



STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA
REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

REGULASIEKOERANT No. 3681

REGULATION GAZETTE No. 3681

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN MANNEKRAG

No. R. 445

9 Maart 1984

WET OP ARBEIDSVERHOUDINGE, 1956

OUTOMOBIELNYWERHEID, OOSTELIKE
PROVINSIE.—HOOFOOREENKOMS

Ek, Pieter Theunis Christiaan du Plessis, Minister van Mannekrag, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Arbeidsverhoudinge, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Onderneming, Nywerheid, Bedryf of Beroep in die opskrif by hierdie kennisgewing vermeld, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1984 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of verenigings is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1), 2 en 23, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1984 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Onderneming, Nywerheid, Bedryf of Beroep in die gebiede in klousule 1 van genoemde Ooreenkoms gespesifiseer.

P. T. C. DU PLESSIS, Minister van Mannekrag.

936—A

GOVERNMENT NOTICE

DEPARTMENT OF MANPOWER

No. R. 445

9 March 1984

LABOUR RELATIONS ACT, 1956

AUTOMOBILE MANUFACTURING INDUSTRY,
EASTERN PROVINCE.—MAIN AGREEMENT

I, Pieter Theunis Christiaan du Plessis, Minister of Manpower, hereby—

(a) in terms of section 48 (1) (a) of the Labour Relations Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Undertaking, Industry, Trade or Occupation referred to in the heading to this notice, shall be binding, with effect from the second Monday after the date of publication of this notice, and for the period ending 31 December 1984, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1), 2 and 23, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1984, upon all employers and employees, other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Undertaking, Industry, Trade or Occupation in the areas specified in clause 1 of the said Agreement.

P. T. C. DU PLESSIS, Minister of Manpower.

9113—1

BYLAE

NYWERHEIDSRAAD VIR DIE OUTOMOBIELNYWERHEID, OOSTELIKE PROVINSIE

OOREENKOMS

ingevolge die Wet op Arbeidsverhoudinge, 1956, gesluit deur en aange-
gaan tussen die

Eastern Province Automobile Manufacturers' Association

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

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

National Automobile and Allied Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Outomobielywerheid,
Oostelike Provinsie.

1. GEBIED EN TOEPASSINGSBESTEK VAN OOREENKOMS

Hierdie Ooreenkoms moet in die Outomobielywerheid, nagekom
word—

- (1) deur alle werkgewers wat lede van die werkgewersorganisasie is
en alle werknemers wat lede van die vakverenigings is;
- (2) in die landdrostdistrikte Port Elizabeth en Uitenhage.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van
Mannekrag kragtens artikel 48 van die Wet bepaal en bly van krag vir die
tydperk eindigende 31 Desember 1984 of vir sodanige tydperk of tydperke
as wat hy vasstel.

3. WOORDOMSKRYWING

(1) Tensy hulle met die sinsverband strydig is, het alle uitdrukkings wat
in hierdie Ooreenkoms gebruik en in die Wet op Arbeidsverhoudinge,
1956, omskryf word, dieselfde betekenis as in daardie Wet, en waar daar
van 'n wet melding gemaak word, omvat dit alle wysigings van sodanige
wet; voorts, tensy dit onbestaanbaar is met die sinsverband, beteken—

"fynskuurderhersteller" 'n werknemer wat gebruikte fynskuurwiele
herstel deur ou korrels af te werk, nuwe korrels aan te bring en
uitbalansmateriaal met 'n afwerksteen te verwyder;

"goedkeuringsinspekteur" 'n werknemer wat eenhede en/of mate-
riaal ooreenkomstig voorgeskrewe inspeksie-opdragte inspekteer om te
verseker dat eenhede en/of materiaal volgens spesifikasie is;

"Wet" die Wet op Arbeidsverhoudinge, 1956 (Wet 28 van 1956);

"kleefstofwerker" 'n werknemer wat houers vol kleefstofmengsels
aflaai en kleefstofopgaarbake in produksieterreine vul;

"advertensie-assistent" 'n werknemer wat die administrasie van 'n
kontakprogram vir kliente en kompetisies vir verkoopmanne beheer;

"ambulansdrywer" 'n werknemer wat 'n ambulans dryf en met alge-
mene klerklike en eerstehulppligte help;

"wysigingsoperateur" 'n werknemer wat volgens opdrag verseker dat
sekere wysigings aangebring word aan items wat in ooreenstemming
met handelaars se vereistes in voertuie aangebring word;

"vakleerling" 'n werknemer wat 'n skriftelike leerkontrak uitdien
wat ingevolge die Wet op Mannekragopleiding, 1981 (Wet 56 van
1981), geregistreer is of geag word geregistreer te wees, en omvat dit 'n
minderjarige wat kragtens daardie Wet op proef aangestel is;

"ambagsman" 'n werknemer wat werk verrig wat gewoonlik deur 'n
geskoolde ambagsman verrig word, en vir die toepassing van hierdie
woordoms krywing beteken "geskoolde ambagsman" 'n persoon wat sy
leertyd uitgedien het in 'n ambag wat ingevolge die Wet op Manne-
kragopleiding, 1981 (Wet 56 van 1981), aangewys is of geag word
aangewys te wees of wat 'n vaardigheidsertifikaat besit wat die Registra-
teur van Vakleerlinge kragtens die Wet op Mannekragopleiding, 1981
(Wet 56 van 1981), aan hom uitgereik het, of 'n sertifikaat wat ge-
noemde Registrateur kragtens artikel 2 (7) of 7 (3) van genoemde Wet
aan hom uitgereik het;

"monteur A" 'n werknemer wat monterwerkzaamhede verrig wat
paswerk en/of verstelwerk kan insluit;

"monteur B" 'n werknemer wat komponente monteer of in voertuie
aanbring maar nie verstelwerk verrig nie;

"assistent-ambagsmanvoorman" 'n werknemer wat die werksaam-
hede van 'n groep ambagsmanne koördineer;

"assistent-voorman" 'n werknemer wat werknemers wat toesighou-
dende betrekings beklee, help om die funksies van werknemers in 'n
aksie van 'n bedryfsinrigting te koördineer;

SCHEDULE

INDUSTRIAL COUNCIL FOR THE AUTOMOBILE MANUFAC- TURING INDUSTRY, EASTERN PROVINCE

AGREEMENT

in accordance with the provisions of the Labour Relations Act, made and
entered into by and between the

Eastern Province Automobile Manufacturers' Association

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

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

and the

National Automobile and Allied Workers' Union

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

being the parties to the Industrial Council for the Automobile Manufactur-
ing Industry, Eastern Province.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT

The terms of this Agreement shall be observed in the Automobile Manu-
facturing Industry—

- (1) by all employers who are members of the employers' organisation
and all employees who are members of the trade unions;
- (2) in the Magisterial Districts of Port Elizabeth and Uitenhage.

2. PERIOD OF OPERATION OF AGREEMENT

This Agreement shall come into operation on a date to be determined by
the Minister of Manpower in terms of section 48 of the Act, and shall
remain in force for the period ending 31 December 1984 or for such period
or periods as may be determined by him.

3. DEFINITION

(1) Unless the context otherwise indicates, any expression used in this
Agreement and which is defined in the Labour Relations Act, 1956, has the
same meaning as in that Act, and any reference to an Act shall include any
amendments to such Act; further, unless inconsistent with the context—

"abrasive buff mender" means an employee who restores used buf-
fing wheels by dressing off old grain, applying new grain and removing
out-of-balance material with dressing stone;

"acceptance inspector" means an employee who inspects units
and/or materials in accordance with laid down inspection instructions to
ensure that units and/or materials are to specification;

"Act" means the Labour Relations Act, 1956 (Act 28 of 1956);

"adhesive attendant" means an employee who off-loads containers
of adhesive compound and fills adhesive reservoirs in production areas;

"advertising assistant" means an employee who controls the admi-
nistration of a customer contact programme and salesmen competitions;

"ambulance driver" means an employee who drives an ambulance
and assists with general clerical and first-aid duties;

"amendment operator" means an employee who ensures, on instruc-
tions, that certain deviations to the items fitted to vehicles are changed
in accordance with dealers' requirements;

"apprentice" means an employee serving under a written contract of
apprenticeship registered or deemed to have been registered under the
Manpower Training Act (No. 56 of 1981) and includes a minor em-
ployed on probation in terms of that Act;

"artisan" means an employee who is engaged on work normally
performed by a skilled artisan, and for the purposes of this definition,
"skilled artisan" means a person who has served his apprenticeship in a
trade designated or deemed to have been designated under the Man-
power Training Act (No. 56 of 1981) or who holds a certificate of
proficiency issued to him by the Registrar of Apprenticeship in terms of
the Manpower Training Act, or a certificate issued to him by the said
Registrar in terms of section 2 (7) or 7 (3) of the said Act;

"assembler A" means an employee who performs assembly opera-
tions which may include fitting and/or adjusting;

"assembler B" means an employee who assembles or affixes com-
ponents to vehicles but does no adjusting;

"assistant artisan foreman" means an employee who co-ordinates
the activities of a group of artisans;

"assistant foreman" means an employee who assists employees in
supervisory positions in co-ordinating the functions of employees in a
section of an establishment;

"Automobielynwerheid" of "Nywerheid" die Nywerheid waarin werkgewers en werknemers met mekaar geassosieer is vir die montering van motorvoertuie uit nuwe komponente op 'n monterbaan en omvat dit die vervaardiging of fabrisering of montering van motorvoertuigonderdele of komponente of kombinasies daarvan wanneer dit deur sodanige werkgewers uitgevoer word, afgesien daarvan of dit op 'n monterbaan of elders gedoen word, en werksaamhede wat daarmee gepaard gaan of daaruit voortvloei, afgesien van die terrein waar die werk verrig word;

"basiese besoldiging" of "basiese loon" die gewone besoldiging (uitgesonderd oortyd en toelaes vir skofwerk) wat 'n werknemer werklik ontvang;

"binder" 'n werknemer wat help om drukwerk te bind;

"indoper in blouhout-ekstrak" 'n werknemer wat komponente in indooptenks vol blouhout-ekstrak plaas en dit ná onderdompeling verwyder;

"bakneerlater" 'n werknemer wat 'n voertuigbak met 'n hyser na die monterbaan oorplaas en dit op die onderstel of onderstruktuur van die voertuig laat sak;

"bakmonteur" 'n werknemer wat die bak aan die onderstel vassit deur bonte in vasgestelde gate te plaas en dit met hand- of kraggereedskap vas te draai;

"ketelbediener" 'n werknemer wat die waterpeil en stoomdruk in 'n ketel in stand hou en wat die vuur in so 'n ketel kan maak, stook of uithaal en wat stoom volgens die vereistes van die bedryfsinrigting kan versprei;

"bonderite-werker" 'n werknemer wat die sterkte van bonderitemengsels dieselfde hou deur standaardtabelle volgens die baanspoed te gebruik ten einde die korrekte aanwending van bonderite te verseker;

"kismaker" 'n werknemer wat kiste of kratte aanmeekaarsit wat vir die verpakking van materiaal nodig is;

"kwasopknapper" 'n werknemer wat verf deur middel van 'n kwas aanwend om geringe gebreke van die verfoppervlakke van voertuie of komponente te bedek;

"fynskuurder en poleerder" 'n werknemer wat 'n fynskuurmasjien bedien;

"kalenderjaar" dié tydperk wat op die eerste dag van Januarie van 'n jaar begin en op die 31ste dag van Desember van daardie jaar eindig;

"kontroleur" 'n werknemer wat inkomende materiaal met toepaslike dokumentasie vergelyk om vas te stel of die besonderhede en hoeveelhede van onderdele korrek is;

"kontroleur/verpakker" 'n werknemer wat komponente volgens bestellingvereistes nagaan en items vóór versending in houters verpak;

"chemiese kontroleur" 'n werknemer wat, onder toesig, chemiese-proseskontroleurs bystaan;

"indoper in chemiese oplossing" 'n werknemer wat metaalkomponente in 'n bepaalde volgorde in tenks met 'n chemiese oplossing indompel;

"chemiese-proseskontroleur" 'n werknemer wat chemiese prosesse kontroleer om te verseker dat hulle aan die spesifikasievereistes voldoen;

"klerk A" 'n werknemer wat pligte uitvoer waarvoor die koördinering van gegewens en die vertolking van opdragte nodig is, en wat 'n mate van keuse tussen gedraglyne het wat kan verskil maar duidelik omskryf is;

"klerk B" 'n werknemer wat hoogs geroetineerde take onder regstreekse toesig uitvoer volgens vaste reëls en regulasies;

"klerk, algemeen," 'n werknemer wat 'n verskeidenheid klerklike werk verrig wat die invul van opgawes en/of die gebruik van verskillende metodes of roetines kan vereis waarvoor beperkte inisiatief nodig is;

"uitsnyer" 'n werknemer wat stoffeermateriaal met 'n mes volgens 'n vooraf vasgestelde patroon sny;

"kompressorversorger" 'n werknemer wat gereeld meteraflesings van die werking van kompressors doen, en ook visueel nagaan om te verseker dat die kompressors doeltreffend werk;

"konvooidrywer/voertuiglaai" 'n werknemer wat voertuie op spoorwegtrokke of ander voertuigvervoerders laai of daarvan aflaai en wat voertuie tussen die fabriek en bewaarterreine kan dryf;

"konvooleier" 'n werknemer wat die werksaamhede reël van voertuigdrywers wat voertuie tussen die fabriek en bewaarterreine vervoer en/of voertuie op spoorwegtrokke of ander voertuigvervoerders laai;

"konvoibaas" 'n werknemer wat voertuie vir versending na bestemmings uitsoek en beheer uitoefen oor die laai, vasbind, bedekking en versending van voertuie;

"koelmiddelhanteerder" 'n werknemer wat die koelvloeistofpeile in die koeltenks van produksiemasjiene in stand moet hou;

"Raad" die Nywerheidsraad vir die Automobielynwerheid, Oostelike Provinsie;

"Automobile Manufacturing Industry" or "Industry" means the Industry in which employers and employees are associated for the assembly of motor vehicles from new components on an assembly line and includes the manufacture or fabrication or assembly of any motor vehicle part or components or combinations thereof when carried on by such employers, whether performed on an assembly line or elsewhere and of operations incidental thereto, or consequent thereon, irrespective of the premises where the work is performed;

"basic pay" or "basic wage" means the ordinary rate of pay (exclusive of overtime and allowances for shift work) actually received by an employee;

"binding assistant" means an employee who assists with the binding of printed matter;

"black dip operator" means an employee who places components into black enamel dip tanks and removes them after submersion;

"body dropper" means an employee who operates a hoist to transfer a vehicle body to the assembly line and lowers it onto the chassis or understructure of the vehicle;

"body moulder" means an employee who secures the body to the chassis by placing bolts into located holes and tightening them by either hand or power tools;

"boiler attendant" means an employee who maintains the water level and steam pressure in a boiler and who may make, maintain or draw the fire in such boiler and who may distribute steam to the requirements of the establishment;

"bonderite attendant" means an employee who maintains the strength of bonderite mixtures using standard tables according to the line speed to ensure correct bonderite application;

"boxmaker" means an employee who assembles boxes or crates required for the packing of material;

"brush toucher-up" means an employee who applies paint by means of a brush to cover slight imperfections of the paint surfaces of vehicles or components;

"buffer and polisher" means an employee who operates a buffing machine;

"calendar year" means that period commencing on the first day of January of any year and ending on the 31st day of December of that year;

"checker" means an employee who checks incoming material against appropriate documentation for correctness of parts, detail and quantity;

"checker/packer" means an employee who checks components in terms of order requirements and packs items into containers prior to despatch;

"chemical attendant" means an employee who, under supervision, assists chemical process attendants;

"chemical dip operator" means an employee who dips metal components in a specific sequence into chemical solution tanks;

"chemical process attendant" means an employee who checks chemical processes to ensure that they comply with the specification requirements;

"clerk A" means an employee who performs duties which require co-ordination of data and interpretation of instructions and who has some choice between lines of action, which may vary but which are clearly defined;

"clerk B" means an employee who, under direct supervision, performs highly routine tasks according to hard and fast rules and regulations;

"clerk, general," means an employee who performs diversified clerical work which may require the completion of returns and/or the use of different methods or routines requiring limited initiative;

"clicker" means an employee who cuts upholstery material with a knife from a predetermined pattern;

"compressor attendant" means an employee who does regular meter readings on compressor functioning as well as visual checks to ensure the efficient running of compressors;

"convoy driver/vehicle loader" means an employee who loads and off-loads vehicles from railway trucks or other vehicle transporters, and who may drive vehicles between factory and storage areas;

"convoy leader" means an employee who directs the activities of vehicle drivers in the transfer of vehicles between factory and storage areas and/or the loading of vehicles onto railway trucks or other vehicle transporters;

"convoy master" means an employee who selects vehicles for despatch to destinations and is in charge of the loading, lashing, covering and despatch of vehicles;

"coolant handler" means an employee who is required to maintain the coolant liquid levels in the coolant tanks of production machines;

"Council" means the Industrial Council for the Automobile Manufacturing Industry, Eastern Province;

"welwillendheidsdrywer" 'n werknemer wat motorvoertuie volgens opdrag dryf by die vervoer van belangrike personeel, en vir die toepassing van hierdie omskryfwing sluit die uitdrukking "dryf" in alle tydperke waartydens daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tydperke waartydens hy verplig is om op sy pos te bly, gereed om te dryf;

"bakversorger" 'n werknemer wat materiaal in bakke en/of mandjies laai en sodanige materiaal na monteertreine neem;

"kussingsoortrekselmonteur" 'n werknemer wat kussingsoortreksels en ander stoffeermateriaal aan sitplekvere vasmaak;

"voorraadopnemer" 'n werknemer wat lopende voorraadbalanse bepaal deur plaaslike-aankoop-produksiemateriaal met vasgestelde tussenpose fisies te tel en wat verskeie registers in verband met hierdie werksaamheid byhou;

"databeheerder" 'n werknemer wat die invoer moet nagaan, die deurgestuurde vorms kontroleer om korrekte kompilering te verseker en die volledigheid van data-invoer en -uitvoer en die stand van lysie moet kontroleer;

"ontroestekbediener" 'n werknemer wat metaalkomponente in 'n tenk met 'n ontroesoplossing plaas en na onderdompeling die onderdele verwyder en dit op rakke plaas;

"ontroester" 'n werknemer wat roes of met die hand of deur die toediening van chemikalieë of deur kragaangedrewe meganiese apparaat van komponente verwyder;

"detailtekenaar" 'n werknemer wat tekenings volgens monsterkomponente en/of tekenings van buiteleweransiers maak, tekenings van ontwerpplanne, meganiese en binnetoebehoere-items maak, kennis dra van lysie van ingenieurskomponente en wat vir die bywerking van minder belangrike installasietekeninge verantwoordelik is;

"vormgieter (battery)" 'n werknemer wat gesmelte lood met die gietlepel in vorms gooi en die uitgooihefboom hanteer om die gevormde loodkomponente uit te laat nadat die lood gestol het;

"diëlektriese masjienbediener" 'n werknemer wat stoffeermateriaal op rame plaas, die rame in outomatiese diëlektriese masjiene voer en die materiaal verwyder nadat die masjiensiklus voltooi is;

"diëlektriese perslaaier" 'n werknemer wat 'n diëlektriese masjien bedien en van wie vereis word om die hitte- en drukkontroles volgens vooraf bepaalde spesifikasies te stel en van wie vereis word om ander verwante pligte uit te voer, met inbegrip van die laai of ontlai van die masjien;

"stempelhanteerder" 'n werknemer wat verantwoordelik is vir die uitkies van stempels en die neem daarvan na en van die persbed, wat help om die stempel op die persbed in posisie te plaas, maar wat nie stelwerk verrig nie;

"stempelopsteller" 'n werknemer wat stempels in perse opstel, die proefdele laat afloop en hierdie onderdele met tekenings vergelyk of d.m.v. vaste kontroles nagaan om te sien of dit akkuraat is en wat ook daarvoor verantwoordelik is om veiligheidsuitrusting op perse op te stel;

"stempelopsteller A" 'n werknemer met minder as 12 maande ondervinding as stempelopsteller;

"stempelopsteller B" 'n werknemer met minstens 12 maande maar minder as 36 maande ondervinding as stempelopsteller;

"stempelopsteller C" 'n werknemer met minstens 36 maande ondervinding as stempelopsteller;

"skyfsnyer" 'n werknemer wat gebruikte skuurskywe restoreer deur gerafelde kante te verwyder;

"deur-, dak- en enjinkapversteller" 'n werknemer wat deure, dakke, en enjinkappe met spesiale handgereedskap verstel om te verseker dat dit behoorlik pas;

"deur-, dak- en enjinkapomklinker" 'n werknemer wat deure, dakke en enjinkappe in 'n setmaat plaas en flense met 'n kragomklinkmasjien omklink;

"deur-, dak-, enjinkap- en modderskermhanger" 'n werknemer wat met kraggereedskap deure hang en dakke, enjinkappe en modderskerms aan die bak vassit;

"deur-, dak- en enjinkappasser" 'n werknemer wat deure, dakke en enjinkappe op bakrompe in posisie plaas en pas;

"natrektekenaar" 'n werknemer wat tekenings reproduseer deur hulle volgens die oorspronklike na te trek;

"druprelingroller" 'n werknemer wat foute in die vorm van die drupreling met 'n hamer en meganiese roller regmaak;

"werknemer" 'n uurliks besoldigde werknemer vir wie lone in klousule 4 van hierdie Ooreenkoms voorgeskryf word;

"indiensnemingsassistent" 'n werknemer wat dokumentasie in verband met die indiënsnemingsprosedure vir nuwe personeel opstel en wat as tolk kan optree;

"Enjinmonteur" 'n werknemer wat bepaalde komponente aan enjins op die enjinmonteerbaan monteër;

"courtesy driver" means an employee who drives motor vehicles as instructed in the transportation of V.I.P. personnel, and for the purposes of this definition, "driving" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"crib attendant" means an employee who loads materials into bins and/or baskets and who transfers such materials to assembly areas;

"cushion cover assembler" means an employee who attaches cushion covers and other upholstery material to seat springs;

"cycle checker" means an employee who determines current inventory balances by physically counting local purchase production material at established frequencies and maintains various records allied to this operation;

"data control operator" means an employee who reviews input, checks transmitted forms to ensure correct compilation, checks completeness of data input and output and condition of schedules;

"de-rust tank operator" means an employee who places metal components into de-rusting solution tank, and after submersion, removes parts and places them on racks;

"de-ruster" means an employee who removes rust from components either manually or by application of chemicals or by power-operated mechanical devices;

"detailer" means an employee who prepares drawings from sample components and/or drawings from outside suppliers, prepares drawings of layouts, mechanical and trim items, has a knowledge of engineering parts lists and is responsible for the updating of minor installation drawings;

"die-casting operator (battery)" means an employee who pours molten lead from ladle into moulds and, after lead has set, operates ejection lever to release moulded lead components;

"dielectric machine operator" means an employee who places upholstery material onto frames, feeds frames into automatic dielectric machine, and removes material after machine cycle has been completed;

"dielectric press loader" means an employee who operates a dielectric machine and who is required to set the heat and pressure controls according to predetermined specifications and who is required to perform other related duties which include loading or unloading the machine;

"die handler" means an employee who is responsible for the selection and movement of dies to and from the pressbed, assists in the placing of the die on the pressbed but who does not setting;

"die setter" means an employee who sets up dies in presses, runs off first piece parts and checks these parts for accuracy against drawings or checking fixtures and who is also responsible for setting up safety equipment on presses;

"die setter A" means an employee who has had less than 12 months' experience as a die setter;

"die setter B" means an employee who has had not less than 12 months' experience but less than 36 months' experience as a die setter;

"die setter C" means an employee who has had not less than 36 months' experience as a die setter;

"disc cutter" means an employee who restores used sanding discs by means of trimming off frayed edges;

"door, deck lid and bonnet adjuster" means an employee who adjusts doors, deck lids and bonnets to ensure a proper fit, using special hand tools;

"door, deck lid and bonnet clincher" means an employee who places doors, deck lids and bonnets in a jig and clinches flanges with power-operated clincher;

"door, deck lid, bonnet and fender hanger" means an employee who hangs doors, secures deck lids, bonnets and fenders to body, using power tools;

"door, deck lid and bonnet positioner" means an employee who fits and positions doors, deck lids and bonnets to body shells;

"drawing office tracer" means an employee who reproduces drawings by means of tracing them from the original;

"drip rail roller" means an employee who, by using a hammer and mechanical roller, corrects any imperfection in the shape of the drip rail;

"employee" means an hourly rated employee for whom wages are prescribed in terms of clause 4 of this Agreement;

"employment assistant" means an employee who prepares documentation related to the employment procedure of new personnel and who may act as interpreter;

"engine assembler" means an employee who affixes specific components to engines on the engine assembly line;

"enjinmonteerinspekteur" 'n werknemer wat enjineenhede wat gemonteer word, visueel en met gebruik van vooraf gestelde meters en/of instrumente nasien en inspekteer;

"enjinhersteller" 'n werknemer wat herstelwerk verrig aan enjins wat aan voertuie in die proses van vervaardiging gemonteer is en/of aan enjins wat na die hittetoets afgekeur is;

"enjin-/ratkasbespuiters" 'n werknemer wat beskermende lae op enjins of ratkaste spuit;

"enjintoetsers" 'n werknemer wat pas gemonteerde enjins laat loop en, waar nodig geringe verstellings volgens vooraf vasgestelde spesifikasies doen;

"evaluerings tegnikus" 'n werknemer wat enjins na toetslope uitmekaar haal, die onderdele visueel of met behulp van instrumente nasien en oor sy bevindings verslag doen;

"fabrieksgids" 'n werknemer wat besoekers volgens 'n beplande program deur 'n fabriek begelei;

"finale inspekteur" 'n werknemer wat vir die gehalte-aanvaarding van produkte tydens of na die monter- of vervaardigingsproses verantwoordelik is;

"brandweerman se assistent" 'n werknemer wat skofbrandweermanne help om brande te bestry, brandvoorkomingspligte te verrig en brandweeruitrusting te onderhou;

"hoofbrandweerman" 'n werknemer wat aan die hoof staan van skofbrandweermanne en wat enigen van of al hul pligte kan verrig;

"eerstehulp assistent" 'n werknemer wat eerstehulppersoneel help met die behandeling van siek of beseerde werknemers;

"voorman" 'n werknemer aan die hoof van werknemers in 'n fabriek, wat beheer oor sodanige werknemers uitoefen en daarvoor verantwoordelik is dat hulle hul aangewese pligte doeltreffend uitvoer;

"garagetegnikus" 'n werknemer wat foute deur middel van elektroniese toetsuitrusting diagnoseer en wat herstelwerk aan motorvoertuie kan verrig;

"verglaser" 'n werknemer wat geringe foutjies aan 'n bakromp met 'n mengsel opvul en gelyk maak;

"roostergieter" 'n werknemer wat 'n outomatiese roostergietmasjien bedien;

"bruto voertuigmassa" die maksimum toelaatbare massa van sodanige voertuig, met inbegrip van sy vrag soos deur die vervaardiger gespesifiseer;

"groepleier" 'n werknemer wat die werksaamhede reël van werknemers wat in sy sone werk en daarbenewens die werk van sodanige werknemers verrig;

"guillotine- en bandsaagbediener" 'n werknemer wat 'n vooraf opgestelde guillotine bedien en/of vooraf gemerkte materiaal met 'n bandsaag saag;

"dakvoeringwerker" 'n werknemer wat vooraf gevormde selfkleefdakvoering aan die binneste bokant van die bakromp plak en stutte in vooraf bepaalde posisies plaas en wat dit kan verstel om dit te laat pas deur dit te stoom en/of met die hand te rek;

"drywer van swaar voertuig" 'n werknemer wat 'n motorvoertuig met 'n bruto voertuigmassa van meer as 3 500 kg dryf, maar omvat dit nie 'n trekkerdrywer nie, en vir die toepassing van hierdie omskrywing omvat "dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vrag en alle tye wat hy op sy pos moet bly, gereed om te dryf;

"hyserbediener" 'n werknemer wat materiaal met 'n krag- of meganiese hyser ophys, laat sak of verplaas;

"gateboorder" 'n werknemer wat 'n kragboor bedien om gate op vooraf bepaalde piekke of met behulp van 'n setmaat te boor;

"aanhaker-opstapelaar" 'n werknemer wat stroppe of hake aan kiste materiaal vasmaak sodat 'n kraan dit kan ophang, en toesien dat dit vir opstapeling in 'n korrekte posisie geplaas word;

"hittetoetsbediener" 'n werknemer wat eenvoudige en herhalende aanhaakwerksaamhede van roetine-aard aan enjins op hittetoetsstanders verrig;

"uurliks besoldigde werknemer" 'n werknemer wat werksaam is in een of meer van die beroepe of hoedanighede wat in die omskrywings "werknemer graad 1" tot "werknemer graad 8" verskyn;

"instrumente- en elektronika-tegnikus" 'n werknemer wat verantwoordelik is vir die onderhoud en herstel van elektriese en elektroniese instrumente en uitrusting en wat bestaande instrumente en uitrusting kan ontwerp en wysig;

"Kardex-klerk" 'n werknemer wat die beweging van vlottende voorrade, allerlei produksie- en bestellingsinligting, inventarissysers, pryse en ander inligting aanteken;

"laboratorium assistent" 'n werknemer wat laboratoriumapparaat skoonmaak en steriliseer, monsters opstel, met toetse help en eenvoudige meetwerk doen;

"laboratorium versorger" 'n werknemer wat vir algemene sindeklheid van die laboratorium en uitrusting verantwoordelik is;

"engine assembly inspector" means an employee who checks and inspects engine units being assembled by means of visual checks and the use of pre-set gauges and/or instruments;

"engine repairman" means an employee who carries out repairs to engines fitted to vehicles in process and/or engines rejected subsequent to hot test;

"engine/gear-box sprayer" means an employee who sprays protective coatings onto engines or gear-boxes;

"engine tester" means an employee who runs newly assembled engines and makes minor adjustments, where necessary, to predetermined specifications;

"evaluation technician" means an employee who dismantles engines after test runs, examines component parts visually or with the use of instruments, and reports his findings thereon;

"factory guide" means an employee who conducts visitors on scheduled tours through a factory;

"final inspector" means an employee who is responsible for the quality acceptance of products during or after the assembly or manufacturing process;

"fireman's assistant" means an employee who assists shift firemen with fire fighting, fire prevention duties and the maintenance of fire fighting equipment;

"firemaster" means an employee who controls shift firemen and who may perform any or all of their duties;

"first-aid assistant" means an employee who assists first-aid personnel in the treatment of ill or injured employees;

"foreman" means an employee in charge of employees in a factory, who exercises control over such employees and who is responsible for the efficient performance by them of their assigned duties;

"garage technician" means an employee who diagnoses faults by means of electronic testing equipment and who may execute repairs on motor vehicles;

"glazer" means an employee who fills in and smooths slight imperfections on a body shell with compound;

"grid caster" means an employee who operates an automatic grid-casting machine;

"gross vehicle mass" means the maximum permissible mass of such vehicle including its load as specified by the manufacturer;

"group leader" means an employee who directs the activities of employees working in his zone and who, in addition, performs the work of such employees;

"guillotine and band saw operator" means an employee who operates a pre-set guillotine and/or cuts pre-marked material by means of a band saw;

"headliner" means an employee who affixes pre-shaped self adhesive headlining to inside top of body shell and places supporting stays in pre-set positions and who may adjust to fit by steaming and/or hand stretching;

"heavy vehicle driver" means an employee who is engaged in driving a motor vehicle with a gross vehicle mass exceeding 3 500 kg, but does not include a tractor driver, and for the purposes of this definition, "driving" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"hoist operator" means an employee who lifts, lowers or transfers material by means of either a power or mechanical hoist;

"hole driller" means an employee who operates a power drill to drill holes to predetermined positions or by means of a jig;

"hooker/stacker" means an employee who attaches slings or hooks to cases of material for lifting by crane and directs their correct positioning for stacking;

"hot test operator" means an employee who performs simple and repetitive routine hook-up operations to engines on hot test stands;

"hourly rated employee" means an employee employed in one or more occupations or capacities listed in the definitions "Grade 1 employee" to "Grade 8 employee";

"instrument and electronics technician" means an employee who is responsible for the maintenance and repair of electrical and electronic instruments and equipment and who may design and modify existing instruments and equipment;

"Kardex clerk" means an employee who records the movement of float stock, miscellaneous production and order information, inventory figures, prices and other information;

"laboratory assistant" means an employee who cleans and sterilizes laboratory apparatus, draws samples, assists with tests and takes simple measurements;

"laboratory attendant" means an employee who is responsible for the general cleanliness of the laboratory and equipment;

"arbeider" 'n werknemer wat ongeskoolde werk verrig wat nie elders spesifiek genoem word nie;

"vasmaker" 'n werknemer wat voertuie aan spoorwegtrokke of ander voertuigvervoerders vasmaak;

"diensopskorting" dié geleentheid wanneer die werknemer se diens in opdrag van die werkgever tydelik opgeskort of sy werkure verminder word omdat die fabriek of werksaamheid tot stilstand kom of ingekort word: Met dien verstande dat sodanige diensopskorting nie die gevolg is nie van—

(a) dissiplinêre optrede om 'n afdoende rede;

(b) 'n staking of uitsluiting en/of sloerstaking, werkstopsetting of gesamentlike optrede van water aard ook al by 'n fabriek of fabriek, of 'n geskil van water aard ook al in Suid-Afrika;

(c) nie-produksie by 'n fabriek of fabriek vanweë buitensporige absenteïsme;

(d) oorlog of 'n vyandelike daad van 'n vreemde moondheid of organisasie of liggaam;

(e) sabotasie, oproer of opstand;

(f) onklaarraking of nie-beskikbaarheid van die fabriek, masjinerie of materiaal wat lei tot diensopskorting van 'n werkdag of minder;

(g) 'n natuurramp; of

(h) aandklokkeëls;

"ontwerp- en metertegnikus" 'n werknemer wat dimensionale ontwerp-toets van komponente volgens bloudrukspesifikasies doen en produksieprobleme ontlee;

"loodaanwender" 'n werknemer wat defekte in metaal herstel deur gesmelte soldeersel op die plek aan te bring en dit met 'n stryplank gelyk te maak;

"drywer van ligte voertuig" 'n werknemer wat 'n passasiërs- of handelsvoertuig met 'n bruto voertuigmassa van hoogstens 3 500 kg dryf, en vir die toepassing van hierdie omskrywing omvat "dryf" alle tydperke waarin daar gedryf word en alle tyd wat die drywer bestee aan werk in verband met die voertuig of die vraag en alle tye wat hy op sy pos moet bly, gereed om te dryf;

"baaninspekteur" 'n werknemer wat voertuie in die proses van vervaardiging volgens vasgestelde standaarde visueel en funksioneel ondersoek;

"sluitkaskamerversorger" 'n werknemer wat veiligheidspligte in die sluitkaskamers en waskamers verrig en vir die sindelikeit daarvan verantwoordelik is;

"masjienbediener I" 'n werknemer wat produksiemasjiene en -uitrusting laai, ontlai en bedien en wat geringe gereedskapsverstellings kan doen indien nodig;

"masjienbediener (vervaardiging)" 'n werknemer wat half-outomatiese en/of outomatiese vooraf opgestelde masjiene laai, sodanige masjiene deur middel van 'n knoppie bedien, komponente uithaal ná voltooiing van die masjiensiklus en van wie vereis kan word om vooraf gestelde meters te gebruik;

"masjienopsteller/werkopsteller" 'n werknemer wat masjiensetmate en -setklemme uitmekaar haal, monteer en heropstel om aan beplande produksieveranderinge te voldoen;

"masjienopsteller/werkopsteller A" 'n werknemer met minder as 12 maande ondervinding as masjienopsteller/werkopsteller;

"masjienopsteller/werkopsteller B" 'n werknemer met minstens 12 maande maar minder as 36 maande ondervinding as masjienopsteller/werkopsteller;

"masjienopsteller/werkopsteller C" 'n werknemer met minstens 36 maande ondervinding as masjienopsteller/werkopsteller;

"masjienwerkinspekteur" 'n werknemer wat gemasjineerde komponente fisies en visueel ondersoek met behulp van 'n verskeidenheid hand- en vaste meters en wat noukeurig aandag skenk aan die masjienneerwerking vir 'n aanduiding van die toestand van die afwerkingsgereedskap;

"onderhoudsverwer (ongediplomeerd)" 'n werknemer wat oppervlakke van masjiene en geboue voorberei deur dit skoon te maak, te skraap en 'n grondlaag aan te bring, en wat aangemaakte verwe daarop aanbring en ook gebreke vensterruite kan vervang;

"toeplakker" 'n werknemer wat plekke toeplak om hulle gedurende spuitverfwerksaamhede teen spatels te beskerm;

"materiaalhandteerder (algemeen)" 'n werknemer wat materiaal sorteer, tel, uitreik en versprei;

"materiaalhandteerder (uitpak)" 'n werknemer wat kiste oopmaak, die inhoud daarvan verwyder en dit na berg- en/of gebruikplekke versprei;

"materiaalhandteertegnikus" 'n werknemer wat verslae oor die vloei van materiaal, voorraadtekortfasiliteite, gebruik van uitrusting en pakgoedbenodigdhede opstel;

"materiaalafvalklerk" 'n werknemer wat beskadigde komponente ondersoek om vas te stel of hulle herstel kan word of afgekeur moet word;

"labourer" means an employee who does work of an unskilled nature not elsewhere specifically provided for;

"lasher" means an employee who secures vehicles to railway trucks or other vehicle transporters;

"lay-off" means the occasions when, at the instance of the employer, the employee's employment is temporarily suspended or his working hours are reduced by reason of the discontinuance or reduction of a plant or operation: Provided such lay-off is not as a consequence of—

(a) disciplinary action for any good and sufficient reason;

(b) any strike or lock-out and/or any slowdown, work stoppage or concerted action of any kind at any plant or plants, or any dispute of any kind in South Africa;

(c) non-production at a plant or plants due to high delinquent absenteeism;

(d) any war or hostile act of a foreign power or organisation or body;

(e) sabotage, riot or insurrection;

(f) any breakdown or unavailability of plant, machinery or material resulting in a lay-off of one work-day or less;

(g) any act of God; or

(h) any curfew measures;

"layout and gauge technician" means an employee who carries out dimensional layout checks of components to blue print specifications and analyses production problems;

"lead wiper" means an employee who repairs imperfections in metal by applying molten solder to the area and smooths it off with a float;

"light vehicle driver" means an employee who is engaged in driving a passenger vehicle or a commercial vehicle with a gross vehicle mass which does not exceed 3 500 kg, and for the purposes of this definition, "driving" includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

"line inspector" means an employee who carries out visual and functional examinations of vehicles in process to specified standards;

"locker room attendant" means an employee who carries out security duties within the locker rooms and ablution areas, and who is responsible for the cleanliness thereof;

"machine operator I" means an employee who loads, unloads and operates production machines and equipment and who may carry out minor tool adjustments when required;

"machine operator (manufacturing)" means an employee who loads semi and/or automatic pre-set machines, operates such machines by means of button control, unloads components after completion of machine cycles and who may be required to use pre-set gauges;

"machine setter/job setter" means an employee who strips down, builds up and re-sets machine jigs and fixtures to meet scheduled production changes;

"machine setter/job setter A" means an employee who has had less than 12 months' experience as a machine setter/job setter;

"machine setter/job setter B" means an employee who has had not less than 12 months' experience but less than 36 months' experience as a machine setter/job setter;

"machine setter/job setter C" means an employee who has had not less than 36 months' experience as a machine setter/job setter;

"machine inspector" means an employee who examines, physically and visually, machined components, using a variety of hand and fixture gauges and gives close attention to machining finish for indication of tooling conditions;

"maintenance painter (uncertificated)" means an employee who prepares surfaces of machines and buildings by cleaning, scraping and priming these surfaces and applies to them ready-mixed paints and who may also replace broken window panes;

"masker" means an employee who masks areas to protect them from off-spray during spraying operation;

"material handler (general)" means an employee who sorts, counts, issues and distributes materials;

"material handler (unboxing)" means an employee who opens cases, removes the contents and distributes them to storage and/or usage points;

"material handling technician" means an employee who compiles reports on material flow, stock shortage facilities, equipment utilisation and dunnage requirements;

"material spoilage clerk" means an employee who examines damaged components to determine whether they can be repaired or should be rejected;

"meganiese hersteller" 'n werknemer wat meganiese herstelwerk in die Outomobielywerheid verrig en wat allerlei meganiese herstelwerk aan voertuie in die proses van vervaardiging uitvoer;

"meganiese hersteller A" 'n werknemer met minstens 18 maande ondervinding as meganiese hersteller;

"meganiese hersteller B" 'n werknemer met minder as 18 maande ondervinding as meganiese hersteller;

"bediener van meganieseveër" 'n werknemer wat 'n meganiese veër bedien ten einde vloere te vee en/of te was;

"bode" 'n werknemer wat binne die maatskappy as bode optree en vir die aflewering van pos binne die maatskappy verantwoordelik is;

"metaalafwerker" 'n werknemer wat defekte in plaatmetaalkomponente herstel of verwyder deur geskikte handgereedskap te gebruik;

"metaalafwerker (alsydig)" 'n werknemer wat allerlei metaalafwerk-werksaamhede, met inbegrip van geringe herstelwerk, verrig;

"loopkraandrywer" 'n werknemer wat 'n kragloopkraan bedien wat vir die laai, aflaai, verskuif en opstapel van kiste of materiaal gebruik word;

"poetsbesem- en kolpoleerder" 'n werknemer wat deur middel van 'n kragpoetsbesem of deur met die hand te vryf, vlekke op verfwerk van voertuie of komponente verwyder;

"motorvoertuig" 'n vervoermiddel met wiele wat deur elektriese of meganiese krag (uitgesonderd stoom) aangedryf word en bedoel is vir die sleep en/of vervoer van persone en/of goedere en/of vrigte, maar omvat dit nie uitrusting wat ontwerp is om op vaste spore te loop, sleepwaens bedoel om vrigte van 20 ton of meer te vervoer of vliegtuie nie;

"vlottendevoorraadkier" 'n werknemer wat vlottendevoorraadregisters ontleed en vlottende voorraad vooraf bereken en leweransiemaatskappye van dringende voorraadbehoeftes in kennis stel;

"knibbelmasjienbediener" 'n werknemer wat 'n kragwerktuig gebruik om oortollige metaal af te sny volgens vooraf bepaalde merk van openings in bakrompe en/of plaatmetaal volgens vooraf bepaalde patrone sny;

"gewone werkweek" (vir die toepassing van klousule 14) dié tydperk van sewe agtereenvolgende dae ten opsigte waarvan betaling op die gewone betaaldag van 'n bedryfsinrigting of seksie van 'n bedryfsinrigting geskied;

"olieman" 'n werknemer wat masjienerie en uitrusting smeer volgens vooraf vasgestelde voorkomende onderhoudsvoorskrifte;

"gewone werkdag" 'n werkdag behalwe Saterdag of Sondag;

"bobaankraandrywer" 'n werknemer wat 'n kragbobaankraan bedien wat op spore loop en vir die laai, aflaai, verskuiwing en opstapel van kiste of materiaal gebruik word;

"verpakker" 'n werknemer wat vooraf gekeurde artikels in geskikte houers verpak;

"verpakker/kratverpakker" 'n werknemer wat vooraf uitgesoekte artikels verpak en in kratte verpak;

"verwer (gekwalfiseer)" 'n werknemer wat oor verfwerksaamhede toesig hou, werk uitdeel, verseker dat dit volgens spesifikasie gedoen word en daarbenewens oppervlakte kan voorberei, dit kan verf, gebreekte vensterruite kan vervang en verf kan bestel en meng;

"verwer (ongeskool)" 'n werknemer wat minder belangrike ruwe verfligte onder toesig verrig;

"verfmenger" 'n werknemer wat verseker dat die toevoer van verf na spuitbokke bestendig is en dat die viskositeit van die verf aan vooraf bepaalde spesifikasies voldoen;

"verfmengbediener" 'n werknemer wat 'n verfmengroerder laai, bedien en ontlai;

"pastamasjienbediener" 'n werknemer wat batteryroosters in 'n outomatiese frees voer ter voorbereiding vir outomatiese verwerking deur 'n pastamasjien daarna;

"lymaanwender" 'n werknemer wat kleefstof met 'n kwas aan binne-toebehore-komponente aanbring vir vasplak aan eenhede in die proses van vervaardiging;

"lymaanwender en kleefstofsprayer" 'n werknemer wat kleefstowwe met 'n kwas op bekleedselmateriaal aanbring of dit daarop spuit en die materiaal op die oppervlak plaas waarop dit vasgesit moet word;

"pastamengbediener" 'n werknemer wat oksied en suur volgens vooraf bepaalde standaarde met 'n meganiese menger tot 'n pasta meng vir die vervaardiging van batterye;

"petrolpompbediener" 'n werknemer wat voertuigtanks met brandstof vul, brandstofverbruik aanteken en opgawes van kilometerafstand en brandstof/verbruik invul;

"fotodrukker" 'n werknemer wat vergrotings of verkleinings volgens spesifikasie van eenkleurige of kleurpositiese of -negatiewe maak om afdrucke of transparante te lewer;

"mechanical repairman" means an employee engaged in mechanical repair work in the Automobile Manufacturing Industry and who carries out various mechanical repairs to vehicles in process;

"mechanical repairman A" means an employee who has had not less than 18 months' experience as a mechanical repairman;

"mechanical repairman B" means an employee who has had not less than 18 months' experience as a mechanical repairman;

"mechanical sweeper operator" means an employee who operates a mechanical sweeper for the purpose of either sweeping and/or washing floors;

"messenger" means an employee who acts as an in-company messenger and is responsible for the delivery of in-company mail;

"metal finisher" means an employee who repairs or removes imperfections from sheet metal components by using appropriate hand tools;

"metal finisher (all-round)" means an employee who is engaged in various metal finishing operations, including minor repair work;

"mobile crane driver" means an employee who operates a power-driven mobile crane used for loading, unloading, moving and stacking-cases or materials;

"mop and spot polisher" means an employee who, by means of a power-operated mop or by rubbing by hand, removes blemishes from paint work of vehicles or components;

"motor vehicle" means any wheeled conveyance propelled by electrical or mechanical power (other than steam) and designed for haulage and/or for the transportation of persons 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;

"M.P.O. clerk" means an employee who analyses float store records and forecasts float store requirements and advises source companies of urgent stock requirements;

"nibbling machine operator" means an employee who uses a power tool to trim off excess metal to predetermined markings of apertures of body shells and/or cuts sheet metal to predetermined patterns;

"normal work week" (for the purposes of clause 14) means that period of seven consecutive days in respect of which payment is made on the usual pay-day of an establishment or section of an establishment;

"oiler" means an employee who attends to the lubrication of machinery and equipment in terms of predetermined preventive maintenance schedules;

"ordinary working day" means any work-day other than a Saturday or Sunday;

"overhead crane driver" means an employee engaged in operating a power-driven overhead crane propelled on rails used for loading, unloading, moving and stacking cases or materials;

"packer" means an employee who packs pre-selected articles into suitable containers;

"packer/crater" means an employee who packs and crates pre-selected articles;

"painter (qualified)" means an employee who supervises painting operations, allocates work, ensures that it is done to specification and who may, in addition, prepare surfaces, paint them, replace broken window panes and order and mix paints;

"painter (unskilled)" means an employee who performs minor rough painting duties under supervision;

"paint mixer" means an employee who ensures that a constant supply of paint is supplied to spray booths and that the viscosity of the paint conforms to predetermined specifications;

"paint mixing attendant" means an employee who loads, operates and unloads a paint mixing agitator;

"paste machine operator" means an employee who feeds battery grids into automatic milling cutter for subsequent automatic processing by paste machine;

"paster" means an employee who applies adhesive compounds by brush to trim components for fixing to units in process;

"paster and adhesive sprayer" means an employee who either applies by brush or sprays adhesive compound onto trim material and places material onto the surface to which it is to be affixed;

"paste mixing operator" means an employee who, according to predetermined standards, mixes oxide and acid by means of a mechanical mixer into paste for battery manufacture;

"petrol pump attendant" means an employee who fills vehicle tanks with fuel, records fuel usage and completes distance in kilometres and fuel usage returns;

"photographic printer" means an employee who makes enlargements or reductions to specification from monochrome or colour positives or negatives to produce prints or transparencies;

"fotografiese proseswerker" 'n werknemer wat sorg dra dat fotografiese chemiese prosesse binne vooraf bepaalde spesifikasies gehou word;

"uithaler" 'n werknemer wat komponente en bybehore met die hand uit bakke haal soos deur keuringdokumente vereis;

"uithaler/verpakker" 'n werknemer wat komponente en bybehore met die hand uit bakke haal soos deur keuringdokumente vereis en materiaal vir versending in houters pak;

"poleerder" 'n werknemer wat geringe verfgebreke wat oorverf vereis, wegpoleer;

"presisieplateerder" 'n werknemer wat elektroplateer-, chemiese en hittebehandelingsprosesse uitvoer;

"persbediener" 'n werknemer wat plaatmetaal in 'n pers laai, die pers aanskakel, geperste dele verwyder en opstapel en afsnystukke verwyder;

"grondlaagspuit" 'n werknemer wat deur middel van 'n sproeispuut die grondlaag op metaalkomponente spuit;

"afdrukassistent" 'n werknemer wat algemene afdruk-, afrol- en kopieëruitrusting onder toesig bedien;

"afdrukkamerbediener" 'n werknemer wat 'n spesifieke presisie-drukmasjien bedien;

"afdrukkamerbediener (alsydig)" 'n werknemer wat 'n verskeidenheid presiesiedrukmasjiene bedien;

"prosestegnikus" 'n werknemer wat die oorsaak van defekte in produksie-items vasstel en aanbeveel hoe dit verbeter kan word;

"produksiegas- en/of -boogsewer" 'n werknemer wat verskeie produksiegas- en/of -boogsewerksaamhede verrig;

"produksiespuitverwer (emalje of Duco)" 'n werknemer wat die verfslang met die beplande kleur kies, die slang aan die sproeispuut konekteer en emalje of Duco op die bakromp of ander komponente spuit;

"hersteller van beskermende uitrusting" 'n werknemer wat veiligheidsuitrusting onderhou, herstel en aan werknemers uitreik soos vereis;

"ponsbediener" 'n werknemer wat datakaarte pons waar 'n geringe afwyking betrokke is wat die herpons van bestaande datakaarte vereis;

"verkoelerwerkwinkelwerker" 'n werknemer wat monteërwk-saamhede in die verkoelerwerkwinkel uitvoer;

"besoldiging" die betaling in geld of in goedere aan iemand of aan iemand verskuldig wat op watter wyse ook al uit sy diens voortspruit;

"hersteller (produksie) A" 'n werknemer wat minstens 18 maande ondervinding van herstelwerk in die Automobielenywerheid en wat verskillende soorte herstelwerk aan onvoltooide en/of voltooide voertuie of produkte in die vervaardigingsproses uitvoer;

"hersteller (produksie) B" 'n werknemer met minder as 18 maande ondervinding van herstelwerk in die Automobielenywerheid en wat verskillende soorte herstelwerk aan onvoltooide en/of voltooide voertuie of produkte in die vervaardigingsproses uitvoer;

"herstelwerkwinkelassistent" 'n werknemer wat voertuigonderdele of -eenhede onder aanwysing en toesig van 'n ambagsman verwyder en/of vervang, en wat voertuigkomponente kan monteë, verstel en nagaan;

"klinkwerker" 'n werknemer wat 'n kragklinkmasjien bedien;

"dakvinielmonteur" 'n werknemer wat kleefstof aan die dak van die bakromp aanbring, vooraf gesnyde vinielmateriaal op die dak vassit en oorskietmateriaal afsny;

"herwiner" 'n werknemer wat beskadigde of defektiewe gemonteerde onderdele ondersoek, herstel en oordoen, nuwe onderdele op monterings aanbring en nagaan of dit doeltreffend werk;

"skuurder/pletter" 'n werknemer wat die rofheid van die oppervlakke van grondlae verf met die hand of 'n masjien verwyder;

"sand-/haelstraler" 'n werknemer wat roes en vullis van metaalkomponente verwyder deur 'n sand- of haelstraalspuut te gebruik;

"saagbediener" 'n werknemer wat 'n kragsaag bedien en hout volgens vooraf bepaalde afmetings sny;

"verseëlaar/indompelaar" 'n werknemer wat weerbestande en stofdigte materiaal in posisie plaas, seëlmengsel op baknate aanbring en/of komponente in seëltens dompel en komponente ná onderdompeling verwyder;

"seksieleier" 'n werknemer wat onder toesig die funksies van werknemers in 'n seksie van die bedryfsinrigting koördineer;

"senior chemiese proseskontroleur" 'n werknemer wat verseker dat chemiese proseskontroleurs hul pligte doeltreffend uitvoer en ook die verskillende chemiese prosesse nagaan en toets en oor alle afwykings van standarde verslag doen;

"senior klerk" 'n werknemer wat pligte uitvoer wat in sekere mate wissel en nie van herhalende aard is nie maar 'n mate van inisiatief vereis, en wat selfstandig werk;

"photographic process attendant" means an employee who ensures that photographic chemical processes are kept within predetermined specifications;

"picker" means an employee who manually picks components and accessories from bins as required by selection documents;

"picker/packer" means an employee who manually picks components and accessories from bins as required by selection documents and packs material into containers for despatch;

"polisher" means an employee who polishes out minor paint defects requiring re-painting;

"precision plater" means an employee who carries out electroplating, chemical and heat treatment processes;

"press operator" means an employee who loads sheet metal into a press, activates the press, removes and stacks pressed parts, and removes off-cuts;

"prime sprayer" means an employee who, by means of a spray gun, sprays primer onto metal components;

"printing assistant" means an employee who operates general printing, duplicating and copying equipment under supervision;

"print room operator" means an employee who operates a specific precision printing machine;

"print room operator (all-round)" means an employee who operates a variety of precision printing machines;

"process technician" means an employee who determines the cause of defects in production items and recommends corrective action;

"production gas and/or arc welder" means an employee who performs various production gas and/or arc welding operations;

"production sprayer (enamel or Duco)" means an employee who selects the paint hose carrying the scheduled colour, connects hose to spray gun, and sprays enamel or Duco onto the body shell or other components;

"protective equipment repairman" means an employee who maintains, repairs and issues safety equipment to employees as required;

"punch operator" means an employee who punches data cards where a minor deviation is involved requiring the repunching of existing data cards;

"radiator shop operator" means an employee who carries out assembly operations in the radiator shop;

"remuneration" means any payment in money and/or in kind, made or owing to any person, which arises in any manner whatsoever out of employment;

"repairman (production) A" means an employee with at least 18 months' experience in repair work in the Automobile Manufacturing Industry and who carries out various repairs to incomplete and/or complete vehicles or products in process;

"repairman (production) B" means an employee with less than 18 months' experience in repair work in the Automobile Manufacturing Industry and who carries out various repairs to incomplete and/or complete vehicles or products in process;

"repair shop assistant" means an employee who under the direction and supervision of an artisan removes and/or replaces vehicle parts or units and who may fit, adjust and check vehicle components;

"riveter" means an employee who operates a power-operated riveting machine;

"roof vinyl assembler" means an employee who applies adhesive compound onto the roof of the body shell, who affixes pre-cut vinyl material onto the roof and trims off excess material;

"salvage repairman" means an employee who examines, repairs and reworks damaged or defective assembled parts, fits new parts to assemblies and checks for efficient working;

"sander/flatter" means an employee who removes roughness from prime paint surfaces by hand or machine;

"sand/shot blaster" means an employee who removes rust and dirt from metal components by using a shot blasting or sand blasting gun;

"saw operator" means an employee who operates a power-driven saw and cuts wood to predetermined dimensions;

"sealer/dipper" means an employee who places weather and dust-proofing in position, applies sealing compounds to body seams and/or dips components into sealer tanks and removes components after immersion;

"section leader" means an employee who, under supervision, co-ordinates the functions of employees in a section of an establishment;

"senior chemical process attendant" means an employee who ensures that chemical process attendants carry out their duties efficiently and also checks and tests various chemical processes and reports on any deviations from standards;

"senior clerk" means an employee who performs tasks which, to a certain extent, are varied and lack repetitive character, but who requires some initiative and works on his own;

"senior magasynman" 'n werknemer wat onder toesig die funksies van ander magasynmanne in die seksie koördineer en dat die pligte van 'n magasynman kan verrig;

"senior voertuigdrywer" 'n werknemer wat 'n swaar voertuig dryf en daarbenewens verantwoordelik is vir die aflewering of afhaal van komponente by buiteleweransiers, hetsy plaaslik of in ander sentrums;

"versienegaragekontroleur" 'n werknemer wat werk aan werktuigkundiges uitdeel, werk kontroleer wat uitgevoer is, roetes bepaal vir voertuie na verskillende gebiede en 'n kontrolebord bedien;

"naaimasjienwerker (produksie)" 'n werknemer wat 'n platbednaaimasjien bedien om 'n verskeidenheid materiale vir die produksiebane vas te naai;

"skofbrandweerman" 'n werknemer wat verantwoordelik is vir brandweerwerk en die onderhoud en nagaan van brandblussers en die uitvoer van ander randvoorkomingspligte;

"korttyd" 'n tydelike vermindering van die getal gewone werkure weens 'n handelsslapte, tekort aan grondstowwe, onklaarraking van uitrusting of masjinerie of weens die feit dat die geboue onbruikbaar word of dreig om dit te word;

"letterskilder" 'n werknemer wat letterskilderfunksies in die fabriek uitvoer;

"bekleedselmonteur" 'n werknemer wat bekleedselmateriaal deur middel van kleefstowwe, klinknaels en/of krammetjies aan binnetoebehore komponente vasheg en wat ander pligte wat daarmee gepaard gaan, kan uitvoer;

"soldeerselafwerker" 'n werknemer wat loodvee op metaalkomponente afskuur en fynskuur;

"vonkpropmonteur" 'n werknemer wat vonkpropvoetkomponente op 'n vervoermonteerbaan laai en submonterings in die voet van die vonkproppe plaas;

"spesialisklerk" 'n werknemer wat pligte uitvoer waarvoor spesifieke administratiewe en klerklike vaardighede nodig is, met inbegrip van die vertolking van beginsels wat stelselmatig afgelei word;

"punt- en naatsweiser" 'n werknemer wat 'n punt- en/of naatsweismasjien bedien;

"spuithokbediener" 'n werknemer wat onder toesig kleppe beheer om die temperatuur, voggehalte, lugbalans en watervloei van spuithokke te beheer;

"veewinkelbediener" 'n werknemer wat een of meer tipes vervaardigings- of monterwerk in die veerwinkel verrig;

"voorraadkontroleur" 'n werknemer wat, wanneer die baanvoormanne hom van komponenttekorte in kennis stel, bepaal hoeveel materiaal vir die voltooiing van die beplande eenhede in die proses van vervaardiging nodig is en die benodighede aan die voorraadkantoor rapporteer;

"noodvoorraadman" 'n werknemer wat die voorraad in kiste beroof ten einde onderdele wat dringend nodig is, aan die produksiebaan te verskaf;

"magasynman" 'n werknemer wat voorraadregisters hou en genoeg voorraad vir programme en/of ander voorraadbehoefes aanhou;

"streepverwer" 'n werknemer wat strepe en/of stileerpapier op eenhede in die vervaardigingsproses verf en/of aanbring;

"tapboutsweiser" 'n werknemer wat deur middel van 'n elektriese apparaat en setklamme taphoute op vooraf bepaalde plekke aan 'n bakromp of subsamestel vassmelt;

"toesighoudende inspekteur" 'n werknemer wat die wringrag van boute konroleer en ander uitrusting op eenhede inspekteer soos deur gehaltebeheer voorgeskryf;

"tenksoldeerder" 'n werknemer wat petroltenkopenings skoonmaak, tenks in setmate pas, en die vulnek en dreineerprop op die tenk in posisie plaas en soldeer;

"telefonis" 'n werknemer wat 'n outomatiese telefoonskakelbord bedien;

"toetsdrywer" 'n werknemer wat toetsvoertuie oor voorgeskrewe roetes dryf en onreëlmatighede in die voertuig se werkverrigting aanteken;

"tydopnemer" 'n werknemer wat tydkaarte uitdeel, versamel en verleng;

"gereedskap- en snyerslyper" 'n werknemer wat presisiemasjien bedien om snygereedskap opnuut skerp te maak en oor die algemeen opnuut te bewerk en wat die akkuraatheid van werk d.m.v. meetinstrumente kontroleer;

"gereedskap- en snyerslyper A" 'n werknemer met minder as 12 maande ondervinding as gereedskap- en snyerslyper;

"gereedskap- en snyerslyper B" 'n werknemer met minstens 12 maande maar minder as 36 maande ondervinding as gereedskap- en snyerslyper;

"gereedskap- en snyerslyper C" 'n werknemer met minstens 36 maande ondervinding as gereedskap- en snyerslyper;

"senior storeman" means an employee who, under supervision, co-ordinates the functions of other storemen in the section and who may perform the duties of a storeman;

"senior vehicle driver" means a heavy vehicle driver, who in addition is responsible for delivering or collecting components from outside suppliers either locally or from other centres;

"service garage controller" means an employee who allocates work to mechanics, follows up on work being performed, routes vehicles to various areas and operates a control board;

"sewing machinist (production)" means an employee who operates a flat-bed sewing machine to sew a variety of materials for the production lines;

"shift fireman" means an employee who is responsible for fire fighting operations and maintaining and checking of fire extinguishers and carrying out any other fire prevention duties;

"short-time" means a temporary reduction in the number of ordinary hours of work owing to slackness of trade, shortage of raw materials, a breakdown of plant or machinery, or a breakdown or a threatened breakdown of buildings;

"signwriter" means an employee who carries out in-plant signwriting functions;

"soft trim assembler" means an employee who attaches upholstery material to trim components by means of adhesives, rivets and/or staples and who may perform any other duties incidental thereto;

"solder finisher" means an employee who grinds and buffs lead-wipes on metal components;

"spark plug assembler" means an employee who loads spark plug base components onto a conveyor assembly line and places sub-assemblies into the base of the plugs;

"specialist clerk" means an employee who performs duties requiring specific administrative and clerical skills, including the interpretation of principles systematically derived;

"spot and seam welder" means an employee who operates a spot and/or seam welding machine;

"spray booth attendant" means an employee who, under supervision, manipulates valves to control spray booth temperature, humidity, air balance and water flow;

"spring shop operator" means an employee who performs one or more manufacturing or assembly operations in the spring shop;

"stock chaser" means an employee who, when informed of component shortages by line foremen, ascertains quantity of material required for completion of scheduled units in process, and reports requirements to supply office;

"stockman" means an employee who robs cased stock in order to supply urgently needed parts to the production line;

"storeman" means an employee who keeps stock records and maintains an adequate stock supply to meet schedules and/or other stock requirements;

"striper" means an employee who paints and/or affixes stripes and/or styling paper to units in process;

"stud welder" means an employee who by means of an electrical device and fixtures, fuses studs to predetermined locations to a body shell or sub-assembly;

"surveillance inspector" means an employee who checks the torque of bolts and inspects other equipment on units as laid down by quality control;

"tank solderer" means an employee who cleans petrol tank openings, fits tank to jig, positions and solders filler neck and drainage plug to the tank;

"telephonist" means an employee who operates an automatic telephone switchboard;

"test driver" means an employee who drives test vehicles over prescribed routes and records irregularities in the vehicle's performance;

"timekeeper" means an employee who distributes, collects and extends time cards;

"tool and cutter grinder" means an employee who operates precision machines to re-sharpen and generally re-work cutting tools and who checks accuracy of work by means of measuring devices;

"tool and cutter grinder A" means an employee who has had less than 12 months' experience as a tool and cutter grinder;

"tool and cutter grinder B" means an employee who has had not less than 12 months' experience but less than 36 months' experience as a tool and cutter grinder;

"tool and cutter grinder C" means an employee who has had not less than 36 months' experience as a tool and cutter grinder;

“gereedskapvervanger” ’n werknemer wat maklik verwyderbare stomp, beskadigde of stukkende gereedskap (soos die) wat by vervaardigingsuitrusting in ’n seksie van ’n bedryfsuitrusting gebruik word, volgens opdragte vervang;

“gereedskapshokassistent” ’n werknemer wat handgereedskap volgens rekvisisie uitreik gereedskapvoorrade in stand hou, kraggereedskap uitreik en aanteken waar dit is en verseker dat gereedskap na die regte seksie gestuur word vir voorkomende onderhoud, en wat beskermerende klere en uitrusting kan uitreik;

“gereedskapmonteur” ’n werknemer wat masjiene en gereedskap verstel, herstel en/of herbou;

“gereedskapmonteur A” ’n werknemer met minder as 12 maande ondervinding as gereedskapmonteur;

“gereedskapmonteur B” ’n werknemer met minstens 12 maande maar minder as 36 maande ondervinding as gereedskapmonteur;

“gereedskapmonteur C” ’n werknemer met minstens 36 maande ondervinding as gereedskapmonteur;

“gereedskapverharder” ’n werknemer wat metaal temper deur dit te verhit en in spesiale oplossings te blus, na gelang van die soort verharding wat vereis word;

“gereedskapverharder A” ’n werknemer met minder as 12 maande ondervinding as gereedskapverharder;

“gereedskapverharder B” ’n werknemer met minstens 12 maande maar minder as 36 maande ondervinding as gereedskapverharder;

“gereedskapverharder C” ’n werknemer met minstens 36 maande ondervinding as gereedskapverharder;

“gereedskapsinspekteur” ’n werknemer wat stempels en setklemme dimensioneel volgens spesifikasies ondersoek en wat komponente gedurende gereedskap-, stempel- of setklemtoetse kan nagaan;

“gereedskaphersteller” ’n werknemer wat gebruikte gereedskap herstel sodat dit volgens standaard is;

“gereedskapherslyper” ’n werknemer wat die snykante herstel van produksiegereedskap wat dikwels gebruik word en wat geskik is om op produksietipe vooraf gestelde slypmasjiene herslyp te word;

“gereedskapopsteller” ’n werknemer wat gereedskap op outomatiese of halfoutomatiese masjiene opstel en/of vervang in ooreenstemming met produksievereistes, en wat vir die opstelling van veiligheidsuitrusting op masjiene verantwoordelik is;

“gereedskapopsteller A” ’n werknemer met minder as 12 maande ondervinding as gereedskapopsteller;

“gereedskapopsteller B” ’n werknemer met minstens 12 maande maar minder as 36 maande ondervinding as gereedskapopsteller;

“gereedskapopsteller C” ’n werknemer met minstens 36 maande ondervinding as gereedskapopsteller;

“trekkerdrywer” ’n werknemer wat ’n trekker dryf om ’n sleepwa te sleep vir die vervoer van goedere van een punt na ’n ander punt binne die grense van die bedryfsinrigting;

“kwekelingsinspekteur” ’n werknemer wat minder as 12 maande ondervinding van die inspeksie van eenhede volgens voorgeskrewe spesifikasies by dieselfde werkgewer opgedoen het;

“binnetoebehoresnyer” ’n werknemer wat ’n elektriese snyer gebruik om bekleedsele materiaal volgens vooraf bepaalde patrone te sny;

“binnetoebehorepersbediener” ’n werknemer wat stempelborde in die raam van die pers plaas en die pers bedien om patrone volgens vooraf bepaalde hoeveelhede te produseer;

“trolliestoter” ’n werknemer wat trollies stoot om eenhede in die proses van vervaardiging na verskillende punte in die monteergebied te vervoer;

“silindermeulmasjiensbediener/opsteller” ’n werknemer wat ’n outomatiese silindermeulmasjiens opstel en bedien om verkoelertyp te produseer en wat defektiewe verkoelers kan herprosesseer;

“uitpakkontroleur” ’n werknemer wat items wat ontvang word of versend gaan word met die dokumente vergelyk en tekorte en oorskotte aanteken;

“ongediplomeerde ambagsman” ’n werknemer, uitgesonderd ’n ambagsman, wat onder toesig een of meer aspekte van die werk verrig wat gewoonlik deur ’n ambagsman verrig word;

“utiliteitswerker” ’n werknemer wat in die produksiegebied ’n verskeidenheid werksaamhede verrig wat van toepassing is op die seksie waarin hy in diens is;

“voertuigtakseerder” ’n werknemer wat die gehaltepeil van die bestaande vlootvoertuie bepaal ten einde probleme van materiaalgehalte en monteerwerk te identifiseer;

“voertuigmonteeraantekenaar (verf)” ’n werknemer wat besonderhede aanteken van produksie-eenhede wat die verfafdeling verlaat en nagaan of kleure aan bestellingsvereistes voldoen;

“tool changer” means an employee who changes, as directed, easily removable, dull, damaged or broken tools as used on manufacturing equipment in a section of an establishment;

“tool crib assistant” means an employee who issues hand tools against requisitions, maintains tool stocks, issues and records locality of power tools and ensures that tools are sent to appropriate sections for preventive maintenance, and who may issue protective clothing and equipment;

“tool fitter” means an employee engaged in adjusting, repairing and/or the rebuilding of machines and tools;

“tool fitter A” means an employee who has had less than 12 months’ experience as a tool fitter;

“tool fitter B” means an employee who has had not less than 12 months’ experience but less than 36 months’ experience as a tool fitter;

“tool fitter C” means an employee who has had not less than 36 months’ experience as a tool fitter;

“tool hardener” means an employee who tempers metal by heating and quenching the metal in special solutions pertaining to the type of hardening required;

“tool hardener A” means an employee who has had less than 12 months’ experience as a tool hardener;

“tool hardener B” means an employee who has had not less than 12 months’ experience but less than 36 months’ experience as a tool hardener;

“tool hardener C” means an employee who has had not less than 36 months’ experience as a tool hardener;

“tool inspector” means an employee who carries out dimensional checks on dies and fixtures against specifications and who may check components during tool, die or fixture try-outs;

“tool repairman” means an employee who repairs used tools to conform to standards;

“tool resharpenner” means an employee who restores cutting edges to high usage production tools that lend themselves to resharpening on production type pre-set sharpening machines;

“tool setter” means an employee who sets up and/or replaces tools on automatic or semi-automatic machines in accordance with production requirements and who is responsible for setting up safety equipment on machines;

“tool setter A” means an employee who has had less than 12 months’ experience as a tool setter;

“tool setter B” means an employee who has had not less than 12 months’ experience but less than 36 months’ experience as a tool setter;

“tool setter C” means an employee who has had not less than 36 months’ experience as a tool setter;

“tractor driver” means an employee who is engaged in driving a tractor for towing a trailer conveying goods from one point to another within the confines of the establishment;

“trainee inspector” means an employee who has had less than 12 months’ experience with the same employer on the inspection of units in accordance with laid down specifications;

“trim cutter” means an employee who uses an electrically powered cutter to cut trim material to predetermined patterns;

“trim press operator” means an employee who places die boards in the frame of the press, and who operates the press to produce patterns to predetermined quantities;

“trolley handler” means an employee who pushes trolleys to convey units in process to different points in the assembly area;

“tube mill machine operator/setter” means an employee who sets and operates an automatic tube mill machine to produce radiator tubes and who may re-work defective radiators;

“unboxing checker” means an employee who checks items received or to be despatched against documents and records shortages and surpluses;

“uncertificated artisan” means an employee, other than an artisan, who, under supervision, is employed on one or more aspects of work normally performed by an artisan;

“utility operator” means an employee who, in a production area, performs a variety of operations applicable to the section in which he is employed;

“vehicle appraiser” means an employee who appraises the quality level of current fleet vehicles to identify problems of material quality and assembly operations;

“vehicle assembly recorder (paint)” means an employee who records details of production units leaving the paint area and ascertains whether colour matches order requirements;

"voertuigbespoediger" 'n werknemer wat eenhede waarvan die produksie vertraag is, bespoedig, redes vir vertraging aanteken en aanmeld, met produksie skakel om die snelle montering van dringende eenhede en die beweging van voertuie waarvan die produksie vertraag is, te versker;

"muntoutomaatbediener" 'n werknemer wat muntoutomate laai en skoonmaak en muntstukke verwys;

"muntoutomaathersteller" 'n werknemer wat herstelwerk en onderhoud aan muntoutomate uitvoer wat normaalweg nie deur 'n ambagsman gedoen word nie;

"sweismasjienhersteller" 'n werknemer wat punt- en naatsweis-uitrusting (elektriese weerstand) herstel, wysig en installeer, met inbegrip van lugdruk- en koelwaterbybehoe;

"welsynskakelbeampste" 'n werknemer wat klerklike pligte verrig in verband met die indiensneming van arbeid, nuwe werknemers tuismaak en welsynsfunksies in verband met werknemers behartig;

"werkstudieteknikus" 'n werknemer wat die bedryfsingenieur help met die balanseer van alle arbeid by die uitreiking van produksiearbeidsverslae, en wat tyd- en metodestudies en die voorlopige toepassing daarvan onderneem;

"werfvrkhuyswadywer" 'n werknemer wat 'n mobiele swaardiensvrkhuyswa in die voorraadwerf bedien;

"sone" 'n deel van 'n bedryfsinrigting wat georganiseer is om spesifieke werkfunksies in verband met fabrieksprosesse uit te voer;

"werknemer graad 1" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:

Kismaker; skoonmaker (bak, glas en buitebande); koelmiddelhanterder; bakbediener; skyfsnyer; deur-, dak-, enjinkap- en modderskerm-hanger; enjin-/ratkasbespuitser; tuinier; hondehokwerker; arbeider; materiaalhanterder (uitpak); bediener van meganiese veër, bode; verwer (ongeskool); lymaanwender; verseëler/indompelaar; trollestoter;

"werknemer graad 2" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:

Fynskuurderhersteller; kleefstofwerker; ambulansdrywer; wysigings-operateur; monteur B; batterylaaier; binder; indoper in blouhout-ekstrak; bakmonteur; kwasopknapper; fynskuurder en poleerder; chemiese kontroleur; indoper in chemiese oplossing; konvooidrywer-voertuiglaaier; konvooleier; kussingootrekselmonteur; ontroester; ontroestekbediener; vormgieter (battery); diëlektriese perslaaier; diëlektriese persbediener; stempelhanterder; deur-, dak- en enjinkapomklinker; deur-, dak en enjinkappasser; deur-, dak-, enjinkap- en modderskermhanger; druprelingroller; enjinmonteur; brandweerman se assistent; verglaser; roostergietter; guillotine- en bandsagbediener, gateboorder, hyserbediener, aanhaker-opstapelaar; hittetoetsbediener; laboratoriumversorger; vasmaker; drywer van ligte voertuig; masjienbediener (vervaardiging); toepakker; poetsbesem- en kolpoleerder; knibbelmasjienbediener; olieman; verpakker en kratverpakker; verfmengbediener; pastamasjienbediener; lymaanwender en kleefstofspuitser; petrolpompbediener; uithaler; poleerder; persbediener; grondlaagspuitser; afdrukassistent; verkoelerwerkwinkelwerker; dakvinnielmonteur; klinkwerker; sand/haelstraler; skuurder/pletter; saagbediener; vonkpropmonteur; punt- en naatsweiser; spuihokbediener; streepverwer; tapboutsweiser; tenksoldeerder; trekkerdrywer; muntoutomaatbediener;

"werknemer graad 3" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:

Monteur A; bakneelater; bonderite-werker; kontroleur/verpakker; klerk B, welwillendheidsdrywer; databeheerder; deur-, dak- en enjinkapversteller; drywer/bode; vrkhuyswadywer maar nie 'n werfvrkhuyswadywer nie; dakvoeringwerker; drywer van swaar voertuig; Kardex-klerek sluitkaskamerbediener; onderhoudsverwer (ongediplomeerd); materiaalhanterder (algemeen); uithaler-verpakker; afdruk-kamerbediener; produksiesag- en/of -boogweiser; ponsbediener; naaimasjienwerker (produksie); bekleedselmonteur; veerwinkelbediener; voorraadkontroleur; gereedskaphokassistent; gereedskapherslyper; binnetoebehorepersbediener; uitpakkontroleur; voertuigmonteeraantekeenaar (verf);

"werknemer graad 4" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:

Advertensie-assistent; klerk A; klerk, algemeen; kompressorversorger; konvooleier; diëlektriese masjienbediener; indiensnemingassistent; injintoetser; fabrieksgids; eerste hulpassistent; laboratoriumassistent; loodaanwender; meganiese hersteller B; metaalafwerker; pastamengbediener; fotografiese proseswerker; afdrukkamerbediener (alsy dig); produksiespuitverwer (emalje of Duco); hersteller van beskeremde uitrusting; hersteller (produksie) B; herstelwerkwinkelassistent; soldeerselafwerker; noodvoorraadman; telefonis; toetsdrywer; tydnemer; gereedskapvervanger; kwekelingsinspekteur; werfvrkhuyswadywer;

"vehicle expediter" means an employee who expedites units which have fallen behind schedule, records and reports reasons for delays, liaises with production to ensure the rapid assembly of urgent units and the movement of vehicles behind schedule;

"vending machine attendant" means an employee who loads and cleans vending machines and removes coins;

"vending machine repairman" means an employee who carries out repairs and maintenance of a nature not normally performed by an artisan on vending machines;

"weld gun repairman" means an employee who repairs, modifies and installs electrical resistance spot and seam welding equipment, including compressed air and cooling water ancillaries;

"welfare liaison officer" means an employee who performs clerical duties related to the employment of labour, inducts new employees and attends to the welfare functions pertaining to employees;

"work study technician" means an employee who assists the industrial engineer with the balance-out of all labour in the issue of production labour reports, who undertakes time and method studies and preliminary application thereof;

"yard forklift truck driver" means an employee who operates a mobile heavy-duty fork truck in the cased storage area;

"zone" means an area in an establishment which is organised to carry out specific work functions related to factory processes;

"Grade 1 employee" means an employee engaged in one or more of the following occupations:

Boxmaker; cleaner (body, glass and tyres); coolant handler; crib attendant; disc cutter; door, deck lid, bonnet and fender hanger; engine/gearbox sprayer; gardener; kennel attendant; labourer; material handler (unboxing); mechanical sweeper operator; messenger; painter (unskilled); paster; scaler/dipper; trolley handler;

"Grade 2 employee" means an employee engaged in one or more of the following occupations:

Abrasive buff mender; adhesive attendant; ambulance driver; amendment operator; assembler B; battery charger; binding assistant; black dip operator; body moulder; brush touch-up; buffer and polisher; chemical attendant; chemical dip operator; convoy driver/vehicle loader; convoy leader; cushion cover assembler; de-ruster; de-rust tank operator; die-casting operator (battery); dielectric press loader; dielectric press operator; die handler; door, deck lid and bonnet clincher; door, deck lid and bonnet positioner; door, deck lid, bonnet and fender hanger; drip rail roller; engine assembler; fireman's assistant; glazer; grid caster; guillotine and band saw operator; hole drill; hoist operator; hooker-stacker; hot test operator; laboratory attendant; lasher; light vehicle driver; machine operator (manufacturing); masker; mop and soot polisher; nibbling machine operator; oiler; packer and crater; paint mixing attendant; paste machine operator; paster and adhesive sprayer; petrol pump attendant; picker; polisher; press operator; prime sprayer; printing assistant; radiator shop operator; roof vinyl assembler; riveter; sand/shot blaster; sander/flatter; saw operator; spark plug assembler; spot and seam welder; spray booth attendant; stripper; stud welder; tank solderer; tractor driver; vending machine attendant;

"Grade 3 employee" means an employee engaged in one or more of the following occupations:

Assembler A; body dropper; bonderite attendant; checker/packer; clerk B; courtesy driver; data control operator; door, deck lid and bonnet adjuster; driver/messenger; forklift truck driver other than a yard forklift truck driver; headliner; heavy vehicle driver; Kardex clerk; locker room attendant; maintenance painter (uncertificated); material handler (general); picker-packer; print room operator; production gas and/or arc welder; punch operator; sewing machinist (production); soft trim assembler; spring shop operator; stock chaser; tool crib assistant; tool resharpener; trim press operator; unboxing checker; vehicle assembly recorder (paint);

"Grade 4 employee" means an employee engaged in one or more of the following occupations:

Advertising assistant; clerk A; clerk, general; compressor attendant; convoy leader; dielectric machine operator; employment assistant; engine tester; factory guide; first-aid assistant; laboratory assistant; lead wiper; mechanical repairman B; metal finisher; paste mixing operator; photographic process attendant; print room operator (all-round); production sprayer (enamel or duco); protective equipment repairman; repairman (production) B; repair shop assistant; solder finisher; stockman; telephonist; test driver; time-keeper; tool changer; trainee inspector; yard forklift truck driver;

"werknemer graad 5" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:

Goedkeuringsinspekteur; ketelbediener; kontroleur; chemiese proses-kontroleur; uitsnyer; konvooi baas; voorraadopnemer; natrektekenaar; enjinmonteerinspekteur; enjinhersteller; groepleier; baaninspekteur; masjienbediener I; masjienwerkinspekteur; materiaalafvalklerk; meganiese hersteller A; metaalafwerker (alsydig); loopkraandrywer; vloten-devoorraadklerk; bobaankraandrywer; vermenger; fotodrukker; hersteller (produksie) A; herwiner; senior chemiese proseskontroleur; senior klerk; senior voertuigdrywer; versienegaragekontroleur; skofbrandweerman; magasynman; toesighoudende inspekteur; binnetoehouesnyer; silindermeulmasjienbediener/-opsteller; ongediplomeerde ambagsman; voertuigbespoediger; muntoutomaathersteller; sweismasjienhersteller; welsynskakelbeampete;

"werknemer graad 6" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:

Assistent-voorman; stempelopsteller A; finale inspekteur; hoofbrandweerman; masjienopsteller/werkopsteller A; seksieleier; senior magasynman; spesialisklerk; gereedskap- en snyerslyper A; gereedskapmonteur A; gereedskapverharder A; gereedskapopsteller A;

"werknemer graad 7 (a)" 'n werknemer wat werksaam is in een of meer van die volgende beroepe:

Stempelopsteller B; masjienopsteller/werkopsteller B; gereedskap- en snyerslyper B; gereedskapmonteur B; gereedskapverharder B; gereedskapopsteller B;

"werknemer graad 7 (b)" 'n werknemer wat werksaam is—

(a) as ambagsman;

(b) in een of meer van die volgende beroepe:

Stempelopsteller C; masjienopsteller/werkopsteller C; gereedskap- en snyerslyper C; gereedskapmonteur C; gereedskapverharder C; gereedskapopsteller C;

"werknemer graad 8" 'n werknemer wat in een of meer van die volgende beroepe werksaam is:

Assistent-ambagsmanvoorman; detailtekenaar; evalueringstegnikus; garagetegnikus; instrumente- en elektronika-tegnikus; ontwerp- en metertegnikus; materiaalhandteertegnikus; proestetegnikus; gereedskapinspekteur; voertuigtakseerder; werkstudietegnikus.

(2) Vir die toepassing van hierdie Ooreenkoms moet 'n werknemer geag word in diens te wees in die klas waarin hy uitsluitlik of hoofsaaklik werk.

4. MINIMUM BESOLDIGING

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, moet 'n werknemer betaal word volgens die getal ure wat hy werklik werk, en wel ten minstens die volgende minimum lone:

(a) Minimum besoldiging:

Deur-die-bank-verhogings

Graad	Op die datum van inwerking-treding	*Augustus 1983	*Februarie 1984	Augustus 1984
	C.p.u.	C.p.u.	C.p.u.	C.p.u.
1	215	10	15	15
2	220	10	15	15
3	230	11	16	16
4	245	11	16	16
5	266	13	18	18
6	293	13	18	18
7 (a)	380	14	19	19
7 (b)	422	15	20	20
8	443	16	21	21

* Nota: Loonsverhogings wat by wyse van onderlinge ooreenkoms voor die datum van inwerking-treding van hierdie Ooreenkoms deur die party inwerking gestel is.

(b) deur-die-bank verhogings soos in die bostaande skedule word van krag vanaf die eerste betaaltidperk in die toepaslike maand in die bedryfs-irigting.

(2) (a) Opleidingstydperke en opleidingsminima.—Onderstaande opleidingstydperke en opleidingsminima is van toepassing met ingang van die effektiewe datum van die Ooreenkoms:

Graad	Opleidingstydperk Maande	Opleidingstydperk Seni
3	3	220
4	3	230
5	6	245
6	6	266

(b) Die opleidingstydperke en opleidingsminima moet toegepas word op alle nuwe huurlinge en werknemers wat tot 'n indeling verhoog word wat binne grade 3 tot en met 6 val.

"Grade 5 employee" means an employee engaged in one or more of the following occupations:

Acceptance inspector; boiler attendant; checker; chemical process attendant; clicker; convoy master; cycle checker; drawing office tracer; engine assembly inspector; engine repairman; group leader; line inspector; machine operator I; machining inspector; material spoilage clerk; mechanical repairman A; metal finisher (all-round); mobile crane driver; M.P.O.; overhead crane operator; paint mixer; photographic printer; repairman (production) A; salvage repairman; senior chemical process attendant; senior clerk; senior vehicle driver; service garage controller; shift fireman; storeman; surveillance inspector; trim cutter; tube mill machine operator/setter; uncertificated artisan; vehicle expeditor; vending machine repairman; weld gun repairman; welfare liaison officer;

"Grade 6 employee" means an employee engaged in one or more of the following occupations;

Assistant foreman; die setter A; final inspector; firemaster; machine setter/job setter A; section leader; senior storeman; specialist clerk; tool and cutter grinder A; tool fitter A; tool hardener A; tool setter A;

"Grade 7 (a) employee" means an employee engaged in one or more of the following occupations:

Die setter B; machine setter/job setter B; tool and cutter grinder B; tool fitter B; tool hardener B; tool setter B;

"Grade 7 (b) employee" means an employee engaged—

(a) as an artisan;

(b) in one or more of the following occupations:

Die setter C; machine setter/job setter C; tool and cutter grinder C; tool fitter C; tool hardener C; tool setter C;

"Grade B employee" means an employee engaged in one or more of the following occupations:

Assistant artisan foreman; detailer; evaluation technician; garage technician; instrument and electronics technician; layout and gauge technician; material handling technician; process technician; tool inspector; vehicle appraiser; work study technician.

(2) For the purposes of this Agreement an employee shall be deemed to be employed in the class in which he is wholly or mainly engaged.

4. MINIMUM RATES OF PAY

Except as otherwise provided in the Agreement, an employee shall be paid according to the number of hours actually worked by him, at not less than the following minimum rates of pay;

(a) Minimum rates of pay:

Grade	On the date of coming into operation c.p.h.	Across-the-board increases		
		*August 1983 c.p.h.	*February 1984 c.p.h.	August 1984 c.p.h.
1	215	10	15	15
2	220	10	15	15
3	230	11	16	16
4	245	11	16	16
5	266	13	18	18
6	293	13	18	18
7 (a)	380	14	19	19
7 (b)	422	15	20	20
8	443	16	21	21

* Note: Increases in wages which were implemented by the parties by mutual agreement prior to the date of coming into operation of this Agreement.

(b) Across-the-Board increases scheduled above, shall be effective from the first pay period in the relevant month, in the establishment concerned.

(2) (a) Training periods and training minimums.—The following training periods and training minimums shall apply from the effective date of the Agreement:

Grade	Training period Months	Training minimum Cents
3	3	220
4	3	230
5	6	245
6	6	266

(b) The training periods and training minimums shall be applied to all new hires and employees promoted into any classification falling within grades 3 through 6.

(c) Daar moet afgesien word van die opleidingstydperke ingevolge hierdie subklousule ten opsigte van werknemers wat dokumentêre bewys kan lewer dat hulle 'n ekwivalente of groter getal maande diens binne die Nywerheid voltooi het en binne dieselfde indeling as dié waarvoor hulle in diens geneem is.

(d) Die opleidingstydperke ingevolge hierdie subklousule moet geensins afbreuk doen aan of bygevoeg word by 'n minimum opleidingstydperk waarvoor daar elders in hierdie Ooreenkoms voorsiening gemaak word nie.

(3) 'n Utiliteitswerker in enige klas moet minstens die minimum voorgeskrewe besoldiging vir daardie klas plus 5c per uur betaal word.

(4) 'n Werknemer wat van sy werk afwesig is as gevolg van 'n besering wat hy op diens opgedoen het, moet 75 persent van sy gewone basiese loon betaal word vir elke dag wat hy afwesig is: Met dien verstande dat 'n werkgever se aanspreeklikheid beperk is tot die betaling van hoogstens twee dae se besoldiging.

(5) Niks in hierdie Ooreenkoms mag die uitwerking hê dat dit die loon verminder wat aan 'n werknemer betaal is onmiddellik voor of op die datum van inwerkingtreding van hierdie Ooreenkoms terwyl sodanige werknemer by dieselfde werkgever in diens bly nie. Vir die toepassing van hierdie subklousule omvat die uitdrukking "hierdie Ooreenkoms" alle wysigings daarvan.

5. BETALING VAN VERDIENSTE

(1) (a) Alle bedrae wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is, moet weekliks, tweeweekliks of maandeliks in kontant betaal word en moet—

(i) in die geval van 'n werknemer wat weekliks of tweeweekliks betaal word, gedurende die gewone werkure van sodanige werknemer op die laaste werkdag van die week of die twee weke, na gelang van die geval, betaal word, en moet alle bedrae insluit wat aan die werknemer verskuldig is tot en met die laaste dag wat in die vorige week gewerk is;

(ii) in die geval van 'n werknemer wat maandeliks betaal word, gedurende die gewone werkure van sodanige werknemer op die laaste Vrydag van die maand waarop die betaling betrekking het, betaal word.

(b) 'n Werkgever kan na onderlinge ooreenkoms met sy werknemers die bedrag wat ingevolge hierdie Ooreenkoms aan 'n werknemer verskuldig is per tjek aan hom betaal of die werknemer se rekening by 'n bank, bougenootskap of geregistreerde deponitiese instelling wat die werknemer benoem, daarmee krediteer: Met dien verstande dat by 'n werknemer se diensbeëindiging die bedrag wat aan hom verskuldig is voor of op die werkdag ná die een waarop sy diens aldus eindig aan hom betaal moet word.

(2) Aan elke werknemer moet 'n betaalstaat gegee word waarop sy totale verdienste, betaling vir gewone en oortyd, toelae en aftrekkings aangedui word.

(3) Geen ander bedrae van watter aard ook al, behalwe die volgende, mag afgetrek word van die bedrag wat aan 'n werknemer verskuldig is nie:

(a) Op die skriftelike versoek of met die skriftelike toestemming van die werknemer, 'n bedrag vir siektebystand-, mediese hulp-, voorsorg- of pensioenfondse, versekering of die maatskappy se sportklub, of 'n bydrae tot 'n welsyns- of ander liefdadigheidsorganisasie of saak of tot 'n spaarrekening op naam van die werknemer of sy benoemde;

(b) op die skriftelike versoek van die werknemer, 'n bedrag vir ledegede aan die vakvereniging;

(c) 'n bedrag wat 'n werkgever regtens of ingevolge 'n bevel van 'n hof met regsbevoegdheid moet of mag aftrek;

(d) waar die werknemer daartoe instem, 'n bedrag vir tee of maaltye wat deur die werkgever verskaf word;

(e) 'n bedrag vir alle goedere wat van die werkgever gekoop word, vir kontant wat aan hom voorgeskiet is of vir die aanpassing van onopsetlike oorbetalings;

(f) 'n weeklikse bedrag vir verlies van uitrusting, behalwe waar sodanige verlies nie aan 'n fout van die werknemer te wyte is nie: Met dien verstande dat elke sodanige aftrekking hoogstens 15 persent van die werknemer se loon mag beloop, behalwe in die geval van diensbeëindiging, wanneer 'n verskuldigde bedrag onmiddellik verskuldig en aftrekbaar is;

(g) bydraes aan die Raad ingevolge klousule 19 en bydraes tot 'n fonds wat ingevolge 'n gepubliseerde ooreenkoms van die Raad gestig is;

(h) met die skriftelike toestemming van 'n werknemer, die bedrag verskuldig aan 'n stadsraad of ander plaaslike owerheid in die landdrosdistrik Port Elizabeth of Uitenhage.

(c) The training periods covered under this subclause shall be waived in respect of employees who can produce documentary evidence that they have completed an equivalent or greater number of months' service within the Industry and within the same classification they have been employed to fill.

(d) The training periods covered under this subclause shall in no way prejudice or be added to any minimum training period provided for elsewhere in this Agreement.

(3) A utility operator in any grade shall be paid not less than the minimum rate prescribed for that grade, plus 5c per hour.

(4) An employee who is absent from work as a result of an injury on duty shall be paid 75 per cent of his normal basic wage for each day of absence: Provided that the employer's liability shall be limited to payment in respect of not more than two days.

(5) Nothing in this Agreement shall operate to reduce the wage which was being paid to an employee immediately prior to or at the date of coming into operation of this Agreement while such employee remains in the employ of the same employer. For the purpose of this subclause, the expression "this Agreement" includes any amendments thereto.

5. PAYMENT OF EARNINGS

(1) (a) Any amount due to an employee in terms of this Agreement shall be paid weekly, fortnightly or monthly in cash and shall—

(i) in the case of weekly- and fortnightly-paid employees, be paid during the ordinary hours of work of such employees on the last work-day of the work or fortnight, as the case may be, and shall include all amounts due to the employees up to and including the last work-day of the previous week;

(ii) in the case of monthly-paid employees, be paid during the ordinary hours of work of such employees on the last Friday of the month to which payment relates.

(b) An employer may, by mutual agreement with his employees, pay any amount due to an employee in terms of this Agreement by cheque or to the credit of such employee's account with a bank, building society or registered deposit-receiving institution nominated by the employee: Provided that, where an employee's service terminates, any amount due to him shall be paid not later than the work-day following that on which his employment so terminates.

(2) Every employee shall be given a statement of payment, showing his total earnings, ordinary time and overtime payments, allowances and deductions.

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

(a) At the written request or with the written consent of the employee, a deduction for sick benefit, medical aid, provident or pension funds, insurance or company sports club, or a contribution to a welfare or other charitable organisation or cause or to a savings account in the name of the employee or his nominee;

(b) at the written request of the employee, a deduction in respect of subscriptions to the trade union;

(c) a deduction of any amount which the employer is legally or by order of any competent court required or permitted to make;

(d) where the employee so agrees, a deduction for tea or meals provided by the employer;

(e) a deduction for any purchases from the employer, for cash advanced to him, or to adjust any inadvertent overpayment;

(f) a weekly deduction for loss of equipment except where such loss is not due to any fault on the part of the employee: Provided that each such deduction shall not exceed 15 per cent of the employee's wage except in the event of termination of service, in which case any outstanding balance shall immediately become due and deductible;

(g) contributions to the Council in terms of clause 19 and contributions to any fund which may be established in terms of a published agreement of the Council;

(h) with the written consent of an employee, a deduction of any amount due to any municipal council or other local authority in the magisterial district of either Port Elizabeth or Uitenhage.

6. GEWONE WERKURE, ETENSPOUSES EN RUSPOUSES

- (1) Die gewone werkure van 'n werknemer is hoogstens—
- 45 uur per week;
 - nege uur op elk van vyf dae per week.
- (2) Alle werkure op elke dag moet agtereenvolgend wees, uitgesonderd etenspouses en ruspouses soos in hierdie klousule bepaal.
- (3) Die werkgewer mag nie van 'n werknemer vereis of hom toelaat om langer as vyf uur aaneen sonder 'n etenspouse van minstens 'n halfuur te werk nie, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enigsins werk te verrig nie, en sodanige pouse word nie geag deel van die gewone werkure of oortydure uit te maak nie: Met dien verstande dat waar 'n werkgewer op 'n dag 'n werknemer 'n tweede etenspouse weens oortydwerk moet toestaan, sodanige pouse tot 15 minute verkort kan word.
- (4) 'n Werkgewer moet, so na as moontlik aan die middel van elke ooggend- en namiddagwerktidperk, aan elk van sy werknemers, uitgesonderd 'n skofwerker, 'n ruspouse van minstens 10 minute toestaan, en gedurende sodanige pouse mag daar nie van sodanige werknemer vereis of mag hy nie toegelaat word om enigsins werk te verrig nie, en sodanige pouses word geag deel van die gewone werkure uit te maak.
- (5) Die volgende bepalings is op skofwerk van toepassing:
- Geen gewone skof mag langer as nege uur duur nie;
 - minstens agt uur moet tussen agtereenvolgende skofte van 'n werknemer verloop;
 - 'n skofwerker moet minstens sy basiese loon betaal word—
 - plus 15 persent in die geval van 'n skof wat voor middernag begin en na middernag eindig of na middernag maar nie later nie as 06h00 begin;
 - plus 10 persent in die geval van 'n skof wat tussen 20h30 en middernag eindig.
- (6) Die beperkings wat deur subklousules (3) en (4) van hierdie klousule en klousule 7 (2) opgelê word, is nie van toepassing op 'n manlike werknemer terwyl hy werk verrig wat deur die onklaarmaking van uitrusting of masjinerie of 'n ander onvoorsiene noodtoestand noodsaaklik gemaak is of terwyl hy werk verrig in verband met die opknapping of herstel van uitrusting of masjinerie wat nie gedurende gewone werkure verrig kan word nie.

7. OORTYD

- (1) Alle tyd wat langer as 45 uur per week of nege uur per dag gewerk word, word geag oortyd te wees.
- (2) 'n Werkgewer mag nie van 'n werknemer vereis om langer as 10 uur in 'n week van Maandag tot en met Saterdag, oortyd te werk nie.
- (3) Ondanks subklousule (2) kan 'n werkgewer 'n werknemer toelaat om 'n verdere tydperk van 10 uur in 'n week, van Maandag tot en met Saterdag, oortyd te werk: Met dien verstande dat dié oortydwerk vrywillig geskied.

8. BETALING VIR OORTYDWERK EN WERK OP SONDAE EN OPENBARE VAKANSIEDAE

- (1) Daar moet vir alle oortydwerk soos volg betaal word:
- Op 'n gewone werkdag: Een en 'n half maal 'n werknemer se basiese loon vir die eerste ses uur, en daarna, behoudens klousule 7 (3), dubbel sy basiese loon;
 - op die sesde dag: Een en 'n half maal 'n werknemer se basiese loon vir die eerste nege uur, en daarna, behoudens klousule 7 (3), dubbel sy basiese loon:
- Met dien verstande dat waar 'n werknemer gedurende sy gewone werkure van sy werk afwesig is, die werkgewer nie oortydbesoldiging aan sodanige werknemer hoef te betaal nie tot na voltooiing van die getal werkure wat die werknemer gewoonlik op daardie dag werk.
- (2) Waar 'n werknemer op 'n Sondag werk, moet die werkgewer òf—
- aan die werknemer—
 - as hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy basiese loon betaal vir die tydperk wat hy gewoonlik op 'n weekdag werk; of
 - as hy aldus vir 'n tydperk van meer as vier uur werk, minstens dubbel sy basiese loon betaal vir die totale getal ure wat hy op sodanige Sondag werk, of minstens dubbel sy basiese loon vir die tydperk wat hy gewoonlik op 'n weekdag werk, naamlik die grootste bedrag; òf

6. ORDINARY HOURS OF WORK, MEAL INTERVALS AND REST INTERVALS

- (1) The ordinary hours of work of any employee shall not exceed—
- 45 hours in any week;
 - nine hours on each five days per week.
- (2) All working hours in any day shall, except for meal intervals and rest intervals, as provided for in this clause, be consecutive.
- (3) The employer shall not require or permit an employee to work continuously for more than five hours without a meal interval of not less than half an hour, during which interval such employee shall not be required or permitted to perform any work, and such interval shall be deemed not to be part of the ordinary hours of work or overtime: Provided that when on any day by reason of overtime work an employer is required to give an employee a second meal interval, such interval may be reduced to 15 minutes.
- (4) An employer shall grant to each of his employees, other than an employee on shift work, a rest interval of not less than 10 minutes as nearly as practicable in the middle of each morning and afternoon period, during which interval such employees shall not be required or permitted to perform any work and such intervals shall be deemed to be part of the ordinary hours of work.
- (5) The following provisions shall apply to shift work:
- No normal shift shall exceed nine hours;
 - not less than eight hours shall elapse between successive shifts of any employee;
 - an employee on shift work shall be paid not less than—
 - in the case of a shift which commences before and ends after midnight or commences after midnight but not later than 06h00, his basic wage, plus 15 per cent.
 - in the case of a shift which ends between the hours 20h30 and midnight, his basic wage, plus 10 per cent.
- (6) The restrictions imposed by subclauses (3) and (4) of this clause and of clause 7 (2) shall not apply to any male employee while employed on work necessitated by a breakdown of plant or machinery or other unforeseen emergency or in connection with the overhauling or repairing of plant or machinery which cannot be performed during ordinary working hours.

7. OVERTIME

- (1) All time worked in excess of 45 hours per week, or nine hours per day, shall be deemed to be overtime.
- (2) An employer shall not require an employee to work more than 10 hours overtime in any week, Monday through Saturday.
- (3) Notwithstanding the provisions of subclause (2), an employer may permit an employee to work overtime for a further period of 10 hours per week, Monday through Saturday: Provided that such overtime is performed on a voluntary basis.

8. PAYMENT FOR OVERTIME AND FOR WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (1) Any overtime worked shall be paid for as follows:
- On a normal working day: One and a half times an employee's basic wage for the first six hours; thereafter, subject to clause 7 (3), at twice his basic wage;
 - on the sixth day: One and a half times an employee's basic wage for the first nine hours; thereafter, subject to clause 7 (3), at twice his basic wage:
- Provided that where an employee absents himself from work during his ordinary working hours, the employer shall not be required to pay such employee overtime until after the completion of the number of hours of work ordinarily performed by the employee on that day.
- (2) Wherever an employee works on a Sunday, the employer shall either—
- pay the employee—
 - if he so works for a period not exceeding four hours, not less than his basic wage in respect of the period ordinarily worked by him on a week-day; or
 - if he so works for a period exceeding four hours, not less than double his basic wage in respect of the total number of hours worked by him on such Sunday, or not less than double his basic wage in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) minstens een en 'n derde maal sy basiese loon betaal vir die totale getal ure wat hy op sodanige Sondag werk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom daarvoor minstens die basiese loon betaal wat hy sou verdien het vir die tydperk wat hy gewoonlik op daardie dag werk.

(3) (a) As 'n werknemer nie op Nuwerjaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk nie, moet die werkgever hom, afgesien van die dag van die week waarop die erkende openbare vakansiedag met besoldiging val, 'n bedrag betaal van minstens die basiese loon wat hy sou verdien het as hy sy daaglikse gemiddelde getal gewone werke op 'n gewone werkdag gewerk het.

(b) Waar 'n werknemer op Nuwerjaarsdag, Goeie Vrydag, Hemelvaartsdag, Republiekdag, Geloftedag of Kersdag werk, moet die werkgever hom minstens sy basiese loon betaal vir die eerste nege uur wat hy op sodanige dag werk, benewens die bedrag waarop hy ooreenkomstig paragraaf (a) van hierdie subklousule geregtig sou gewees het as hy nie aldus gewerk het nie. Die tyd wat hy langer as nege uur werk, word geag oortyd te wees.

(4) Ondanks subklousule (1), moet 'n werknemer wat die bedryfsinrigting verlaat het nadat hy sy gewone skof voltooi het en dan teruggeroep word, een en 'n half maal die uurloon betaal word vir die totale aantal ure gewerk tot die aanvang van sy volgende gewone skof. Met dien verstande dat, indien sodanige tydperk gewerk korter as vier uur is, daar geag word dat hy minstens vier uur gewerk het.

9. KORTTYD

'n Werkgever moet die betrokke werknemers voor die dag waarop en van wanneer af hy voornemens is om korttyd te werk, daarvan in kennis stel deur 'n kennisgewing of kennisgewings dienaangaande in 'n prominente plek of plekke op te plak wat vir hulle maklik toeganklik is. Met dien verstande dat hierdie klousule nie van toepassing is as daar nie werk vir 'n werknemer beskikbaar is nie weens 'n onklaarraking van masjinerie of ander oorsaak buite die beheer van die werkgever, en in so 'n geval moet aan die betrokke werknemers minstens drie uur se besoldiging betaal word vanaf die tyd van die onklaarraking of ander oorsaak. Met dien verstande egter dat geen werknemer meer as 'n volle dag se basiese loon mag ontvang ten opsigte van 'n dag waarop daar korttyd gewerk word nie.

10. VERBOD OP INDIENSNEMING

'n Werkgever mag niemand onder die ouderdom van 15 jaar in diens neem nie.

11. JAARLIKSE VERLOF

(1) 'n Werkgever moet aan 'n werknemer verlof met besoldiging van minstens drie weke toestaan, waarvan minstens twee weke in Desember toegestaan moet word, tensy die fabriek vroër sluit, in welke geval minstens een week gedurende Desember toegestaan moet word. Elke sodanige werknemer moet voor of op die laaste werkdag voor die begin van sodanige verlof vir elke voltooide maand diens by dieselfde werkgever verlofbesoldiging betaal word wat een twaalfde van sy basiese besoldiging vir drie weke beloop. Met dien verstande dat—

(i) die tydperk van sodanige verlof nie mag saamval met 'n tydperk waarin 'n werknemer militêre diens ingevolge die Verdedigingswet, 1957, ondergaan of met 'n tydperk van siekteverlof ooreenkomstig klousule 16 van hierdie Ooreenkoms nie;

(ii) as 'n openbare vakansiedag in klousule 8 (3) bedoel binne die tydperk van sodanige verlof val, sodanige openbare vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere verloftydperk en die werknemer terselfdertyd vir sodanige openbare vakansiedag 'n bedrag betaal moet word wat gelyk is aan die basiese loon wat hy sou verdien het indien hy op sodanige openbare vakansiedag sy daaglikse gemiddelde getal gewone werke gewerk het.

(2) As die dienskontrak van 'n werknemer voor die begin van die jaarlikse verlof beëindig word, moet die werkgever aan sodanige werknemer 'n bedrag, bereken teen een twaalfde van twee weke se basiese besoldiging vir elke voltooide maand diens, betaal as verlofbesoldiging wat aan hom verskuldig is op die datum van sodanige beëindiging. Met dien verstande dat 'n werkgever nie verplig is om verlofbesoldiging te betaal aan 'n werknemer wat sy diens verlaat sonder om die toepaslike kennis van diensopsegging te gee en daartydens te werk nie, tensy die werknemer volgens sy wettlike regte gehandel het toe hy versuim het om sodanige kennis te gee of daartydens te werk.

(3) Die bedrag van die verlofbesoldiging wat ingevolge subklousules (1) en (2) betaalbaar is, moet bereken word volgens die basiese loon wat die werknemer ontvang het onmiddellik voor die datum waarop sy verlof begin of waarop sy diens eindig, na gelang van die geval.

(4) 'n Tydperk waarin 'n werknemer—

(a) ooreenkomstig subklousule (1) met verlof is; of

(b) ingevolge die Verdedigingswet, 1957, militêre diens tot 'n maksimum van vier maande ondergaan; of

(c) op las of versoek van sy werkgever van die werk afwesig is; of

(d) weens siekte of 'n bevalling wat altesaam hoogstens 26 weke 'n jaar beloop van die werk afwesig is;

word vir die toepassing van subklousule (1) en (2) geag diens te wees.

(b) pay him at a rate of not less than one and a third times his basic wage in respect of the total number of hours worked by him on such Sunday and grant him, within seven days of such Sunday, one day's leave and pay him in respect thereof not less than the basic wage which he would have earned in respect of the period ordinarily worked by him on that day.

(3) (a) If an employee does not work on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day, irrespective of the day of the week on which the recognised paid public holiday may fall, the employer shall pay him an amount of not less than the basic wage he would have earned if he had worked his daily average ordinary working hours on an ordinary working day.

(b) Whenever an employee works on New Year's Day, Good Friday, Ascension Day, Republic Day, Day of the Vow or Christmas Day, the employer shall pay him an amount not less than his basic wage in respect of the first nine hours worked by him on such day, in addition to the amount to which he would have been entitled in terms of paragraph (a) of this subclause had he not so worked. Time worked in excess of nine hours shall be regarded as overtime.

(4) Notwithstanding the provisions of subclause (1), an employee who has left the establishment after having completed his normal shift, and who is then recalled, shall be paid one and a half times the hourly rate of the total number of hours worked until the commencement of his next normal shift: Provided that where any such period worked in less than four hours, he shall be deemed to have worked for at least four hours.

9. SHORT-TIME

As employer shall, prior to the day on and from which he intends to work short-time, notify the employees concerned by posting up a notice or notices to this effect in a prominent place or places easily accessible to them: Provided that this clause shall not apply where no work is available to an employee on account of a breakdown of machinery or other cause beyond the control of the employer, in which event the employees concerned shall be given not less than three hours' pay from the time of the breakdown or other such cause: Provided, however, that no employee shall receive more than a full day's basic pay in respect of any day on which short-time is worked.

10. PROHIBITION OF EMPLOYMENT

An employer shall not employ any person under the age of 15 years.

11. ANNUAL LEAVE

(1) An employer shall grant to an employee paid leave of not less than three weeks, of which not less than two weeks shall be granted in December, unless the shut-down was observed earlier, in which event not less than one week shall be granted during December. Each such employee shall be given not later than the last working day before the commencement of such leave, leave pay amounting to one-twelfth of his basic pay for three weeks for each completed month of employment with the same employer: Provided that—

(i) the period of such leave shall not be concurrent with any period during which the employee is undergoing military service in pursuance of the Defence Act, 1957, nor with any period of sick leave granted in terms of clause 16 of this Agreement;

(ii) if any public holiday referred to in clause 8 (3) falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall, at the same time, be paid in respect of such public holiday an amount equal to the basic wage he would have earned had he on such public holiday worked his daily average ordinary hours of work.

(2) Should the contract of employment of an employee be terminated before the commencement of annual leave, the employer shall pay such employee, in respect of leave pay due to him as at the date of such termination, an amount calculated at the rate of one twelfth of two weeks' basic pay for each completed month of employment: Provided that an employer shall not be obliged to pay leave pay to an employee who leaves his employment without having given, and worked during the period of, the appropriate notice of termination of employment, unless in failing to give such notice or to work during such period he was acting within his legal rights.

(3) The amount of the leave pay payable in terms of subclauses (1) and (2) shall be calculated at the rate of basic pay which the employee was receiving immediately prior to the date from which his leave commences or on which his employment terminates, as the case may be.

(4) Any period during which an employee—

(a) is on leave in terms of subclause (1); or

(b) undergoes military service in pursuance of the Defence Act, 1957, up to a maximum of four months; or

(c) is absent from work on the instructions or at the request of his employer; or

(d) is absent from work owing to illness or confinement amounting in the aggregate in any one year to not more than 26 weeks;

shall be deemed to be employment for the purposes of subclauses (1) and (2).

(5) Vir die toepassing van hierdie klousule word diens geag te begin met ingang van—

(a) die datum waarop die werknemer by die werkgever in diens getree het, of

(b) die datum waarop die werknemer laas op jaarlikse verlof geregtig geword het;

en wel die jongste datum.

12. DIENSVERLOFBESOLDIGING

(1) 'n Werkgever moet, op die sluitingsdag aan die einde van elke jaar in Desember en behoudens subklousule (2), aan elke werknemer diensverlofbesoldiging betaal ooreenkomstig onderstaande tabel:

<i>Jare ononderbroke diens</i>	<i>Getal dae (teen die basiese loonskaal)</i>
Twee jaar diens, maar minder as drie jaar diens	1
Drie jaar diens, maar minder as vier jaar diens	2
Vier jaar diens, maar minder as vyf jaar diens	3
Vyf jaar diens, maar minder as 10 jaar diens ...	4
Tien jaar diens en langer	6

(2) Die betaling van dié diensverlofbesoldiging is onderworpe aan die volgende voorwaardes:

(a) Die werknemer moet in sy werkgever se diens wees op die sluitingsdag aan die einde van die jaar in Desember;

(b) 'n Werknemer wat by sy werkgever uit diens tree weens dood of aftrede of wie se diens om gesondheidsredes permanent opgeskort word op 'n datum voor die jaarlikse sluitingsdag kom in aanmerking vir 'n *pro rata*-gedeelte van die bedrag waarop hy jaarliks geregtig is.

(3) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as wat aan die uitdrukking "diens" in klousule 11 (4) toegeken word.

13. UITTREDINGSTOELAE

(1) 'n Werknemer wat 'n minimum van twee jaar diens by sy werkgever voltooi het en wie se diens dan permanent opgeskort word (wat afgedank word), moet 'n uittredingstoelae van sy werkgever ontvang.

(2) Uittredingstoelae is betaalbaar op die grondslag van besoldiging vir vyf dae, teen die werklike loonskaal, ten opsigte van elke tydperk van twee jaar ononderbroke diens by dieselfde werkgever.

(3) Van 'n werknemer wat hierdie toelae ontvang, word daar nie vereis om eers 'n tydelike diensopskortingstoelae te ontvang waarvoor klousule 14 voorsiening maak, voordat hy vir 'n toelae ingevolge hierdie klousule in aanmerking kom nie.

(4) Die uittredingstoelae is betaalbaar by wyse van 'n ronde som ooreenkomstig klousule 5 (1) (a).

(5) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as wat aan die uitdrukking "diens" in klousule 11 (4) toegeken word.

14. DIENSOPSKORTING (TYDELIK)

Die tydperke van tydelike diensopskorting is met ingang van 1 Januarie 1983 onderworpe aan die voorwaardes in die klousule hieronder uiteengesit.

Bystand

(1) 'n Werknemer wat vanweë diensopskorting besoldiging gedurende 'n gewone werkweek ontvang wat minder is as die bedrag gelyk aan die basiese loon vir vier dae kom in aanmerking vir bystand.

(2) Die bystand moet betaal word ten opsigte van elke uur wat minder is as die ekwivalent van vier gewone werksdae in 'n gewone werkweek.

(3) Die maksimum getal ure waarvoor bystand betaalbaar is teen die basiese loonskaal, waarvoor 'n werknemer gedurende 'n kalenderjaar in aanmerking kom, word hieronder uiteengesit:

<i>Jare ononderbroke diens</i>	<i>Getal ure (teen die basiese loonskaal)</i>
Minder as twee jaar diens	36
Twee jaar diens, maar minder as vyf jaar diens	45
Vyf jaar diens, maar minder as 10 jaar diens ...	63
Tien jaar diens en langer	90

(4) Indien daar gedurende 'n besondere kalenderjaar geen diensopskorting plaasvind nie, kom werknemers nie in aanmerking vir bystand nie en word hul aanspraak op die bystand ook nie na die volgende jaar of daaropvolgende jare oorgedra nie.

(5) Bystand is aan die werknemer verskuldig en betaalbaar op die eerste gewone betaaldag ná die week waarin die diensopskorting plaasgevind het.

(6) 'n Werknemer kom nie in aanmerking vir bystand nie ten opsigte van 'n tydperk waarin hy—

(a) militêre diens lewer;

(b) geregtig is op die betaling van aftree-, ongeskiktheids-, siekte- of werkloosheidstoelae wat of deur die werkgever of ingevolge statutêre Staatsmaatreëls betaalbaar is;

(5) for the purposes of this clause, employment shall be deemed to commence from—

(a) the date on which the employee entered the employer's service; or

(b) the date on which the employee last became entitled to annual whichever was the later.

12. SERVICE LEAVE PAY

(1) An employer shall, subject to the provisions of subclause (2), and on the day of the year-end shutdown in December of each year, pay to every employee service leave pay in accordance with the following table:

<i>Years of continuous service</i>	<i>Number of days (at basic rates)</i>
Two years' service, but less than three years' service	1
Three years' service, but less than four years' service	2
Four years' service, but less than five years' service	3
Five years' service, but less than 10 years' service	4
Ten years' service and more	6

(2) The payment of such service leave pay shall be subject to the following conditions:

(a) The employee shall be in the employ of his employer on the date of the year-end shutdown in December;

(b) employees who separate their service from an employer as a result of death or retirement or who are laid off permanently on medical grounds on a date prior to the year-end shutdown, shall qualify for a *pro rata* share of their annual entitlement.

(3) For the purposes of this clause, the term "service" shall have the same meaning assigned to the term "employment" in clause 11 (4).

13. SEPARATION ALLOWANCE

(1) An employee who has completed a minimum of two years' service with his employer and who is permanently laid off (retrenched) shall receive a separation allowance from his employer.

(2) Separation allowance benefits shall be payable on the basis of five days' pay, at actual rates, in respect of every two-year period of continuous service with the same employer.

(3) Employees receiving this allowance shall not be required to first receive temporary lay-off benefits as provided for under clause 14, before they become eligible for benefits in terms of this clause.

(4) Separation allowance benefits shall be payable by means of a lump sum payment to be made in terms of the provisions of clause 5 (1) (a).

(5) For the purposes of this clause, the term "service" shall have the same meaning assigned to the term "employment" in clause 11 (4).

14. LAY-OFF (TEMPORARY)

Periods of temporary lay-off shall, as from 1 January 1983, be subject to the provisions of the clause rebenefits detailed below.

Benefits

(1) An employee who, as a result of a lay-off, receives remuneration during any normal work-week which is less than the equivalent of four days' basic pay, shall be eligible for a benefit.

(2) The benefit shall be paid in respect of every hour less than the equivalent of four ordinary work-days in any normal work-week.

(3) The maximum number of benefit hours, payable at basic wage rates, for which an employee may qualify during any calendar year, is scheduled below:

<i>Years of continuous service</i>	<i>Number of hours (at basic rates)</i>
Less than two years' service	36
Two years' service, but less than five years' service	45
Five years' service, but less than 10 years' service	63
Ten years' service and more	90

(4) Should no lay-off occur during any particular calendar year, employees shall not qualify for any benefits, nor shall their entitlement be carried forward into the following or subsequent years.

(5) Benefits shall become due and payable to the employee on the first normal pay-day following the week during which the lay-off occurred.

(6) An employee shall not be eligible for benefits in respect of any period during which he is—

(a) performing military service;

(b) entitled to payment of retirement, disability, illness or unemployment allowances payable either by the employer or under statutory government measures;

- (c) met gewone vakansieverlof of met siekteverlof is;
 (d) met studieverlof, eksamenverlof of spesiale verlof is;

en hy kom ook nie vir bystand in aanmerking nie as hy van sy werk afwesig is op die dag onmiddellik voor of die dag onmiddellik ná die opskortingstydperk, tensy sy afwesigheid aan een van bogenoemde redes toegeskryf kan word.

(7) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as wat aan die uitdrukking "diens" in klousule 11 (4) toegeken word.

15. JAAREINDGRATIFIKASIE

(1) Ter erkenning van aaneenlopende diens moet 'n werkgewer, behoudens subklousule (2), in Desember van elke jaar aan elke werknemer 'n jaareindgratifikasie betaal wat soos volg bereken moet word:

<i>Jare aaneenlopende diens by dieselfde werkgewer</i>	<i>Jaareindgratifikasie</i>
(a) Tot een jaar diens	4% van basiese loon.
(b) Meer as een maar minder as vyf jaar diens	6% van basiese loon.
(c) Vyf jaar diens en langer	8½% van basiese loon.

(2) Die betaling van sodanige gratifikasie is aan die volgende voorwaardes onderworpe:

(a) Die werknemer moet op die datum wanneer sodanige gratifikasie betaal word by sy werkgewer in diens wees;

(b) die gratifikasie loop weekliks op teen die skaal wat dan van toepassing is ooreenkomstig die tabel in subklousule (1);

(c) indien 'n werknemer sonder verlof van die werk afwesig is, verbeur hy die gratifikasie vir 'n tydperk van—

- (i) een week ten opsigte van die eerste dag van afwesigheid;
- (ii) twee weke ten opsigte van die tweede dag van afwesigheid;
- (iii) vier weke ten opsigte van die derde dag van afwesigheid;
- (iv) agt weke ten opsigte van die vierde dag van afwesigheid;
- (v) 16 weke ten opsigte van die vyfde dag van afwesigheid;
- (vi) 32 weke ten opsigte van die sesde dag van afwesigheid;
- (vii) 52 weke ten opsigte van die sewende dag van afwesigheid;

Met dien verstande dat 'n tydperk waarin 'n werknemer met jaarlikse verlof is of militêre diens ondergaan ingevolge die Verdedigingswet, 1957, of van sy werk afwesig is op las of op versoek van sy werkgewer of weens siekte ten opsigte waarvan siektebesoldiging ingevolge klousule 16 betaalbaar is, nie geag word afwesigheid van werk sonder verlof te wees nie.

(d) Vir die toepassing van subklousule (1), beteken die uitdrukking "basiese loon" die totale bedrag aan basiese loon wat die werknemer verdien het gedurende die tydperk van 12 maande wat op 1 Januarie van elke jaar begin.

(3) Gratifikasie wat aan 'n werknemer toeval, moet ook betaal word aan—

(a) 'n werknemer wat afgetree het ooreenkomstig die bepaling van 'n aftreepplan van die werkgewer;

(b) die boedel van 'n werknemer wat gesterf het sedert die betaling van die vorige gratifikasie; en

(c) 'n werknemer wie se dienste beëindig is weens personeelvermindering.

(4) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as "diens" in klousule 11 (4).

16. DIENS-/PRESENSIETOELAE

(1) Benewens die besoldiging waarvoor daar elders in hierdie Ooreenkoms voorsiening gemaak word, moet 'n werkgewer, behoudens subklousule (2), aan elke werknemer 'n diens-/presensietoelae betaal, bereken volgens die werkure soos elke week binne die bedryfsinrigting vasgestel, van Maandag tot en met Vrydag, uitgesonderd oortydwerk, en wel soos volg:

<i>Jare aaneenlopende diens by dieselfde werkgewer</i>	<i>Toelae</i>
(a) Tot twee jaar diens	3c per uur.
(b) Meer as twee maar minder as vyf jaar diens	5c per uur.
(c) Vyf jaar diens en langer	7c per uur.
(d) Tien jaar diens en langer	10c per uur.

(2) Die betaling van dié weeklikse toelae is aan die volgende voorwaardes onderworpe:

(a) Die werknemer moet al die ure werk wat sy werkgewer gedurende 'n bepaalde week vasgestel het, van Maandag tot en met Vrydag, uitgesonderd oortydwerk;

(b) die werknemer moet nie laat wees by die aanvang van 'n werkdag op enige dag/dae van die betrokke week waarvoor hy moet inklok nie.

(3) Werknemers wat nie aan subklousule (2) (a) en (b) voldoen nie verbeur die hele toelae vir daardie week.

- (c) on regular vacation leave or on sick leave;
 (d) on study leave, examination leave or any kind of special leave;

nor shall he be eligible for benefits if he is absent from work on the day immediately preceding or the day immediately succeeding the lay-off period, unless his absence was for one of the reasons set out above.

(7) For the purposes of this clause, the term "service" shall have the same meaning assigned to the term "employment" in clause 11 (4).

15. YEAR-END GRATUITY

(1) In order to recognise continuity of employment, an employer shall, subject to the provisions of subclause (2), and in December of each year, pay to each employee a year-end gratuity calculated as follows:

<i>Years of continuous service with same employer</i>	<i>Year-end gratuity</i>
(a) Up to one year's service	4% of basic pay;
(b) More than one year's service but less than five year's service	6% of basic pay;
(c) Five years' service and over	8½% of basic pay.

(2) The payment of such gratuity shall be subject to the following conditions:

(a) The employee shall be in the employ of his employer at the date of payment of such gratuity;

(b) the gratuity shall accrue weekly at the rate then applicable in accordance with the table contained in subclause (1);

(c) when an employee is absent from work without leave, he shall forfeit gratuity for a period of—

- (i) one week in respect of the first day of absence;
- (ii) two weeks in respect of the second day of absence;
- (iii) four weeks in respect of the third day of absence;
- (iv) eight weeks in respect of the fourth day of absence;
- (v) 16 weeks in respect of the fifth day of absence;
- (vi) 32 weeks in respect of the sixth day of absence;
- (vii) 52 weeks in respect of the seventh day of absence;

Provided that any period during which an employee is on annual leave, undergoing military service in terms of the Defence Act, 1957, absent from work on the instructions or at the request of his employer, or due to illness in respect of which sick pay is payable in terms of clause 16 shall not be deemed to be absence from work without leave.

(d) For the purposes of subclause (1), the term "basic pay" means the total amount in basic wages earned by the employee during the 12 months' period commencing 1 January of each year.

(3) The amount of gratuity accrued by an employee shall also be paid—

(a) to an employee who has retired in accordance with the provisions of a retirement plan operated by the employer;

(b) to the estate of an employee who has died since the payment of the previous gratuity; and

(c) to an employee whose services have been terminated due to a reduction of staff.

(4) For the purposes of this clause, the term "service" shall have the same meaning assigned to the term "employment" in clause 11 (4).

16. SERVICE/ATTENDANCE ALLOWANCE

(1) In addition to any payments provided for elsewhere in this Agreement, an employer shall, subject to the provisions of subclause (2), pay each employee a service/attendance allowance calculated on the hours of work as scheduled within the establishment each week, Monday through Friday, excluding overtime, as follows:

<i>Years of continuous service with same employer</i>	<i>Allowance</i>
(a) Up to two years' service	3c per hour
(b) More than two years' service, but less than five years' service	5c per hour
(c) Five years' service, but less than 10 years' service	7c per hour
(d) 10 years' service and over	10c per hour

(2) The payment of such weekly allowance shall be subject to the following conditions:

(a) The employee shall work all the hours scheduled by his employer during any particular week, Monday through Friday, overtime excluded;

(b) the employee shall not be late to commence any work period for which he is required to clock on any day(s) of the relevant week.

(3) Employees who fail to comply with the provisions of subclause (2) (a) and (b) shall forfeit the total allowance for that week.

(4) 'n Werknemer verbeur nie die diens-/presensietoelae weens afwesigheid van sy werk in opdrag of op versoek van sy werkgever ten opsigte van 'n vasgestelde of nie-vasgestelde diensopskorting nie: Met dien verstande dat die werknemer in so 'n geval vir die toelae in aanmerking kom slegs ten opsigte van die vasgestelde ure wat hy werklik gedurende daardie week gewerk het.

(5) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as wat aan die uitdrukking "diens" in klousule 11 (4) toegeken word.

17. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werknemer of werkgever moet minstens een volle werkdag kennis gee van sy voorneme om die dienskontrak te beëindig, of die werknemer of die werkgever is geregtig om die dienskontrak sonder kennisgewing te beëindig deur een dag se basiese loon in plaas van sodanige kennisgewing te verbeur of te betaal, na gelang van die geval: Met dien verstande dat hierdie klousule nie die reg van die werknemer of die werkgever om die dienskontrak sonder kennisgewing om 'n regsgeldige rede te beëindig, raak nie.

(2) Wanneer 'n werknemer versuim om kennis te gee of om gedurende sodanige kennisgewingstermyn te werk, kan die werkgever besoldiging vir die ure van 'n gewone skof in die betrokke bedryfsinrigting aftrek.

(3) Die kennisgewing in subklousule (1) voorgeskryf, mag nie—

(a) saamval met, en kennis mag nie gegee word gedurende, 'n werknemer se afwesigheid met verlof toegestaan kragtens klousule 11 of met enige tydperk van militêre diens wat 'n werknemer ingevolge die Verdedigingswet, 1957, moet ondergaan nie;

(b) gegee word gedurende 'n werknemer se afwesigheid met siekteverlof met besoldiging kragtens klousule 18 toegestaan nie.

18. SIEKTEVERLOF

(1) Behoudens subklousule (2) van hierdie klousule, moet 'n werkgever aan 'n werknemer wat weens ongeskiktheid van die werk afwesig is, siekteverlof met volle besoldiging toestaan wat altesaam 10 werkdag gedurende 'n enkele jaar diens beloop: Met dien verstande dat die werkgever van die werknemer kan vereis om 'n sertifikaat aan hom voor te lê wat deur 'n geregistreerde mediese praktisinier onderteken is en wat die aard en duur van elke tydperk van afwesigheid van langer as twee agtereenvolgende dae toon waarvoor betaling geëis word.

(2) Subklousule (1) is nie van toepassing nie waar die werkgever 'n siekte- of ander fonds in werking het waarvolgens die werknemers geregtig is op siekteverlofbesoldiging van altesaam minstens dié in subklousule (1) voorgeskryf.

(3) Vir die toepassing van hierdie klousule het die uitdrukking "diens" dieselfde betekenis as "diens" in klousule 11 (4).

(4) "Ongeskiktheid" beteken onvermoë om te werk weens siekte of besering, behalwe siekte of besering wat deur 'n werknemer se eie wan-gedrag veroorsaak is: Met dien verstande dat sodanige onvermoë om te werk wat veroorsaak is deur 'n ongeluk waarvoor skadeloosstelling ingevolge die Ongevalwet, 1941, betaalbaar is, beskou moet word as ongeskiktheid slegs gedurende 'n tydperk waarvoor geen skadeloosstelling kragtens daardie Wet betaalbaar is nie.

19. DIENSSERTIFIKAAT

Wanneer die werknemer hom daarom versoek, moet die werkgever by beëindiging van die dienskontrak, uitgesonderd beëindiging deur drostery, 'n dienssertifikaat aan die werknemer gee wat die volgende toon:

Die name van die werkgever en die werknemer voluit, die aard van die diens, die datums waarop die kontrak begin het en beëindig is en die skaal van besoldiging op die datum van sodanige beëindiging.

20. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling van artikel 51 (3) van die Wet, kan die Raad vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen op die voorwaardes wat hy stel.

(2) Daar moet by die Sekretaris van die Raad aansoek om vrystelling gedoen word.

21. BYDRAES

(1) Ten einde die uitgawes van die Raad te bestry, moet elke werkgever op elke betaaldag bydraes soos in subklousule (2) van hierdie klousule bepaal, van die verdienste van elk van sy werknemers, uitgesonderd vakleerlinge, aftrek. Die werkgever moet 'n gelyke bedrag voeg by die bydraes wat aldus afgetrek is en die totale bedrag maand vir maand maar voor of op die 10de dag van die maand wat volg op die maand waarop die bydraes betrekking het, aan die Sekretaris van die Raad (Posbus 2221, Port Elizabeth, 6056), stuur.

(2) Die bydraes ingevolge subklousule (1) is 1c per week.

22. ADMINISTRASIE VAN OOREENKOMS

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

(4) The service/attendance allowance shall not be forfeited by reason of absence from work on the instructions or at the request of his employer in respect of any scheduled or unscheduled lay-off: Provided that in such event the employee shall only qualify for the allowance in respect of the scheduled hours actually worked during that week.

(5) For the purposes of this clause, the term "service" shall have the same meaning assigned to the term "employment" in clause 11 (4).

17. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employee or an employer shall give not less than one clear working day's notice of his intention to terminate the contract of employment or the employee or the employer shall be entitled to terminate the contract of service without notice by forfeiting or paying, as the case may be, one day's basic pay in lieu of such notice: Provided that this clause shall not affect the right of the employee or the employer to terminate the contract of employment without notice for any cause recognised by law as sufficient.

(2) Whenever an employee fails to give the notice or to work such notice period, the employer may deduct pay for the hours of an ordinary shift in the establishment concerned.

(3) The notice prescribed in subclause (1) shall not—

(a) run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 11 or any period of military service which an employee is undergoing in pursuance of the Defence Act, 1957;

(b) be given during an employee's absence on paid sick leave granted in terms of clause 18.

18. SICK LEAVE

(1) Subject to the provisions of subclause (2) of this clause, an employer shall grant to an employee who is absent from work through incapacity, sick leave on full pay amounting to 10 working days in the aggregate during any one year of employment: Provided that the employer may require the employee to provide him with a certificate signed by a registered medical practitioner showing the nature and duration of each period of absence covering more than two consecutive days for which payment is claimed.

(2) The provisions of subclause (1) shall not apply where the employer operates a sick or other fund which entitles the employee to receive sick pay amounting in the aggregate to not less than that provided in subclause (1).

(3) For the purposes of this clause, the term "employment" shall have the same meaning as in clause 11 (4).

(4) "Incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of that Act.

19. CERTIFICATE OF SERVICE

When requested by the employee, the employer shall, upon termination of the contract of employment, other than through desertion, furnish the employee with a certificate of service, showing the full names of the employer and the employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

20. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, exemption from any of the provisions of this agreement may be granted by the Council, subject to such conditions as it may impose.

(2) Application for exemption shall be made to the Secretary of the Council.

21. CONTRIBUTIONS

(1) For the purpose of meeting the expenses of the Council, every employer shall on each pay-day deduct from the earnings of each of his employees, other than apprentices, contributions as specified in subclause (2) of this clause. To the contributions so deducted, the employer shall add a like contribution and shall forward month by month, but not later than the 10th day of the month following the month to which the contributions relate, the total amount of such contributions to the Secretary of the Council (P.O. Box 2221, Port Elizabeth, 6056).

(2) The contributions in terms of subclause (1) shall be 1c per week.

22. ADMINISTRATION OF AGREEMENT

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

23. AGENTE

Die Raad kan een of meer aangewese persone as agente aanstel om te help met die uitvoering van hierdie Ooreenkoms en dit is die plig van elke werkgever en elke werknemer om sodanige persone toe te laat om dié bedryfsinrigting binne te gaan, dié navrae te doen en te voltooi en dié dokumente, boeke, loonstate, tydstate en betaalstate te ondersoek, dié individue te ondervrae en alles te doen wat nodig is om te bepaal of hierdie Ooreenkoms nagekom word.

24. VERTONING VAN OOREENKOMS

Elke werkgever moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale in of op 'n plek wat maklik vir sy werknemers toeganklik is, opplak en opgeplak hou.

25. REGISTRASIE VAN WERKGEWERS

Elke werkgever wat dit nog nie ingevolge 'n vorige ooreenkoms gedoen het nie, moet die volgende besonderhede binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, aan die Sekretaris van die Raad (Postbus 2221, Port Elizabeth, 6056), stuur.

- (a) Die volle naam van die maatskappy;
- (b) die adres van die maatskappy;
- (c) die naam van die besturende direkteur.

26. TECHNOLOGIESE VERANDERING

As daar gedurende die geldigheidstermyn van die Ooreenkoms te eniger tyd verhoë tot die Raad gerig word dat die omskrywing van 'n werkverrigting ongeskik is as gevolg van tegnologiese veranderinge wat ná die datum van inwerkingtreding van hierdie Ooreenkoms ingevoer is, moet sodanige verhoë by die eerste daaropvolgende vergadering van die Raad oorweeg word en die Raad moet dan besluit of die voorwaardes gewysig moet word en of omstandighede 'n vrystelling regverdig wat magtiging verleen vir die toepassing van geskikter voorwaardes en of die voorwaardes wat ingevolge hierdie Ooreenkoms van toepassing is, sonder wysiging op sodanige werk van toepassing is.

Hierdie Ooreenkoms is namens die partye op hede die 7de dag van Junie 1983 onderteken.

H. L. M. FERREIRA, Voorsitter.

F. H. FERREIRA, Ondervoorsitter.

L. HERNANDEZ, Sekretaris.

23. AGENTS

The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement and it shall be the duty of every employer and every employee to permit such persons to enter such establishment, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay sheets, 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.

24. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in or at a place easily accessible to his employee, a legible copy of this Agreement in both official languages.

25. REGISTRATION OF EMPLOYERS

Every employer who has not already done so in pursuance of any previous agreement, shall within one month from the date on which this Agreement comes into operation, forward to the Secretary of the Council (P.O. Box 2221, Port Elizabeth, 6056), the following particulars:

- (a) The full name of the company;
- (b) the address of the company;
- (c) the name of the managing director.

26. TECHNOLOGICAL CHANGES

If during the currency of the Agreement representations are at any time made to the Council that any job description in respect of the performance of any work is unsuitable as the result of technological changes introduced subsequent to the date of coming into force of this Agreement, such representations shall be considered at the first ensuing meeting of the Council who shall decide whether the conditions shall be amended or whether circumstances warrant an exemption being granted so as to authorise the application of more appropriate conditions or whether the conditions applicable under the Agreement shall apply to such work without modification.

This Agreement signed on behalf of the parties this 7th day of June 1983.

H. L. M. FERREIRA, Chairman,

F. H. FERREIRA, Vice-Chairman.

L. HERNANDEZ, Secretary.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958–1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

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