens tussen die ure 6 vm. en middernag op 'n week gewerk word, moet 'n werknemer teen 1½ maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.
- (b) As die oortyddiens tussen die ure middernag en 6 vm. op 'n week gewerk word, moet 'n werknemer teen tweemaal sy uurloon betaal word vir elke uur of gedeelte van 'n uur van die tyd aldus gewerk.

(3) Ingeval 'n werknemer [behalwe arbeiders en bediendes wat enigen van die pligte nakom wat in paragrawe (a) en (b) van die woordbepaling van „arbeider” genoem word], op 'n Sondag werk, moet hy soos volg betaal word:—

- (a) vir enige tydperk tot en met een uur se werk, minstens £1;
- (b) vir enige tydperk van langer as een uur, maar nie meer as twee uur nie, minstens £1. 10s.;
- (c) as meer as twee uur se werk gedoen word, minstens dubbel sy gewone dagloon; met dien verstande dat ten opsigte van tyd gewerk wat meer as agt uur is, hy daarbenewens dubbel sy uurloon moet ontvang vir elke uur of gedeelte van 'n uur gewerk wat meer as agt uur was;
- (d) wanneer 'n arbeider of bediende wat hoofsaaklik of uitsluitlik in diens is vir enigen van die werksaamhede in paragraaf (a) van die woordbepaling van „arbeider” genoem (behalwe die werk om motorvoertuie skoon te maak, en/of te poleer en/of af te stof, buitebande te

equipment, using hoists to raise and lower motor vehicles) works his normal shift on any Sunday, his employer shall pay him not less than one and one-third times his ordinary hourly rate of remuneration in respect of each hour or part of an hour thereof and double his ordinary hourly rate of remuneration for each hour or part of an hour thereafter;

- (e) whenever a labourer or service attendant performs work on a Sunday any duties specified in paragraph (b) of the definition of "labourer" he shall be paid not less than—
- for any period up to one hour, 5s. (five shilling);
 - for any period in excess of one hour, but not exceeding two hours, 7s. 6d. (seven shillings and sixpence);
 - if more than two hours work is performed, not less than double his ordinary daily wage, provided that in respect of any time worked in excess of eight hours he shall in addition receive double his hourly rate of wage for each hour or part of an hour worked in excess of such eight hours.

18. HOURS OF OPENING AND CLOSING.

(1) No employer shall open or keep or permit to be open, any motor saleroom and/or showroom, accessory shop or motor graveyard or office attached to any of these, and no employee shall in or from any motor saleroom or showroom, accessory shop or motor graveyard or office attached to any of these, sell or supply, except for use in his employer's workshop, any goods or merchandise—

- on any Sunday or public holiday;
 - earlier than 8 a.m. on any day;
 - later than 6 p.m. on Mondays to Fridays, inclusive;
 - later than 12 noon on Saturdays;
- provided that this sub-section shall not be deemed to prevent—
- the sale of petrol and oil; and
 - such tyres and tubes or such accessories or parts as are required in the case of emergency or breakdown to replace defective equipment necessary to enable a motorist to proceed.
- (2) No employer in the Industry shall, nor shall he cause or permit any employee to oil and grease or wash and polish any motor vehicle during the periods of prohibition created in sub-section (1) of this section, nor on New Year's Day, Good Friday, Dingaan's Day, Christmas Day, Boxing Day, or after 12 noon on Saturdays.

19. SHORT TIME AND TEMPORARY EMPLOYMENT.

- (1) Notwithstanding anything to the contrary in this Agreement and subject to the provisions of sub-sections (2) and (3) of this section, an employer may work his employees short time and pay such employees, instead of the weekly wage, the hourly rates for each hour or part of an hour worked.
- (2) Short time must be applied equally amongst the employees, and in no case shall it be applied in any one week in excess of one and one-half full working days, that is to say, 13½ hours.
- (3) Where short time is being worked in any establishment, an employee who on any day attends at the establishment on the instructions of the employer or his representative, shall be entitled to be employed for at least half a day on any such day or to receive a minimum of half a full day's pay in lieu thereof. Any employee who is not required to attend on any day must be informed prior to such day that his services will not be required, otherwise, if he attends, he shall be deemed to be attending on the instructions of the employer.
- (4) Where an employer finds it necessary to employ additional temporary employees, such additional temporary employees may be employed and paid at an hourly rate for each hour or part of an hour worked.
- (5) An apprentice may not be employed on short-time except with the approval of the Registrar of Apprenticeship.

20. TRAVELLING ALLOWANCE.

- (1) An employee who is required to work away from the establishment in which he is ordinarily employed shall be paid—
- at ordinary rates of wages whilst travelling, not exceeding, however, one day's pay in respect of every period of 24 consecutive hours;
 - whilst on the job at ordinary rates of wages for any portion of the work which is done during the normal hours of the establishment in which he is engaged, and overtime rates as laid down in section 17 for any portion of the work which is done outside of such normal hours;
 - five shillings per night for such nights as he is prevented by his work from returning to his home;
 - second-class return fare if he travels by train, and a refund of the cost of his meals and bed on the train;
 - a refund of board and lodging when on the job or travelling to and from the job;
 - 2s. 6d. per night in the case of a labourer and 5s. in the case of any other employee for such nights as he is prevented by his work from returning to his home.
- (2) Whenever any employee travels in any manner other than by train, the employer shall either provide the means of transport or make arrangements for it.

verf, uitrustung te versorg, hystoestelle te gebruik om motorvoertuie op te lig of te laat sak), sy gewone skof op 'n Sondag werk, moet sy werkgever hom minstens 1½ maal sy gewone uurloon betaal ten opsigte van elke uur of gedeelte van 'n uur daarvan en dubbel sy gewone uurloon vir elke uur of gedeelte van 'n uur daarna;

- (e) as 'n arbeider of bediende werk op 'n Sondag doen wat in paragraaf (b) van die woordbepaling van „arbeider” genoem word, moet hy minstens die volgende betaal word:—
- Vir enige tyd tot en met 'n uur, 5s. (vyf sjielings);
 - vir enige tyd wat meer as een uur is, maar nie meer as twee uur nie, 7s. 6d. (sewe sjielings en ses pen-nies);
 - as meer as twee uur se werk gedoen word, minstens dubbel sy gewone daagloon; met dien verstande dat hy daarbenewens ten opsigte van enige tyd van langer as agt uur dubbel sy uurloon betaal moet word vir elke uur of gedeelte van 'n uur wat oor dié agt uur gewerk is.

18. OPENINGS- EN SLUITINGSURE.

(1) Geen werkgever mag 'n motorverkoops- en/of vertoonkamer, toebehorewinkel of motorsloopplek of kantoor aan engeen hiervan verbonde, soos volg oopmaak, of oophou of toelaat dat dit oop is nie, en geen werknemer mag in of uit 'n motorverkoops- of vertoonkamer, toebehorewinkel of motorsloopplek of kantoor aan engeen hiervan verbonde, goedere of handelsware verkoop of lewer nie, behalwe vir gebruik in sy werkgever se werks-winkel—

- op Sondag, of openbare vakansiedag;
 - voor 8 v.m. op enige dag;
 - na 6 n.m. op Maandag tot en met Vrydag;
 - na 12-uur middag op Saterdag;
- met dien verstande dat dit nie beskou moet word dat hierdie subartikel ondervermelde verbied nie:—
- Die verkoop van petrol en olie; en
 - dié buite- en binnebande of dié toebehore of onderdele wat ingeval van nood of 'n defek nodig is om onklaargeraakte uitrustung te vervang ten einde 'n motoris in staat te stel om verder te reis.
- (2) Geen werkgever in die nywerheid kan gedurende die tyd-perke van verbod soos vasgestel kragtens subartikel (1) van hierdie artikel, nóg op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag, Kersdag, of na 12-uur middag op Saterdag enige motor-voertuig olie en smeer, of was, of poleer, nóg van enige werk-nemer vereis of hom toelaat om dit te doen nie.

19. KORTTYD EN TYDELIKE WERK.

- (1) 'n Werkgever mag, ondanks andersluidende bepalings in hierdie Ooreenkoms en onderworpe aan die bepalings van sub-artikels (2) en (3) van hierdie artikel, ys werknemers, korttyd laat werk en dié werknemers teen die uurloon vir elke uur of deel van 'n uur gewerk, in plaas van die weeklikse loon betaal.
- (2) Korttyd moet eweredig op alle werknemers toegepas word, en in geen geval mag dit in enige week vir meer as 1½ volle werkdag, d.w.s. 13½ uur, toegepas word nie.
- (3) Indien korttyd in enige inrigting gewerk word, is 'n werknemer, wat op 'n dag op las van die werkgever of sy verteenwoordiger by die inrigting opdaag, geregtig om vir minstens 'n halfdag op dié dag te werk gestel te word of om in plaas daarvan minstens 'n halfdag se loon te ontvang. Enige werknemer, van wie dit nie verlang word om op enige dag teenwoordig te wees nie, moet voor dié dag in kennis gestel word dat sy dienste nie nodig sal wees nie, anders word hy, as hy opdaag, beskou op las van die werkgever teenwoordig te wees.
- (4) Ingeval 'n werkgever dit nodig vind om addisionele tydelike werknemers in diens te neem, kan dié addisionele tydelike werknemers teen die uurloon vir elke uur of deel van 'n uur gewerk in diens geneem en betaal word.
- (5) Behalwe met die goedkeuring van die Registrateur van Vak-leerlinge, mag 'n vakleerling nie korttydwerk doen nie.

20. REISTOELAE.

- (1) 'n Werknemer van wie dit verlang word om elders te werk as in die inrigting waar hy in die gewone loop van sake in diens is, moet betaal word—
- teen gewone loonskale terwyl hy op reis is, dog nie meer as een dag se betaling ten opsigte van elke tydperk van 24 agtereenvolgende uur nie;
 - terwyl hy op die werk is, teen gewone loonskale vir enige deel van die werk wat gedurende die gewone werkure van die inrigting waarin hy werksaam is, gedoen word, en oortydskale soos vasgestel in artikel 17 vir enige deel van die werk wat buite die normale werkure gedoen is;
 - vyf sjielings per nag vir nagte wat hy deur sy werk verhoinder word om na sy huis terug te keer;
 - tweedeklas-retoerkaartjie as hy per trein reis en terug-betaling van die koste van sy maaltye en bed op die trein;
 - terugbetaling vir kos en inwoning terwyl hy op die werk is of op reis na en van die werk;
 - 2s. 6d. per nag in die geval van 'n arbeider en 5s. in die geval van enige ander werknemer as hy deur sy werk verhoinder word om terug te gaan huis toe.
- (2) Ingeval 'n werknemer op enige ander manier as per trein reis, moet die werkgever of die vervoermiddel verskaf of reëlings daarvoor tref.

21. OVERALL ALLOWANCE.

(1) Every employer shall pay weekly to all employees for whom wages are prescribed in this Agreement an overall allowance of one shilling and sixpence per week as specified in section 27 for each week worked, provided that if overalls are supplied free of charge by employer, or if overalls are not worn by employees, such allowance shall not be paid.

(2) Where overalls are supplied free of charge by employer, not less than two suits per annum shall be so supplied.

(3) Where an overall allowance in terms of sub-section (1) of this section is paid, the employer shall supply overalls to the employee at net cost.

(4) The allowance payable in terms of sub-section (1) hereof shall be paid at the same time as the employee's ordinary weekly earnings.

22. COST OF LIVING ALLOWANCE.

(1) In addition to the wages payable in terms of this Agreement or any contract of apprenticeship, every employer shall pay to each of his employees in respect of every week, a cost of living allowance as set out in this section.

(2) The cost of living allowance payable in terms of sub-section (1) hereof shall be—

(a) in the case of journeymen in Area A 36 per cent. on £6. 12s.;

(b) in the case of all other employees for whom remuneration is prescribed in this Agreement, in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time.

(3) The cost of living allowance payable to an employee in respect of any week may be reduced pro rata according to any period of absence from work without the employer's permission, unless such absence is due to illness or a disablement falling within the provisions of the Workmen's Compensation Act, in which event no deduction shall be made in respect of the first week of such absence.

(4) The cost of living allowance provided for in this section shall include any allowance payable to the employees concerned under War Measure No. 43 of 1942, as amended from time to time, or any superceding measure; provided that where the allowance prescribed in this Agreement is less than such measure payable to the employee concerned under the said War Measure it shall be increased so as to be equal to the allowance prescribed in such measure.

23. SUPPLY OF TOOLS.

(1) An employer shall provide each of his employees with a suitable locker for his tools.

(2) Every employer shall provide the following articles free of charge:—

Electric 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 cleansing greasy parts before re-assembling, hacksaw blades, 8-in. files and over, mechanics' cradles, goggles for welders, respirators for spray painters and labourers and service attendants engaged in under-carriage spraying, rubber gloves and rubber aprons or overalls for electricians or others engaged on continuous battery work and the handling of acids, trimmers' sewing machines, stud extractors, gum boots or block boots and leggings for employees engaged in washing cars, and such other tools as are customarily supplied by employers.

(3) Where any of the following articles are required in an establishment, the employer shall provide these free of charge:—

Drills of 3/4th inch and over, reamers of all sizes, screwing tackles, stocks and dies and taps; blow lamps, and spanner for 1-inch nuts and over, all special spanners, hammers of 3 lb. and over, Stillson wrenches over 12 inches, wringing irons, wheel and other pullers, large soldering irons, rivet sets, valve seat cutters, valve grinding compound, micrometers, hydrometers, and electrical testing and fault-finding apparatus and blacksmiths' tools, and wheel nut spanners for the use of service attendants and labourers.

(4) (a) An employer shall pay to each of his journeymen and/or fourth and fifth year apprentices who are required to supply their own tools in accordance with minimum tool list as referred to in sub-section (4) (c) of this section, in addition to normal remuneration, a tool allowance of 1s. 9d. per week in accordance with the rate specified in section 27 of this Agreement.

(b) The tool allowance shall be paid at the same time as the journeyman's weekly wages are paid and save as provided in sub-section (e) of this section, no employer shall require or permit any journeyman to repay him the whole or any portion of any tool 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 Council, of journeymen's tools to be provided, owned and used by each journeyman in his employ and in the course of his work, subject to such tools being procurable.

(d) In the event of such tools being lost, missing or otherwise not available for use by the journeyman in the course of his employer's business, the employee shall thereupon replace or renew or recondition such tools at his own expense.

21. TOELAES VIR OORPAKKE.

(1) Elke werkgever moet weekliks aan alle werknemers vir wie lone in hierdie Ooreenkoms vasgestel word, 'n oorpaktoelae van een shilling en ses pennies vir elke week gewerk, betaal, soos by artikel 27 bepaal; met dien verstande dat as oorpakke kosteloos deur die werkgever verskaf word, of as oorpakke nie deur werknemers gedra word nie, dié toelae nie betaal moet word nie.

(2) Ingeval oorpakke kosteloos deur die werkgever verskaf word, moet minstens twee pakke per jaar aldus verskaf word.

(3) Ingeval 'n oorpaktoelae kragtens subartikel (1) van hierdie artikel betaal word, moet die werkgever die oorpakke aan die werknemer teen netto koste verskaf.

(4) Die toelae wat kragtens subartikel (1) hiervan betaalbaar is, moet terselfdertyd as die werknemer se gewone weeklikse verdienste betaal word.

22. LEWENSKOSTETOELAE.

(1) Bo en behalwe die besoldiging wat ingevolge hierdie Ooreenkoms of vakleerlingskapkontrak betaalbaar is, moet elke werkgever aan elkeen van sy werknemers ten opsigte van 'n elke maand of week, al na die geval, die lewenskostetoelae betaal wat in hierdie artikel bepaal word.

(2) Die lewenskostetoelae wat ingevolge subartikel (1) hiervan betaalbaar is, is die volgende:—

(a) In die geval van vakmanne in die gebied A, 36 persent op £6. 12s.;

(b) in die geval van ander werknemers vir wie besoldigings in hierdie Ooreenkoms bepaal is, ooreenkomstig Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) Die lewenskostetoelae, aan 'n werknemer ten opsigte van 'n week betaalbaar, mag *pro rata* verminder word volgens enige tydperk van afwesigheid van werk sonder die werkgever se toestemming, tensy dié afwesigheid die gevolg is van siekte of 'n ongeskiktheid wat binne die bestek van die Ongevallewet val; in hierdie geval mag geen vermindering ten opsigte van die eerste week van so'n afwesigheid gemaak word nie.

(4) Die lewenskostetoelae wat in hierdie artikel voorgeskryf word, moet alle toelae insluit wat aan die betrokke werknemers ingevolge Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, verskuldig is, of enige maatreël wat dié vervang; met dien verstande dat as die toelae wat by hierdie Ooreenkoms voorgeskryf is, minder is as dié wat ingevolge genoemde Oorlogsmaatreël aan die betrokke werknemer betaalbaar is, moet dié groter gemaak word om gelyk te wees aan die toelae wat by die Oorlogsmaatreël voorgeskryf is.

23. VERSKAFFING VAN GEREEDSKAP.

(1) 'n Werkgever moet elkeen van sy werknemers van 'n geskikte toesluitkas voorsien.

(2) Werkgewers moet onderstaande kosteloos verskaf:—

Elektriese en/of lugdrukboormasjiene, banke en bank-skroewe, domkrante en bokke, amarilskywe, katrolle en hystoestelle of krane, ghriesspuitte of ander smeearparate, verlengingsligte met hoogstens een gloeilamp per maand, smeer- en sweetlappe, middels om vetterige dele mee skoon te maak voordat dit weer inmeekagesit word; lemme vir ystersae, vyle van 8 duim en langer, sleë vir werktuigkundiges, sweisbrille vir sweisers, asemhalingsmaskers vir spuitwerkers en arbeiders en bediendes in diens om onderstelle te spuitverf, rubberhandskoene en rubbervoorskote vir elektrisiëns of ander wat voortdurend aan batterye en met sure werk, naaimasjiene vir bekleërs, boutuithalers, rubberstewels of blokstewels en beenbekleding vir werknemers wat motors was en alle ander gereedskap wat gewoonlik deur werkgewers verskaf word.

(3) Indien die onderstaande artikels in 'n inrigting nodig is, moet die werkgever dit kosteloos aan die werknemers verskaf:—

Bore van 2-duim en groter, ruimers van alle groottes, skroef- en skroefsnijgereedskap, blaaslampe, sleutels vir moere van 1 duim en meer, alle spesiale skroefhamers, wieltrekkers, hamers van drie pond en groter, Stillsonmoerhamers groter as 12 duim, wringysters, groot soldeerboutte, klinknaelstelle, klepbeddingslypers, klepslyppasta, mikrometers, hidrometers en apparate wat gebruik word vir elektrotegniese toetse en om gebreke te bepaal, en grofsmidgereedskap.

(4) (a) 'n Werkgever moet aan elkeen van sy vakmanne en/of vierde- en vyfdejaarse vakleerlinge wat hul eie gereedskap moet verskaf, ooreenkomstig die minimum gereedskaplys waarna in subartikel 4 (c) van hierdie artikel verwys word, benewens sy gewone besoldiging 'n gereedskapstoelae van 1s. 9d. per week betaal, ooreenkomstig die skaal wat by artikel 27 van hierdie Ooreenkoms bepaal word.

(b) Die gereedskapstoelae moet terselfdertyd as die vakman se weekloon betaal word en behalwe soos bepaal by subartikel (e) van hierdie artikel, mag geen werkgever van 'n vakman vereis of hom toelaat dat hy hom die hele of 'n gedeelte van 'n gereedskapstoelae terugbetaal nie.

(c) Elke werkgever moet op 'n plek in sy inrigting wat maklik toeganklik vir sy werknemers is, 'n kennisgewing laat opplak wat deur die Raad goedgekeur is en wat 'n lys toon van vakmansgereedskap wat verskaf moet word en die eindom moet wees van en gebruik word deur elke vakman in sy diens en in die loop van sy werk, mits dié gereedskap verkrygbaar is.

(d) Ingeval dié gereedskap verlore raak, vermis word of andersins nie deur die betrokke vakman in die loop van sy werk beskikbaar is nie, moet die betrokke werknemer daarna sulke gereedskap op eie koste vervang, hernu of vernu.

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

(f) Should any journeyman entitled to a tool allowance, during any week work for less than 24 hours, he may be paid a pro rata share of the prescribed allowance.

(g) Tools for battery mechanics will be supplied by employer.

(h) 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 free of charge.

24. 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 under any circumstances—

(a) solicit or take orders for or undertake work in the Motor Industry other than for his employer;

(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.

25. PIECE-WORK, FLAT-RATE WORK.

(1) Piece-work or flat-rate work may not be given out or performed unless with the prior consent of the Council.

(2) Whenever piece-work or flat-rate work is performed, an employee so employed shall be paid the full amount earned by him under the piece-work rates agreed to between him 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.

(3) Apprentices shall not on any account be employed on piece-work or flat-rate work.

26. DIFFERENTIAL RATES OF WAGES.

Where any employee on any day performs work usually performed by another class of employee for whom wages are provided in this Agreement in excess of the wages which such former employee ordinarily receives, he shall be paid wages calculated at the hourly rate and earnings for any overtime worked, at the higher scale of wages for the whole day during which such work is performed.

27. WAGES.

No employer shall pay to any employee, and no employee shall accept in respect of any of the classes of employee specified hereunder, wages and/or earnings lower than those stated against such classes in respect of each of the areas indicated, namely:—

(a) Workshop Employees.

	Wages, per Hour.			All Areas, Allowances, per Week.	
	Area A. s. d.	Area B. s. d.	Area C. s. d.	Overall. s. d.	Tool. s. d.
(i) Journeymen (in all establishments).....	3 3	2 6	2 0	1 6	1 9
(ii) Battery Mechanic.....	2 4	2 1	1 7	1 6	—
(iii) Motor Vehicle Stripper (during first three months of experience).....	1 10	1 7	1 4	1 6	1 9
Motor Vehicle Stripper, thereafter.....	2 1	1 10	1 7	1 6	1 9
New Motor Vehicle Assembler.....	1 7	1 4	1 4	1 6	1 9
Seamstress.....	1 10	1 7	1 7	1 6	—
Juveniles employed in trades designated under the Apprenticeship Act, during pre-Apprenticeship period	Wages as prescribed for first year of Apprenticeship for the trade concerned.				

Apprentices.—Wages at the following rates are payable weekly to apprentices during the years specified, while serving their apprenticeship:—

	Wages per Week.			All Areas Allowances, per Week.	
	Area A. s. d.	Area B. s. d.	Area C. s. d.	Overall. s. d.	Tool. s. d.
First year.....	26 6	19 3	—	1 6	—
Second year.....	33 0	23 9	—	1 6	—
Third year.....	44 3	32 0	—	1 6	—
Fourth year.....	59 6	43 0	—	1 6	1 9
Fifth year.....	79 6	57 6	—	1 6	1 9

(b) Service Attendants and Labourers in all Establishments.

Service Attendants.....	1 0	0 8	0 8	1 6	—
Labourers.....	0 10½	0 6½	0 6	1 6	—

(c) Watchmen in all Establishments.

0 10½	0 6	0 6	1 6	—
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(d) An employee shall be deemed to be in that class in which he is wholly or mainly employed.

(e) As 'n vakman versuim om die gereedskap te vervang, te hernu of te vernu, het die werkgewer die reg om betaling van die gereedskapstoelae wat by paragraaf (a) van hierdie subartikel bepaal word, te staak tot tyd en wyl die betrokke vakman aan die vereistes van paragraaf (d) hiervan voldoen het.

(f) As 'n vakman wat tot 'n gereedskapstoelae geregtig is, minder as 24 uur in 'n week werk, mag aan hom 'n pro rata gedeelte van die voorgeskrywe toelae betaal word.

(g) Gereedskap vir batterywerktuigkundiges sal deur die werkgewer verskaf word.

(h) Ingeval 'n werknemer wat herhalingswerk doen waarby groot hoeveelhede bore en vyle of dergelike breekbare gereedskap nodig is, moet dit kosteloos deur die werkgewer verskaf word.

24. BUITEWERK.

(1) Geen werkgewer mag vereis of toelaat dat enigeen van sy werknemers werk in die motornywerheid elders as in sy inrigting onderneem nie, behalwe wanneer dié werk verrig word ter uitvoering of voltooiing van 'n bestelling wat by daardie werkgewer geplaas is.

(2) 'n Werknemer mag hoegenaamd geen—

(a) werk in die motornywerheid vir wins of andersins, behalwe vir sy werkgewer, solisiteer, bestellings daarvoor neem of dit onderneem nie;

(b) op eie rekening of namens enige ander persoon of firma behalwe sy werkgewer, handel in motorvoertuie of toebehore dryf nie.

25. STUKWERK OF WERK TEEN UNIFORME TARIEF.

(1) Stukwerk of werk teen 'n uniforme tarief mag nie uitgegee of verrig word nie, tensy daartoe eers goedkeuring van die betrokke Raad verkry word.

(2) As stukwerk of werk teen 'n uniforme tarief onderneem word, moet 'n werknemer wat aldus werk, die volle bedrag deur hom verdien volgens die stukwerkskaal, waarvoor tussen hom en sy werkgewer ooreengekom is, betaal word; met dien verstande egter dat geen werknemer minder betaal mag word as die bedrag wat hy sou verdien het as hy vir die tydperk wat dit geneem het om die betrokke werk te verrig, op 'n tydlon-basis sou gewerk het nie.

(3) Vakleerlinge mag in geen geval op stukwerk of werk teen 'n uniforme tarief in diens geneem word nie.

26. DIFFERENSIËLE LOONSKALE.

Ingeval 'n werknemer op 'n dag werk doen wat gewoonlik deur 'n ander klas werknemer gedoen word vir wie hoër lone in hierdie Ooreenkoms voorgeskryf word as dié wat die genoemde vorige werknemer gewoonlik ontvang, moet hy lone betaal word wat bereken word teen die uurskaal en -verdienste vir enige oortydwerk gedoen, teen die hoër loonskaal vir die hele dag waarin dié werk gedoen word.

27. LONE.

Geen werkgewer mag lone en/of verdienste wat laer is as dié teenoor die klasse werknemers ten opsigte van elkeen van die aangeduide gebiede aantoon, aan 'n werknemer van enigeen van die klasse werk hieronder genoem, betaal of deur 'n werknemer aangeneem word nie:—

(a) Werkswinkelwerknemers.

	Lone per uur.			Alle gebiede. Toelae per week.	
	Gebied A. s. d.	Gebied B. s. d.	Gebied C. s. d.	Oor-pakke. s. d.	Gereed-skap. s. d.
(i) Vakman (in alle inrigtings)	3 3	2 6	2 0	1 6	1 9
(ii) Batterywerktuigkundige	2 4	2 1	1 7	1 6	—
(iii) Motorvoertuigaf-takelaar—					
Gedurende eerste drie maande ervaring....	1 10	1 7	1 4	1 6	1 9
Daarna.....	2 1	1 10	1 7	1 6	1 9
Nuwe motorvoertuimonte-ur.....	1 7	1 4	1 4	1 6	1 9
Naaister.....	1 10	1 7	1 7	1 6	—
Jeugdiges in diens in nywer-hede aangewys by die Wet op Vakleerlinge, gedurende voorleertyd	Lone soos voorgeskryf vir eerste leerjaar vir betrokke nywerheid.				

Vakleerlinge.—Lone is weekliks teen ondergenoemde tariewe betaalbaar aan vakleerlinge in die genoemde jare terwyl hulle hul vakleerlingskap dien:—

	Lone per week.			Toelae, alle gebiede.	
	Gebied A. s. d.	Gebied B. s. d.	Gebied C. s. d.	Oor-pakke. s. d.	Gereed-skap. s. d.
Eerste jaar.....	26 6	19 3	—	1 6	—
Tweede jaar.....	33 0	23 9	—	1 6	—
Derde jaar.....	44 3	32 0	—	1 6	1 9
Vierde jaar.....	59 6	43 0	—	1 6	1 9
Vyfde jaar.....	79 6	57 6	—	1 6	1 9

(b) Bediendes en arbeiders in alle inrigtings.

Bediendes.....	1 0	0 8	0 8	1 6	—
Arbeiders.....	0 10½	0 6½	0 6	1 6	—

(c) Wagte vir alle inrigtings.

0 10½	0 6	0 6	1 6	—
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(d) Dit word beskou dat 'n werknemer in dié klas is waarin hy geheel en al of hoofsaaklik in diens is.

- (e) In the event of an employee not falling within the purview of journeyman as defined in section 3 of this Agreement being employed on work normally regarded as journeyman's work, his employer shall pay him remuneration and observe the conditions which he would have had to pay or observe had such employee in fact been a journeyman in terms of the said definition and the employer shall continue to pay such remuneration and observe such conditions whilst the employee is so employed.

28. RATIO.

Motor Vehicle Strippers.

At least 4 journeymen shall be employed by an employer before any motor vehicle stripper may be employed by him and one additional motor vehicle stripper may be employed for every additional four journeymen employed by him.

29. HOURS OF WORK.

(1) Save as otherwise provided for in this Agreement, no employer shall require or permit an employee—

- (a) to work for more than 46¹/₂ hours, excluding meal breaks, in any one week;
- (b) to work for more than 8 hours, excluding meal breaks, on any one day, provided that in any establishment—
 - (i) where on one day in every week the ordinary hours of work are not more than 5, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
 - (ii) employees who do not ordinarily work on more than 5 days in the week, may on any work day be required or permitted to work for an additional period not exceeding 1¹/₂ hours;
- (c) to work for a continuous period of more than 5 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;
- (d) who is a female to work—
 - (i) between 6 o'clock p.m. and 8 o'clock a.m.;
 - (ii) after 1 o'clock on more than five days in any week.

(2) It shall be permissible for any employer to arrange different starting and finishing times on any day in respect of service attendants and labourers provided that 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.

(3) Every employee, for whom wages are prescribed in this Agreement, shall be entitled to a rest interval of not less than five minutes nor more than ten minutes at as nearly as practicable the middle of each morning and afternoon work period and such interval shall, for the purpose of calculating remuneration, be reckoned as part of the ordinary working hours.

(4) Notwithstanding anything to the contrary elsewhere contained in this Agreement it shall be permissible, wherever in any parking garage a night parking service is conducted, to employ labourers or service attendants during the hours of 6 p.m. on any day and 8 a.m. on the next day for the purpose of night parking services only, for a maximum of seven hours per night on seven successive nights.

(5) Wherever a labourer or service attendant is employed on night parking services, he shall be paid by the employer not less than one week's wages as laid down in section 27 of this Agreement for the first 46 hours of his employment in any such week and for any hours worked in excess of 46 hours in any seven days, such labourer or service attendant shall be paid not less than 1¹/₂ times his ordinary rate of remuneration.

(6) The normal hours of work of an employee whose wages are laid down in section 27 of this Agreement shall be those prescribed in sub-section (1) of this section, and shall be worked between the hours of 8 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays and Fridays and between 8 a.m. and 12 noon on Saturdays.

30. SPECIAL PROVISIONS RELATING TO WATCHMEN.

(1) Where any watchman is required to work in excess of 46 hours in any one week, such watchman shall be paid at the rate of time and one-half of his hourly rate for any hour or part thereof, provided that the total period of employment of a watchman shall not exceed 84 hours per week.

- (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 provisions for the warmth of such an employee.

31. LETTING AND SUBLETTING OF PREMISES.

(1) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Motor Industry to be let or sublet or occupied by, any person for the purpose of such person engaging in any work connected with the Motor Industry without obtaining the prior consent of the Council.

- (e) Ingeval 'n werknemer wat nie onder die klas „vakman”, soos in artikel 3 van hierdie Ooreenkoms omskryf, ressorteer nie, werk doen wat gewoonlik as vakmanswerk beskou word, moet sy werkgever hom 'n loon betaal en dié voorwaardes nakom wat hy sou moes betaal of nagekom het as dié werknemer werklik ingevolge die betrokke woord-bepaling 'n vakman was en die werkgever moet voortgaan om dié verdienste te betaal en dié voorwaardes na te kom terwyl die werknemer aldus werk.

28. GETALLEVERHOUDING.

Motorvoertuigaftakelaars.

Minstens vier vakmanne moet deur 'n werkgever in diens geneem word voordat 'n motorvoertuigaftakelaar deur hom in diens geneem mag word en een ekstra motorvoertuigaftakelaar mag in diens geneem word vir elke ekstra vier vakmanne deur hom in diens geneem.

29 WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms mag geen werkgever vereis of toelaat dat 'n werknemer—

- (a) vir meer as 46 uur, met uitsondering van etenstye, gedurende 'n week werk nie;
- (b) vir meer as 8 uur, met uitsondering van etenstye, op 'n dag werk nie; met dien verstande dat in enige inrigting waarin—
 - (i) dié gewone werkure op een dag per week hoogstens 5 is, 'n werknemer aangesê of toegelaat kan word om vir 'n bykomende tydperk van hoogstens 'n halfuur op elkeen van die orige dae van die week te werk; of
 - (ii) dié werknemers nie gewoonlik op meer as 5 dae per week werk nie, 'n werknemer op enige werkdag aangesê of toegelaat kan word om vir 'n bykomende tydperk van hoogstens 1¹/₂ uur te werk;
- (c) vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke tussenposes van minstens een uur werk nie; met dien verstande dat vir die toepassing van hierdie paragraaf werkydperke onderbreek deur tussenposes van minder as een uur as aaneenlopend beskou word; of
- (d) wat 'n vrou is; werk—
 - (i) tussen 6-uur nm. en 8-uur vm. nie;
 - (ii) na 1-uur op meer as vyf dae in 'n week nie.

(2) 'n Werkgever word toegelaat om verskillende begin- en sluitingsure op 'n dag ten opsigte van bediendes en arbeiders te reël; met dien verstande dat sulke begin- en sluitingstye op 'n dag nie tesame tussenpose van meer as 45 minute in 'n inrigting oorskry nie.

(3) Elke werknemer, vir wie lone in hierdie Ooreenkoms voorgeskryf word, is geregtig tot 'n ruspouse van minstens vyf minute en hoogstens tien minute in, vir sover moontlik, die middel van elke oggend- en agtermiddagwerkskof en sulke pouses moet, vir dié doeleindes van loonberekening, as deel van dié gewone werkure beskou word.

(4) Nieteenstaande andersluidende bepalings elders in hierdie Ooreenkoms, is dié toelaatbaar, ingeval daar 'n nagparkeerdienst in 'n parkeergarage in werking is, om arbeiders of bediendes gedurende dié ure 6 nm. op enige dag en 8 vm. dié volgende dag, slegs vir dié doel van nagparkering, tot hoogstens sewe uur per nag op sewe agtereenvolgende nagte in diens te hê.

(5) Ingeval 'n arbeider of bediende op nagparkeerdienst is, moet hy deur dié werkgevers, minstens een week se loon, soos by artikel 27 van hierdie Ooreenkoms bepaal, vir dié eerste 46 uur diens in enige sodanige week betaal word en vir alle ure oor 46 in enige sewe dae gewerk, moet dié arbeider of bediende minstens 1¹/₂ maal sy gewone loon betaal word.

(6) Dié gewone werkure van 'n werknemer wie se loon by artikel 27 van hierdie Ooreenkoms bepaal is, is dié wat by sub-artikel (1) van hierdie artikel voorgeskryf is, en dit moet op Maandae, Dinsdae, Woensdae, Donderdae en Vrydae tussen 8 vm. en 6 nm. gewerk word, en op Saterdag tussen 8 vm. en 12-uur middag.

30. SPESIALE BEPALINGS BETREFFENDE WAGTE.

(1) Ingeval dié van 'n wag vereis word om meer as 46 uur in 'n week te werk, moet dié wag teen 1¹/₂ maal sy uurloon betaal word vir elke uur of gedeelte van 'n uur daarvan; met dien verstande dat dié totale dienstdag van 'n wag nie meer as 84 uur per week mag wees nie.

- (2) Elke werkgever moet elke wag voorsien van—
 - (a) 'n geskikte stok of knopkierie vir dié beskerming van dié werknemer;
 - (b) 'n polisiefluitjie;
 - (c) geskikte middels om dié werknemer warm te hou.

31. VERHUUR OF ONDERVERHUUR VAN PERSELE.

(1) Geen werkgever mag 'n gedeelte van dié persele wat hy okkupeer waarin hy werk in dié motornywerheid verrig of verrig het, verhuur of onderverhuur aan of laat okkupeer deur enige iemand met dié doel dat dié persoon daarin werk in verband met dié motornywerheid verrig, sonder dat dié toestemming van dié Raad vooraf verkry is nie.

(2) Wherever at the date of coming into operation of this Agreement any employer has so sublet any portion of the premises occupied by him to any other person engaging in the Motor Industry, such employer shall notify the Council within 30 days, making application for the Council's consent.

(3) The consent of the Council may be given or withheld at its discretion.

32. TERMINATION OF EMPLOYMENT.

An employee for whom wages are prescribed in this Agreement shall be required to give one clear working day's notice to terminate his engagement with an employer and every employer shall be required to give like notice of dismissal to an employee provided that—

- an employer may pay to an employee, in cash, the equivalent of the amount that would have been payable to such employee had he worked his period of notice;
- the right of the employer or employee to terminate employment without such notice for any good cause recognised by law as sufficient, is not hereby affected;
- no employer shall employ any person under the age of fifteen years in the Motor Industry.

33. CERTIFICATE OF SERVICE.

(a) An employer shall, when requested by an employee, upon 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.

(b) Where, in this Agreement, the wage of any employee is determined by length of service it shall be incumbent on the employee to produce a certificate of service to his new employer on change of employment in order to become entitled to such remuneration prescribed for length of service.

34. 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 any period during which, in accordance with the requirements of his employer, he is present upon or in any establishment;
- during any other period during which he is present upon or in any such establishment;
- during any period which he is in charge of any vehicle used in the Industry, whether or not it is being driven;
- 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
- during the whole of any interval in his work if the duration of the whole of such interval is not shown in the records required to be kept in terms of section 10 of this Agreement;

provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in sub-sections (b), (c), (d) and (e), the presumption provided for in this sub-section shall not apply in respect of such employee with reference to that portion of such period.

35. CAPE MOTOR INDUSTRY SICK BENEFIT FUND.

Sub-section (1).

Establishment of Fund.

There is established a fund, which shall be known as the Cape Motor Industry Sick Benefit Fund, hereinafter referred to as "the fund".

Sub-section (2).

Object of the Fund.

The object of the fund shall be the provision of medical benefits to journeymen and their dependants during periods of illness.

Sub-section (3).

Definitions.

"Contributions" means the amount payable in terms of section 35, sub-section (7) (a) of this Agreement.

"Dependant" means, subject to their registration with the fund in the manner prescribed in section 35, sub-section (5) (1) (2) of this Agreement—

- a member's wife;
- a member's children (including legally adopted children) and/or step-children, who are under the age of 18 years, and who are wholly dependent on the member;

(2) As 'n werkgewer op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n gedeelte van die persele wat deur hom geokkupeer word, aldus aan enigiemand anders onderverhuur het wat aan die motornywerheid verbonde is, moet die werkgewer die Raad binne 30 dae daarvan in kennis stel en aansoek om die Raad se toestemming doen.

(3) Die toestemming van die Raad kan na goeë dunske verleen of weerhou word.

32. DIENSBEÏNDIGING.

Van 'n werknemer vir wie lone in hierdie Ooreenkoms voorgeskryf word, word dit vereis dat hy 'n volle werkdag kennis gee om sy diens met 'n werkgewer te beëindig, en van elke werkgewer word dit vereis om dieselfde kennis van afdanking aan die werknemer te gee; met dien verstande dat—

- 'n werkgewer aan 'n werknemer in kontant die bedrag moet betaal wat gelyk is aan dié wat aan die werknemer betaalbaar sou gewees het as hy sy diensopseggingstyd gewerk het;
- die reg van die werkgewer of werknemer om diens sonder kennisgewing om 'n goeie rede te beëindig wat wettig as voldoende beskou word, nie hierby geraak word nie.
- Geen werkgewer mag iemand onder die ouderdom van vyftien jaar in diens in die motornywerheid hê nie.

33. DIENSSERTIFIKATE.

(a) As 'n werkgewer deur 'n werknemer ten tyde van sy diensbeëindiging daarom versoek word, moet die werkgewer die werknemer voorsien van 'n sertifikaat van diens waarin die name van werkgewer en werknemer voluit aangetoon word, die aard van die diens, die datums waarop die kontrak 'n aanvang geneem en geëindig het.

(b) Ingeval die loon van 'n werknemer in hierdie Ooreenkoms volgens diens tyd bepaal word, word dit van die werknemer verwag om 'n dienssertifikaat aan sy nuwe werkgewer by sy diensverandering voor te lê ten einde geregtig te wees tot die besoldiging wat vir duur van diens voorgeskryf word.

34. VERONDERSTELLING.

Dit word beskou dat 'n werknemer in diens van 'n werkgewer is, benewens die tye wat hy werklik in sy diens werk—

- gedurende tye wanneer hy, ingevolge die vereistes van sy werkgewer, op of in 'n inrigting aanwesig is;
- gedurende enige ander tyd wanneer hy op of in 'n inrigting aanwesig is;
- gedurende tye wanneer hy toesig het oor 'n voertuig wat in die nywerheid gebruik word, hetsy dit bestuur word of nie;
- gedurende 'n hele pouse in sy werk as hy nie verlof het om die perseel van sy werkgewer vir die hele pouse te verlaat nie; of
- gedurende 'n hele pouse in sy werk as die duur van die pouse nie aangetoon word in die registers wat ingevolge artikel 10 van hierdie Ooreenkoms bygehou moet word nie;

met dien verstande dat as daar bewys word gedurende watter gedeelte van so'n tydperk genoem in paragrawe (b), (c), (d) of (e) die werknemer werklik in diens van die werkgewer gewerk het, die veronderstelling soos in hierdie subartikel bepaal, nie ten opsigte van dié werknemer met betrekking tot daardie tyd van toepassing is nie.

35. SIEKTEBYSTANDSFONDS VIR DIE KAAPSE MOTORNYYWERHEID.

Subartikel (1).

Instelling van fonds.

'n Fonds word ingestel wat bekend staan as die „Siektebystandsfonds vir die Kaapse Motornywerheid”, hierna „die fonds” genoem.

Subartikel (2).

Doel van die fonds.

Die doelstelling van die fonds is om geneeskundige voordele aan vakmanne en hul afhanklikes gedurende tye van siekte te verskaf.

Subartikel (3).

Woordbepaling.

„Bydraes” beteken die bedrag betaalbaar ingevolge artikel 35, subartikel (7) (a), van hierdie Ooreenkoms.

„Afhanklike” beteken, onderworpe aan hul registrasie by die fonds op die wyse wat by artikel 35, subartikel (5) (1) (2), van hierdie Ooreenkoms voorgeskryf word—

- 'n lid se vrou;
- 'n lid se kinders (met inbegrip van wettig aangenome kinders) en/of stiefkinders, wat onder 18 jaar is en geheel en al van die lid afhanklik;

(c) any other person who, in the opinion of the Management Board is wholly dependent on a member; provided that such dependant—

- (i) normally resides with the member concerned;
- (ii) satisfies the Management Board as to the state of his good health.

"Fund" means the Cape Motor Industry Sick Benefit Fund established by section 35, sub-section (1), of this Agreement.

"Management Board" or "Board" means the committee appointed to administer the fund in accordance with section 35, sub-section (12), of this Agreement, and shall consist of two employer and two employee representatives appointed by the Council from time to time who shall from among them at an initial meeting elect a chairman and vice-chairman.

"Medical attention" means all appropriate and necessary medical services other than those involving the application of special skill and experience of a degree or kind which general practitioners as a class cannot reasonably be expected to possess.

"Medical officer" means a general practitioner to render medical and surgical service to members.

"Member" means a journeyman employee of the Motor Industry (Cape) who is contributing to this fund in Areas A, B and C, who has registered with the fund and to whom a membership card has been issued.

"Secretary" means the person appointed by the Council and Management Board to keep such books as may be required for the proper functioning of the fund, to summon and convene meetings, record minutes, receive cheques and moneys paid into the fund, to pay all claims and to perform such further duties as the Board may from time to time determine.

Sub-section (4).

Membership.

(1) Every journeyman for whom wages are prescribed in this Agreement shall complete within one month of the date of this Agreement comes into operation, or within one month of his entry or re-entry into the Motor Industry, whichever is the latter, the form prescribed in Annexure D to this Agreement, and shall, if required by the Management Board, produce his marriage certificate (if married), birth certificates of himself and of his children (if any). Until such form has been completed no benefits will be payable.

(2) Any member who leaves the Industry with the intention of severing his connection with the Industry (the decision of the Management Board on this point being final provided it shall have granted the member a hearing) shall forfeit all claims to the fund and, if he re-enters the Industry, must again qualify for benefits by contribution to the fund for twelve (12) successive weeks; provided that a member who becomes unemployed shall be entitled to the benefits prescribed in section 35, sub-section (8) (a) (b) of this Agreement, for two weeks in respect of each 52 contributions paid by him to the fund or until such time as he obtains employment in the Industry, whichever is the shorter period.

If a member has not obtained employment in the Industry by the time he has exhausted the benefits due to him, his membership shall automatically be terminated.

(3) A member who is precluded by any cause whatsoever from returning to his normal work after having received benefits over a consecutive period of twenty-six (26) weeks shall cease to be entitled to any benefits of any description as prescribed in this section.

(4) An employee shall not assign, transfer, cede, pledge or hypothecate any benefits due to him under the fund, and in the event of an employee attempting to assign, transfer, cede, pledge or hypothecate his rights payment of the same may be withheld, suspended or entirely discontinued if the Management Board so determine.

Notwithstanding the foregoing, the Management Board shall have the power to pay any further benefits it may deem fit to any such member, entirely in its discretion.

Sub-section (5).

Registration of Dependents.

(1) Members shall make application for the registration of dependants on the form prescribed in Annexure D and furnish such information relating to dependants by the Management Board from time to time, and shall produce such supporting evidence (marriage certificate, birth certificate, etc.) as the Board may require.

(2) Members shall forward to the Secretary within 30 days happening of the event information in respect of—

- (a) the marriage of a member—marriage certificate;
- (b) the birth of a child to—birth certificate, or the legal adoption of a child by a member—documents referring thereto, or dependant;
- (c) the attainment of 18 years of age, the marriage or the death of a dependant;
- (d) a change of address (business and residential).

(c) enige ander persoon wat, na die mening van die Bestuursraad, geheel en al van 'n lid afhanklik is; met dien verstande dat dié afhanklike—

- (i) gewoonlik by die betrokke lid inwoon;
- (ii) die Bestuursraad tevredestel ten opsigte van sy gesondheid.

"Fonds" beteken die Siektebystandsfonds vir die Kaapse Motornywerheid, ingestel by artikel 35, subartikel (1), van hierdie Ooreenkoms.

"Bestuursraad" of "Raad" beteken die Komitee wat ingevolge artikel 35, subartikel (12), van hierdie Ooreenkoms aangestel word om die fonds te bestuur, en bestaan uit twee werkgewer- en twee werknemerverteenwoordigers, van tyd tot tyd deur die Raad aangestel, wat by hul eerste vergadering 'n voorsitter en 'n ondervoorsitter uit hul lede moet aanstel.

"Mediese behandeling" beteken alle toepaslike en nodige geneeskundige dienste, behalwe dié wat die toepassing van spesiale bedrewenheid en ervaring vereis van 'n graad of aard wat nie redelik van algemene praktisyns as 'n klas verwag kan word nie.

"Mediese beampte" beteken 'n algemene praktisyn wat geneeskundige en chirurgiese dienste aan lede lewer.

"Lid" beteken 'n vakman-werknemer van die Motornywerheid (Kaap) wat tot hierdie fonds in gebiede A, B en C bydra, wat by die fonds geregistreer is en aan wie 'n lidmaatskapkaart uitgereik is.

"Sekretaris" beteken die persoon deur die Raad en Beheerraad aangestel om die boeke by te hou wat vir die behoorlike werking van die fonds nodig mag wees, om vergaderings byeen te roep en te belê, om notule op te stel, om tjeks en geld te ontvang wat in die fonds inbetaal word, om alle eise uit te betaal en, verder, om dié pligte uit te voer wat die Raad van tyd tot tyd mag bepaal.

Subartikel (4).

Lidmaatskap.

(1) Elke vakman vir wie lone in hierdie Ooreenkoms voorgeskryf word, moet binne een maand van die datum waarop hierdie Ooreenkoms in werking tree, of binne een maand van sy toetreding of hertoetreding tot die Motornywerheid, watter een ook al die jongste is, dié vorm wat in aanhangsel D van hierdie Ooreenkoms voorgeskryf word, invul, en moet, indien hy deur die Beheerraad versoek word, sy huweliksertifikaat (as hy getroud is) voorlê, asook geboortesertifikate van homself en van sy kinders (as hy kinders het). Geen bystand word uitbetaal voordat hierdie vorm ingevul is nie.

(2) 'n Lid wat die nywerheid verlaat met die doel om sy verband met die nywerheid te verbreek (die beslissing van die Beheerraad op hierdie punt is beslissend; met dien verstande dat hy die lid moet hoor), verbeur alle eise op die fonds en, as hy weer tot die nywerheid toetree, moet hy weer vir bystand kwalifiseer deur twaalf (12) agtereenvolgende weke tot die fonds by te dra; met dien verstande dat 'n lid wat werkloos word, geregtig is tot die voordele wat by artikel 35, subartikel (8) (a) van hierdie Ooreenkoms voorgeskryf word, vir twee weke ten opsigte van elke 52 bydraes wat deur hom aan die fonds betaal word, of tot tyd en wyl hy werk in die nywerheid kry, watter tydperk ook al die kortste is.

As 'n lid nie werk in die nywerheid gekry het teen die tyd wat hy die bystand uitgeput het wat aan hom verskuldig is nie, word sy lidmaatskap outomaties beëindig.

(3) 'n Lid wat om watter rede ook al verhoor word om sy gewone werk te hervat nadat hy bystand oor 'n tydperk van ses-en-twintig (26) agtereenvolgende weke ontvang het, is nie langer daartoe geregtig om bystand van watter aard ook al, soos in hierdie artikel voorgeskryf, te ontvang nie.

(4) 'n Lid mag nie die bystand wat kragtens die fonds aan hom verskuldig is, toewys, oordra, seeder, verpand of verhipotekeer nie, en ingeval 'n werknemer probeer om sy regte toe te wys, oor te dra, te seeder, te verpand of te verhipotekeer, kan die betaling daarvan weerhou, opgeskort of geheel en al gestaak word as die Beheerraad so besluit.

Nieteenstaande die voorgaande, het die Beheerraad die bevoegdheid om verdere bystand, wat hy goedgevind, aan enige sodanige lid, geheel na goeddunke, te betaal.

Subartikel (5).

Registrasie van afhanklikes.

(1) Lede moet aansoek om registrasie van afhanklikes doen op die vorm wat in Aanhangsel D voorgeskryf word, en dié inligting betreffende afhanklikes aan die Beheerraad van tyd tot tyd voorlê asook dié bevestigende getuienis (huweliksertifikate, geboortesertifikate, ens.) wat die Raad mag vereis.

(2) Binne dertig dae van enigeen van die ondergenoemde gebeurtenisse moet lede inligting daaromtrent aan die sekretaris stuur:—

- (a) die huwelik van 'n lid—huweliksertifikaat;
- (b) geboorte van 'n kind—geboortesertifikaat; of die wettige aanname van 'n kind deur 'n lid—desbetreffende dokumente, of afhanklike;
- (c) die bereiking van die ouderdom van 18 jaar, die huwelik of die dood van 'n afhanklike;
- (d) verandering van adres, besigheids- en woonadres.

Sub-section (6).
Membership Cards.

(1) A card shall be issued to every member as evidence that he has been registered as a member, which card is not transferable.

(2) Membership cards shall remain the property of the fund at all times and shall be surrendered to the fund on termination of membership.

Sub-section (7).
Contributions.

The fund shall be maintained by contributions from employers and employee in the following manner:—

(a) On the first pay day after this Agreement comes into operation and on each pay day thereafter, each journeyman and each employer in respect of each of his journeymen shall contribute an amount per week in accordance with the following table:—

Areas.	Weekly Contributions.	
	Journeymen.	Employers.
A, B and C	3s.	1s.

(b) The employer shall deduct the journeymen's contributions from their weekly wages, and shall forward the total amount so deducted, together with his own contributions, to the Secretary of the Council, P.O. Box 1946, Cape Town.

(c) The total amount of the contributions referred to in the preceding paragraph shall be entered on the form prescribed in Annexure B to this Agreement, and shall be forwarded not later than the tenth day of the month following that to which the contributions refer.

Sub-section (8).
Benefits.

Members of the fund residing within Areas A, B and C who have paid contributions for twelve (12) successive weeks shall be entitled to—

- (a) free medical attention for himself and his dependants including the cost of anaesthetic fees and certain surgical treatment approved of by the Management Board, but excluding the cost of X-ray examinations, specialists' fees, and the treatment of venereal diseases;
- (b) free medicines, drugs, ointments and lotions for himself and his dependants when supplied on the authority of a prescription signed by a medical officer;
- (c) the payment of the members' hospital or nursing home expenses up to an amount of £10 in any one year's cycle;
- (d) a maternity grant of £5. 5s. will be made to a member whose wife has been confined, upon production of a receipt from a qualified midwife or doctor.

All benefits cease for the wife three months prior to confinement, and resume six weeks after confinement.

(e) The members and/or his dependants shall attend at the medical officer's consulting rooms at the hours specified by such medical officer, provided that members and/or his dependants who are unable to move without risk of aggravating their sickness or incapacity shall be entitled to home treatment and provided that the medical officer may be consulted at any time in the event of an emergency.

A member who utilizes this emergency service without sufficient cause shall himself pay any additional fee involved.

- (f) Travelling expenses incurred in relation to medical attention to a member and/or his dependants by the medical officers will not be paid by the fund.
- (g) The amount of medical fees to be paid in any one year's cycle by the fund for a member (including his dependants) will be £20.
- (h) The amount of pharmaceutical supplies as prescribed by the medical officer in respect of medicines, drugs, ointments and lotions, to be paid in any one year's cycle by the fund for a member (including his dependants) will be £10.

Sub-section (9).
Claims for Payment of Medical Fees and Pharmaceutical Supplies by the Fund.

Claims in respect of the above benefits payable by the fund must be made within 60 days of the date upon which the service was received or rendered. Claims received after this period will not be considered by the Management Board.

Sub-section (10).
Excluded Benefits.

The fund shall incur no liability to members or their dependants for services of benefits in connection with—

- (a) the treatment of venereal diseases;
- (b) threatened abortion, abortion, or miscarriage;
- (c) sickness or other incapacity which in the opinion of the Management Board has been caused by immorality, misconduct or excessive indulgence in intoxicating liquor, and other diseases or physical accidents induced by himself;

Subartikel (6).
Lidmaatskapkaarte.

(1) 'n Kaart word aan elke lid uitgereik as bewys dat hy as 'n lid geregistreer is, en dié kaart is nie oordraagbaar nie.

(2) Lidmaatskapkaarte bly te alle tye die eiendom van die fonds, en moet by beëindiging van lidmaatskap aan die fonds terugbesorg word.

Subartikel (7).
Bydraes.

Die fonds word instandgehou deur bydraes van werkgewers en werknemers, en wel op ondervermelde wyse:—

(a) Op die eerste betaaldag nadat hierdie Ooreenkom van krag word en op elke betaaldag daarna, moet elke vakman en elke werkgewer ten opsigte van elkeen van sy vakmanne 'n bedrag per week bydra ooreenkomstig onderstaande tabel:—

Gebiede.	Weeklikse bydraes.	
	Vakmanne.	Werkgewers.
A, B en C	3s.	1s.

(b) Die werkgewer moet die vakmanne se bydraes van hul weeklone aftrek en die totale bedrag aldus afgetrek, aan die Sekretaris van die Raad, Posbus 1946, Kaapstad, tesame met sy eie bydraes, stuur.

(c) Die totale bedrag van die bydraes wat in die voorafgaande paragraaf genoem is, moet op die vorm wat in Aanhangsel B van hierdie Ooreenkoms voorgeskryf word, ingeskryf word en op of voor die tiende dag van die maand wat volg op die maand waarop die bydraes betrekking het, aangestuur word.

Subartikel (8).
Bystand.

Lede van die fonds wat in gebiede A, B en C woon, wat bydraes vir twaalf (12) agtereenvolgende weke betaal het, is geregtig tot—

- (a) vry mediese behandeling vir homself en sy afhanklikes, met inbegrip van die koste van narkosegelde en sekere chirurgiese behandelings wat deur die Beheerraad goedgekeur word, maar behalwe die koste van X-straalonderzoek, spesialisestgelde en die behandeling van geslagsiektes;
- (b) vry medisyne, verdoewingsmiddels, salwe en wasmiddels vir homself en sy afhanklikes as dit kragtens 'n voorskrif deur 'n mediese amptenaar geteken, gelewer word;
- (c) betaling van sy hospitaal- of verpleeginrigtingkoste tot 'n bedrag van £10 in enige kringloop van 12 (twaalf) maande;
- (d) 'n bevallingstoelag van £5. 5s. word aan 'n lid gedoen wie se vrou beval moet word, by voorlegging van 'n kwitansie van 'n gekwalifiseerde vroedvrou of dokter.

Alle bystand vir die vrou word drie maande voor die bevalling gestaak en ses weke na die bevalling hervat.

(e) Die lid en/of sy afhanklikes moet hulle by die mediese amptenaar se spreekkamer aanmeld op die ure deur dié mediese amptenaar genoem; met dien verstande dat 'n lid en/of sy afhanklikes wat nie in staat is om te beweeg sonder gevaar om hul siekte of ongeskiktheid te vererger nie, daartoe geregtig is om behandeling tuis te ontvang en; met dien verstande dat die mediese amptenaar te eniger tyd in geval van nood gesprek mag word.

'n Lid wat sonder voldoende rede gebruik van hierdie nooddiens maak, moet self alle bykomende koste wat daarby betrokke is, betaal.

(f) Reiskoste deur mediese amptenare aangegaan ten opsigte van mediese behandeling vir 'n lid of sy afhanklikes word nie deur die fonds betaal nie.

(g) Die bedrag aan mediese gelde wat deur die fonds vir enige lid (met inbegrip van sy afhanklikes) gedurende enige jaar se kringloop betaal word, is £20.

(h) Die bedrag aan farmaseutiese benodigdhede soos deur die mediese amptenaar ten opsigte van medisyne, verdoewingsmiddels, salwe en wasmiddels, wat vir 'n lid (met inbegrip van sy afhanklikes) gedurende enige jaar se kringloop deur die fonds betaal word, is £10.

Subartikel (9).

Eise om betaling deur die fonds van mediese gelde en farmaseutiese benodigdhede.

Eise ten opsigte van bogenoemde bystand wat deur die fonds betaalbaar is, moet binne 60 dae van die datum betaal word waarop die diens ontvang of gelewer is. Eise wat na hierdie tydperk ontvang word, word nie deur die Beheerraad oorweeg nie.

Subartikel (10).
Uitgesluite bystand.

Die fonds aanvaar geen aanspreeklikheid teenoor lede of hul afhanklikes vir dienste in verband met onderstaande nie—

- (a) die behandeling van geslagsiektes;
- (b) gedreigde vrugafdrywing, vrugafdrywing of miskraam;
- (c) siekte of ander ongeskiktheid wat na die mening van die beheerraad veroorsaak is deur onsedelikheid, wangedrag of oormatige gebruik van bedwelkende drank, asook ander siektes of liggaamlike ongevallen deur homself veroorsaak;

- (d) any deformity, infirmity, chronic disease or other ailment from which a member or dependant was suffering when he became a member of the fund, or any illness directly attributable to such ailment;
- (e) any accidental or wilful injury for which a third party is liable to pay compensation, or which is covered by Workmen's Compensation insurance, to the extent of such compensation or insurance, as the case may be;
- (f) operations;
- (g) the supply of artificial limbs or other parts of the body;
- (h) preventative injections;
- (i) sickness or accidents arising out of the participation in any form of sport, in motor car or cycle racing, or aviation, except as a paying passenger;
- (j) any continuation of sickness where a member or dependant refuses or neglects to observe any reasonable instruction or recommendation of his medical attendant.

Sub-section (11).

Sick Pay.

A member of the fund who has paid contributions to the fund for twelve (12) successive weeks shall be entitled to sick or accident pay equivalent to half the basic wages prescribed in section 27 of this Agreement (excluding cost of living allowance) for such member in respect of any period or periods during which he is precluded by accident or sickness from earning his ordinary wages, but not exceeding a total period of 26 weeks for any one accident or sickness within any continuous period of 12 months calculated from the date on which he first became ill or met with an accident; provided that sick or accident pay shall not be paid—

- (a) in respect of the first three days of the members' incapacitation through sickness or accident;
- (b) unless a claim is submitted to the Secretary in writing so as to reach him within thirty days of the commencement of the sickness or the occurrence of the accident, and this claim is supported by a certificate signed by a medical officer and stating the name of the patient, the date of examination, the date of signing and the cause of the incapacity, and further endorsed by his employer as to the period he was absent from his normal employment, on the form prescribed in Annexure E;
- (c) to members who are not confined to their homes between the hours of 6 p.m. and 8 a.m. and/or who refuse to obey the instructions of the medical officer whilst sick, and/or who are found under the influence of liquor during the period for which benefit is claimed.

Sub-section (12).

Control of Fund.

The fund shall be under the control of a management board consisting of an equal number of representatives of the employers and employees appointed by the Council and shall be administered in accordance with a constitution prepared by the Management Board and approved of by the Council. Such constitution may be amended by the Management Board with the approval of the Council and a copy of the constitution and any amendments thereto shall be lodged with the Secretary for Labour.

Sub-section (13).

Complaints and Disputes.

(1) Any member of the fund who is dissatisfied with any decision of the Management Board may appeal to the Council from the decision, and the Council may, after considering any reasons which may be submitted by the Management Board for its decision, confirm that decision or give such other decision as, in its opinion the Management Board ought to have given.

(2) Any member who wishes to complain about any matters relating to the fund, must submit his complaint in writing to the Secretary, and the Secretary shall submit such complaint before the Management Board within 30 days of its receipt.

(3) Any disputes concerning the interpretation, meaning or intention of any provisions of this Agreement, or concerning the administration of funds, which the Management Board is unable to settle, shall be referred to the Council.

Sub-section (14).

Finance.

(1) All moneys paid into the fund shall be deposited in a banking account to be opened at a bank and/or Institution approved of by the Council.

(2) Disbursements from the fund in respect of benefits shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not recommence till the amount to the credit of the fund has again reached the figure of £200.

- (d) enige mismaaktheid, sieklikeid, chroniese siekte of ander kwaal waaraan lede of hulle afhanklikes gely het op die datum van aanvang van hulle lidmaatskap, of enige siekte of ongeval wat aan dié toestande te wyte is;
- (e) enige toevallige of moedswillige besering waarvoor 'n derde party vir betaling aanspreeklik is, of wat gedek word deur ongevalle versekering, na gelang van die geval, in die mate van dié skadevergoeding of dekking;
- (f) operasies;
- (g) die verskaffing van kunsledemate of ander kunsliggaamsdele;
- (h) voorkomende inspuittings;
- (i) siekte of ongevalle wat voortspruit uit enige vorm van sport, uit motor- of fietswedrenne, of die lugvaart, behalwe as 'n betalende passasier;
- (j) enige voortdurende van siekte ingeval 'n lid of afhanklike weier of versuim om enige redelike instruksies of aanbeveling van sy mediese amptenaar na te kom.

Subartikel (11).

Siektebetaling.

'n Lid van die fonds wat bydraes tot die fonds vir twaalf (12) agtereenvolgende weke betaal het, is geregtig tot siekte- of ongevalbetaling gelyk aan die helfte van die basiese loon wat by artikel 27 van hierdie Ooreenkoms (met uitsondering van L.K.T.) vir dié lid voorgeskrif is ten opsigte van enige tyd of tye waarin hy verhinder is om sy gewone loon te verdien, maar nie meer as die totale tydperk van 26 weke vir enige enkele ongeval of siekte binne 'n onafgebroke tydperk van 12 maande, gereken van die datum af waarop hy siek geword of 'n ongeval gehad het nie; met dien verstande dat siekte- of ongevalbetaling nie vir ondergenoemde betaal word nie:—

- (a) Ten opsigte van die eerste drie dae van 'n lid se ongeskiktheid as gevolg van siekte of ongeval;
- (b) tensy 'n eis skriftelik aan die sekretaris voorgelê is betyds genoeg om hom binne dertig dae van die aanvang van die siekte of die dag te bereik waarop die ongeval plaasgevind het, en dié eis gesteun word deur 'n sertifikaat wat deur 'n mediese amptenaar geteken is en die naam van die pasiënt aangee, die datum van ondersoek, die datum waarop dit geteken is en die oorsaak van die ongeskiktheid, en verder mede-onderteken is deur sy werkgever in verband met die tyd waarin hy van sy gewone werk afwesig was, op die vorm in Aanhangsel E voorgeskrif;
- (c) aan lede wat nie tussen die ure 6 nm. en 8 vm. tuis bly nie, en/of wat weier om die instruksies van die mediese amptenaar te gehoorsaam terwyl hulle siek is, en/of wat gedurende die tyd waarvoor bystand geëis word, onder die invloed van drank gevind word.

Subartikel (12).

Beheer van fonds.

Die fonds word beheer deur 'n beheerraad bestaande uit 'n gelyke getal verteenwoordigers van die werkgewers en werknemers deur die Raad aangestel en dit word beheer ooreenkomstig 'n konstitusie deur die Beheerraad opgestel en deur die Raad goedgekeur. Dié konstitusie kan deur die Beheerraad met goedkeuring van die Raad gewysig word en 'n eksemplaar van die konstitusie en alle wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

Subartikel (13).

Klagtes en geskille.

(1) Enige lid van die fonds wat nie met 'n beslissing van die beheerkomitee genoeë neem nie, kan hom teen daardie beslissing op die Raad beroep, en die Raad kan na oorweging van enige redes wat deur die Beheerraad tot staving van sy beslissing aangevoer mag word, daardie beslissing bekrachtig of 'n ander beslissing gee wat die Beheerraad na sy mening behoort te gegee het.

(2) 'n Lid wat wil kla oor sake betreffende die fonds moet sy klagte skriftelik aan die sekretaris stuur en die sekretaris moet dié klagte binne 30 dae van die ontvangs daarvan aan die Beheerraad voorlê.

(3) Alle geskille betreffende die vertolking, betekenis of doel van enigen van die bepalings van hierdie Ooreenkoms, of betreffende die administrasie van die fonds, wat die Beheerraad nie in staat is om te besleg nie, moet aan die Raad voorgelê word.

Subartikel (14).

Finansies.

(1) Alle gelde wat in die fonds inbetaal word, moet gestort word op 'n bankrekening en/of instellingsrekening wat deur die Raad goedgekeur is.

(2) Uitbetalings uit die fonds ten opsigte van bystand moet gestaak word wanneer die bedrag tot krediet van die fonds minder as £100 is en die betaling van verdere bystand begin nie weer totdat die bedrag tot krediet van die fonds weer die bedrag van £200 bereik het nie.

(3) All payments from the fund shall be made by cheque drawn on the fund's account and such cheques shall be signed by the chairman or vice-chairman and secretary or assistant secretary of the fund.

(4) All moneys regarded by the Management Board as being surplus to its requirements may be placed on deposit with a bank or registered building society; provided that sufficient money is kept in such liquid form as will enable the Management Board to meet any claims on the fund immediately it is called upon to do so.

(5) All expenses incurred in connection with the administration of the fund shall form a charge upon the fund.

(6) The Management Board shall furnish the Council with monthly reports giving, *inter alia*, particulars of assistance provided, a general review of the fund and the income and expenditure for the period to which the report relates.

(7) An auditor or auditors shall be appointed by the Management Board, subject to the approval of the Council.

(8) Every journeyman employee, who on the date this Agreement comes into operation has been a member of the Cape Motor Industry Sick Benefit Fund for 12 (twelve) weeks or more, shall, for the purposes of clauses 8 and 11, be deemed to have paid contributions to the fund for 12 successive weeks.

Sub-section (15).

Indemnity.

The members of the Board and the officers and employees of the fund shall not be liable for the debts and liabilities of the fund and shall be, and they are hereby indemnified by the fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

Sub-section (16).

Expiry of Agreement.

In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management board until such fund shall be liquidated, or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

Sub-section (17).

Liquidation.

In the event of the dissolution of the Council or in the event of it ceasing to function in the period during which this Agreement is binding in terms of section thirty-four (2) of the Act, the Management Board shall continue to administer the fund and the members of the Board existing at the date on which the Council ceases to function or is dissolved shall be deemed to be members thereof for such purposes, provided, however, that any vacancy occurring on the Board may be filled by the Minister from employers or employees in the Industry, as the case may be, so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Board. In the event of such Board being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out of the duties of the Board and who shall possess all the powers of the Board for such purpose. Upon the expiration of this Agreement the fund shall be liquidated by the Board or the trustees, as the case may be, in the manner set forth in sub-section (18) of this section, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

Sub-section (18).

Liquidation.

Upon liquidation of the fund in terms of sub-section (16) of this section the moneys remaining to the credit of the fund after the payment of all claims against the fund including administration and liquidation expenses, shall be disposed of in accordance with the direction of the Minister in terms of section thirty-four, sub-section (5), of the Act.

Sub-section (19).

Liquidation.

All costs of administration and liquidation of the fund shall be a charge upon the fund.

Signed at Cape Town on behalf of the parties on this 31st day of October, 1950.

JOHN J. E. GILL,
Chairman of the Council.
W. BAARD,
Vice-Chairman of the Council.
P. JAMES RIXON,
Secretary of the Council.

(3) Alle betalings uit die fonds moet per tjek wat op die fonds se rekening getrek is, geskied, en sulke tjeks moet geteken wees deur die voorsitter of onder-voorsitter en sekretaris of onder-sekretaris van die fonds.

(4) Alle gelde wat na die mening van die Beheerraad beskou moet word as meer as sy behoeftes, kan by 'n bank of geregistreeerde bougenootskap op deposito geplaas word; met dien verstande dat voldoende kontant beskikbaar gehou moet word om die Beheerraad in staat te stel om onmiddellik aan enige vordering op die fonds op aanvraag te voldoen.

(5) Alle onkoste wat in verband met die beheer van die fonds aangegaan word, kom ten laste van die fonds.

(6) Die Beheerraad moet aan die Raad kwartaalverslae voorleë wat o.a. besonderhede moet bevat van bystand wat verleen is, 'n algemene oorsig van die fonds en die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het.

(7) Die Beheerraad moet, onderworpe aan die goedkeuring van die Raad, 'n ouditeur of ouditeurs aanstel.

(8) Vir die toepassing van klousules 8 en 11 moet dit beskou word dat elke vakman-werknemer, wat op die datum van die inwerkingtreding van hierdie Ooreenkoms 'n lid van die Siekte-bystandsfonds van die Kaapse Motornywerheid vir 12 (twaalf) weke of meer was, bydraes tot die fonds vir 12 agtereenvolgende weke betaal het.

Subartikel (15).

Vrywaring.

Die lede van die Raad en die beamptes en werknemers van die fonds mag nie vir die skulde en laste van die fonds aanspreeklik wees nie en hulle word hierby deur die fonds gevrywaar teen alle verliese en onkoste in of in verband met die bona fide uitvoering van hulle pligte.

Subartikel (16).

Verval van Ooreenkoms.

Ingeval hierdie Ooreenkoms deur verloop van tyd verval of om enige ander rede beëindig word, moet die fonds steeds deur die Beheerraad bestuur word totdat die fonds gelikwider of oorge-dra word na 'n fonds wat behoorlik vir dieselfde doel ingestel is as dié waarvoor die oorspronklike fonds in die lewe geroep is.

Subartikel (17).

Likwidasie.

Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende 'n tydperk waarin hierdie Ooreenkoms kragtens artikel vier-en-dertig (2) van die Wet bindend is, moet die Beheerraad voortgaan met die fonds te beheer en die lede van die Raad soos dit bestaan op die datum waarop die Raad ophou om te funksioneer of ontbind word, moet beskou word as lede daarvan te wees vir sodanige doeleindes; met dien verstande dat enige vakature wat op die Raad ontstaan egter deur die Minister uit werkgevers of werknemers in die nywerheid, na die geval mag wees, gevul mag word, sodat gelyke verteenwoordiging van werkgevers en werknemers en van plaasvervangers in die lidmaatskap van die komitee verseker kan word. Ingeval dié Raad nie in staat is nie of onwillig is om sy pligte na te kom of 'n dooie punt daaruit ontstaan wat die beheer van die fonds na die mening van die Minister onuitvoerbaar of onwenslik maak, mag hy 'n kurator of kurators aanstel wat al die magte van die Raad vir dié doel sal hê, om die pligte van die Raad uit te voer. By verstryking van hierdie Ooreenkoms moet die fonds deur die Raad of die kuratore, al na die geval, gelikwider word, op die wyse wat in subartikel (18) van hierdie Ooreenkoms uiteengesit word, en indien die sake van die Raad by verstryking van die Ooreenkoms reeds gelikwider en sy bates uitgedeel is, moet die res van die fonds uitgedeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel uitgemaak het van die Raad se algemene fondse.

Subartikel (18).

Likwidasie.

Wanneer die fonds kragtens subartikel (16) van hierdie artikel gelikwider word, moet oor die gelde wat op krediet van die fonds oorbly nadat alle vorderings teen die fonds, met inbegrip van beheer- en likwidasielaste, betaal is, beskik word ooreenkomstig die instruksies van die Minister kragtens artikel vier-en-dertig, subartikel (5), van die Wet.

Subartikel (19).

Likwidasie.

Alle administrasie- en likwidasielaste van die fonds staan op rekening van die fonds.

Namens die partye hede die 31ste dag van Oktober 1950 in Kaapstad geteken.

JOHN J. E. GILL,
Voorsitter van die Raad.
W. BAARD,
Ondervoorsitter van die Raad.
P. JAMES RIXON,
Sekretaris van die Raad.

[Statement in terms of Section 8 (1) of the Industrial Agreement for the Motor Industry (Cape).]

Date _____

In accordance with section 8 (1) of the Industrial Agreement for the Motor Industry (Cape), I hereby furnish you with the following particulars in connection with this business:—

- Proprietor _____
or Partners _____
or Directors _____
Manager and/or Secretary _____

7. Particulars of employees:—
 No. of journeymen_____ No. of apprentices_____ No. of clerical and sales employees_____
 No. of labourers_____ No. of other employees_____
8. Name of employers' organisation of which member_____

Signature of Employer or Authorised Representative.

[Staat vereis ingevolge artikel-8 (1) van die Nywerheidsooreenkoms vir die Motornywerheid (KaaP.)]

Datum.

Ingevolge artikel 8 (1) van die Nywerheidsooreenkomst vir die Motornywerheid (Kaap), verstrek ek hierby onderstaande besonderhede van hierdie besigheid:—

- Eigenaar _____
 of Vennote _____
 of Direkteur _____
 Bestuurder en/of Sekretaris _____

7. Besonderhede van werknemers:—
- | | | |
|----------------------|-----------------------------|--|
| Getal vakmanne..... | Getal vakleerlinge..... | Getal klerklike en verkoopswerknemers..... |
| Getal arbeiders..... | Getal ander werknemers..... | |

8. Naam van werkgewersorganisatie waarvan ek/ons lid is _____

Handtekening van werkgewer of gemachtigde verteenwoordiger.

[Prescribed in terms of Section 11 of the Industrial Agreement for the Motor Industry (Cape).]

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (CAPE).

DEAR SIR,

Please find contributions amounting to £....., as detailed below for the period ending.....195.....

Title of Business _____, Proprietor's Name _____

Address of Business _____

[illegible]

AANHANGSEL B.

[Voorgeskrif ingevolge artikel 11 van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap).]
 NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID (KAAP).

AAN DIE SEKRETARIS,
 NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID (KAAP),
 POSBUS 1946, KAAPSTAD.

MENEER,
 Ingeslote vind u bydraes tot 'n bedrag van £ _____, soos hieronder gespesifiseer, vir die tydperk geëindig _____ 195 ____
 Naam van besigheid _____ Eienaar se naam _____
 (In blokletters.)

Adres van besigheid _____

No. van vakverenigingkaart.	Naam van werknemer.	Geslag (M. of V.).	Ras (Bl., Kl., Nat. of Asiaat).	Bedryf.	Loonskaal betaal (per uur, week of maand).	Getal weke in diens gedurende die maand.	Bydraes tot Raadsfondse gedurende die maand		Werknemers se ledegeid aan Vakverenigingsfonds gedurende die maand			Bydraes aan siektebystandfonds (maandeliks).		
							Werk-nemer.	Werk-gewer.	Week eindigende.			S.B.F.-kaart No.	Werk-nemer.	Werk-gewer.

ANNEXURE C.

[Prescribed in terms of Section 15, sub-section (2) (c) of the Industrial Agreement for the Motor Industry (Cape).]

No. _____
 This form to be sent with remittance to the Secretary of the Industrial Council for the Motor Industry (Cape), 214 Boston House, Strand Street, Cape Town.

Name of Employer _____
 Name of Employee _____
 Address of Employee _____
 Occupation _____ Union No. _____
 Number of Months _____ from _____ to _____
 Amount enclosed herewith, £ _____
 Signature of Employee _____
 Date Ceased Work _____

AANHANGSEL C.

[Kennisgewing ingevolge artikel 15, subartikel (2) (c) van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap).]

No. _____
 Hierdie vorm moet saam met die geldsending aan die Sekretaris van die Nywerheidsraad vir die Motornywerheid (Kaap), Bostongebou 214, Strandstraat, Kaapstad, gestuur word:—

Naam van werkgever _____
 Naam van werknemer _____
 Adres van werknemer _____
 Bedryf _____ Vakvereniging No. _____
 Getal maande _____ van _____ tot en met _____
 Bedrag hierby ingeslote, £ _____
 Handtekening van werknemer _____
 Datum van diensbeëindiging _____

ANNEXURE D.

[Statement in terms of Section 35, sub-section (4) (1) of the Industrial Agreement for the Motor Industry (Cape).]

FORM SBF 1.

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (CAPE).

CAPE MOTOR INDUSTRY SICK BENEFIT FUND.
 214 BOSTON HOUSE, STRAND STREET, CAPE TOWN.

TELEPHONES 3-0212, 2-6044.

P.O. Box 1946.

APPLICATION FOR REGISTRATION AS A MEMBER.

I (full name in block letters) _____ Sick Fund Card No. _____

employed by (employer's name and address) _____
 and residing at (applicant's private address) _____
 my date of birth being _____ month _____ year, and occupation _____
 hereby apply to be registered as a member of the CAPE MOTOR INDUSTRY SICK BENEFIT FUND and agree to abide by the provisions of the Fund's Constitution and Bylaws.

I am single/married/widower/divorced. (Delete whichever does not apply.)

(NOTE.—Answer "YES" or "NO" to the following question and if the answer is "YES", then give full details.)

Do you or any of your dependants suffer at present from any deformity, maiming, physical defect, chronic disease, or from any illness, even in a slight form? _____

PARTICULARS OF DEPENDANTS.

Full Name. (Block Letters.)	Exact Date of Birth.	Relationship.	Chronic Disabilities.

I solemnly and sincerely declare that all the particulars given by me in this form are to the best of my knowledge and belief, true and correct, and that the above-mentioned dependants reside with me, are not in receipt of any income, and are free from disease or infirmity of a chronic nature, except as specified above.

Dated this _____ day of _____ 19 ____

Signature _____

Home Doctor's Name _____

AANHANGSEL D.

[Staat ingevolge artikel 35, subartikel (4) (1) van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap).]

Vorm SBF. 1.

NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID (KAAP).

SIEKTEBYSTANDSFONDS VIR DIE KAAPSE MOTORNYWERHEID.

BOSTONGEBOU 214, STRANDSTRAAT, KAAPSTAD.

TELEPHONE 3-0212, 2-6044.

Posbus 1946.

AANSOEK OM REGISTRASIE AS LID.

Ek, (naam voluit in blokletters) _____

Siektefondskaart No. _____

in diens van (werkgewer se naam en adres) _____

en woonagtig te (applikant se private adres) _____

gebore in die maand _____ van die jaar _____, van beroep _____

doen hiermee aansoek om geregistreer te word as lid van die SIEKTEBYSTANDSFONDS VAN DIE KAAPSE MOTORNYWERHEID, en stem in om my neer te lê by die voorwaardes van die Fonds se Konstitusie en Bywette.

Ek is ongetroud/getroud/wewenaar/geskei. (Skrup wat nie van toepassing is nie.)

(LET WEL.—Antwoord „JA” of „NEE” op die volgende vraag, en as die antwoord „JA” is, gee dan volledige besonderhede.)

Ly u of enigeen van u afhanklikes tans aan enige gebreklikheid, verminking, liggaamlike gebrek, kroniese siekte, of aan enige siekte, hoe gering ookal? _____

BESONDERHEDE VAN AFHANKLIKES.

Naam Voluit. (Blokletters).	Juiste datum van geboorte.	Verwantskap.	Chroniese ongesteldheid.

Ek verklaar plegtig en opreg dat al die besonderhede deur my in hierdie vorm verstrek, tot die beste van my kennis en wete, waar en juis is, en dat die bogenoemde afhanklikes by my inwoon, geen inkomste ontvang nie, en vry is van siekte of swakheid van 'n chroniese aard, behalwe soos hierbo uiteengesit.

Gedateer hierdie _____ dag van _____ 19____

Handtekening _____

Huisdokter se naam _____

ANNEXURE E.

[Statement in terms of Section 35, sub-section (11) (b) of the Industrial Agreement for the Motor Industry (Cape).]

Form SBF. 2.

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (CAPE).

CAPE MOTOR INDUSTRY SICK BENEFIT FUND.

214 BOSTON HOUSE, STRAND STREET, CAPE TOWN.

TELEPHONES 3-0212, 2-6044.

P.O. Box 1946.

CLAIM FOR SICK/ACCIDENT* PAY.

1. Name of Member _____ SBF. No. _____

2. Residential Address _____

3. Name and Address of Employer _____

4. Period in respect of which sick/accident* pay is claimed: From _____ To _____

Date _____

FOR COMPLETION BY EMPLOYER.

I hereby certify that _____
who is employed by me as a _____
was absent from duty from _____ a.m./p.m. on _____ 195____, to _____ a.m./p.m.
on _____ 195____ (inclusive).
and that his absence was not due to injury sustained whilst on duty, nor to annual leave.

Date _____

Signature of Employer. _____

AANHANGSEL E.

[Staat ingevolge artikel 35, subartikel (11) (b) van die Nywerheidsooreenkoms vir die Motornywerheid (Kaap).]

Vorm SBF. 2.

NYWERHEIDSRAAD VIR DIE MOTORNYWERHEID (KAAP).

SIEKTEBYSTANDSFONDS VIR DIE KAAPSE MOTORNYWERHEID.

BOSTONGEBOU 214, STRANDSTRAAT, KAAPSTAD.

TELEPHONE 3-0212, 2-6044.

Posbus 1946.

EIS OM BETALING VIR SIEKTE/ONGEVAL*.

1. Naam van lid _____ SBF. No. _____

2. Woonadres _____

3. Naam en adres van werkgewer _____

4. Tydperk van siekte/ongeval* waarvoor betaling geëis word: Van _____ tot _____

Datum _____

MOET DEUR WERKGEWER INGEVUL WORD.

Ek sertifiseer hiermee dat _____
wat in my diens is as 'n _____
van diens afwesig was van _____ vm./nm. op _____ 195____, tot en met _____ vm./nm.
op _____ 195____
en dat sy afwesigheid nie te wyte was aan besering wat hy op diens ontvang het nie, en ook nie aan jaarlikse verlof nie.

Datum _____

Handtekening van werkgewer. _____

ANNEXURE F.

[Prescribed in Section 9 (f) of the Industrial Agreement for the Motor Industry (Cape).]

HOURS OF WORK.

The hours of work in this establishment will, until further notice, be:—

Day.	Starting Time.	Finishing Time.	Meal Hour.
Mondays.....	a.m.	p.m.	p.m. top.m.
Tuesdays.....	a.m.	p.m.	p.m. top.m.
Wednesdays.....	a.m.	p.m.	p.m. top.m.
Thursdays.....	a.m.	p.m.	p.m. top.m.
Fridays.....	a.m.	p.m.	p.m. top.m.
Saturdays.....	a.m.	p.m.	p.m. top.m.

NOTE.—This notice is in addition to any requirements necessary under the Factories Act.

AANHANGSEL F.

[Kennisgewing vereis by artikel 9 (f) van die Nywerheidsooreenkomst vir die Motornywerheid (Kaap).]

WERKURE.

Die werkure in hierdie inrigting sal, tot nader kennisgewing, soos volg wees:—

Dag.	Begintyd.	Ophoutyd.	Etenstyd.
Maandag.....	vm.	nm.	nm. totnm.
Dinsdag.....	vm.	nm.	nm. totnm.
Woensdag.....	vm.	nm.	nm. totnm.
Donderdag.....	vm.	nm.	nm. totnm.
Vrydag.....	vm.	nm.	nm. totnm.
Saterdag.....	vm.	nm.	nm. totnm.

OPMERKING.—Hierdie kennisgewing is buiten en behalwe enige vereistes ingevolge die Fabriekswet.

★ No. 1032.]

[27 April 1951.]

FACTORIES, MACHINERY AND BUILDING
WORK ACT, 1941.

MOTOR INDUSTRY, CAPE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Motor Industry, Cape, published under Government Notice No. 1031 of the 27th April, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

★ No. 1032.]

[27 April 1951.]

WET OP FABRIEKE, MASJINERIE EN BOU-
WERK, 1941.

MOTORNYWERHEID, KAAP.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriekke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkomst en kennisgewing in verband met die Motornywerheid, Kaap, bekendgemaak by Goewermentskennisgewing No. 1031 van 27 April 1951, vir die persone wie se werkure daarby gereël word, nie minder gunstig is as die ooreenstemmende bepalings van die genoemde Wet nie.

B. J. SCHOEMAN,
Minister van Arbeid.

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